

# **University of Lethbridge Academic Staff Collective Agreement**



University of  
Lethbridge

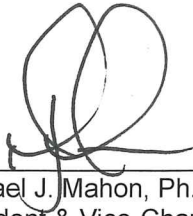


**Effective July 1, 2018 to June 30, 2020**

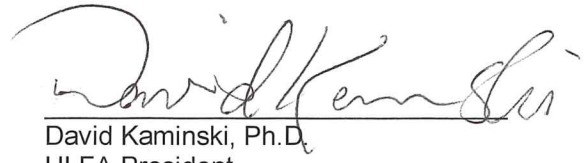
**The University of Lethbridge**  
**Academic Staff Collective Agreement**

July 1, 2018

Ratified June 18, 2019



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Michael J. Mahon, Ph.D.  
President & Vice-Chancellor  
University of Lethbridge



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David Kaminski, Ph.D.  
ULFA President  
University of Lethbridge

October 21, 2019

Date

October 21, 2019

Date



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21. 10. 2019

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# 2018-2020 Academic Staff Collective Agreement

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# **Article 1: Purpose and Objectives**

## **1.01 Purpose**

1.01.1 The Board of Governors of The University of Lethbridge and The University of Lethbridge Faculty Association recognize that the main purposes of the University are:

- (a) to promote the disinterested pursuit of truth and advancement of knowledge;
- (b) to promote the generation and transmission of knowledge with proper consideration given to the need for an educated citizenry; and
- (c) to give appropriate consideration to society's needs for expert advice as well as pure and applied research.

1.01.2 The common good of society depends upon the search for truth and its free exposition. Academic Freedom is essential to these purposes:

- (a) Members are entitled to the freedom to carry out research and to publish the results, to the freedom to teach and discuss their subjects, and to the freedom from institutional censorship;
- (b) Academic Freedom carries with it the duty to use that freedom in a responsible way;
- (c) Academic Freedom does not confer legal immunity; nor does it diminish one's obligation to meet one's responsibilities under this Collective Agreement.

## **1.02 Objectives**

1.02.1 The main objectives of this Collective Agreement are the specification of the terms and conditions of employment of Academic Staff and the principles and procedures that reflect procedural fairness for academic personnel decisions, the peaceful settlement of all disputes, misunderstandings and grievances, and the promotion of harmonious relations between the Board and the Association.

- 1.02.2 The Board and the Association acknowledge that
- (a) *they have a joint responsibility for the reasonable and just execution of the terms of the Collective Agreement; and*
  - (b) subject to the provisions of the Post-Secondary Learning Act, Labour Relations Code, and all applicable provincial and federal statutes, this Collective Agreement is binding on the Association, the Academic Staff, and the Board.
- 1.02.3 Toward these ends, any invocation of [Article 22](#) regarding a Collective Agreement procedure in progress shall stay the procedure pending a resolution of the interpretation or grievance, unless the Parties mutually agree otherwise.
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## **Article 2: Definitions**

- 2.01** “Academic Assistant” shall mean a member of the academic staff with the rank of Academic Assistant III, Academic Assistant II, or Academic Assistant I.
- 2.02** “Academic Career” shall mean the maximum period during which a Faculty Member/Professional Librarian is eligible to be awarded an [Article 21.06](#), [Schedule A](#) career progress increment that has a monetary value greater than zero. The maximum length of this period shall be:
- 2.02.1** thirty-five (35) cumulative years for Members who hold the rank of Professor or Professional Librarian IV; or
  - 2.02.2** twenty-five (25) cumulative years for Members who hold the rank of Associate Professor or Professional Librarian III; or
  - 2.02.3** ten (10) years for Members who hold the rank of Assistant Professor or Professional Librarian II.

The maximum number of Academic Career Years as defined here does not preclude an individual from spending more or fewer years as a Faculty Member/Professional Librarian at any rank. Further, Part Time Members and Members with less than full-load service in a Contract Year accrue Academic Career Years at the rate of his/her service.

- 2.03** "Academic Position" shall mean an appointment as a Faculty Member, Professional Librarian, Instructor, or Academic Assistant.

- 2.04** "Academic Year" shall mean a one (1)-year period from July 1 to June 30.
- 2.05** "Agreement" or "Collective Agreement" shall mean this collective agreement, including schedules thereto. The edition of the Collective Agreement in effect is the one most recently ratified by the Board and the Association, including schedules thereto and any amendments pursuant to [Article 3.03](#), and shall be posted at the URL [http://www.uleth.ca/Academic\\_Staff\\_Collective\\_Agreement](http://www.uleth.ca/Academic_Staff_Collective_Agreement).
- 2.06** "Association" or "ULFA" shall mean The University of Lethbridge Faculty Association.
- 2.07** "Bargaining Year" shall mean a one (1)-year period from July 1 through June 30, during which collective bargaining between the Association and the Board is active, or is expected or required to commence in accordance with [Article 3](#), or applicable legislation.
- 2.08** "Board" shall mean the Board of Governors of The University of Lethbridge.
- 2.09** "Code" shall mean the *Labour Relations Code* of Alberta, as may be amended.
- 2.10** "Contract Year" shall mean a one (1)-year period from July 1 to June 30.
- 2.11** "Dean" shall mean, depending on the context, either the Dean of a Faculty or School if affecting the Members in a Faculty or School, the University Librarian if affecting Professional Librarians in the University Library, the Dean of the Faculty of Education if affecting the Members in the Curriculum Laboratory; or persons authorized to act in any of these capacities.
- 2.12** "Department" shall mean an academic unit or area established by the Board under either of these designations.
- 2.13** "Department Chair" shall mean a person authorized to act in that capacity, or in the capacity of an Area Chair.
- 2.14** "Faculty" shall mean an academic unit established by the Board and designated as either a Faculty or a School.
- 2.15** "Faculty Member" shall mean a member of the academic staff with the rank of Professor, Associate Professor, or Assistant Professor.
- 2.16** "Handbook" shall mean Faculty or Sessional Lecturers Handbooks, including any schedules or memoranda of understanding appended thereto, pre-cursors to this Collective Agreement before July 1,



2018, covering the academic staff bargaining unit at the University of Lethbridge.

- 2.17** "Instructor" shall mean a member of the academic staff with the rank of Instructor III, Instructor II, or Instructor I.
- 2.18** "Medical Certificate" means a certificate signed by a qualified health-care professional and submitted to the Wellness Department verifying:
- 2.18.1 that a medical condition exists;
  - 2.18.2 if a treatment plan has been recommended, whether the Member is participating, to the best of the qualified health-care professional's knowledge;
  - 2.18.3 the anticipated date upon which the Member is expected to be able to meet the full or modified responsibilities of his/her position; and
  - 2.18.4 any medical limitations or restrictions that impact the Member's ability to meet the full or modified responsibilities of his/her position; or
  - 2.18.5 for the purposes of Compassionate Care Leave in [Article 33.08.3](#), that a Family Member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date the certificate is issued, or if the leave began prior to the certificate from the date the leave commenced, and that the Family Member requires the care or support of one or more Family Members.
- 2.19** "Medical Leave" includes Leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the Member from performing the duties the Member was performing immediately prior to the commencement of the sickness or injury.
- 2.20** "Member" shall mean an employee of the Board who is a Faculty Member, Professional Librarian, Instructor, Academic Assistant, or Sessional Lecturer.
- 2.21** "Parties" shall mean the Board and the Association.
- 2.22** "Part Time Member" shall mean a Member who has been assigned duties on less than a full-load basis but is not a Sessional Lecturer (as defined in [Article 2.29](#)), or a Member on Reduced Load Status ([Article 32](#)).

- 2.23** “Personal File” shall mean the file maintained by the Dean pertaining to a Member and which contains materials subject to [Article 9](#) of this Collective Agreement.
- 2.24** “Personnel Committee” shall mean any of the committees defined in [Article 17](#) of this Collective Agreement.
- 2.25** “President” shall mean the President of the University, or a person authorized to act in that capacity.
- 2.26** “Procedural Fairness” shall mean any and all of the following:
- 2.26.1 the duty of an adjudicator to make a decision without a reasonable apprehension of bias or a conflict of interest (prior familiarity with the facts of a case does not, by itself, constitute a reasonable apprehension of bias, nor do past friendly or unfriendly relationships);
  - 2.26.2 the duty of an adjudicator to interpret and apply the Collective Agreement, including criteria of [Articles 12, 14,](#) and [15.06](#) in a reasonable and equitable manner (a disagreement with a decision or judgement does not, in itself, constitute a misinterpretation or misapplication of the Collective Agreement, nor does it constitute an unreasonable interpretation or application of the Collective Agreement, nor does differential treatment, in itself, constitute evidence of inequitable treatment between Members when appropriate rationale can be provided);
  - 2.26.3 the duty of an adjudicator to ensure that adequate evidence is presented or collected to meet the standard of proof appropriate to support the decision and that such evidence is duly and appropriately considered;
  - 2.26.4 the duty of an adjudicator to inform his/her of their right to advice and representation from their Association and to allow such advice and representation without hindrance;
  - 2.26.5 that the parties to a procedure have a right to know all the evidence presented and used in the decision making process;
  - 2.26.6 that the parties to a procedure have an opportunity to respond to all evidence presented and used in the decision making process;
  - 2.26.7 that the parties to the procedure have a reasonable opportunity to present their case to adjudicator or adjudicators; and

- 2.26.8 that principles of natural justice are applied.
- 2.27** “Professional Librarian” shall mean a member of the academic staff holding an appointment in the University Library or in the Curriculum Laboratory of the Faculty of Education and holding an academic degree and a degree in librarianship from an accredited library school or its equivalent.
- 2.28** “Senior Academic Administrator(s)” shall include persons authorized to act in any of these capacities: Deans and Associate Deans, University Librarian and Associate University Librarian, Vice-President (Academic) and Vice-Provost and Associate Vice-President (Academic), Vice-President (Research) and Associate Vice-President (Research), and President.
- 2.29** “Sessional Lecturer” shall mean a member of the academic staff with the rank of Sessional Lecturer II, or Sessional Lecturer I.
- 2.30** "Supplementary Unemployment Benefits Plan" or "SUB Plan" shall mean a University plan for eligible Members on Maternity Leave or Parental Leave that is used to top up a Member's Employment Insurance payments to a level not exceeding his/her pre-Leave base salary.
- 2.31** “University” shall mean The University of Lethbridge.
- 2.32** “University Librarian” shall mean the University Librarian of the University or a person authorized to act in that capacity.
- 2.33** “Vice-President (Academic)” shall mean the Provost and Vice-President (Academic) of the University, or a person authorized to act in that capacity.
- 2.34** "Working Days" shall mean Monday through Friday, but does not include any holidays as identified within [Article 26.01](#), nor any days when the University is closed.
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### **Article 3: Amendments and Modification of the Collective Agreement**

- 3.01** This Collective Agreement, with any amendments agreed upon under [Article 3.03](#), is the only Collective Agreement in force between the Parties.
- 3.02** This Collective Agreement shall continue in force, except as amended under [Article 3.03](#), until the expiry date specified in [Schedule S](#), subject to applicable legislation.

### **3.03 Amendments Outside the Collective Bargaining Process**

- 3.03.1 The Parties to this Collective Agreement may occasionally make limited modifications and specify their agreement to the same by signing a Memorandum of Agreement/Understanding through the processes provided for in this Collective Agreement.
- 3.03.2 In the event that any provision of this Collective Agreement is found by a court, tribunal, or arbitrator of competent jurisdiction to be illegal or unenforceable, then such provision shall be severed from the Collective Agreement as having no force or effect.
- 3.03.3 In the event any such decision of a court or tribunal of competent jurisdiction is appealed, the operation of the provision in question shall be suspended pending the outcome of such appeal.

### **3.04 Amendments Through Collective Bargaining**

- 3.04.1 Negotiations for renewal of this Collective Agreement shall take place in accordance with the *Alberta Labour Relations Code* and other applicable legislation.
- 3.04.2 To consider the proposed amendments, each Party shall designate a negotiating committee of up to five persons. The two committees shall meet to negotiate the proposed amendments.
- 3.04.3 If the Parties agree upon an amendment of this Collective Agreement, the agreement shall include a specification of the date upon which the amendment takes effect, and the amendment shall become part of this Collective Agreement.

### **3.05 Strikes and Lockouts**

- 3.05.1 The Association agrees that it shall not engage in any strike or picketing during the currency of this Collective Agreement.
- 3.05.2 The Board agrees that it shall not lock out any Members of the Academic Staff during the currency of this Collective Agreement.
- 3.05.3 In the event of a strike or lockout involving members of other bargaining units at the University, Members of the Academic Staff:

- (a) shall not be required to perform the work of the members of those other bargaining units during the job action by those other members;
  - (b) shall not be subject to new or additional duties, requirements, or work rules as a result of the strike or lockout beyond those required by law for the preservation of life, personal safety or health of the public or the maintenance and administration of law and order.
- 3.05.4 Members have the right not to cross a picket line established by another certified bargaining agent with members delivering University services at the University in consequence of job action by that other bargaining agent and shall not be in breach of this Collective Agreement.
- 3.05.5 Members who choose to exercise their rights under [Article 3.05.4](#) shall not be subject to disciplinary action nor loss of pay or other rights and benefits provided by this collective agreement so long as they carry out all scheduled duties, including those that require the presence of the Member on campus.
- 3.05.6 Members who are or anticipate being unable to carry out scheduled duties as a result of exercising their right under [Article 3.05.4](#) shall advise their Dean as early as reasonably possible that they will not be available for the scheduled duties.
- 3.05.7 Members who refuse to carry out scheduled duties through the exercise of their rights under [Article 3.05.4](#) shall be assessed a penalty equivalent to 1/252 of their annual salary in lieu of other discipline for each day on which they refuse to carry out such duties.
- 3.05.8 The President may waive the penalty in [Article 3.05.7](#).
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## **Article 4: Applications and Exclusions**

- 4.01** The provisions of this Collective Agreement shall apply to all active Members.
- 4.02** Inactive Members are those employees of the Board who:
- 4.02.1 are Senior Academic Administrators (as specified in [Article 2](#)), for the term(s) of their appointments as Senior

Academic Administrators, and for any period(s) of administrative leave;

4.02.2 are Members appointed through Order in Council to serve on the Board, for the duration of their appointments to the Board.

**4.03** Active Members are all Members who are not inactive.

**4.04** Inactive Members shall not participate in Member activities of the Association, nor shall they pay dues, in accordance with [Article 4.06](#).

4.04.1 Inactive Members under [Article 4.02.1](#) are protected by all terms of the Collective Agreement except [Articles 31, 21, 14.09](#) and [Schedules A, B and E](#) with regard to their Academic Position.

4.04.2 Inactive Members under [Article 4.02.2](#) are protected by all terms of this Collective Agreement with regard to their Academic Position.

**4.05** Where the application of an Article to a Senior Academic Administrator would require action by that administrator constituting or leading to a conflict of interest, the person who supervises that administrator shall take appropriate steps to resolve or manage the conflict of interest.

**4.06** In each Contract Year, the Board shall make available to the Association a sum equal to the Association dues (based on the academic portion of their salaries) for each of the inactive Members. For this purpose, the mill rate shall be the average Association rate for the two (2) preceding Academic Years. Such funds will be contributed as follows: one-half to Association Conference Travel and one-half to the Association Stabilization Fund. No amounts shall be assessed for Confederation of Alberta Faculty Associations (CAFA) or Canadian Association of University Teachers (CAUT) dues.

**4.07** The Board contribution for Inactive Members, as provided in [Article 4.06](#), shall be paid in monthly instalments, in a manner similar to and with information as provided in [Article 5.04](#) for Members.

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## **Article 5: Recognition**

### **5.01 Exclusive Bargaining Agent**

5.01.1 The Board recognizes the Association as the exclusive bargaining agent for all active Members, and for all inactive Members except as provided in [Article 4.04](#).

### **5.02 Use of Premises**

5.02.1 The Board recognizes the utility of providing office space to the Association and agrees to continue to provide the current resources or equivalent in accordance with past practice:

- (a) the use of suitable office space and accommodations;
- (b) access to telecommunications and internet resources at internal rate, paid by the Association;
- (c) access to internal services such as mail delivery and meeting rooms on campus(es);
- (d) access to the University's facilities such as parking and identification cards for the Association's staff at prevailing internal rates;
- (e) one (1) Lot E parking permit, plus one (1) departmental rover parking permit at the prevailing internal rates, paid by the Association.

### **5.03 Association Activity**

5.03.1 A Member's service to the Association shall be deemed Service to the University and Society in evaluation of performance.

5.03.2 The Board shall not interfere with active Members participating in Association activities when those activities do not unduly interfere with active Members' assigned duties.

5.03.3 Electronic correspondence or communication carried on among active Members of the Association or its staff in furtherance of Association activities shall be the property of the parties so corresponding or communicating.

5.03.4 The Board recognizes that Members have the right to attend open meetings of the Board, and to attend open meetings of

the committees of that body, subject to this activity not interfering with the execution of the Member's duties.

- 5.03.5 The Association has the right to call upon the assistance of duly authorized representatives of the Canadian Association of University Teachers (CAUT) and the Confederation of Alberta Faculty Associations (CAFA).

#### **5.04 Deduction of Dues**

- 5.04.1 The Board shall deduct and remit to the Association from the monthly salaries of all active Members dues on behalf of the Association, the Confederation of Alberta Faculty Associations (CAFA), and the Canadian Association of University Teachers (CAUT) as assessed by the Association.
- 5.04.2 Dues shall be remitted by the 15th day of each month for dues assessments of the previous month. Any adjustments shall be reconciled in the next month.
- 5.04.3 The Board shall inform the Association of the name of and the deductions made for each active Member, broken down by the organizations listed in [Article 5.04.1](#).

#### **5.05 Course Release Time**

- 5.05.1 Should a Bargaining Year extend beyond that July 1 to June 30 period in which bargaining has commenced, the Bargaining Year will be extended on a pro rated basis to those regular semesters where bargaining remains active.

##### **5.05.2 Course Release Time Provided by the Board**

- (a) At no cost to the Association, the Association shall be entitled to the equivalent time in three-(3)-credit hour courses (the single course release) on the following basis:
- (i) five (5) single course releases in any Year;
  - (ii) two (2) additional single course releases in any Bargaining Year.

##### **5.05.3 Course Release Time Purchased by the Association**

- (a) The Association is permitted to buy single course releases over and above the course releases under [Article 5.05.2](#) on the following basis:



- (i) up to eight (8) single course releases in any Year;
  - (ii) two (2) additional single course releases in any Bargaining Year;
  - (iii) the Association shall remit to the Board an amount equal to the minimum Sessional Lecturer stipend plus 25%, as identified in [Schedule A](#) of this Collective Agreement for each course release so purchased under [Article 5.05.3](#);
  - (iv) should the Association request that course releases be accorded to a Member at a rate of two (2) or more course releases in one (1) Academic Year, all releases in that Academic Year shall be permitted through the Association remitting to the Board a total amount equal to one third (1/3) of the minimum salary for an Associate Professor plus 25%, such minimum as identified in [Schedule A.01.1](#) of this Collective Agreement.
- 5.05.4 In the case of an Instructor/Academic Assistant or a Professional Librarian, a comparable proportionate reduction in assignment or other equivalent adjustment will be made.
- 5.05.5 As soon as possible after the Association Annual General Meeting, the Association shall inform the President and the relevant supervisors of the names of the active Members who are being recommended for course releases and the number of those course releases (or their equivalent) per active Member.
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## **Article 6: Communication and Information**

### **6.01 Communication between the Parties**

- 6.01.1 Except where otherwise specified in this Collective Agreement, correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass between the President of the University and the President of the Association, or their designates.

- 6.01.2 Where written notice is called for in this Collective Agreement, email shall be deemed adequate means for correspondence between the Association and the Board for all Articles except [Articles 22](#) (Grievance and Interpretation) and [Article 24](#) (Supervision and Discipline).
- 6.01.3 All communications required in [Articles 22](#) and [24](#) shall be delivered during business hours (8:30 am to 4:30 pm) in a manner that permits acknowledgement of receipt if requested or if required by this Collective Agreement.
- 6.01.4 Email (including any attachments thereto) delivered outside business hours shall be deemed to have been delivered at 8:30am on the next Working Day.
- 6.01.5 In no case may correspondence sent to the Association be used for purposes other than the administration or negotiation of this Collective Agreement.

## **6.02 Distribution of the Collective Agreement**

- 6.02.1 The Board shall make available a linkable copy of the Collective Agreement at the URL stated in [Article 2.05](#), with cross-referenced links embedded, on the University website for all Members to access.
- 6.02.2 The URL of the Collective Agreement on the University website shall be included in all offers of appointment to prospective Members.
- 6.02.3 Amendments to this Collective Agreement outside the collective bargaining process shall be posted to the same University website on which this Collective Agreement is made available.

## **6.03 Information about Individual Active Members**

- 6.03.1 The President shall make available to the Association, in electronic format, the following information:
  - (a) access for three years to copies of offer of appointment of new Members, and of letters agreeing to a change in appointment status, once such appointments have been ratified by the Board;
  - (b) a list at the beginning of each Fall and Spring semester that includes the name, rank, academic

unit, and date of appointment of each new Member;

- (c) a list at the beginning of each Fall and Spring semester that includes the name and termination date of each Member whose appointment is terminated in accordance with any of the termination processes described in [Article 16](#);
- (d) a list, provided annually in July, that includes each Member who has applied for or been awarded Extension of Probation, Continuing Appointment, Tenure, and/or Promotion;
- (e) a list, provided annually no later than October 31 of each year, with information to be complete as of September 30, including the following information about all active Members of the Academic Staff:
  - (i) name;
  - (ii) gender (as identified for Economic Benefits purposes);
  - (iii) date of birth;
  - (iv) current home contact information (address and phone);
  - (v) start date of current appointment;
  - (vi) end date of Term, Probationary, or Sessional Lecturer appointment;
  - (vii) appointment category;
  - (viii) rank/position;
  - (ix) Faculty/Library/Department;
  - (x) full-time or part-time equivalence for Members other than Sessional Lecturers;
  - (xi) Academic Career Years (if applicable);
  - (xii) the number of years accumulated towards the maximum for Term Appointment (as identified in [Article 18.01.1\(b\)\(i\)](#));
  - (xiii) reason for Term Appointment (pursuant to [Article 18.01.1\(a\)](#)) or for Sessional Lecturer appointment (pursuant to [Article 34.01.2](#));

- (xiv) salary;
  - (xv) dues paid on the Member's behalf to the Association; and
  - (xvi) benefits category broken down by single or family coverage.
- (f) A list, provided annually no later than October 31 of each year, with information to be complete as of September 30, containing the following information in aggregate form:
- (i) the number of credit hours taught in each semester:
    - [a] by course level (1000-level through to graduate level);
    - [b] by appointment category (Faculty Member, Professional Librarian, Instructor/Academic Assistant and Sessional Lecturer); and
    - [c] by Faculty/Library.

#### **6.04 Provision of Information for Inactive Members**

6.04.1 The President shall provide to the Association, in electronic format, on an annual basis no later than October 31 of each year, with information to be complete as of September 30, a list of Inactive Members that includes the following information:

- (a) name;
- (b) inactive Member designation start date;
- (c) inactive Member designation end date;
- (d) dues paid on his/her behalf to the Association.

#### **6.05 Protection and Use of Data Provided for the Administration of the Collective Agreement**

6.05.1 The Association agrees to respect the confidentiality of personal information and the privacy of Members, and undertakes that information received by the Association for the administration of the Collective Agreement shall not be

published or otherwise used in ways that could result in the identification of individual Members' information beyond purposes necessary for the administration of this Collective Agreement.

- 6.05.2 Personal information provided by the Board shall be maintained and used by the Association only for the purposes of operating the Association in accordance with the provisions of the *Post-Secondary Learning Act*, the *Code*, the *Freedom of Information and Protection of Privacy Act*, this Collective Agreement, and any other applicable Provincial or Federal legislation.
- 6.05.3 The Association will maintain in a secure manner personal information provided by the Board.
- 6.05.4 Prior to disposal of any media containing personal information provided by the Board, the Association will ensure that the personal information has been erased or destroyed.

**6.06** In the event of unauthorized access to or disclosure of personal Member data, the Parties shall:

- 6.06.1 inform each other as soon as is practicable upon discovery of the unauthorized access or disclosure;
- 6.06.2 work to discover and limit the source and extent of the unauthorized access; and
- 6.06.3 work to recover any lost data and prevent future unauthorized access or disclosure.

### **6.07 Requests for Additional Information**

- 6.07.1 The President shall make available to the Association, upon written request and within a reasonable time, information on Members not provided in [Article 6](#).
- 6.07.2 [Article 6.07.1](#) shall not be construed to require the President to compile information in the form requested if such data are not already compiled in the form requested, or to supply any confidential information, beyond what is required for the administration of this Collective Agreement.

## **6.08 Anomalies**

- 6.08.1 The Association may request a meeting to discuss the information provided in [Article 6](#) with a view to identifying any anomalies and responding to any concerns.
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## **Article 7: Quarterly Labour/Management Meetings**

- 7.01** The Parties shall endeavour to meet quarterly, and/or more frequently by mutual consent, on dates scheduled by agreement, for the purpose of addressing matters relevant to the Collective Agreement.
- 7.02** Each Party shall submit to the other Party not less than five (5) Working Days before the scheduled date of each meeting a list of particular matters to be discussed.
- 7.03** No more than five (5) representatives from each Party shall attend such meetings.
- 7.04** Matters that would normally be dealt with in Article 22 shall not be the subject matter of these meetings.
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## **Article 8: Delegation**

- 8.01** Any task required herein to be performed by the Board may by the Board's delegation be performed by the President.
- 8.02** Any task required herein to be performed by the President may be delegated by the President as he/she sees fit, and the President may prescribe conditions governing the exercise of any delegated task including the power of sub-delegation.
- 8.03** Any task required herein to be performed by the Vice-President (Academic), or a Dean, may be delegated under the same provisions that apply to the President.
- 8.04** Any task required herein to be performed by the President of the Association may be delegated by him/her as he/she sees fit, and he/she may prescribe conditions governing the exercise of any delegated task including the power of sub-delegation.
- 8.05** Where a task required herein is delegated under the provisions of this Article, the force of the performance of that task shall be the

same as if performed by the delegator, upon whom the results of the performance shall be binding.

- 8.06** The delegation of a task required herein shall be made known in writing to the Members affected.
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## **Article 9: Personal Files**

- 9.01** The appropriate Dean shall maintain a Personal File for each Member for purposes defined by this Collective Agreement.
- 9.02** Personal Files shall be kept in accordance with the University's Records Management Policy.
- 9.03** A Personal File shall contain only personal information relating to the Member's employment and educational history and other information necessary for the administration of this Collective Agreement.
- 9.04** The Member's Personal File shall not include records or testimony pursuant to
- 9.04.1 the Employee Assistance Program;
  - 9.04.2 any confidential mediation process.
- 9.05** All materials considered by a Personnel Committee regarding a Member and all materials forming the basis of a disciplinary decision regarding a Member shall have been entered in that Member's Personal File.
- 9.06** All use of material in the Personal File shall be in accordance with the principles of procedural fairness and principles of natural justice, defined in [Article 2.26](#).

### **9.07 Access**

- 9.07.1 Information contained in a Personal File shall be made available to persons who require access to perform their duties as specified by an Article of this Collective Agreement. In the conduct of their duties, Senior Academic Administrators shall have access to the Personal Files at all times.
- 9.07.2 A Senior Academic Administrator may seek internal or external advice about items in a Member's Personal File subject to and in compliance with the requirements of any

relevant legislation. Otherwise, the information shall be made available only as authorized in writing by the Member, or as required by law.

- 9.07.3 Copies of documents in a Member's Personal File must be handled to the same standard of access and security as the originals, and may be made only for Collective Agreement purposes.

## **9.08 Curriculum Vitae**

- 9.08.1 A Member shall maintain a curriculum vitae in his/her Personal File; it shall be updated annually as part of the documentation submitted in relation to Professional Activities reporting, or at the commencement of each contract period if the Member is a Sessional Lecturer.

## **9.09 Confidential Letters of Reference**

- 9.09.1 A Member's Personal File shall include all confidential letters of reference pertaining to that Member.
- 9.09.2 Unless otherwise designated by the author of the letter, subject to [Article 9](#) all letters containing assessments of a Member's performance shall be deemed confidential.
- 9.09.3 All confidential letters of reference shall be signed and dated by their authors; letters which are not signed and dated shall not be entered into a Member's Personal File.
- 9.09.4 When the President or Dean requests a confidential letter of reference, he/she shall inform the referee of the provisions of [Article 9](#) respecting disclosure of confidential information.
- 9.09.5 Before confidential information is disclosed concerning letters of reference that have not been solicited by the President or Dean, the President or Dean receiving such letters shall inform the author of the unsolicited letter of the provisions of [Article 9](#) in writing. The unsolicited letter shall be destroyed or returned, whichever is more appropriate, if the author of the letter does not respond or refuses to agree with the provisions of [Article 9](#).
- 9.09.6 Letters of assessment submitted by a Member for inclusion in his/her Personal File shall be dealt with in accordance with [Article 9.11](#).



## **9.10 Fair summary of confidential letters of reference**

- 9.10.1 A Member shall, upon written request, be given by the President or Dean the names of authors of the confidential letters of reference in his/her Personal File with a fair summary of the contents of those letters, except where fewer than three letters are involved, in which case only the fair summary shall be provided. In this context a fair summary may include quotations from the letter itself.
- 9.10.2 The President or Dean shall attempt to preserve confidentiality; however, the requirement of a fair summary shall take precedence over the need for confidentiality where there is a clear conflict between the two principles.
- 9.10.3 The decision of the President or Dean respecting a fair summary and the manner of preservation of confidentiality shall be subject to Interpretation under [Article 22](#).
- 9.10.4 When a fair summary is presented to a committee in the course of a process under this collective agreement, the Committee members shall have access to the original letter and a right to comment on the accuracy and suitability of a fair summary provided.

## **9.11 Materials Other Than Confidential Letters of Reference**

- 9.11.1 Materials other than confidential letters of reference may be entered into a Member's Personal File only if they are signed and dated by the author and/or institutional source and comply with [Article 9.03](#).
- 9.11.2 The Member shall be informed within ten (10) Working Days that materials have been placed in his/her Personal File.
- 9.11.3 Materials not signed and dated shall enter a Member's Personal File only with that Member's written authorization in each specific instance.
- 9.11.4 Electronic mail is considered material that is not signed unless signed with a valid digital signature.

## **9.12 Materials Obtained Pursuant to the Evaluation of Teaching**

- 9.12.1 Materials obtained pursuant to a policy on teaching evaluation established according to the provisions of

[Article 12.01](#) shall be dealt with according to [Article 9.09](#) where individually written assessments of teaching are included, and according to [Article 9.11](#) where other forms of assessment are included, including materials from students.

- 9.12.2 Procedures shall be used that ensure the identity of the student respondent is protected to the maximum extent permitted by [Article 9](#).

### **9.13 Inspection and Comment by a Member**

- 9.13.1 A Member shall have the right, with reasonable notice in writing, to inspect the contents of his/her Personal File, except for confidential letters of reference.
- 9.13.2 The Member shall not remove his/her Personal File or any part of it.
- 9.13.3 Upon written request, the Member shall be able to obtain copies of the materials which he/she has the right to inspect.
- 9.13.4 A Member shall have the right to have included in his/her Personal File his/her written comments upon the accuracy and/or meaning of any of the contents of that Personal File, and to add materials to the Personal File.

### **9.14 Removal of Materials from a Personal File**

- 9.14.1 The Member, the Association on behalf of the Member, the President or the Dean shall have the right to request in writing the removal and destruction of materials included in a Member's Personal File on the grounds that the materials violate a provision of [Article 9](#), or do not constitute fair and/or relevant comment on the Member's performance.
- 9.14.2 Subject to [Article 9.14.4](#), records relating to progressive supervision and/or minor discipline undertaken according to [Article 24](#) shall be removed from the Member's Personal Files and destroyed after two (2) years at the request of the Member.
- 9.14.3 Subject to [Article 9.14.4](#), records relating to major discipline according to [Article 24](#) shall be removed from the Member's Personal Files and destroyed after five (5) years at the request of the Member.

- 9.14.4 Should the Dean disagree with a request to remove and destroy material from the Personal File under this Article, he/she must provide a specific rationale in writing to the Member, with a copy to the Association.
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## **Article 10: Courses Taught in Addition to Assigned Duties, including Summer Session Courses (Excluding Sessional Lecturers)**

- 10.01** For course(s) taught over and above a Member's assigned duties, including those taught during Summer Session, the Member will receive the stipend specified in [Schedule A.03](#), subject to the other provisions of [Article 10](#).
- 10.02** The stipend for courses greater than or fewer than three (3) credit-hours shall be subject to individual negotiation. Prior to such negotiation, the Dean shall remind the Member of his/her right to be accompanied, pursuant to the provisions of [Article 11.02.6](#), Participation and Accompaniment.
- 10.03** In the event that a course under [Article 10](#) is cancelled thirty (30) Working Days or fewer from the scheduled commencement of the course, the Member shall receive the partial stipend specified in [Schedule A.03.1\(c\)](#) to recognize the preparation time of the Member.
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## **Article 11: Rights and Responsibilities**

### **11.01 Academic Freedom**

- 11.01.1 The Board and Association recognize the need to protect academic freedom. Academic freedom is generally understood as the right to teach, engage in scholarly activity, and perform service without interference and without jeopardizing employment. This freedom is central to the University's mission and purpose and entails the right to participate in public life, to criticize University or other administrations, governments or public figures, to champion unpopular positions, to engage in frank discussion of controversial matters, to raise questions and challenges which may be viewed as counter to the beliefs of society,

and to act according to the Member's standards as a professional in the Member's field.

- 11.01.2 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base teaching, scholarly activity and service in an honest and careful search for knowledge.
- 11.01.3 Members shall respect the academic freedom of others despite differences of opinion.
- 11.01.4 Academic freedom does not diminish the obligation of Members to fulfill their duties and responsibilities as defined within this Collective Agreement.
- 11.01.5 The Board and the Association recognize their respective responsibilities to defend academic freedom as specified in [Article 11](#). These responsibilities include, but are not limited to:
  - (a) providing legal support to Members in matters that arise from the exercise of academic freedom in accord with [Article 11](#);
  - (b) educating Members on the rights and responsibilities related to academic freedom; and
  - (c) promoting academic freedom.
- 11.01.6 When addressing themselves to the community at large, Members retain the rights and responsibilities which flow from the concept of academic freedom as defined in [Article 11](#).

## **11.02 General Rights and Responsibilities**

- 11.02.1 The Board and the Association shall make efforts to promote and preserve good will among all members of the University community.
- 11.02.2 The Board recognizes a duty to provide, and Members have the right to:
  - (a) a safe workplace free from unfair discrimination, harassment, or abuse of authority; and
  - (b) facilities and support services consistent with a Member's duties and responsibilities as identified in this Collective Agreement.

11.02.3 Procedures for the resolution of complaints regarding [Article 11.02.2](#) shall be without recrimination or retribution unless the complaints are frivolous or vexatious.

11.02.4 Prospective or former Members shall not be expected to perform duties before or after the term of their appointment without being appropriately compensated, when those duties are related to their appointment as a Member. Compensation shall be on a pro-rated basis, based on the rate associated with the Member's contract.

#### 11.02.5 Freedom from Discrimination

- (a) There shall be no unfair discrimination, interference, restriction or coercion practiced with respect to any Member in regard to any terms or conditions of employment by reason of age, race, colour, ethnicity, national origin, philosophical, political, or religious affiliation or belief, gender, sexual orientation, marital status, or physical disability, or contrary to the provisions of any relevant legislation.
- (b) There shall be no unfair discrimination practiced with respect to any Member in regard to any terms or conditions of employment by reason of family relationships.

#### 11.02.6 Participation and Accompaniment

- (a) Except as provided in [Articles 11.02](#) and [11.04](#), Members shall have the right to express opinions and to participate by means of their representatives in procedures provided by this Collective Agreement, and in the selection of academic administrators.
- (b) The Association has the right to be represented and to represent Members at meetings that deal with disciplinary action. With advance notice by either Party, legal counsel may attend the meeting.
- (c) Members have the right to be accompanied by another individual of the Member's choosing in all procedures specified in this Collective Agreement, provided that:
  - (i) the individual is a Member or staff member of the Association;

- (ii) the individual is not the President of the Association;
  - (iii) the individual is not precluded by [Article 11.04](#) from such an accompaniment role. In the case of a dispute, resolution shall be as provided for in [Article 11.04.6](#); and
  - (iv) if the Board indicates that legal counsel will be attending the procedure, the Member may be accompanied by a representative delegated by the Association.
- (d) The Member exerting his/her right under [Article 11.02.6\(c\)](#) has no obligation to justify the accompaniment but shall identify the accompanying individual in advance.
  - (e) A Member may waive his/her right under [Article 11.02.6\(c\)](#).

#### 11.02.7 Representation to the Board

- (a) A Member shall have the right to make written representation to the Board through the President.

#### 11.02.8 Ownership of Documents and Communication

- (a) This collective agreement recognizes two (2) types of documents, including electronic records and correspondence:
  - (i) documents and records, including electronic records (excluding any personal notes or annotations) held by Members acting in administrative roles, such as Chairs, Coordinators, or Assistant Deans, which are related to those administrative duties and reflect administrative communications between Chairs, Coordinators, Assistant Deans and other academic and non-academic members of staff. Such documents belong to the Board; and
  - (ii) those communications which reflect confidential academic conversations

among academic colleagues. Such documents belong to the Member.

- (b) It is agreed that the ownership of categories of documents which are neither [\(a\)\(i\)](#) nor [\(a\)\(ii\)](#) in [Article 11.02.8](#) shall be resolved using the procedures of [Article 22.04](#) of this Collective Agreement, subject to the applicability of relevant legislation.

### 11.02.9 Other Rights

- (a) Members have the right to:
  - (i) maintain order and safety in the classroom, lab or other teaching or research situation and to limit the access of persons who are abusive, disruptive or who otherwise violate the rights of Members, students, or other people authorized to be present;
  - (ii) assistance of security personnel regarding the maintenance of such order, safety and limitations of access; and
  - (iii) rule on the use by students of recording devices in the classroom, laboratory, or analogous learning situation, subject to reasonable accommodation of student needs and recognizing that both the Board and the Members have an obligation to accommodate students with disabilities.

## 11.03 Responsibilities of Members

Members shall act fairly towards students, staff, other Members, Board members and administrators. There shall be equitable treatment, no unfair or irrelevant discrimination, objective assessment of performance, due respect for opposing ideas, due acknowledgement of intellectual indebtedness, due respect for privacy and confidentiality, and compliance with this Collective Agreement. Members shall execute their duties in a manner consistent with reasonable, professional expectations, and within the constraints imposed by all legal requirements including this Collective Agreement.

### 11.03.1 Responsibilities of Members as Teachers and Supervisors of Students

Members shall have the following responsibilities as teachers and supervisors of students:

- (a) Members shall maintain a scholarly competence and pedagogic effectiveness;
- (b) Members shall discharge their instructional responsibilities in accordance with procedures established pursuant to the provisions of the Post-Secondary Learning Act;
- (c) Members who provide instruction shall comply with procedures established pursuant to the provisions of the Post-Secondary Learning Act for reporting the grades of their students. Where such grades are reviewed by Department, Faculty or University committees, Members should be available for the duration of the committee's work if so required by the committee. If this Article requires the availability of a former Member after the end of his/her contract, the former Member shall be compensated on a pro-rated basis, based on the rate associated with his/her contract;
- (d) Members shall not cancel or terminate scheduled instruction assigned under [Article 13](#) except for good reason, shall give their students notice of such cancellation together with notice of any alternative instruction or rescheduling of the cancelled instruction and shall inform his/her Dean or designate, with reasons for the cancellation;
- (e) Members shall be reasonably available for out of class discussions with students. Students shall have equal opportunity for such discussions;
- (f) Members shall treat students fairly in class and shall reasonably accommodate individual instructional needs;
- (g) Members shall not accept pay for tutoring a student in any subjects in which the Member is responsible for giving classroom instruction to that student but may recommend tutors who may do so provided that no benefit, direct or indirect, accrues to the Member for that referral;
- (h) Members shall not require students in evaluative and/or supervisory relations to the Member to



provide any services to the Member outside a formal, employer/employee relationship in the context of that relationship that are inappropriate to the nature of that relationship. Any employer/employee relationship entered into by a Member shall be reported by the Member to his/her Dean.

- (i) A personal, intimate relationship is one where there exists reasonable apprehension of bias between a Member and a student, and which may be perceived as conferring upon one of them an unfair advantage or subject one of them to an unfair disadvantage. Such relationships may therefore be perceived as a conflict of interest with respect to any evaluative and/or supervisory relationship between the Member and the student.
  - (i) A Member who is involved in a personal, intimate relationship with a student shall not have a supervisory and/or evaluative relationship with that student.
  - (ii) A Member shall not become involved in a personal, intimate relationship with a student with whom the Member has a supervisory and/or evaluative relationship.

### 11.03.2 Responsibilities of Members as Scholars/Creators

When a Member engages in scholarly/creative activity, he/she has the following responsibilities as a scholar/creator:

- (a) All scholarly/creative activity conducted by Members within the University shall have as its primary objectives:
  - (i) creating and disseminating works of aesthetic or intellectual value;
  - (ii) increasing and disseminating knowledge and understanding; or
  - (iii) improving their scholarly competence as teachers, including the keeping abreast of recent developments in their disciplines.
- (b) Members engaged in research, scholarly or creative work are expected to show scholarly/creative integrity therein, and to endeavour to disseminate the results of their

scholarship/creativity or exhibit the results of their creative work. Gross misconduct in scholarly/creative activity means:

- (i) fabrication, falsification, or plagiarism, but not factors intrinsic to the process of scholarly/creative activity, such as honest error, conflicting data or differences in interpretation or assessment of data, or of experimental design;
  - (ii) significant failure to comply with relevant federal or provincial statutes or regulations; or national or international standards for the protection of investigators, human subjects, or the health and safety of the public, or for the welfare of animals; or significant failure to meet other legal requirements that relate to the conduct of scholarly/creative activity;
  - (iii) failure to reveal any relevant and substantial conflict of interest to the agencies funding the Member's University scholarly/creative activity, to those who commission such scholarly/creative activity, to an editor or to an agency requesting the Member to undertake reviews of grant applications or manuscripts for publication, or to an agency requesting the Member to test products for sale or distribution to the public; or
  - (iv) failure to reveal to the Board any material financial interest in a company that contracts with the University to supply goods or services directly pertaining to the Member's University scholarly/creative activity. Material financial interest includes ownership, substantial stock holding, a directorship, substantial honoraria or consulting fees, but does not include routine stock holding in a large publicly traded company.
- (c) Members shall indicate their affiliation with the University and their reliance on the work and

assistance of others, if any, in their scholarly/creative works.

### 11.03.3 Responsibilities of Members (excluding Sessional Lecturers) in Administrative and Committee Work

Members (excluding Sessional Lecturers) shall have the responsibilities in administrative and committee work to be active members of their academic units and Faculty Councils, and are expected, when called upon, to participate to a reasonable extent in other bodies dealing with University governance.

## 11.04 Conflict of Interest and/or Commitment

- 11.04.1 Members are expected to avoid actual or potential conflicts of interest and/or commitment as defined in [Article 11.04](#).
- 11.04.2 No Member shall knowingly participate in any decision-making process that directly and preferentially benefits the Member or any individual with whom the Member has an immediate family, financial, personal or business relationship.
- 11.04.3 An actual or potential conflict of interest arises when a Member is placed in a situation in which his or her personal or financial interests or the interests of his/her immediate family, or persons with whom the Member has a personal or business relationship, conflict or appear to conflict with his/her responsibilities to the University as provided in this Collective Agreement.
- 11.04.4 An actual or potential conflict of commitment arises when the external activities or commitments of a Member are so substantial or so demanding of the Member's time and attention that they interfere with his/her or her responsibilities to the University as provided in this Collective Agreement.
- 11.04.5 The existence of a current or anticipated conflict of interest and/or current or anticipated commitment does not necessarily preclude the Member's involvement in the situation where the conflict has arisen, or may arise. There may be situations where a conflict of interest and/or conflict of commitment once declared can be managed so as to enhance rather than undermine the Member's contributions to the University.

#### 11.04.6 Process for Resolving Conflicts of Interest

- (a) If there is reasonable cause to believe that a current or anticipated conflict of interest and/or current or anticipated conflict of commitment may exist, the Member must formally disclose it in writing to the Member's Dean as soon as possible after the Member becomes aware of it.
- (b) Following consultation with the Member and other appropriate persons, the Dean will notify the Member whether a current or anticipated conflict of interest and/or conflict of commitment exists and if so, decide how it is to be resolved or managed. The Dean shall state in writing the appropriate manner in which to deal with the current or anticipated conflict of interest and/or conflict of commitment.
- (c) Consultation and notification shall be conducted in an expeditious manner and approval for proposals to resolve or manage conflicts of interest and/or conflicts of commitment shall not unreasonably be withheld.
- (d) The decision of the Dean shall be subject to appeal to the Vice- President (Academic).

#### 11.05 Complaints about Members

- 11.05.1 Complaints about a Member alleging a violation of [Article 11.02](#) shall be addressed to the Member, unless the complainant has good reason to fear personal harm or offense. If so, or if the complainant is dissatisfied with the response, the complaint shall be addressed to the Member's Dean, with copies to the Association.
- 11.05.2 If the Dean cannot hear, receive or act on the complaint(s) in a reasonable time, or should not hear or receive the complaint(s) for reasons of a reasonable apprehension of bias, the complaint(s) shall be referred to that person among the remaining Deans with the most decanal service at the University, and this person shall have the authority to act as the appropriate Dean in this matter. If necessary, the Office of the Vice-President (Academic) shall direct the complaint to the appropriate Dean.

- 11.05.3 Complaints about a Member that are found to have merit may be entered into the Member's Personal File by the Dean, following the procedures in [Article 9.11](#) (Materials other than confidential letters of reference), and may be subject to other actions under the provisions of [Article 24](#).
- 11.05.4 In the event that action against the Member is taken under [Article 24](#), the complainant may be informed under condition of confidentiality with respect to the disposition of his/her complaint.
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## **Article 12: Criteria for Extension of Probation, Tenure, Promotion and Salary Increments for Faculty Members**

### **12.01 The criteria for extension of probation, tenure, promotion and salary increments for Faculty Members are:**

#### 12.01.1 Teaching Effectiveness

- (a) Effectiveness as a teacher implies a concentrated and successful effort to create the best possible learning situation for students. It involves continuing attention to course work, course design and related activities; and to the supervision of students in alternative modes of learning. It may involve participation in seminars and colloquia, the design of innovative methods of teaching, or other contributions to the teaching activities of the University and beyond. Effectiveness in teaching may be assessed by a variety of means including but not limited to: self-reflection; appraisals by fellow Members or pedagogical experts; examples of lectures, class materials, exams and assignments; presentations, articles and practice guides; prizes or awards; evidence of pedagogical leadership, impact, mentorship of others; receiving mentorship or training. When student appraisals are used:
- (i) an appropriate, user-friendly, intelligible and easily accessible mode of

presentation of these data shall be used;  
and

- (ii) assessors and evaluators shall be educated in inherent and systemic biases in certain kinds of student appraisals of teaching effectiveness, and shall take these biases into account when using such appraisals.

## 12.01.2 Research and Creative Activity

- (a) Efforts shall be made to evaluate the quality and originality of both published and unpublished scholarly work; “publication” in this context shall be interpreted to include exhibitions and performances, as appropriate.
- (b) Research/creative work shall be evaluated which
  - (i) concerns topics, ideas, theories, or methods used in the teaching program of the Member's Department, or, where there is no department, comparable administrative unit;
  - (ii) directly relates matters arising from [Article 12.01.2\(b\)\(i\)](#) above to topics, ideas, theories, or methods of other areas in interdisciplinary fashion;
  - (iii) concerns topics, ideas, theories, or methods in the teaching programs of other areas; or
  - (iv) beyond [Articles 12.01.2\(b\)\(i\)](#), [12.01.2\(b\)\(ii\)](#), and [12.01.2\(b\)\(iii\)](#), the onus shall lie with the Member to demonstrate that his/her work should be evaluated.
  - (v) factors that may be considered in the evaluation of research and creative activity include, but are not limited to, grant application writing; the publication of books, monographs and contributions to edited books; papers in both refereed and non-refereed journals; the academic planning of, or papers delivered at, professional meetings; consulting work

and other professional activities involving research competence; participation in panels; unpublished research including current work in progress; editorial duties; refereeing; creative works and performances; and scholarship as evidenced by the Member's depth and breadth of knowledge and general contributions to the research life of the University.

### 12.01.3 Service to the University and to Society

- (a) Recognition shall be given to the contribution of the Faculty Member to the intellectual life and academic climate of the University through seminars, recitals, discussions, readings and debates; to the effectiveness of contributions to the functioning of the University through activities and work on University, Faculty, Library, Department/Area/Program, and Association committees, working groups and task forces; to administrative activities related to the research and teaching functions of the University through duties such as Department/Area Chair or through other administrative assignments.
- (b) General contributions to society shall include public lectures and participation in professional, academic, or governmental activities and organizations, and community service related to the Member's University appointment.

**12.02** Within the limitations set by the provisions of this Article, Faculty Councils may develop supplementary policies, subject to the approval of the General Faculties Council, relating to the criteria in [Article 12.01](#). Such policies shall be readily available and the location made known to all affected Members. Such policies are secondary to this Collective Agreement and may neither restrict nor prescribe outside the criteria in [Article 12.01](#).

**12.03** The criteria shall be weighted according to the duties assigned pursuant to [Article 13](#); weightings are subject to [Articles 13.02](#), [13.03.2](#), and [Schedule E](#).

**12.04** Personal or social compatibility shall not be a criterion for extension of probation, tenure, promotion, or salary increments.

## **12.05 Guidelines for the Award of Tenure, Promotion, and Salary Increments**

### **12.05.1 Award of Tenure**

- (a) To qualify for the award of tenure, a Faculty Member shall have established the effectiveness of his/her teaching and a reasonable expectation of his/her ability to create a lengthy and meritorious record of effective teaching. In addition, depending upon the disciplinary area to which the Faculty Member belongs, he/she shall be expected to show evidence of the development of an independent and productive program of research, scholarship and creative activity leading to a reasonable expectation of his/her ability to demonstrate some combination of maturity of scholarship and professional achievement.

### **12.05.2 Award of Tenure at a Rank other than Assistant Professor**

- (a) The application of the criteria for the award of tenure at a particular rank and salary shall be consistent with the application provided in [Articles 12.05.1](#), [12.05.3](#), [12.05.4](#), and [12.05.5](#).

### **12.05.3 Promotion to Associate Professor**

- (a) To qualify for promotion to the rank of Associate Professor, a Faculty Member shall have established the effectiveness of his/her teaching over a period of years. In addition, depending upon the disciplinary area to which the Faculty Member belongs, he/she shall be expected to show evidence of some combination of maturity of scholarship and professional achievement.

### **12.05.4 Promotion to Professor**

- (a) Promotion to the rank of Professor shall be based upon both a lengthy and meritorious record of effective teaching and significant scholarly or creative contributions to the Faculty Member's field. Letters of reference from external referees shall be required. STP Committees shall scrutinize recommendations for promotion to Professor with extreme care to ensure that the requirements have been met.



### 12.05.5 Salary Increments

- (a) Apart from adjustments in salary proportionate to salary schedule changes, a Faculty Member can anticipate cumulative annual adjustments of salary through the award of salary increments. The awarding of salary increments reflects a well-established academic tradition whereby:
  - (i) normal career progress increments are awarded when continuing satisfactory professional performance is demonstrated; and
  - (ii) especially meritorious professional achievements are recognized through monetary reward in the form of merit increments.
- (b) Since the criteria which determine the award of salary increments are those which apply to promotion, there will be a degree of correspondence between salary and rank. Thus, on promotion or appointment, a Faculty Member will receive a salary which is not less than the minimum for the rank. However, at other times, the characteristics of a Faculty Member's professional performance may be reflected in the award of increments but not in promotion.

**12.06** A decision by a Personnel Committee that a Faculty Member not be promoted shall not, in itself, imply that the Faculty Member's performance has been assessed to be unsatisfactory.

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## **Article 13: Assignment of Duties of Members**

For the purposes of [Article 13](#), consult and consultation shall be taken to mean the opportunity to share information, provide input, and suggest alternatives before a final decision is made by the Dean.

**13.01** The duties of a Member shall be deemed to have been assigned to the Member by the Dean according to the following guidelines:

13.01.1 All teaching duties, pursuant to [Article 13.02](#), shall be assigned by the Dean, and duties pursuant to [Articles 13.02.2](#) to [13.02.9](#) shall be deemed to have been assigned by the Dean in consultation with the Member, as

appropriate to the nature of the duty, and consistent with Article [13.01](#).

13.01.2 Research and creative activities are not normally specifically assigned by the Dean; there are, however, clear expectations for the Member as set out in [Article 12.01](#) and elaborated in [Articles 11.03.1](#), and [14.11.1\(b\)](#).

13.01.3 Service duties to the University and community are not normally assigned to the Member by the Dean; it is, however, a clear expectation for the Member as set out in [Articles 12.01](#), [11.04](#), [14.11.1\(c\)](#), and [15.08.1](#). A Member may be involved in service by appointment, designation, delegation, election, professional discretion, or re-assignment.

**13.02** Duties shall include one or more of the following:

13.02.1 teaching assigned courses during the Fall, Spring, and/or Summer sessions, including the organization, preparation, and delivery of course material, the evaluation of students' academic progress, and individual discussions with students outside of class or laboratory hours;

13.02.2 supervising and examining graduate students, undergraduate honours theses, independent studies and applied studies;

13.02.3 personal study and research, including study for purposes of academic self-improvement and the advancement of knowledge and understanding;

13.02.4 research, study, retraining, or upgrading leave on- or off-campus;

13.02.5 Library service, in the case of Professional Librarians;

13.02.6 duties consistent with their position description, in the case of Instructors/Academic Assistants;

13.02.7 administrative and committee work at various levels - Department, Library, School, Faculty, University and Association - including academic administration, assistance at registration, and supervision of examinations;

13.02.8 reassignment of some or all duties to another Department, or comparable academic unit within the Faculty/Library; normally, reassignment of service or administrative duties shall presuppose reassignment of teaching or research

duties; all exceptions require approval of the Vice-President (Academic); and

13.02.9 community service.

**13.03** The Dean, following consultation with the appropriate Faculty/Professional Librarians Committee, shall establish and publish policies and procedures, subject to the limitations set by this Collective Agreement, to determine the assignments of the Members of that Faculty/Library, subject to the following:

13.03.1 These policies and procedures shall neither be constructed nor applied at any time in such a way as to exclude a Member from consideration for the types of assignments listed in [Article 13.02](#).

13.03.2 In the construction and application of these policies and procedures, an effort shall be made to ensure that the total amount of work undertaken by each Member, including the duties listed in [Article 13.02](#) and [Schedule E](#), shall be reasonable and roughly equivalent in terms of the time and effort required for competent performance of that work.

**13.04** The Dean shall consult the Member before determining that Member's assignment; re-assignment shall similarly require consultation and be subject to policies and procedures of this Article.

**13.05** The Dean shall give notice in writing to the Member of any assignment of duties, and that notice shall be sufficiently in advance of the assumption of those assigned duties, that the Member shall have enough time to prepare to perform those duties competently.

**13.06** Assignments shall fall within the Member's area of competence.

**13.07** Assignments to research and study leave shall be subject to the approval of the President.

**13.08** The tenure, academic salary, economic benefits and rank of a Member shall not be affected by assignment of duties under [Article 13.02](#), except as provided in [Articles 10.01](#) and [10.02](#).

**13.09** The number of Faculty Members assigned to research and study leave each year shall accord with past practice.

**13.10 External Professional Activities**

13.10.1 A Member may engage in external professional activity. External professional activity represents a contribution to the community which can be made by the Member by virtue of

his/her training, advanced study or research, or is of value to maintain or develop his/her academic competence.

- 13.10.2 A Member shall notify the Dean of the nature and scope of any such activity of a substantial and continuing nature. The Dean shall ensure that such activity does not interfere with the normal activities of the Member.
- 13.10.3 A Member shall make appropriate arrangements in advance with the Dean for the use of facilities, equipment, supplies and other services of the University in the conduct of external professional work.
- 13.10.4 A Member shall obtain the approval of the Dean in advance before accepting remuneration for external professional activities. Such approval shall not unreasonably be withheld.
- (a) A Member shall not be required to report to their Dean receipt of remuneration of \$1,000 or less per occurrence for professional activities including, but not limited to, delivery of guest lectures, serving as an external examiner, and conducting programme and manuscript reviews.
  - (b) A Member shall report to their Dean when the annual total remuneration for the Contract Year (July 1 to June 30) exceeds \$5,000 for external professional activities.
- 13.10.5 Before accepting remuneration from a research grant or contract, a Member must meet both of the following conditions:
- (a) The Vice-President (Academic) shall concur with the arrangements,
  - (b) The supporting agency shall permit the use of funds to pay supplementary remuneration.

## **13.11 Report of Professional Activities**

- 13.11.1 Each Faculty Member/Professional Librarian shall submit a Professional Activities Report to the Dean, in standardized form set forth in [Schedule E](#), on or before September 15 of each year. Normally, the period covered shall be the Contract Year, that is, July 1 to June 30, immediately preceding the evaluation of performance.
- 13.11.2 If there is reasonable cause to believe that a current or anticipated conflict of interest and/or current or anticipated conflict of commitment may exist, a Member must formally

disclose it as soon as possible after the Member becomes aware of it.

- 13.11.3 Such reports shall be made available to Personnel Committees during consideration of the Faculty Member/Professional Librarian's probation, tenure, promotion or salary and for other uses that comply with the Collective Agreement.
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## **Article 14: Professional Librarians**

### **14.01 Kinds of Appointment**

14.01.1 Term appointments, probationary appointments, and term appointments with conversion shall be as provided for Faculty Members in [Articles 18.01.1](#), [18.01.2](#), and [18.01.3](#).

14.01.2 Appointments with Tenure

An initial appointment with tenure shall be subject to the provisions of [Article 14.07](#) respecting the award of tenure.

### **14.02 Search Committee**

14.02.1 Professional Librarians, University Library

- (a) To deal with the appointment of a Professional Librarian, except as provided for in [Article 14.02.2](#), there shall be a Search Committee, whose term of office shall be July 1 through June 30 annually, consisting of:

#### **Non-Voting**

The University Librarian as Chair

#### **Voting**

Four (4) persons selected through procedures established by the Professional Librarians Committee and approved by the General Faculties Council. The procedures shall provide for a system of alternates. Alternates shall replace regular members whose schedules would cause unreasonable delay in a committee's proceedings or who would have a conflict of interest.

- (b) Quorum for a Search Committee shall consist of the University Librarian and three (3) of the four (4) voting members.

- (c) The affirmative vote of three (3) voting members shall be required to carry any recommendation placed before a Search Committee.

#### 14.02.2 Professional Librarians, Curriculum Laboratory of the Faculty of Education

To deal with the appointment of a Professional Librarian in the Curriculum Laboratory of the Faculty of Education, the procedure shall be jointly established by the Professional Librarians Committee and the Education Faculty Council and approved by the General Faculties Council. Any body established pursuant to the approved procedure shall serve a term of office from July 1 through June 30 annually.

### 14.03 Appointment Procedure, Effective Date, and Relocation Allowance

The effective date of appointment, appointment procedure, and relocation allowance for Professional Librarians shall be as provided for Faculty Members in [Articles 18.02](#), [18.03](#), and [18.04](#); except that in each case the University Librarian shall act in place of the Dean.

### 14.04 STP Committee

#### 14.04.1 Professional Librarians, University Library

- (a) To deal with matters affecting the extension of probation, tenure, promotion and performance evaluation of a Professional Librarian except as provided for in [Article 14.04.2](#) there shall be a STP, whose term of office shall be July 1 through June 30 annually, consisting of:

#### **Non-Voting**

The University Librarian

#### **Voting**

Six (6) persons selected through procedures established by the Professional Librarians Committee and approved by the General Faculties Council. The procedures shall provide for a system of alternates. Alternates shall replace regular members whose schedules would cause unreasonable delay of a committee's proceedings or whose membership could be seen as compromising procedural fairness.

Only tenured faculty and professional librarians may sit on a STP Committee associated with this Article.

- (b) Quorum for a STP Committee shall consist of the full membership of the committee comprised of all voting and non-voting members.
- (c) The affirmative vote of four (4) members eligible to vote shall be required to carry any motion placed before a STP Committee.
- (d) In order to be eligible to vote in a particular case, voting members must be present at all meetings regarding that case. Notwithstanding the foregoing, an alternate joining a committee in place of a regular voting member part way through its deliberations on a particular case shall be eligible to vote provided that:
  - i) the Chair of the Committee has informed the alternate at the alternate's first meeting of the procedures followed and the nature of the committee's deliberations concerning the case prior to the alternate's membership in the committee, and
  - ii) the alternate has attended all meetings of the committee concerning the case subsequent to the alternate's membership in the committee.
- (e) Procedures of a STP Committee shall be subject to procedural fairness as defined in [Article 2.26](#).
- (f) The Chair of a STP Committee shall not be the University Librarian.

#### 14.04.2 Professional Librarians, Curriculum Laboratory of the Faculty of Education

To deal with matters affecting the extension of probation, tenure, promotion and performance evaluation of a Professional Librarian in the Curriculum Laboratory of the Faculty of Education, the procedures shall be jointly established by the Professional Librarians Committee and the Education Faculty Council and approved by the General Faculties Council. Any body established pursuant to the approved procedure shall serve a term of office from July 1 through June 30 annually.

## **14.05 Probationary Appointment**

Probationary appointments shall be as provided for Faculty Members in [Article 19.01](#) except that probationary appointments may be made at any rank.

## **14.06 Extension of Probation**

Extension of probation shall be as provided for Faculty Members in [Article 19.02](#) except that the University Librarian shall act in place of the Dean.

## **14.07 Award of Tenure**

14.07.1 Award of Tenure shall be as provided for Faculty Members in [Article 19.04](#) except that: in [Article 19.04.4](#) Librarian III and IV shall replace Associate Professor and Professor, respectively, and University Librarian shall replace Dean, and in [Article 19.04.4\(c\)\(i\)](#) criteria in [Article 14.11](#) shall replace criteria in [Article 12](#).

14.07.2 Procedure for extension of probation and award of tenure shall be as provided for faculty in [Article 19.05](#).

14.07.3 Termination of Probationary Appointment shall be as provided for faculty in [Article 19.06](#).

## **14.08 Promotion**

14.08.1 The classification of Professional Librarians by rank shall be, in ascending order:

Librarian II

Librarian III

Librarian IV

14.08.2 A Professional Librarian shall be promoted if recommended by the Library STP Committee and recommended by the President and ratified by the Board.

14.08.3 A Professional Librarian may be considered for promotion at any time deemed appropriate in the judgement of the chair of the Library STP Committee and with the consent of the Professional Librarian. Normally, promotion from Librarian II to III, and from Librarian III to Librarian IV should occur after five (5) – ten (10) years in a rank.



14.08.4 A Professional Librarian shall have the right to be considered for promotion from Librarian II to Librarian III, and from Librarian III to Librarian IV during the interval from January 1 to March 31 of the sixth or subsequent year in which the librarian has been in a rank. Librarians may not apply again to be promoted in the year following an unsuccessful consideration.

14.08.5 The procedure for the consideration of promotion of a Professional Librarian by the Library STP Committee, and the effective date of promotion shall be as provided for Faculty Members in [Articles 20.03](#), and [20.04](#), respectively, except the University Librarian shall replace the Dean.

#### **14.09 Salary Increments**

Salary increments shall be as provided for Faculty Members in [Article 21](#), except that the University Librarian shall act in place of the Dean, the Library shall be its own group for purposes of [Articles 31](#) and [21](#), and the criteria shall be those of [Article 14.11](#).

#### **14.10 Appeals**

Appeals shall be as provided for Faculty in [Article 23](#).

#### **14.11 Criteria for Extension of Probation, Tenure, Promotion and Salary Increments**

14.11.1 The criteria for extension of probation, tenure, promotion and salary increments for Professional Librarians are:

(a) Performance as a Professional Librarian

Effectiveness as a Professional Librarian is the primary criterion. Factors to be considered include the ability to perform consistently at an appropriate professional level in such areas as reference and information service, collection development, bibliography and cataloguing; instruction in library use and research methods; management of library personnel and operations; innovative development of library services, collections, and operations.

(b) Research and Professional Development

Recognition is given to personally initiated research conducted over and above regularly assigned library service. Efforts shall be made to evaluate the quality and originality of both published and unpublished work and other work which has an impact upon the profession of librarianship, the provision of library services, or the dissemination of

information and knowledge. Research and professional development which shall be considered for evaluation:

- i.) concerns topics, ideas, theories, or methods used in the performance of professional activities;
- ii.) directly relates matters arising from Article above to topics, ideas, theories, or methods of other areas in an interdisciplinary fashion.

Beyond [\(i\)](#) and [\(ii\)](#) above, the onus shall lie with the Professional Librarian to demonstrate that his/her efforts should be evaluated.

Factors to be considered may include but are not limited to the innovative development of library service, collections, or operations which have an impact on the profession of librarianship; the publication of monographs and contributions to edited books; papers in refereed and non-refereed journals; papers delivered at professional meetings; participation in panels; consulting work and other professional activities involving research competence; unpublished research including current work in progress; editorial and refereeing duties; creative works and performances; and scholarship as evidenced by the candidate's advanced study and research in library and information science and/or a subject specialization, his/her depth and breadth of knowledge and general contributions to the research life of the University.

(c) Service to the University and to Society

Factors to be considered include participation in University, Library, Faculty, Departmental and Association Committees; contributions to professional organizations; service on staff committees and task forces; administrative services other than that associated with the Member's appointment; community service related to the Member's University appointment.

14.11.2 Within the limitations set by the provisions of this Article, the Professional Librarians' Committee may develop supplementary policies, subject to the approval of the General Faculties Council, relating to the criteria in [Article 14.11](#). Such policies shall be made known to all Members affected.

14.11.3 The criteria shall be weighted according to the duties assigned pursuant to [Article 13](#); weightings are subject to [Articles 13.02](#), [13.03.2](#), and [Schedule E](#).

14.11.4 Personal or social compatibility shall not be a criterion for extension of probation, tenure, promotion, or salary increments.

## **14.12 Guidelines For Appointment and Promotion:**

### **14.12.1 Librarian II**

To qualify for appointment to the rank of Librarian II, the candidate shall have the minimum of a recognized professional degree in Library Science (M.L.S. or equivalent). In addition, there shall be the achievement of, or a reasonable expectation of, the development of a record of successful performance as a Professional Librarian, with a demonstration of a mastery of the skills and techniques of Librarianship as evidenced by effectiveness of professional performance; and evidence of the ability to develop and extend professional, disciplinary, and management expertise.

In addition, the candidate should show some evidence, or the expectation, of research and professional development in one or more of the following areas:

- (a) Academic achievement and activities, including additional formal study in Library Science and/or other relevant academic disciplines, programs in continuing education, research, and publication.
- (b) Involvement in professional activities and participation in professional organizations including service on committees, the presentation of papers, the organization of and participation in conferences, seminars, and workshops.
- (c) Contributions to the Library, the University, or the community.

### **14.12.2 Librarian III**

The primary criterion for appointment or promotion to the rank of Librarian III shall be professional performance; the successful candidate shall have a record over a period of years, of significant achievement in librarianship, exercising sound independent judgment and creativity. There should be clear evidence of continuing professional development and demonstrated ability in an area of Library service and/or in an administrative capacity.

The candidate must also demonstrate achievement in research and professional development in one or more of the following areas:

- (a) Academic achievement and activities, including additional formal study in Library Science or other relevant academic disciplines, programs in continuing education; research, and publication.

- (b) Involvement in professional activities and participation in professional organizations including service on committees, the presentation of papers, organization of, and participation in conferences, seminars, workshops.
- (c) Contributions to the Library, the University, or the community.

### 14.12.3 Librarian IV

For appointment or promotion to the rank of Librarian IV the successful applicant must have a record of outstanding professional accomplishment with demonstrated initiative, leadership and creativity. There should be evidence of further development and extension of professional expertise reflected by superior achievements and leadership in the field of service or specialization recognized beyond the University. Letters of reference from external referees shall be required.

In addition the candidate must submit evidence of substantial achievement in at least two of the following areas: research, publishing, professional endeavors including significant involvement in professional organizations; and in general contributions to the profession, the University, and society.

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## **Article 15: Instructors and Academic Assistants**

### **15.01 Instructors - General Duties:**

15.01.1 The primary duties of an Instructor are instruction and service.

15.01.2 A Position Description shall be developed by the Faculty/Library or Department/Area, as appropriate, and with the approval of the Dean. The Position Description shall form part of the initial offer of appointment, and be subject to alteration in the future with the approval of the Dean in consultation with the Instructor, with a copy to the Association.

15.01.3 Ranks of Instructors

- (a) Instructor I

The minimum qualification for appointment as Instructor I is a Bachelor's Degree in the subject of interest, with appropriate relevant experience.

(b) Instructor II

The minimum qualification for appointment as Instructor II is a Bachelor's Degree in the subject of interest, with appropriate relevant experience, or a record of teaching effectiveness over a period of years at the rank of Instructor I. A Master's Level degree in the subject of interest is desirable.

(c) Instructor III

The minimum qualification for appointment as Instructor III is a Master's Degree in the subject of interest, with appropriate experience or appropriate professional qualifications, or a lengthy and meritorious record of teaching effectiveness at the rank of Instructor II. A doctoral degree in the subject of interest is desirable.

#### 15.01.4 Appointment of Instructors

- (a) The Board shall establish and authorize the filling of each Instructor position. The Vice-President (Academic) on recommendation from a Dean may waive the minimum qualification for appointment of Instructors, in cases where the appointee holds equivalent, relevant experience.
- (b) Probationary and continuing Instructor positions shall be advertised within the University's Human Resources website, in the "CAUT Bulletin" and, where appropriate, in other media. Term positions shall be advertised at least on the University's Human Resources website where time permits.
- (c) Applications for Instructor positions shall be considered by a Search Committee established under the provisions of [Article 17](#) which shall recommend to the Dean a candidate or candidates for the position.
- (d) If the Dean approves a recommended candidate, he/she shall send the candidate a written offer of appointment, provisional upon ratification by the Board, specifying the effective date, rank, salary, Position Description and other conditions and the URL for this Collective Agreement.
- (e) If the Dean rejects the recommendation of the Search Committee, his/her reasons shall be given to the Vice-President (Academic) and to the Committee Chair, and he/she shall request the Search Committee to recommend another

candidate or candidates. These reasons shall be communicated to the Association.

- (f) In the event that a provisional offer of appointment is accepted, the Dean shall recommend the appointment of that candidate to the Vice-President (Academic) for consideration for ratification on behalf of the Board.
- (g) If the Vice-President (Academic) ratifies the recommendation to appoint on behalf of the Board, the Vice-President (Academic) shall send an official letter of appointment to the candidate specifying the terms and conditions of the appointment.
- (h) The Instructor's letter of appointment and Position Description, countersigned by the appointee, and the Collective Agreement together constitute an agreement of appointment between the appointee and the Board. Amendments to the Collective Agreement shall become part of such agreement of appointment.
- (i) Relocation Allowance: Refer to [Schedule B.09](#).

#### 15.01.5 Duties, Rights, and Responsibilities Specific to Instructors

- (a) The principal duty of Instructors is to provide instruction within the Department/Faculty/Library through laboratory, clinical, fine arts studio performance, or other teaching assignments and other duties related to instruction. In every case, the Instructor must be appropriately qualified to deliver the teaching assignment in question.
  - (i) Instructor I: Full responsibility for teaching laboratory, fine arts studio performance, physical activity or practicum courses is part of the Instructor's regular assigned duties. Full responsibility for teaching other courses may be assigned by the Dean on an exceptional basis with appropriate supervision.
  - (ii) Instructor II: Full responsibility for teaching one or more courses may be part of an Instructor's regular assigned duties.

- (iii) Instructor III: Full responsibility for teaching courses may constitute all or part of an Instructor's regular assigned duties.
- (b) Instructors are not expected to conduct research or scholarship, other than that directly related to their teaching or Position Description duties or responsibilities. However, research activity which does not prevent Instructors from fulfilling their assigned duties shall be allowed when approved in writing in advance by the Dean in consultation with the Department Chair where Departments exist.
- (c) Instructors have an obligation to develop and maintain competence and effectiveness within their area of expertise, to conscientiously prepare and organize their subject and to revise that subject matter on a regular basis as appropriate for that subject, and have the right and responsibility to ensure their professional development as effective teachers.
- (d) Instructors have full membership rights in their respective Department/Faculty/Library, and are encouraged to attend and take part as members of their Department/Faculty/Library meetings and to vote in such bodies.
- (e) Consistent with their assigned duties, Instructors/Academic Assistants have the right, and are encouraged, to participate in the work of academic and professional associations.

#### 15.01.6 Promotion of Instructors

- (a) An Instructor may request consideration for promotion after five (5) years in a rank, or in any year with the agreement of the Chair of the STP Committee.
- (b) Promotion in rank for Instructors follows a number of years of satisfactory performance as judged by annual or biennial performance reviews and requires a proven ability to successfully perform the duties appropriate to the next highest rank and/or increased relevant qualifications, increased scope of practice and relevant expertise. Maintaining relevant competence in the area of

expertise is not sufficient in itself to merit promotion.

- (c) Promotion requires a positive recommendation of the relevant STP Committee, recommendation by the Dean, and ratification by the Vice-President (Academic), on behalf of the Board.
- (d) The procedure for the hearing of the STP Committee regarding the award of promotion of an Instructor shall be that for a hearing regarding promotion of a Faculty Member, as provided in [Article 20.03](#). The motion to be considered by the STP Committee shall be:

*That the quality and quantity of the candidate's work relative to [Article 15.01.6\(b\)](#) merit the award of promotion as an Instructor under [Article 15.01.6\(c\)](#).*

## **15.02 Academic Assistants**

15.02.1 The duties of an Academic Assistant will be according to a Position Description and will be primarily other than instruction in Department/Faculty/Library offerings. Such positions shall support the teaching and/or research functions of the University.

15.02.2 A Position Description shall be developed by the Faculty/Department/Library, as appropriate, and with the approval of the Dean. The Position Description shall form part of the initial offer of appointment, and be subject to alteration in the future with the approval of the Dean in consultation with the Academic Assistant, with a copy to the Association.

### **15.02.3 Ranks of Academic Assistants**

- (a) Academic Assistant I, where a Bachelor's Degree in the subject of interest or an equivalent academic qualification shall be the minimum qualification.
- (b) Academic Assistant II, where a Master's Degree or equivalent in the subject of interest or a lesser academic qualification plus appropriate experience is required.
- (c) Academic Assistant III, where a Doctoral Degree or equivalent in the subject of interest, or a lesser academic qualification plus appropriate experience and/or professional qualification is required.



#### 15.02.4 Appointment of Academic Assistants

- (a) The Board shall establish and authorize the filling of each Academic Assistant position.
- (b) Applications for Academic Assistant positions shall be considered by a Search Committee established under the provisions of [Article 17](#) which shall recommend to the Dean a candidate or candidates for the position.
- (c) If the Dean approves a recommended candidate, he/she shall send the candidate a written offer of appointment, provisional upon ratification by the Board, specifying the effective date, rank, salary, Position Description and other conditions and the URL for this Collective Agreement.
- (d) If the Dean rejects the recommendation of the Search Committee, his/her reasons shall be given to the Vice-President (Academic) and to the Committee Chair, and he/she shall request the Search Committee to recommend another candidate or candidates. These reasons shall be communicated to the Association.
- (e) In the event that a provisional offer of appointment is accepted, the Dean shall recommend the appointment of that candidate to the Vice-President (Academic) for consideration for ratification on behalf of the Board.
- (f) If the Vice-President (Academic) ratifies the recommendation to appoint on behalf of the Board, the Vice-President (Academic) shall send an official letter of appointment to the candidate specifying the terms and conditions of the appointment.
- (g) The Academic Assistant's letter of appointment and Position Description, countersigned by the appointee, and the Collective Agreement together constitute an agreement of appointment between the appointee and the Board. Amendments to the Collective Agreement shall become part of such agreement of appointment.
- (h) Relocation Allowance: Refer to [Schedule B.09](#).

### 15.02.5 Duties, Rights and Responsibilities Specific to Academic Assistants

- (a) The professional obligations and responsibilities of Academic Assistants shall consist of those duties and responsibilities described in their Position Descriptions.
- (b) In addition, and where applicable, rights and responsibilities listed in [Articles 15.01.5\(b\)](#), [15.01.5\(c\)](#), [15.01.5\(d\)](#), and [15.01.5\(e\)](#) shall apply.

### 15.02.6 Promotion for Academic Assistants

- (a) An Academic Assistant may request consideration for promotion after five (5) years in a rank, or in any year with the agreement of the Chair of the STP Committee.
- (b) In order for a promotion to be considered by the STP Committee, the Chair of the relevant Department (or equivalent) and the Dean shall agree that this recommendation may be considered based upon the availability of a continuing assignment appropriate to the higher rank. Such agreement shall not be unreasonably withheld.
- (c) Promotion in rank for Academic Assistants follows a number of years of satisfactory performance as judged by annual or biennial performance reviews and requires a proven ability to successfully perform the duties appropriate to the next highest rank and/or increased relevant qualifications, increased scope of practice and relevant expertise. Maintaining relevant competence in the area of expertise is not sufficient in itself to merit promotion.
- (d) Promotion requires a positive recommendation of the relevant STP Committee, recommendation by the Dean, and ratification by the Vice-President (Academic), on behalf of the Board.
- (e) The procedure for the hearing of the STP Committee regarding the award of promotion of an Academic Assistant shall be that for a hearing regarding promotion of a Faculty Member, as

provided in [Article 20.03](#). The motion to be considered by the STP Committee shall be:

*That the quality and quantity of the candidate's work relative to [Article 15.02.6\(c\)](#) merit the award of promotion as an academic assistant under [Article 15.02.6\(d\)](#).*

## **15.03 Kinds of Appointment for Instructors and Academic Assistants**

### **15.03.1 Term Appointment**

- (a) A term appointment shall be for a contractually limited period to afford institutional flexibility typically to address replacement, project-based work or in response to term-limited funding. It shall not carry any implication that the Instructor or Academic Assistant will be considered for further appointment, extension or renewal, unless provision for conversion as specified in [Article 15.03.3](#) is made in the current letter of appointment.
- (b) A Term Appointment shall only be made under [Article 15.03.3](#) or one of the conditions listed in [Article 18.01.1\(a\)](#) (with "Faculty Member" replaced with "Instructor/Academic Assistant", wherever this appears in [Article 18.01.1\(a\)](#)).
- (c) Term appointments in consecutive Academic Years for which the assigned duties of the Member have not changed significantly will:
  - (i) not exceed a cumulative period of appointment of six (6) years;
  - (ii) be made at the same rank; and,
  - (iii) be made at a salary of no less than the previous appointment.
- (d) Term appointments for less than a year shall be remunerated at the full-time salary rate for the term of the appointment when assigned duties are at the full-load equivalent. When consecutive term appointments result in a cumulative load of 0.5 full-load equivalent or greater for the Academic Year, the Member shall receive financial compensation in lieu of benefits.

- (e) Term appointees will be informed by the Dean at the earliest possible opportunity if there will be a recommendation to the Board to renew or extend the term appointment. Any renewals or extensions of term appointments under [Article 15](#) shall be in accordance with the provisions of [Article 15.03.1\(b\)](#).

### 15.03.2 Probationary Appointment

- (a) A first probationary appointment as an Instructor or Academic Assistant normally shall be for a period of three (3) years. During the third year of the first probationary appointment, subject to [Article 18.02.2](#), the STP Committee shall recommend that the Member be offered one of the following:
  - (i) continuing appointment at the conclusion of the probationary appointment;
  - (ii) a one-year terminal appointment; or
  - (iii) one (1) final probationary appointment for a period not to exceed two (2) years, during the last year of which the STP Committee shall recommend [Article 15.03.2\(a\)\(i\)](#) or [15.03.2\(a\)\(ii\)](#), above.
- (b) At the request of the Instructor or Academic Assistant, a Member appointed with prior service at the University as an Instructor/Academic Assistant at this University shall have up to two (2) years of such service considered as comprising part of the first probationary appointment, provided that the service has been evaluated under [Article 15.05.3\(a\)\(i\)](#), and that appropriate documentation is provided for the entire period.
- (c) The timelines in [Article 15.03.2](#) may be extended in the event of an Unfair Probationary Period as described in [Article 19.03](#).

### 15.03.3 Term Appointment with Conversion

- (a) A term appointment may contain provisions for conversion of the appointment into a probationary appointment if the appointment is made:

- (i) in an area reliant on contingent funding that may become permanent; or
- (ii) contingent on the attainment of (an) academic credential(s).

In this case, the letter of appointment shall specify the conditions under which conversion may occur, such as the availability of continuing funding, attainment of academic credentials, and satisfactory performance of the duties for which the appointment was made. In order for conversion to occur, a Search Committee must have recommended the probationary appointment.

- (b) If there is more than one (1) qualified candidate eligible for the probationary appointment under the terms of the most recent term appointment, a duly appointed Search Committee will recommend one of the candidates for appointment.
- (c) Whether the conversion occurs automatically or upon the recommendation of a Search Committee, the probationary appointment shall be deemed to have begun with the most recent term appointment, subject to [Article 15.03.3\(d\)](#).
- (d) At the request of the Instructor or Academic Assistant, a Member converted to a Probationary Appointment under [Article 15.03.3](#) with prior service at the University shall have up to two (2) years of such service considered as comprising part of the initial probationary appointment, provided that the service has been evaluated under [Article 15.05.3\(a\)\(i\)](#) and that appropriate documentation is provided for the entire period.

#### 15.03.4 Continuing Appointment for a Partial Year

- (a) A continuing appointment may be awarded to an Instructor or Academic Assistant who has held a Probationary Appointment for a period of at least eight (8) months per year each successive year of the Probationary Appointment. For an Instructor or Academic Assistant who is employed for fewer than twelve (12) months per year, twelve (12) months of employment shall be considered as a year of service.

#### 15.03.5 Procedure for the Award of a Continuing Appointment

- (a) The procedure for the hearing of the STP Committee regarding the award of Continuing Appointment shall be that for a hearing regarding promotion as provided in [Article 20.03](#). Where the Committee has not completed its deliberations by June 30 of the final year of the Member's probationary appointment and the Committee makes a recommendation that probation be terminated, then a terminal appointment as provided in [Article 15.03.2\(a\)\(ii\)](#) shall be deemed to have begun July 1 immediately following the end of the probationary appointment.
- (b) The motion to be considered by the STP Committee shall be:

*That the quality and quantity of the candidate's work relative to [Article 15.06.1](#) merit the award of Continuing Appointment as an Instructor or Academic Assistant.*

- (c) Failure of the motion in [Article 15.03.5\(b\)](#) to carry by the appropriate majority, as specified in [Article 17.04.2\(c\)](#), requires that the STP Committee make a recommendation under [Articles 15.03.2\(a\)\(ii\)](#) or [15.03.2\(a\)\(iii\)](#).

#### **15.04 Salary on Initial Appointment for Instructors and Academic Assistants**

15.04.1 The initial salary shall be set within the minimum and maximum salary range as set forth in [Schedule A.01.3](#), at a level acknowledging the qualifications and experience of the Member.

#### **15.05 Salary Increments for Instructors and Academic Assistants**

15.05.1 An Instructor or Academic Assistant shall be awarded a salary increment that is:

- (a) recommended in accordance with the provisions of [Article 15.05.4](#), and
- (b) ratified by the President.

15.05.2 All salary increments shall become effective on July 1 of the calendar year in which they are awarded.

15.05.3 Procedures for Awarding Increments as of July 1

- (a) For Instructors or Academic Assistants whose date of initial appointment is not within the previous twelve (12) months:
- (i) Before April 30 of each year, the professional performance of an Instructor or Academic Assistant shall be evaluated according to the criteria as described in [Article 15.06](#), and shall be assigned a rating according to the following descending scale of merit: 2.0, 1.75, 1.5, 1.25, 1.0, 0.5, 0.
  - (ii) Normally the period of assessment shall be the Contract Year immediately preceding the evaluation of performance. However, at the request of the Dean or the Member, other periods may be considered.
  - (iii) A performance rating shall be proposed by the Dean, and where departments exist, in consultation with the Department Chair. Each Instructor and Academic Assistant shall receive his/her rating, a brief statement of the reasons for it, and a written estimate of the distribution of performance ratings for Instructors and Academic Assistants in the University, by Faculty/Library. To ensure confidentiality, Instructors or Academic Assistants from Faculties/Library with fewer than six (6) Instructors or Academic Assistants shall be grouped with those Instructors and Academic Assistants in the next smallest group.
  - (iv) When a Member disagrees with the Dean's recommendation regarding performance rating, the procedures in [Articles 21.04.8](#) to [21.04.10](#) shall be used to resolve such disagreements.
  - (v) If an Instructor or Academic Assistant is given a rating of zero (0) or one-half (0.5), the Dean shall arrange a meeting with that Instructor or Academic Assistant as per [Article 24.06.1](#), after the resolution of any

disagreement regarding performance rating under [Article 15.05.3\(a\)\(iv\)](#).

- (b) For Instructors or Academic Assistants whose date of initial appointment is within the previous twelve (12) months:
- (i) An Instructor or Academic Assistant whose appointment takes effect in the period July 1 - September 15 is eligible to receive the increment award associated with a performance rating of 1 on the following July 1.
  - (ii) An Instructor or Academic Assistant whose appointment takes effect in the period September 16 - March 31 is eligible to receive, on the following year July 1, an increment award pro-rated to the value in [Article 15.05.3\(b\)\(i\)](#) above, according to the completed months he/she will have served by June 30.
  - (iii) An Instructor or Academic Assistant whose appointment takes effect in the period April 1 - June 30 will not be eligible to receive an increment award on July 1 of the same calendar year.
  - (iv) An Instructor or Academic Assistant with a term appointment whose appointment end date falls before July 1 will not be eligible to receive an increment award on July 1 of the same calendar year.

15.05.4 An Instructor's or Academic Assistant's recommended salary increment is his/her performance rating times the value of a merit increment as defined in [Article 31.07](#).

15.05.5 The President shall inform all Instructors and Academic Assistants, no later than September 30 each year of the distribution of performance ratings, by Faculty/Library, awarded in that year. To ensure confidentiality, Instructors and Academic Assistants from Faculties/Library with fewer than six (6) Instructors and Academic Assistants shall be grouped with Instructors and Academic Assistants in the next smallest group.



## **15.06 Evaluation Criteria for Instructors and Academic Assistants**

15.06.1 Assessments for salary increments, for promotion and for appointment to a continuing position shall be based upon:

- (a) effectiveness and competence with which assigned duties are carried out;
- (b) the effectiveness with which the other rights and responsibilities listed in [Articles 15.01.5](#) and [15.02.5](#), where applicable, are carried out.

15.06.2 Where the assigned duties include the teaching of regular calendar courses, effectiveness in that teaching may be assessed by a variety of means including but not limited to: self-reflection; appraisals by fellow Members or pedagogical experts; examples of lectures, class materials, exams and assignments; presentations, articles and practice guides; prizes or awards; evidence of pedagogical leadership, impact, mentorship of others; receiving mentorship or training. When student appraisals are used:

- (a) an appropriate, user-friendly, intelligible and easily accessible mode of presentation of these data shall be used; and
- (b) assessors and evaluators shall be educated in inherent and systemic biases in certain kinds of student appraisals of teaching effectiveness, and shall take these biases into account when using such appraisals.

15.06.3 Personal or social compatibility shall not be a criterion.

## **15.07 Re-assignment of Duties for Professional Development for Instructors and Academic Assistants**

15.07.1 The Dean may provide, or the Member may request, a re-assignment of duties with full or partial pay for the purpose of professional development.

## **15.08 Annual Report for Instructors and Academic Assistants**

15.08.1 On or before September 15 each year, each Instructor or Academic Assistant shall submit a Professional Activities Report to the Dean. The period covered shall normally be July 1 to June 30 of the preceding year. The report shall describe the duties and responsibilities an Instructor or Academic Assistant has carried out including but not limited to:

- (a) teaching or professional responsibilities undertaken;
- (b) innovations in teaching or in the performance of other assigned duties; and/or
- (c) service to the community, and other professional activities.

15.08.2 If there is reasonable cause to believe that a current or anticipated conflict of interest and/or current or anticipated conflict of commitment may exist, a Member must formally disclose in writing to the Member's Dean as soon as possible after the Member becomes aware of it.

15.08.3 Such reports shall be made available for salary increment as well as continuing appointment considerations.

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## **Article 16: Termination of Appointment**

### **16.01 Resignation**

16.01.1 A Member (other than a Sessional Lecturer or a Member holding a Term Appointment for less than three (3) years) intending to resign shall submit a letter of resignation to the President, with a copy to his/her Dean, a minimum of three (3) months before the effective date of resignation. A Sessional Lecturer or a Member holding a Term Appointment for less than three (3) years shall submit a letter of resignation a minimum of one (1) month before the effective date of resignation.

16.01.2 The normal effective date of resignation is June 30 or December 31 for all Members except Sessional Lecturers

and Members holding a Term Appointment for less than three (3) years.

- 16.01.3 Any accrued vacation time will be considered to have been taken prior to the effective date of resignation.

## **16.02 Retirement**

16.02.1 A Member (other than a Sessional Lecturer or a Member holding a Term Appointment for less than three (3) years) will give notice of intention to retire to the President, with a copy to his/her Dean one (1) year in advance of the proposed retirement date to facilitate planning within the Faculty/Library/Department. Such notice of intention will become irrevocable twenty (20) Working Days after it has been given.

16.02.2 If a Member without Long Term Disability Insurance, after completing his/her maximum eligible medical leave and any other approved leave, including Leave Without Pay (LWOP), is unable to resume any duties after reasonable accommodations to the point of undue hardship have been made, then he/she shall retire immediately.

## **16.03 Termination of Probation**

16.03.1 Termination of probation shall be as provided in [Article 19](#) for Faculty Members, in [Article 14](#) for Professional Librarians, and in [Article 15](#) for Instructors/Academic Assistants.

## **16.04 Termination of Appointment due to Financial Emergency or Program Redundancy**

16.04.1 Termination of appointment due to financial emergency or program redundancy shall be as provided in [Article 25](#).

## **16.05 Termination through Dismissal**

16.05.1 Termination through dismissal shall be as provided in [Article 24](#).

## **16.06 Voluntary Termination by Mutual Agreement**

16.06.1 Either the Dean or a Member may at any time propose a special arrangement for the purpose of terminating the Member's appointment under mutually acceptable terms.

Unless waived by the Association, no agreement to terminate shall be made until twenty (20) Working Days have elapsed following notice in writing given by the President to the Association of the intention to negotiate such an agreement.

#### 16.06.2 Term Appointments and Sessional Lecturers

- (a) The term of appointment shall be included within the Member's letter of appointment. There is no obligation on the Board to extend such appointments beyond their term.

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## **Article 17: Personnel Committees**

**17.01** Except as provided in [Article 23](#) and as provided in [Article 17.03](#), no person shall be appointed to, promoted to, granted extension of probation, or awarded tenure in a full-time or reduced load position as Professor, Associate Professor, Assistant Professor, Professional Librarian, or Instructor/Academic Assistant by action of the Board except upon:

17.01.1 recommendation by a Personnel Committee established under and acting under the provisions of this Collective Agreement;

17.01.2 recommended by the President.

**17.02** In the event that a Personnel Committee cannot or will not make a recommendation respecting a Member as provided in the Collective Agreement, the powers and duties of the Personnel Committee shall be terminated in that case and the Dean shall make the recommendation, or in the case of an Appeal Committee, the Vice-President (Academic) shall make the recommendation.

**17.03** In the event that a Search Committee cannot or will not make a positive recommendation for any candidate the Dean may recommend a candidate for a term appointment not to exceed two (2) years.

**17.04** Personnel Committees shall be established to fulfil the obligations set forth in this Collective Agreement as follows:

17.04.1 Search Committee (for Professional Librarians see also [Article 14.02](#))

- (a) To deal with the appointment of a Faculty Member/Instructor/Academic Assistant as provided in [Articles 18/15](#) there shall be a Search Committee, whose term of office shall be July 1 through June 30 annually, consisting of:

Non-Voting

The Dean

Voting

Four (4) persons selected through procedures established by the Faculty Council and approved by the General Faculties Council. The procedures shall provide for a system of alternates. Alternates shall replace regular members whose schedules would cause unreasonable delay in a committee's proceedings or who would have a conflict of interest.

- (b) Quorum for a Search Committee shall consist of the Dean and three (3) of the four (4) voting members.
- (c) The affirmative vote of three (3) voting members shall be required to carry any recommendation placed before a Search Committee.

17.04.2 STP Committee (for Professional Librarians see [Article 14.04](#))

- (a) To deal with the matters affecting a Faculty Member/Instructor/Academic Assistant as provided in [Articles 19](#), (Probation and Tenure for Faculty Members), [20](#) (Promotion for Faculty Members), [21](#) (Increments for Faculty Members/Professional Librarians), [15](#) (Instructors and Academic Assistants) there shall be a STP Committee, whose term of office shall be July 1 through June 30 annually, consisting of:

Non-Voting

The Dean

Voting

Six (6) persons selected through procedures established by the Faculty Council and approved by the General Faculties Council, preferably selected to include strong representation from the

disciplinary interests of the Member. The procedures shall provide for a system of alternates, also preferably selected to include strong representation from the disciplinary interests of the Member. Alternates shall replace regular members whose schedules would cause unreasonable delay of a committee's proceedings or whose membership could be seen as compromising procedural fairness.

Only tenured faculty may sit on a STP Committee for a Faculty Member.

Only tenured faculty and continuing Instructors/Academic Assistants may sit on a STP Committee for an Instructor/Academic Assistant.

- (b) Quorum for a STP Committee shall consist of the full membership of the Committee, comprising all voting and non-voting members.
- (c) The affirmative vote of four (4) members eligible to vote shall be required to carry any motion placed before a STP Committee.
- (d) In order to be eligible to vote in a particular case, voting members must be present at all meetings regarding that case. Notwithstanding the foregoing, an alternate joining a Committee in place of a regular voting member part way through its deliberations on a particular case shall be eligible to vote provided that:
  - (i) the Chair of the Committee has informed the alternate at the alternate's first meeting of the procedures followed and the nature of the Committee's deliberations concerning the case prior to the alternate's membership in the Committee, and
  - (ii) the alternate has attended all meetings of the Committee concerning the case subsequent to the alternate's membership in the Committee.
- (e) Procedures of a STP Committee shall be subject to procedural fairness as defined in [Article 2.26](#).

### 17.04.3 Appeal Committee

- (a) To deal with appeals as provided in [Articles 23.02](#) and [23.04](#) there shall be an Appeal Committee, whose term of office shall be

September 1 through August 31 annually,  
consisting of:

Non-Voting

The Chair, a Dean appointed by the Vice-President (Academic).  
One (1) member, other than the President of the Association or the  
Association Grievance Committee Chair, appointed by the Association,  
who is not precluded from membership on this Committee by  
[Article 11.04](#). In the case of a dispute, resolution shall be provided by  
[Article 11.04.6](#).

Voting

One (1) tenured Faculty Member from each Faculty and one tenured  
Professional Librarian selected through procedures\* established by  
each Faculty Council, or the Professional Librarians' Committee, as  
appropriate.

\*The procedures shall provide for a system of alternates. Alternates  
shall replace regular members whose schedules would cause  
unreasonable delay in the Committee's proceedings or who would  
have a conflict of interest or a reasonable apprehension of bias. The  
Faculty of Arts and Science shall provide three (3) members and three  
(3) alternates, representing Humanities, Sciences and Social Sciences,  
where the Appeal Committee member from the Faculty of Arts and  
Science shall then be that member (or alternate) most closely aligned  
with the disciplinary interests of the appellant. All other Faculties and  
the Library shall provide one (1) member and one (1) alternate.

- (b) A person shall not participate as a member of the  
Appeal Committee, and shall absent  
himself/herself, during an appeal of a  
recommendation from a Personnel Committee of  
which he/she was a committee member. However,  
such a person may appear as a witness.
- (c) A Member shall not serve as a member of the  
Appeal Committee during an Academic Year in  
which he/she is to be considered for promotion.
- (d) Quorum shall consist of the full membership of the  
Committee, comprising all voting and non-voting  
members.
- (e) The affirmative vote of four (4) members eligible to  
vote shall be required to carry any motion placed  
before the Appeal Committee.
- (f) In order to be eligible to vote in a particular case,  
voting members must be present at all meetings

regarding that case. Notwithstanding the foregoing, an alternate joining the Appeal Committee in place of a regular voting member part way through its deliberations on a particular case shall be eligible to vote provided that:

- (i) the Chair of the Committee has informed the alternate at the alternate's first meeting of the procedures followed and the nature of the Committee's deliberations concerning the case prior to the alternate's membership on the Committee; and
  - (ii) the alternate has attended all meetings of the Committee concerning the case subsequent to the alternate's membership on the Committee.
- (g) All Committee members shall be contacted in order to arrange the date and times of the meetings on a case; Committee members and the appellant shall be informed in writing of the date, location and time of the meetings. Notice of meeting dates, locations and times shall be reasonable.
- (h) Procedures of an Appeal Committee shall be subject to procedural fairness as defined in [Article 2.26](#).

#### 17.04.4 Hearing Committee (External)

- (a) To deal with appeals as provided in [Article 23.03](#) there shall be a Hearing Committee consisting of three (3) voting members who are not employees of the University, and appointed as follows:
- (i) one member appointed by the Vice-President (Academic);
  - (ii) one member appointed by the appellant Faculty Member/Professional Librarian; and
  - (iii) a third member who shall be the Chair of the Hearing Committee, appointed jointly by the other two Committee members,



with the agreement of those who appointed those two Committee members.

- (b) The Vice-President (Academic) and the appellant shall make good faith efforts to appoint members as required under Articles [17.04.4\(a\)\(i\)](#) and [17.04.4\(a\)\(ii\)](#) within ten (10) Working Days of a notice of appeal. In the event that a suitable appointment cannot be made, either party may request an extension of a further ten (10) Working Days. At the end of this extension, the missing member(s) under [Articles 17.04.4\(a\)\(i\)](#) and/or [17.04.4\(a\)\(ii\)](#) above shall be appointed by a Judge of the Alberta Court of Queen's Bench upon petition of either party.
- (c) In the event that agreement cannot be reached upon the third member and Chair of the Hearing Committee within ten (10) Working Days of the last member being appointed under [Article 17.04.4](#) above, that member shall be appointed by a Judge of the Alberta Court of Queen's Bench upon petition of either party.
- (d) All members of the Hearing Committee shall hold tenured appointments at a Canadian University located in any province west of Ontario. Exceptions shall be permitted by mutual written agreement signed by the Vice-President (Academic) and the appellant.
- (e) No Committee Member shall be appointed whose membership on the Committee would cause unreasonable delay in Committee's proceedings, or who would have a conflict of interest, or a reasonable apprehension of bias.
- (f) Quorum for the Hearing Committee shall consist of the full membership of the Committee, comprising all three members.
- (g) The affirmative vote of two (2) members shall be required to carry any motion placed before a Hearing Committee.
- (h) All Committee members shall be contacted in order to arrange the date and times of the Committee meetings; Committee members and the appellant shall be informed in writing of the

date and time of the meetings. Notice of meeting dates and times shall be reasonable.

- (i) Procedures of the Committee shall be subject to procedural fairness as defined in [Article 2.26](#).
- (j) All members of the Committee shall act as a panel independently of the parties who appointed them.

#### 17.04.5 Chair of a Search Committee or of a STP Committee

- (a) The Chair shall either be designated through procedures established by the Faculty Council and approved by the General Faculties Council, or, if not so designated, shall be elected by the Committee.
- (b) The Chair of a STP Committee shall not be the Dean.

### 17.05 Senior Academic Administrators

17.05.1 When serving as a member of a Personnel Committee, Senior Academic Administrators and representatives of the Association shall not have a vote but shall have the right to participate in the activities of the Committee in all other respects, except as set out in [Article 17.05.2](#).

17.05.2 It shall be the responsibility of the Dean in the case of a Search Committee or a STP Committee, and of the Vice-President (Academic) in the case of an Appeal Committee, to advise the committee of its rights and responsibilities pursuant to this Collective Agreement, and also of the requirements of procedural fairness and equitable treatment in general. The Dean, in the case of increment decisions, may also provide evidence for equitable treatment, subject to [Article 9](#).

**17.06** The deliberations, proceedings, evidence, documentation, and recommendations of Personnel Committees shall be treated as confidential except for the transaction of the official business of the University as provided by this Collective Agreement. However, if after the University has taken action based upon the recommendation of the Personnel Committee in his/her case, the Member makes a public statement about the reasons for that

action, the University may treat those reasons as no longer confidential.

## **17.07 Personnel Committee Recommendations**

17.07.1 All recommendations of Personnel Committees shall be conveyed in writing as soon as possible to the Dean by the Committee chair, and the Dean shall notify a Member as soon as possible in writing and in confidence of any recommendations by a Personnel Committee, and the reasons therefor, in his/her case.

17.07.2 The recommendation of the Appeal Committee shall be conveyed in writing by the chair to the President. A copy of the recommendation shall be sent to the Dean and to the Member.

## **17.08 Conflict of Interest/Reasonable Apprehension of Bias**

### **17.08.1**

- (a) A Member shall not participate as a Personnel Committee member and shall either be replaced, by the Dean from the pool of available alternative committee members, or absent himself/herself:
  - (i) during a hearing of his/her own case or that of a close family member or common law spouse.
  - (ii) during a review or appeal of a recommendation from another Personnel Committee of which he/she was a voting committee member.
  - (iii) during a hearing in which his/her participation may lead to a reasonable apprehension of bias. Prior familiarity with the facts of a case does not, by itself, constitute a reasonable apprehension of bias, nor do past friendly or unfriendly relationships.

However, such a person may appear as a witness.

- (b) Any dispute regarding the applicability of this Article and the replacement of the Member on a Personnel Committee by the Dean must be initiated through written and signed complaint to the Vice-President (Academic) within five (5)

Working Days of the Member being informed in writing of their replacement. The Vice-President (Academic) will either dismiss or support the Member's complaint and advise the Member and the Dean of the decision in writing within five (5) Working Days of receiving the written complaint.

**17.08.2** When a Member believes a person on a Personnel Committee which will be deciding a matter directly affecting the Member should be removed because of a conflict of interest or a reasonable apprehension of bias, the Member shall:

- (a) Raise the concern with the Dean in writing within ten (10) Working Days of being informed in writing of the composition of the Committee.
- (b) The Dean will respond in writing to the Member within five (5) Working Days of receipt of the concern with a proposed resolution.
- (c) If the Member views the Dean's proposed resolution as unacceptable, the Member will file a written and signed complaint with both the Association President and the Vice-President (Academic) within ten (10) Working Days of receiving the Dean's response.
- (d) The Vice-President (Academic) will either dismiss or support the Member's complaint and advise the Member and the Dean of the decision in writing within five (5) Working Days of receiving the written complaint.

**17.08.3** Any disputes regarding the applicability of [Articles 17.08.2\(b\)](#) and [17.08.2\(d\)](#) resulting from a complaint shall be resolved using the procedure in [Article 22.04](#).

**17.09** The Dean shall convey in writing to the President, and the President shall convey in writing to the Board, all recommendations of STP Committees that probation be extended, that probation be terminated, that tenure be awarded, or that a Member be promoted. The Vice-President (Academic) shall convey in writing to the President, and the President shall convey in writing to the Board, a recommendation of the Appeal Committee that a Member be promoted.

**17.10** When a Personnel Committee has recommended that probation be extended, that tenure be awarded or that a Member be promoted, the Dean may submit to the President, and the President may

submit to the Board, his/her own written recommendation differing from that of a Personnel Committee.

**17.11** In cases where there has been no Appeal Committee recommendation, if the President intends to submit a recommendation to the Board which differs from that of an STP Committee, he/she shall first request, in writing, giving his/her reasons therefor, that the Dean reconvene the STP Committee to reconsider its recommendation. The STP Committee shall either confirm its original recommendation, or else make some other recommendation originally available to it. The Dean shall convey in writing to the President the Committee's recommendation. This recommendation by the Committee shall be deemed its sole recommendation that probation be extended, that probation be terminated, that tenure be awarded, or that a Member be promoted. [Article 20.03](#) shall apply to the President's request, and the reasons therefor, that the STP Committee be reconvened.

**17.12** If the President submits to the Board a recommendation respecting extension of probation, award of tenure or promotion differing from that of a Personnel Committee, he/she shall send a copy of his/her recommendation to the Dean and to the Member.

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## **Article 18: Appointment of Faculty Members**

### **18.01 Kinds of Appointment**

Faculty members may be offered one of the following types of appointment: a term appointment, a probationary appointment, a term appointment with conversion, or an appointment with tenure.

#### **18.01.1 Term Appointment**

(a) A term appointment shall be for a contractually limited period. It shall not carry any implication that the Faculty Member will be considered for a probationary appointment or an appointment with tenure unless special provision for conversion into a probationary appointment as specified in [Article 18.01.3](#) is made in the original letter of appointment. Except for such provision as specified in [Article 18.01.3](#), a term appointment shall not be made except under one or more of the following conditions:

(i) That the appointment is a replacement for a Faculty Member on leave or on another

assignment of duties. Normally, such an appointment will be limited to the term of the relevant leave or reassignment. However, there may be some circumstances where the term may require a start or end date beyond the term of the relevant leave or reassignment.

- (ii) That the appointment is of someone unqualified for continuing appointment because a person with the required qualifications is not available at the time.
  - (iii) That the duties connected with the appointment are for a limited period and are expected to be no longer required after the specified date.
  - (iv) That the appointment is caused by the sudden unforeseen departure of a Faculty Member.
  - (v) That the appointment is to afford flexibility in program development as determined by the Vice-President (Academic).
  - (vi) That the appointment is due to the circumstances specified in [Article 17.03](#).
- (b) Consecutive term appointments for which the assigned duties of the Member have not changed will:
- (i) not exceed a cumulative period of appointment of six (6) years;
  - (ii) be made at the same rank; and,
  - (iii) be made at a salary no less than the previous appointment.
- (c) Term appointees will be informed by the Dean/ at the earliest possible opportunity if there will be a recommendation to the Board to renew the term appointment.
- (d) As part of a recommendation for a term appointment, the Dean will recommend to the Board the rank at which an appointment will be made.

## 18.01.2 Probationary Appointment

A probationary appointment means that the Member will be considered for extension of probation or for tenure.

## 18.01.3 Term Appointment With Conversion

- (a) A term appointment may contain provisions for conversion into a probationary appointment on two bases:
  - (i) that the term appointment is made in an area reliant on contingent funding that may become permanent. In this case, the letter of appointment shall specify the conditions under which conversion may occur, such as the availability of continuing funding for the position, attainment of academic credentials, and satisfactory performance of the duties for which the appointment was made.

If there is more than one (1) qualified candidate eligible for the probationary appointment under the terms of the most recent term appointment, a duly appointed Search Committee will recommend one of the candidates for appointment.

- (ii) upon attainment of specific academic credential(s), provided the letter of appointment specifies:
  - [a] the specific academic credential(s) which must be attained;
  - [b] whether the conversion shall occur
    - [i] automatically upon attainment of the credential(s), or
    - [ii] subject to a recommendation of an STP Committee, convened after the attainment of the credential(s);

And

- [c] the time by which the credential(s) must be attained, which shall not be later than the first Working Day of January of the year in which the term appointment ends.

- (b) If the conversion occurs under the conditions of the term contract, in [Article 18.01.3\(a\)\(ii\)\[b\]](#) above, the probationary appointment shall be deemed to have begun with the current term appointment.
- (c) For purposes of conversion under [Article 18.01.3\(a\)\(ii\)\[b\]\[iii\]](#) above, the current STP Committee, under [Article 17.04](#), may be convened at any time during its term.
- (d) When the credential(s) specified in [Article 18.01.3\(a\)\(ii\)](#) above is/are attained after October first (1) but on or before the first (1st) Working Day in January of the year in which the term appointment ends, the current STP Committee shall have jurisdiction to decide both the matter of conversion of the contract and, if required, the extension of probation.
- (e) For purposes of this Article, “attainment of specific academic credential(s)” means the receipt by the Dean, not later than the end of the first (1) Working Day of January, of an official transcript certifying that the Member has met all requirements for the specific academic credential(s) being sought.

#### 18.01.4 Appointment with Tenure

An initial appointment with tenure shall be subject to the provisions of [Article 19.04.2](#).

### 18.02 Effective Dates

#### 18.02.1 Term Appointments

A term appointment may commence at any date during the year.

#### 18.02.2 Probationary Appointments and Appointments with Tenure

The normal appointment year shall be from July 1 to the following June 30. However, it shall be possible for an appointment to be made effective at other times of the year. For an appointment taking effect after July 1 but no later than September 1 of a year, the first appointment year shall end on the following June 30. For an appointment that becomes effective after September 1, the first appointment year shall end a year from the immediately following June 30.



## 18.03 Procedure

- 18.03.1 The Board shall establish and authorize the filling of each position to which the provisions of this Collective Agreement apply, and shall specify the kind of appointment that may be made and the rank or ranks approved for the appointment.
- 18.03.2 Except when time does not permit, Faculty Member/Professional Librarian Probationary Appointment ([Article 18.01.2](#)) and Appointment with Tenure ([Article 18.01.4](#)) positions shall be advertised in “University Affairs”, the “CAUT Bulletin”, and other appropriate media.
- 18.03.3 Criteria for hiring shall be limited to qualifications related to the position as approved and advertised. Personal and social compatibility shall not be used as a criterion for appointment. Considerations of life style or of contribution to the University by spouses or other personal relations are irrelevant, unless the contributions would occur in the form of a University position subject to appropriate procedures.
- 18.03.4 Applications for the position shall be considered by the Search Committee which shall recommend to the Dean a candidate or candidates for the position. If the Dean approves a recommended candidate, he/she shall send the candidate a written offer of appointment, provisional upon ratification by the Board, specifying the rank, number of years assigned toward the Academic Career ([Article 2.02](#)), salary and other conditions, including Canadian immigration requirements where applicable, and access to a copy of this Collective Agreement.
- If the Dean rejects the recommendation of the Search Committee, his/her reasons shall be given to the President and to the Committee chair, and he/she shall request the Search Committee to recommend another candidate or candidates.
- 18.03.5 In the event that a provisional offer of appointment is accepted, the Dean shall recommend the appointment of that candidate to the President, who shall report the Dean's recommendation to the Board.
- 18.03.6 If the Board ratifies a recommendation for appointment by the President, the President shall send an official letter of appointment to the candidate specifying the terms and conditions of the appointment.
- 18.03.7 The letter of appointment, countersigned by the appointee, and the Collective Agreement together constitute an

agreement of appointment between the appointee and the Board. Amendments to the Collective Agreement shall become part of such agreement of appointment.

**18.04 Relocation Allowance: Refer to [Schedule B.09](#).**

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**Article 19: Probation and Tenure for Faculty Members**

**19.01 Probationary Appointment**

- 19.01.1 Probationary appointment may be made at the ranks of Professor, Associate Professor, or Assistant Professor. A term appointment may be converted to a probationary appointment under the provisions of [Article 18.01.3](#).
- 19.01.2 The initial period of probation shall be two (2) years, except where the appointment takes effect after July 1, in which case the initial period of probation shall be altered in accordance with the terms of [Article 18.02.2](#).
- 19.01.3 The maximum period of probation shall be five (5) years.
- 19.01.4 A Faculty Member on probation who fails to meet a specified obligation respecting academic credentials, or other obligation specified in the letter of appointment, shall not be considered for tenure or for extension of probation and his/her probation shall be terminated without recourse to appeal. However, a Dean may recommend to the President that the period allowed for the Member to meet the specified obligation be extended; in that event, the Member may request that the timetable for extension of probation and tenure be correspondingly extended; no such request shall be unreasonably denied. The Dean may also recommend that the timetable for probation and tenure be correspondingly extended.

**19.02 Extension of Probation**

- 19.02.1 A Faculty Member shall be awarded extension of probation if recommended by the STP Committee as provided in this Article and recommended by the President and ratified by the Board.

- 19.02.2 During the interval from January 1 to March 31 of the second year of probation, a Faculty Member shall be considered for extension of probation for a period of three (3) years.
- 19.02.3 Consideration for extension of probation shall be made by the STP Committee which shall recommend either that probation be extended or that probation be terminated.
- 19.02.4 At the beginning of the extension of probation, a Faculty Member shall be given by the Dean a written assessment of his/her performance during the period of probation just completed and a statement of expectation for his/her performance during the extension of probation.

### **19.03 Unfair Probationary Period**

- 19.03.1 An unfair probationary period is an extended period of a Faculty Member/Professional Librarian's probationary appointment during which time the Faculty Member/Professional Librarian's efforts to establish his/her academic record is materially impaired relative to other Faculty Members/Professional Librarians holding probationary appointments by violations of [Article 11](#) by another Member.
- 19.03.2 A Faculty Member/Professional Librarian who considers that he/she has been subjected to an unfair probationary period shall make a formal written complaint to the Dean, detailing the specifics of the case and providing supporting evidence, in a timely manner, as specified in [Article 22](#), but in any case not later than August 15 preceding his/her consideration for extension or probation or granting of tenure. The Dean shall investigate the matter and, if necessary, take action to resolve it not later than twenty (20) Working Days later.
- 19.03.3 If the Faculty Member/Professional Librarian is not satisfied with the Dean's resolution of the matter, he/she shall file a grievance under [Article 22](#) within ten (10) Working Days of receiving the Dean's decision. The grievance shall be resolved not later than December 15 of that year.
- 19.03.4 As part of the resolution of action under this Article, whether by the Dean or during a grievance procedure, the Dean may institute additional support or mentoring for the Faculty Member/Professional Librarian; the Faculty Member/Professional Librarian may be granted an extension of up to one (1) year beyond the limits set in

[Article 19.01.3](#) to prepare for the STP Committee's review of his/her work, possibly outside the time period specified in [Articles 19.02](#) and [19.04](#).

- 19.03.5 A Faculty Member/Professional Librarian may invoke [Article 19.03](#) more than once. However, the maximum cumulative extra-ordinary extension that may be granted to any individual in all actions under this Article is two (2) years. If a second grievance is upheld, the Faculty Member/Professional Librarian shall be placed under the direct supervision of the Vice-President (Academic) for the second and final period of extra-ordinary extension.

## **19.04 Award of Tenure**

- 19.04.1 Tenure shall mean an appointment which shall continue until retirement unless terminated under a provision of this Collective Agreement.

- 19.04.2 A Faculty Member shall be awarded tenure if recommended by the STP Committee as provided in this Article and recommended by the President and ratified by the Board.

- 19.04.3 Tenure shall become effective the date it is awarded by action of the Board.

### **19.04.4 Timelines**

- (a) A Faculty Member shall be considered for tenure during the period from January 1 to March 31 of the fifth (5) year of a probationary appointment. The STP Committee must recommend either that tenure be awarded or that probation be terminated.
- (b) By mutual agreement between the Faculty Member and the Dean:
  - (i) A Member who is appointed as Associate Professor or Professor may be considered earlier, but not before the period from January 1 to March 31 of the second (2) year of the initial probationary appointment of [Article 19.01.2](#), or
  - (ii) A Member who is promoted to Associate Professor before the end of his/her fifth (5) probationary year, may be considered for tenure immediately after being promoted

(i.e., during the same hearing), except that in no case shall a tenure hearing be held earlier than the period January 1 – March 31 of the second (2) year of the initial probationary appointment of [Article 19.01.2](#).

- (iii) In both [19.04.4\(b\)\(i\)](#) and [19.04.4\(b\)\(ii\)](#), the STP Committee may recommend that tenure be awarded, or that the probation be extended but not beyond the maximum probationary period provided in [Article 19.01.3](#) (except as provided in [Article 19.03](#)), or that probation be terminated.

(c) At the request of the Faculty Member:

- (i) A Member appointed with one or more previous full years of service on full time employment at this University or another university, or both, to which all of the criteria in [Article 12](#) applied shall have such service considered as comprising part of the maximum probationary period, provided that the Member possessed full academic credentials for the years of service to be considered, and provided that the appropriate documentation is provided for the entire period; except that in no case shall a tenure hearing be held earlier than the period January 1 – March 31 of the second (2) year of the initial probationary appointment of [Article 19.01.2](#).
- (ii) The STP Committee may recommend that tenure be awarded; or that the probation be extended but not beyond the maximum probationary period provided in [Article 19.01.3](#) (except as provided in [Article 19.03](#)); or that probation be terminated.

## **19.05 Procedure for Extension of Probation and Award of Tenure**

19.05.1 The procedure for the hearing of the STP Committee regarding extension of probation or the award of tenure shall be that for a hearing regarding promotion as provided in [Article 20.03](#). Where the Committee has not completed its deliberations by June 30 of the final year of the Member's probationary appointment and the Committee makes a recommendation that probation be terminated, then a terminal appointment as provided in [Article 19.06.2](#) shall be deemed to have begun July 1 immediately following the end of the probationary appointment.

19.05.2 The motion to be considered by the STP Committee shall be:

- (a) *That the quality and quantity of the candidate's academic work relative to the criteria of [Article 12.01](#) merit the award of extension of probation. if the hearing is pursuant to [Article 19.02](#); or*
- (b) *That the quality and quantity of the candidate's academic work relative to the criteria of [Article 12.01](#) merit the award of tenure. if the hearing is pursuant to [Article 19.04](#).*

Failure of the motion [Article 19.05.2\(a\)](#) to carry by the appropriate majority, as specified in [Articles 14.04.1\(c\)](#) or [17.04.2\(c\)](#) constitutes a recommendation that probation be terminated, if the hearing is held pursuant to [Articles 14.06](#) or [19.02](#).

Failure of the motion [Articles 19.05.2\(b\)](#) to carry by the appropriate majority, as specified in [Articles 14.04.1\(c\)](#) or [17.04.2\(c\)](#), constitutes a recommendation that probation be terminated if the hearing is held pursuant to [Articles 14.07](#) or [19.04](#), except where the hearing is held pursuant to [Article 19.04.4\(b\)](#), in which case failure of the motion requires that the STP Committee then consider the motion [Article 19.05.2\(a\)](#). Subsequent failure of the motion [Article 19.05.2\(a\)](#) to carry by the appropriate majority, as specified in [Articles 14.04.1\(c\)](#) or [17.04.2\(c\)](#) a recommendation that probation be terminated.

## **19.06 Termination of Probationary Appointment**

19.06.1 A Faculty Member's probation shall be terminated upon recommendation of an STP Committee as provided in

[Articles 19.02.3](#) or [19.04.4](#), recommendation of the President, and ratification by the Board.

- 19.06.2 A Faculty Member whose probation is terminated shall be awarded a terminal appointment of one (1) year to follow the end of the period of probation.
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## **Article 20: Promotion of Faculty Members**

### **20.01 Promotion**

A Faculty Member shall be promoted if recommended by an STP Committee, recommended by the President, and ratified by the Board.

### **20.02 Consideration for Promotion**

20.02.1 A Faculty Member may be considered for promotion in any year deemed appropriate in the judgment of the chair of the STP Committee and with the consent of the Member. Normally, promotion to the next higher rank should occur after five (5) to ten (10) years in a rank.

20.02.2 A Faculty Member shall have the right to be considered for promotion in the sixth (6) or subsequent year in which the Member has been in a rank, excepting only that the Member may not apply again to be promoted in the year following an unsuccessful consideration.

### **20.03 Promotion Hearings**

20.03.1 Consideration of promotion of a Faculty Member shall be carried out by the STP Committee, which shall recommend either that the Faculty Member be promoted, or that the Faculty Member not be promoted. Meetings of the STP Committee shall normally take place between January 1 and March 31 of each Academic Year.

#### **20.03.2 Process**

- (a) The STP Committee Chair shall prepare a recommendation for or against promotion and present it to the Committee.
  - (i) No later than July 15 of the Academic Year in which promotion (extension of probation or tenure) is to be considered,

the Dean shall write to all Members who have agreed with the STP Committee Chair under [Article 20.02.1](#) to be considered for promotion, and also to all Members eligible under [Article 20.02.2](#) to invoke the right to be considered for promotion. The letter shall invite the Member to supply to the STP Committee Chair, by the following September 15, a rationale and whatever material and information the Member deems necessary to justify his/her promotion (extension of probation, or tenure) and request the Member to make recommendations regarding additional evidence for the Chair to gather. In all cases where referees are selected, such selection shall be fair and reasonable. The Chair shall keep the Member informed of progress on the collection of such additional information.

- (ii) The evidence and documentation submitted for the consideration of the STP Committee shall consist of four (4) elements, each of which shall be clearly identified:

first: evidence and documentation submitted by the candidate

second: additional evidence and/or documentation collected by the STP Chair after consultation with the candidate as described in [Article 20.03.2\(a\)\(i\)](#)

third: such additional evidence and/or documentation collected by the STP Chair as he/she deems relevant to the proceedings

fourth: material from the personal file of the candidate directly relevant to teaching, research and creative activity, and service to the University and society duties and responsibilities, submitted by the Dean to the STP Chair in accordance with [Article 9.07](#) and accepted by the STP Chair as appropriate. Disagreements between the Dean and the Chair regarding the appropriateness of specific material shall be dealt with through the interpretation process in [Article 22](#).

After consultation with the Dean, the STP Committee Chair shall indicate to the Member within fifteen (15) Working Days of receipt of the material in [Article 20.03.2\(a\)\(i\)](#) (above) whether, based on this material, a positive or a negative recommendation would be presented to the STP Committee. In particular, the Chair shall inform the Member



of any negative evidence which the Member may wish to address. If, in the Chair's view, there is insufficient evidence to justify a positive recommendation, the Chair shall, at this time, advise the Member what additional evidence would overcome the perceived incompleteness or insufficiency, and shall attempt to assist the Member in acquiring such additional evidence;

- (iii) Any additional evidence gathered by the STP Committee Chair or supplied by the Dean or the Member under [Articles 20.03.2\(a\)\(i\)](#) and [20.03.2\(a\)\(ii\)](#) above for consideration of the STP Committee shall be provided by January 10.
  - (iv) Not fewer than ten (10) Working Days prior to the first day of the hearing, the STP Committee Chair shall inform the Member in writing of the Chair's recommendation and all the reasons for it that will be placed before the STP Committee. In particular, the Chair shall inform the Member of any negative evidence which the Member may wish to address.
  - (v) The STP Committee Chair's letter shall also inform the Member that the Member has the right to submit, within five (5) Working Days, a written response to the Chair's recommendation.
  - (vi) The STP Committee Chair's letter shall inform the Member of the right to appear before the STP Committee giving as much notice as possible but not fewer than five (5) Working Days notice.
- (b) The STP Committee Chair shall convene the STP Committee and shall place before it:
- (i) The evidence and documentation the Chair has accumulated in accordance with [Article 20.03.2\(a\)\(ii\)](#), including all materials submitted by the Member. Normally, new documentation shall not be presented at this meeting; the Member will be provided with a fair summary of any new documentation admitted and will have five (5) Working Days to respond to it prior to the Committee considering the new documentation.
  - (ii) The Chair's recommendation.

- (iii) The Member's written response, if any, under [Article 20.03.2\(a\)\(v\)](#).
- (c) The first motion to be considered shall be: *That the evidence presented to the Committee is a sufficient basis for a fair and reasonable decision.* The question is automatically before the STP Committee and requires neither mover nor seconder. Voting shall be in accordance with [Article 17.04.2\(c\)](#).

If, after consideration, the motion is not carried, the STP Committee shall request its Chair to accumulate additional evidence that would overcome the perceived incompleteness or insufficiency. The Member shall be informed of the additional evidence gathered by the STP Committee Chair, and especially of any negative evidence, and shall have the right to respond within five (5) Working Days either in writing or orally. In addition, should the STP Committee Chair change his/her original recommendation as a result of the new evidence, the Member shall be so informed and shall have the right to respond within five (5) Working Days either orally or in writing.

- (d) After the motion of [Article 20.03.2\(c\)](#) above has passed, or when the STP Committee votes that reasonable efforts to find significant additional evidence have failed, the Committee shall consider the motion: *That the quality and quantity of the candidate's academic work relative to the criteria of [Article 12.01](#) merit the award of promotion.* The question is automatically before the STP Committee and requires neither mover nor seconder. Voting shall be in accordance with [Article 17.04.2\(c\)](#).
- (e) Within five (5) Working Days of the end of the meeting or meetings dealing with a Member's case, the STP Committee Chair shall convey to the Dean in writing the recommendation of the Committee and a summary of its reasons. This letter shall be included in the Member's Personal File.
- (f) A draft of the letter from the Dean to the Member, informing the Member of the Committee's recommendation and the reasons therefor, as specified in [Article 17.07.1](#) shall be circulated to members of the STP Committee, and amended by the Dean as appropriate, prior to its transmittal. On request to the Dean, the Chair of STP Committee

shall have the right to read the letter to the Member.

- (g) All materials used in the Hearing shall be deemed to be part of the Member's Personal File, subject to the provisions of [Article 9](#).
- (h) The Dean shall forward to the Vice President (Academic) the Committee's final letter of [Article 20.03.2\(f\)](#) regarding its recommendation and the reasons therefor, together with the Dean's recommendation.
  - (i) Except where the Dean or the Vice President (Academic) or both have reasonable cause to believe that one or more of the conditions of [Articles 23.02.3\(a\)\(i\)](#), [23.02.3\(a\)\(ii\)](#), and [23.02.3\(a\)\(iii\)](#) exists, the Vice President (Academic) shall forward the recommendation to the President for consideration. Where the Dean or the Vice President (Academic) or both have reasonable cause to believe that one or more of the conditions of [Articles 23.02.3\(a\)\(i\)](#), [23.02.3\(a\)\(ii\)](#), and [23.02.3\(a\)\(iii\)](#) exists, the Vice President (Academic) shall forward the case to the Appeal Committee of [Article 17.04.3](#) for its consideration, using the process in [Article 23.02.3](#) for cases involving extension of probation and tenure recommendations, or using the process in [Article 23.02.3](#), for cases involving promotion recommendations.

## **20.04 Effective Date of Promotion**

A promotion shall normally become effective on but not later than July 1 of a given year providing that:

- 20.04.1 the promotion is recommended by the STP Committee on or before the preceding March 31, or considered by the STP Committee before March 31 and subsequently recommended by the Appeal Committee; and,
- 20.04.2 the promotion is recommended by the President and ratified by the Board.

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## **Article 21: Increments for Faculty Members/Professional Librarians**

**21.01** A Faculty Member/Professional Librarian shall be awarded a salary increment that is:

21.01.1 recommended in accordance with the provisions of this Article, and

21.01.2 ratified by the President

**21.02** All salary increments shall become effective on July 1 of the calendar year in which they are awarded.

### **21.03 Eligibility for Salary Increments**

#### 21.03.1 Date of Appointment

- (a) A Faculty Member/Professional Librarian whose appointment takes effect in the period July 1 - September 15 is eligible to receive a salary increment on the following July 1.
- (b) A Faculty Member/Professional Librarian whose appointment takes effect in the period September 16 - March 31 is eligible to receive, on the following July 1, a salary increment award pro-rated according to the completed months he/she will have served by June 30.
- (c) A Faculty Member/Professional Librarian whose appointment takes effect in the period April 1 - June 30 will not be eligible to receive a salary increment award on July 1 of the same calendar year.
- (d) A Faculty Member/Professional Librarian with a term appointment whose appointment end date falls before July 1 will not be eligible to receive an increment award on July 1 of the same calendar year.

#### 21.03.2 On Terminal Appointment

A Faculty Member/Professional Librarian awarded a terminal appointment as provided in [19.06](#) shall not be awarded a salary increment for that year of terminal appointment.

## **21.04 Principles and Procedures for Awarding Salary Increments**

- 21.04.1 Before April 30 of each year, the professional performance of a Faculty Member/Professional Librarian shall be evaluated and the Faculty Member/Professional Librarian shall be informed of the result of that evaluation. Before September 15 each year, a Faculty Member/Professional Librarian shall submit to the Dean a report of Professional Activities (as per [Schedule E](#)) during the previous Contract Year (July 1 to June 30), any supporting documentation not already in the Faculty Member's/Professional Librarian's file, and a recommendation for weighting the criteria.
- 21.04.2 Normally, the period for assessment shall be the Contract Year immediately preceding the evaluation of performance. The basis for assessment shall normally be the Professional Activities Report, and the contents of a Faculty Member's/Professional Librarian's Personal File regarding the period in question. However, if the Faculty Member/Professional Librarian and the Dean agree, other relevant periods or materials shall be considered. All materials considered shall be part of a Faculty Member's/Professional Librarian's Personal File.
- 21.04.3 The three criteria outlined in [Article 12.01](#) in the case of Faculty Members, or in [Articles 14.11.1\(a\)](#) through [14.11.1\(c\)](#) in the case of Professional Librarians, and further elaborated in [Article 11.03](#) shall be weighted by the Dean in consultation with the Faculty Member/Professional Librarian, in accordance with [Articles 12.03](#), [13.01](#), [11](#), [14.11.3](#) and [Schedule E](#), to reflect the Faculty Member's/Professional Librarian's duties and the relative emphasis of each of the three (3) criteria in the assessment of performance for the period under consideration. The weighting of each Faculty Member's/Professional Librarian's duties shall total 100%.
- 21.04.4 A Faculty Member/Professional Librarian shall be assigned a performance rating on each of the three criteria according to the following descending scale of merit: 2.0, 1.75, 1.5, 1.25, 1.0, 0.5 and 0 where 1.0 reflects satisfactory performance and normal career progress.
- 21.04.5 The performance rating for each criterion multiplied by the weighting of each criterion shall determine a Faculty Member/Professional Librarian's performance score for each

criterion. The overall performance score shall be the sum of the three (3) performance scores.

- 21.04.6 Where a Faculty Member's/Professional Librarian's Teaching or Research are assessed as unsatisfactory, or where reasonable doubt exists about a Faculty Member's/Professional Librarian's satisfactory performance in areas defined in [Articles 12.01.1](#) and [12.01.2](#) for Faculty Members and [Articles 14.11.1\(a\)](#) and [14.11.1\(b\)](#) for Professional Librarians, the Faculty Member/Professional Librarian and the Dean, in consultation with the Department Chair, where Departments exist, shall cooperate, during the subsequent evaluation period, in the collection of data concerning the Faculty Member's/Professional Librarian's Teaching effectiveness or Research and Creative Activity.
- 21.04.7 A performance rating for each criterion, an overall performance score, and a salary increment shall be proposed by the Dean, in consultation with the Department Chair, if any. These and a brief statement of the reasons for them shall be communicated to the Faculty Member/Professional Librarian in writing together with an estimate of the distribution of increments in each Faculty.
- 21.04.8 Where the Faculty Member/Professional Librarian disagrees with the Dean's recommendation regarding performance ratings, he/she shall notify the Dean in writing within five (5) Working Days of receipt of the letter sent pursuant to [Article 21.04.7](#) stating his/her reasons therefor. The Faculty Member/Professional Librarian shall meet with the Dean and present whatever material, evidence, and information he/she deems necessary to justify his/her preferred performance ratings (relative to the weighting of the Dean). If the Faculty Member/Professional Librarian and the Dean still disagree then the STP Committee shall establish the performance rating for each criterion, and send the results, with reasons, to the Dean. All such STP Committee salary increment deliberations shall be completed by June 15 of the same calendar year.

The Committee's procedures shall be as follows:

- (a) The Committee Chair shall recommend to the STP Committee performance ratings (relative to weightings) and the resultant performance score. Before such a recommendation the Chair shall:
  - (i) invite the Faculty Member/Professional Librarian to supply a rationale and

whatever material, evidence, and information he/she presented to the Dean to justify his/her preferred performance ratings (relative to the weightings of the Dean);

- (ii) request from the Dean the Professional Activities Report, any supporting documentation provided by the Faculty Member/Professional Librarian, and the Department Chair's assessment (where applicable) which were the basis for the Dean's performance rating;
  - (iii) invite the Dean to justify his/her performance rating, a copy of which justification shall be provided to the Faculty Member/Professional Librarian;
  - (iv) inform the Faculty Member/Professional Librarian of the right to appear before the STP Committee, giving as much notice as possible but not fewer than five (5) Working Days' notice. Normally new documentation shall not be presented at this meeting.
- (b) The Chair shall convene the STP Committee and shall place before it:
- (i) The items specified in [Articles 21.04.8\(a\)\(i\)](#), [21.04.8\(a\)\(ii\)](#), and [21.04.8\(a\)\(iii\)](#);
  - (ii) The motion, which shall be *The Dean's recommendation regarding performance rating be accepted*.
  - (iii) If that motion fails, another motion shall be made regarding the appropriate performance rating to be recommended to the President.
- (c) After examining the evidence before the committee, the STP Committee may request the Chair to attempt to gather additional evidence within reasonable limits. The Faculty Member/Professional Librarian will be provided with a fair summary of any new documentation admitted and will have five (5) Working Days to

respond to it prior to the Committee considering the new documentation.

- (d) A letter from the Chair of the STP Committee shall be transmitted to the Dean, with a copy to the Faculty Member/Professional Librarian, informing the Dean and the Faculty Member/Professional Librarian of the Committee's recommendation and the reasons therefor.
- (e) All materials used in the Hearing shall be deemed to be part of the Faculty Member/Professional Librarian's Personal File, subject to the provisions of [Article 9](#).

21.04.9 The Dean shall convey in writing to the President the salary increment awards and the reasons therefor. The Dean may submit to the President his/her own written recommendation differing from that of the STP Committee, if the STP Committee has established the performance ratings.

21.04.10 The President may request in writing, giving his/her reasons therefor, that the originator of performance ratings reconsider the recommendation. The Dean or the STP Committee, whichever is appropriate, shall either confirm its original recommendation or else make some other recommendation originally available to it, and the Dean shall convey the recommendation to the President. The President shall ratify one of the submitted recommendations.

**21.05** If a Faculty Member/Professional Librarian is assigned an increment award of 0 or 0.5, the Dean shall arrange a meeting pursuant to [Article 24.06.1](#).

## **21.06 Value of Salary Increment**

The value of a Faculty Member/Professional Librarian's salary increment is equal to the career progress increment and the merit award, if any.

To establish a Faculty Member/Professional Librarian's career progress increment:

21.06.1 Every Faculty Member/Professional Librarian with a performance score equal to or above one (1.0) will receive a full career progress increment. Those whose performance scores are less than one (1.0) and greater than or equal to one half (0.5) will receive one half (0.5) of a career progress increment. Those whose performance scores are less than



one half (0.5) will receive zero (0) increment. In any event, unless reassigned pursuant to [Article 13](#), less than satisfactory performance in Teaching or Research and Creative Activity will lead to a full career progress increment only under exceptional circumstances; otherwise, the Faculty Member/Professional Librarian will receive either one half (0.5) of the career progress increment or zero (0), according to the recommendation of the Dean or the STP Committee.

- 21.06.2 The value of a career progress increment for Faculty Members/Professional Librarians whose Academic Career Years as of June 30th do not exceed the duration per rank of an Academic Career, as specified in [Article 2.02](#) and as applied in [Schedule F](#), is specified in [Schedule A](#).
- 21.06.3 If a Faculty Member/Professional Librarian receives recognition for a transfer of seniority, as per [Article 25.04.1](#), including professional experience at the University or elsewhere, the number of years transferred under [Article 25.04.1](#) shall count towards the period of an Academic Career as defined by [Article 2.02](#).
- 21.06.4 Once a Faculty Member/Professional Librarian has accumulated Academic Career Years exceeding the duration of an Academic Career as defined in [Article 2.02](#) and as implemented through [Schedule F](#), the career progress increment award shall have no monetary value.
- 21.06.5 To establish a Faculty Member/Professional Librarian's merit award:
- (a) A mean of the overall performance scores will be calculated.
  - (b) A Faculty Member/Professional Librarian whose performance score equals or exceeds the mean for his or her Faculty or the Library shall automatically receive increments from the Merit Pool.
  - (c) A Faculty Member/Professional Librarian whose performance score (rounded to the nearest tenth) equals the mean performance score (rounded to the nearest tenth) of his/her Faculty or Library shall be entitled to one merit unit. A Faculty Member/Professional Librarian shall receive an additional merit unit for each tenth by which his/her performance score (rounded to the nearest tenth) exceeds the mean performance score

(rounded to the nearest tenth) of his/her Faculty or the Library. The total number of merit units for a Faculty or the Library will be the sum of these merit units.

- (d) The value of a merit unit will be calculated by dividing the value of the merit pool, as established in [Article 31.05.1](#), for a Faculty or the Library by the total number of merit units in that group.

## **21.07 Procedures for Biennial Evaluation**

21.07.1 A Member is subject to annual evaluations unless he/she meets the provisions of [Article 21.07.2](#). Members subject to annual evaluation will follow the procedures provided in [Article 15.05](#) for Instructors and Academic Assistants, or in [Article 21.04](#), for Faculty Members/Professional Librarians each year.

21.07.2 To be eligible to have a performance evaluation every two (2) years a Member shall meet the following criteria

- (a) is tenured or holds a continuing appointment, as appropriate;
- (b) has received at least a normal career progress increment for each of the last 3 years;
- (c) has not received a report in writing of unsatisfactory performance of academic duties during the last 3 years; and
- (d) has not been disciplined under [Article 24](#) in the last three (3) years.

21.07.3 When a Member who has been eligible for biennial evaluations loses that eligibility because one or more of [Articles 21.07.2\(b\)](#), [21.07.2\(c\)](#), or [21.07.2\(d\)](#) is no longer satisfied, he/she shall revert to annual evaluations until the conditions in [Article 21.07.2](#) are met.

21.07.4 A Member who becomes eligible for biennial evaluation shall continue to be evaluated on an annual basis until the group to which he/she is assigned is due for biennial evaluation.

21.07.5 Annual Reporting

- (a) In a year when an evaluation is not required a Member shall provide a maximum one-page summary of the duties which were performed

during the preceding contract year. Supporting documentation is not required.

- (b) In a year when an evaluation is required a Member shall submit a Professional Activities Report (as provided in [Schedule E](#)). Additional materials as specified in [Articles 12](#) and [14](#), and having a bearing on the criteria for performance evaluation specified in these Articles and relevant to the evaluation period, as specified in [Article 21](#), may be provided. The Member shall provide sufficient evidence to permit evaluation of the activities reported.

#### 21.07.6 Salary Increment Process

- (a) For Faculty Members/Professional Librarians subject to biennial evaluation, the procedures provided in [Article 21.04](#) will be followed every second year. The performance rating awarded to a Faculty Member/Professional Librarian on each of the three (3) criteria, according to [Article 21.04.4](#), will remain the same in each year until the next evaluation.
- (b) For Instructors/Academic Assistants subject to biennial evaluation, the procedures provided in [Article 15.05.3](#) will be followed every second year. The rating awarded to an Instructor/Academic Assistant, according to [Article 15.05.3](#), will remain the same in each year until the next evaluation.

#### 21.07.7 Evaluation Process

- (a) At the discretion of the Dean, eligible Faculty Members/Professional Librarians of a Faculty or the Library shall be evaluated either in one group, all in the same year, or in two (2) groups of approximately equal size with each group being evaluated in alternate years, subject to [Article 21.07.7\(b\)](#) below.
- (b) If membership in a Faculty or the Library is divided for the purposes of biennial evaluation, the basis of the groupings shall be similarity of discipline or similarity of criteria for performance rating (e.g. Natural Sciences, Social Sciences, and Humanities).

Where there are departments/divisions in a Faculty or the Library, all eligible Faculty Members/Professional Librarians of the same department/division shall be evaluated in the same year.

- 21.08** Faculty Members/Professional Librarians shall receive the distribution of career progress and merit increments awarded that year by Faculty/Library no later than September 30 of each year.
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## **Article 22: Grievance and Interpretation**

- 22.01** Interpretations, clarifications or specifications of the Collective Agreement, either agreed upon by both Parties or ruled by an arbitrator as part of the resolution of grievances, may be incorporated as clauses or schedules of this Collective Agreement by mutual consent of the Parties.

### **22.02 Grievance**

- 22.02.1 A grievance is a claim that there has been a violation, improper application or non-application of the terms of this Collective Agreement. A grievance shall be settled in accordance with the terms of this Collective Agreement. The time schedule of this grievance procedure or any part thereof may be abridged or extended by mutual consent. Procedures under [Article 22](#) shall be subject to procedural fairness as defined in [Article 2.26](#).
- 22.02.2 Issues of process and procedural fairness are subject to grievance.
- 22.02.3 Subject to [Article 22.02.2](#) the following matters shall not be subject to grievance:
- (a) the outcome of appeals respecting promotion, extension of probation, tenure or salary of a Member;
  - (b) the outcome of a specific process provided by this Collective Agreement that is binding on both Parties; or
  - (c) a request for amendment of this Collective Agreement.
- 22.02.4 At any point in the grievance process the Parties may agree to settle the matter between them with or without the use of mediation.

## **22.03 Grievance Process**

22.03.1 A grievance shall be initiated within sixty (60) Working Days following the date upon which the violation, improper application or non-application of this Collective Agreement is alleged to have occurred, or on which the alleged violation should have become known to the Member, Association, or President.

22.03.2 A grievance may be initiated by the Association or by the Board.

22.03.3 A Member alleging a grievance shall present their allegations to the Association, which holds carriage rights over alleged grievances of Members. The Association shall decide whether or not to pursue the alleged grievance.

### **22.03.4 Step 1: Informal meeting**

- (a) In the first step of the grievance process, the Parties shall meet informally in an attempt to resolve the issue.
- (b) The request for the meeting will be made by the Party filing the grievance and the meeting must take place within fifteen (15) Working Days of this request.
- (c) If the issue is not resolved at this stage, the grievance moves to Step 2.

### **22.03.5 Step 2: Formal Notice**

- (a) The second step of the grievance process is the formal notification.
- (b) In the event a grievance is claimed, the grievance shall be presented in writing to the President of the Association (in the case of a grievance by the Board) or the President of the University (in the case of a grievance by the Association) specifying the Article(s) or Section(s) in the Collective Agreement or relevant legislation to which the grievance applies, providing such particulars as appropriate and proposing remedy.
- (c) Upon receipt of the formal notice, the President of the University (in the case of grievances by the Association) or the President of the Association (in

the case of grievances by the Board) shall investigate the grievance.

- (d) A written report of the investigation shall be presented to the other party within ten (10) Working Days together with a recommendation or recommendations to resolve the dispute.
- (e) This report and proposed resolution shall be deemed accepted by the other Party unless the other Party indicates in writing to the contrary within ten (10) Working Days.
- (f) If the other party does not accept the report and proposed resolution, the parties shall arrange to meet within ten (10) Working Days to attempt to resolve the grievance.
- (g) If this meeting is not held within ten (10) Working Days or the parties are unable to resolve the grievance within five (5) Working Days of this meeting, either party has the option of proceeding to Step 3: Arbitration.

#### 22.03.6 Step 3: Arbitration

- (a) If the President of the University (in the case of grievances by the Association) or the President of the Association (in the case of grievances by the Board) is unsatisfied with the results of the meeting in [Article 22.03.5\(f\)](#) or (in the case of the Interpretation Committee) the meeting in [Article 22.05.1](#), he/she has the option of referring the matter to arbitration.
- (b) Written notification that the matter is to be referred to arbitration must be provided to the other party within thirty (30) Working Days of the relevant meeting identified in [Article 22.03.6\(a\)](#).
- (c) When arbitration is required, grievances shall be referred to a single arbitrator.
- (d) The arbitrator shall be appointed by the agreement of the President of the University and the President of the Association within ten (10) Working Days after the President of the University or the President of the Association, as appropriate, has received notice of referral.

- (e) Failing agreement, the arbitrator shall be appointed following provisions of the Alberta Labour Relations Code.
- (f) For the purposes of [Article 22](#), the arbitrator shall conduct the arbitration in accordance with the provisions of the Alberta Labour Relations Code. The arbitrator may assign the costs of the arbitration.
- (g) The arbitrator shall hear the grievance and issue a decision which shall be final and binding upon the parties to the arbitration.

## **22.04 Interpretation**

- 22.04.1 Interpretation is a process by which the Board and the Association strike a committee of their respective Presidents to resolve ambiguities or uncertainties about the meaning or application of this Collective Agreement that are not the subject of a grievance.
- 22.04.2 The Interpretation Committee is not to be used to resolve active grievances as defined in [Article 22.02](#). The Committee is used to proactively clear up ambiguities or uncertainties before a grievance arises.

## **22.05 Interpretation Process**

- 22.05.1 The Interpretation Committee shall meet within ten (10) Working Days of the written request of either of its members. This request shall provide a sufficient outline of the issue(s) or Article(s) requiring interpretation.
- 22.05.2 The Interpretation Committee shall issue a written report of its deliberations within five (5) Working Days of its meeting. This report may consist of an agreed upon statement by both members or individual reports by each member.
- 22.05.3 Where the Interpretation Committee members agree upon an interpretation, this interpretation shall become a Schedule of this Collective Agreement.
- 22.05.4 Where the Interpretation Committee members cannot agree upon an interpretation within five (5) Working Days of the meeting of [Article 22.05.1](#), either member may request arbitration according to the procedures of Step 3 of the Grievance Process in [Article 22.03.6](#).

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## **Article 23: Appeals of Recommendations by STP Committees and Appeal Committees**

### **23.01 Preamble**

- 23.01.1 Appeals dealt with in this Article are logical extensions of the processes for career progression via STP Committee reviews addressed in other Articles of this Collective Agreement. Such STP Committee reviews are based on the principles of peer review, principles of natural justice and any differences between adjudication processes versus appeal processes.
- 23.01.2 Subject to the provisions of [Article 2.26](#) and principles of natural justice, all evidence considered during the Appeal process governed by this Article shall pertain to the review period considered by the original STP Committee or the Appeal process itself.
- 23.01.3 Where an appellant has the right to appear before a committee as part of an Appeal process governed by this Article, the appellant has the right to be accompanied pursuant to the provisions of [Article 11.02.6](#) Participation and Accompaniment.
- 23.01.4 All written communications to an appellant pursuant to the provisions of this Article or written communications pertaining to an appealed recommendation of an STP or Appeal Committee shall be copied to the Association.
- 23.01.5 In every instance where notification of the appellant is required by this Article, that notification shall be in writing, and copied to the Association.
- 23.01.6 All materials pertaining to the Member that are used pursuant to this Article shall be deemed part of the Member's Personal File, subject to the provisions of [Article 9](#).

### **23.02 Denial of Extension of Probation, Tenure, Continuing Appointment, and Promotion**

- 23.02.1 A Member shall have the right to appeal to the [Article 17.04.3](#) Appeal Committee a recommendation of the STP Committee respecting his/her extension of probation, the award of tenure (in case of a Faculty



Member/Professional Librarian), the award of a continuing appointment (in the case of Instructor/Academic Assistant), or promotion.

23.02.2 The Appeal Committee shall hear only those appeals submitted in writing to the Committee Chair. The appellant must give notice in writing of an intention to appeal within ten (10) Working Days after the Member has received notification of a recommendation of the STP Committee. Full reasons for the appeal must be submitted within ten (10) Working Days of the Chair's acknowledgement of this written notice.

### 23.02.3 Process

(a) The appellant shall write to the Chair of the Appeal Committee giving notice of an intention to appeal the recommendation of the STP Committee. The Chair of the Appeal Committee shall acknowledge receipt of the request for a hearing. Within ten (10) Working Days of receipt of the Chair of the Appeal Committee's letter, the appellant shall submit a written request for a hearing of his/her case, stating the grounds for the appeal, which shall be one or more of the following:

(i) That the decision reached by the STP Committee was not fair and reasonable in the light of the documentation and evidence put before it. In this case, the motion for consideration by the Appeal Committee shall be:

*[a] That the decision reached by the STP Committee was not fair and reasonable in light of the documentation and evidence put before it.*

(ii) That the documentation and evidence considered by the STP Committee were incomplete and/or inappropriate to such an extent as to prevent a fair and reasonable decision, for reasons that were beyond the control of the appellant. The Appeal Committee shall then consider the motion:



include information sufficient to permit the Appeal Committee to determine whether the procedures of the STP Committee were fair and reasonable, notwithstanding the evidence presented to the STP Committee.

- (iii) In accordance with [Article 2.26](#), the Appeal Committee shall ensure that the appellant has available to him/her all the information that the Appeal Committee is to use in rendering its decision, and that the appellant has had a reasonable opportunity to provide a response to such information.
- (c) The Appeal Committee shall then consider the motion(s) before it under [Article 23.02.3\(a\)](#). Each motion is automatically before the Appeal Committee at the appropriate time, and requires neither a mover nor a seconder. When more than one ground for appeal is claimed, the Appeal Committee shall consider the motions one at a time, in the order specified in [Article 23.02.3\(a\)](#), subject to the following provisions:
- (i) Should the motion in [Article 23.02.3\(a\)\(i\)](#) carry by an appropriate majority as specified in [Article 17.04.3\(e\)](#), the appeal is upheld, and the decision of the STP Committee is reversed. In this case, no subsequent motions shall be entertained, and the appeal is concluded.
  - (ii) Should the motion in [Article 23.02.3\(a\)\(ii\)](#) carry by an appropriate majority as specified in [Article 17.04.3\(e\)](#), the Appeal Committee affirms the grounds for appeal to be valid, and no additional motions from [Article 23.02.3\(a\)](#) shall be entertained. The Appeal Committee shall then direct that the additional evidence required to render a fair and reasonable decision be collected. With all required evidence in hand, the Appeal Committee shall then reconsider the appellant's case anew, as if

it were an STP Committee, with all of the associated powers and duties of an STP Committee.

- (iii) Should the motion in [Article 23.02.3\(a\)\(iii\)](#) carry by an appropriate majority as specified in [Article 17.04.3\(e\)](#), the Appeal Committee affirms the grounds for appeal to be valid, and no additional motions from [Article 23.02.3\(a\)](#) shall be entertained. The Appeal Committee shall then reconsider the appellant's case anew, without gathering any additional evidence, as if it were an STP Committee, with all of the associated powers and duties of an STP Committee.
- (iv) A failure of any motion under [Article 23.02.3\(a\)](#) shall mean that the specific ground for appeal pertaining to that motion is dismissed. The failure of all motions presented to the Appeal Committee under [Article 23.02.3\(a\)](#) shall mean that the appeal is dismissed, and that the Appeal Committee has upheld the recommendation(s) of the STP Committee.

#### 23.02.4 Resolution

- (a) After the Appeal Committee has made its recommendation(s), a draft of the letter from the Chair of the Appeal Committee to the appellant respecting the Appeal Committee's recommendation(s) shall be circulated to members of the Appeal Committee, and amended by the Chair as appropriate, prior to its transmittal to the appellant. Copies of the final version of the letter from the Chair of the Appeal Committee to the appellant shall be sent to the appellant's Dean, the Vice-President (Academic) and the Association.
- (b) When the recommendation of the Appeal Committee is to deny promotion, the decision of the Appeal Committee is final and not subject to further appeal. The appellant may apply anew for

promotion, following the process described in [Article 20.03](#).

- (c) When the recommendation of the Appeal Committee is to terminate probation; or in the case of Faculty Members/Professional Librarians to deny tenure; or in the case of an Instructor/Academic Assistant to deny continuing appointment, the recommendation of the Appeal Committee is subject to further appeal, through the process described in [Article 23.03](#).

### **23.03 Termination of Probation and Denial of Tenure/Continuing Appointment: Hearing Committee Appeals**

23.03.1 If an appellant is not satisfied with the recommendation(s) of the STP and Appeal Committees subsequent to an [Article 23.02](#) appeal process, the following process may be invoked by the appellant:

- (a) A Member shall have the right to appeal a recommendation of an Appeal Committee to an [Article 17.04.4](#) Hearing Committee on the grounds that the procedure followed in reaching the recommendation was not fair as defined in [Article 2.26](#) (procedural fairness) including due consideration of the criteria in [Articles 12, 14](#), or [15.06](#).
- (b) Such an appeal shall be heard only if a notice of appeal is submitted in writing to the Vice-President (Academic) giving grounds for the appeal within ten (10) Working Days after the appellant has received notification of the recommendation of the Appeal Committee. Particulars of the grounds for the appeal shall be submitted in writing to the Vice-President (Academic) within fifteen (15) Working Days of the date of the notice of appeal.

#### **23.03.2 Hearing Committee Process**

- (a) The Committee has a duty to conduct its deliberations in a manner that is fair, in accordance with the definition of procedural fairness in [Article 2.26](#) and subject to any specific provisions in this Collective Agreement. The Committee may, within the preceding restrictions,

set its own procedures although it shall provide for all of the following during the course of its operation:

- (i) The Committee shall review all evidence considered by the STP Committee and/or the Appeal Committee, and the grounds for appeal. Any refusal of the Member to cooperate with the Committee shall not be construed to vacate the appeal, nor shall it prevent the Committee from reaching a decision.
  - (ii) The Committee shall conduct its review based on the evidence in [Article 23.02.3\(b\)](#) above.
  - (iii) The appellant shall have a right to appear before the Hearing Committee.
  - (iv) All evidence heard, presented to, or collected by the Hearing Committee shall pertain to the review period considered by the original STP Committee or the Appeal Committee process as outlined in [Article 23.02](#) and subject to [Article 23.01.2](#).
- (b) If the procedures used, including due consideration of the criteria in [Articles 12, 14](#), or [15.06](#) by the STP Committee or the Appeal Committee are found to be unfair, the Hearing Committee shall rectify any unfairness and proceed as if it were an STP Committee, with all the powers and duties of an STP Committee.
- (c) If the Appeal Committee recommendation(s) is/are found to be fair, the Hearing Committee shall affirm the Appeal Committee's recommendation(s).

### 23.03.3 Hearing Committee Decisions

- (a) Within forty (40) Working Days of the third person being named to the Hearing Committee, the Committee shall render its decision in writing to the appellant, with copies to the Dean, Vice-President (Academic), and the Association. If the written rationale is not submitted at this time, it must follow within twenty (20) Working Days

following notification of the decision. The rationale shall consist of a brief review of the salient facts of the case and the principles which form the basis of the Hearing Committee's decision.

- (b) The decision of the Hearing Committee is final and binding on the Board, the appellant, and the Association and not subject to further appeal, unless a violation of Procedural Fairness or principles of natural justice has occurred.

#### 23.03.4 Expenses of a Hearing Committee Appeal

- (a) The following costs shall be assigned by the Committee:
  - (i) reasonable costs of the Committee; and
  - (ii) an honorarium of \$350 per day or part thereof, of which shall be awarded to members of the Committee for each day or part thereof spent on site.
- (b) All other costs incurred pursuant to this Article shall be borne by the Party who contracts them.

### 23.04 Salary

- 23.04.1 A Faculty Member/Professional Librarian/Instructor/Academic Assistant shall have the right to appeal to an [Article 17.04.3](#) Appeal Committee a recommendation of the STP Committee which results in a performance rating of zero (0) or one-half (0.5).
- 23.04.2 The Appeal Committee shall hear only those appeals submitted in writing to the Appeal Committee Chair within ten (10) Working Days after the Member has received notification of the recommendation of the STP Committee.
- 23.04.3 The process for the hearing of an appeal regarding a performance rating or an increment award shall be that for a hearing of an appeal regarding promotion as provided in [Article 23.02](#).
- 23.04.4 The Appeal Committee shall be empowered to deal with the appeal by making any recommendation that the STP Committee is empowered to make in the case under appeal and the Appeal Committee's recommendation shall take precedence over the recommendation of the STP Committee.

23.04.5 The recommendation of the Appeal Committee with respect to an [Article 23.04](#) appeal shall be final and binding on the Board, the appellant and the Association and not subject to further appeal, unless a violation of procedural fairness or principles of natural justice has occurred.

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## **Article 24: Supervision and Discipline**

### **24.01 Principles of Responsible Supervision and Progressive Discipline**

24.01.1 In recognition of the principle of responsible supervision and progressive discipline, the supervising Dean will make every reasonable effort:

- (a) to bring the conduct which could be the subject of concern or of disciplinary proceedings to the attention of a Member in a manner that will assist the Member to correct his/her conduct;
- (b) to specify, in consultation with the Member, an appropriate amount of time for the Member to correct the conduct in question; and
- (c) to undertake disciplinary action under [Article 24](#) only when supervisory actions have been attempted and have failed.

24.01.2 Discipline may be imposed only after an appropriate investigation, for just, reasonable and sufficient cause for violations of responsibilities described within this Collective Agreement, or for non-performance or unsatisfactory performance of duties, and in accordance with the provisions of [Article 24](#).

24.01.3 Discipline under [Article 24](#) shall be:

- (a) limited to the specific complaint(s) about the Member that have been upheld by an appropriate investigation, and other related complaint(s) that may have been identified, investigated and upheld during such an investigation;
- (b) commensurate with the breach of professional duties and/or responsibilities under [Article 11](#) determined by the investigation; and



- (c) subject to Procedural Fairness, defined in [Article 2.26](#).

24.01.4 Normally, Major Discipline will represent the culmination of a process of responsible supervision and progressive discipline, directed to correcting the impugned behaviour of the Member and allowing sufficient time to determine the disciplinary action was effective.

## **24.02 General**

- 24.02.1 Whenever possible, actions pursuant to [Article 24](#) shall be expeditious. Specified time limitations in [Article 24](#) may be altered by mutual consent given in writing and signed by the Parties.
- 24.02.2 In every instance where written notification to the Member is required by [Article 24](#), that notification shall take place by signed letter delivered electronically to the Member's University of Lethbridge e-mail account or in person verified by an affidavit of service.
- 24.02.3 Where [Article 24](#) calls for a meeting between the Member and a Senior Academic Administrator, the Member shall be reminded of his/her right to accompaniment under [Article 11.02.6](#).
- 24.02.4 The Association shall receive copies of all letters that are sent or copied to Members pertaining to Minor and Major Discipline.
- 24.02.5 The Dean/Vice-President (Academic) may suspend or terminate an investigation when the conduct alleged in the complaint becomes the subject of an investigation beyond the authority of the Board and shall provide written reasons for this action to the Member, the complainant Dean (where appropriate), and the Association.
- 24.02.6 Members accused of a criminal offence(s) shall be treated as innocent of that criminal offence(s) until proven guilty. The Parties recognize that a criminal charge or conviction is not in itself grounds for discipline, independent of an adjudication of the facts of the case under [Article 24](#).
- 24.02.7 Where appropriate to the cause of supervisory or disciplinary action, the Member may be given the opportunity to seek treatment/counselling.

24.02.8 Disciplinary measures may be mitigated, altered, reduced or suspended by the Vice-President (Academic) on consideration of factors that influenced the behaviour resulting in the complaint.

24.02.9 The effective date of any discipline shall be as determined by the Vice-President (Academic) for Major Discipline or the Dean for Minor Discipline.

### **24.03 Personal File**

24.03.1 Documents relating to any action taken under [Article 24](#), including any written record of non-disciplinary measures, must be placed and remain in a Member's Personal File, subject to [Articles 24.13.4](#), [24.08.5](#), [24.12.6](#), and the time limits in [Article 9.14](#).

### **24.04 Supervision and Progressive Discipline**

24.04.1 The Dean shall have general supervision over and direction of his/her Faculty/Library and the performance and academic work of its Members subject to this Collective Agreement.

24.04.2 Any violations by Members of the University's Policies, or a Member's responsibilities under [Article 11](#) are subject to appropriate supervisory action and/or disciplinary action, that shall normally be initiated by the Member's Dean.

24.04.3 Supervisory actions are non-disciplinary actions and include such measures as verbal discussions and letters of guidance.

24.04.4 Minor disciplinary actions include such measures as disciplinary letters of warning and letters of reprimand.

24.04.5 Major disciplinary actions include such measures as suspensions with or without pay, and dismissal for cause.

### **24.05 Supervisory/Disciplinary Processes and Assessment of Members**

24.05.1 Supervisory/disciplinary processes must be kept separate and distinct from the processes of academic assessments such as those culminating in Extensions of Probation, Tenure, Continuing Appointment, Promotion, re-appointment and evaluation for salary adjustment. Accordingly, such assessments may be undertaken if supervisory processes or

measures have been initiated under [Article 24.06](#) but no such assessments will be undertaken while [Article 24](#) disciplinary processes are in progress against a Member. All timelines for such academic assessments and decisions shall be suspended for the duration of any investigations and procedures relating to [Article 24](#) disciplinary processes. [Article 24.05.1](#) shall not be used in a manner that might be construed to arbitrarily suspend or delay the academic assessment of Members.

24.05.2 The fact that an action has been imposed under [Article 24](#) cannot, in itself, independent of the facts of the case, be considered in the assessment of a Member with regard to: reappointment; the award of Extension of Probation; Continuing Appointment, Tenure; Promotion or evaluation for salary adjustment.

24.05.3 It may be the case that facts relating to actions that have triggered supervisory/disciplinary action under [Article 24](#) are also relevant to a Member's academic assessment, and these facts may appropriately be put before an STP committee. Where there is an intention to place such facts before an STP committee, the appropriateness of such action will be subject to the provisions of Procedural Fairness and the processes governing the deliberations of that committee under this Collective Agreement.

## **24.06 Supervisory Processes**

### **24.06.1 Verbal Discussion**

- (a) Where an issue is raised with respect to a Member's conduct, the first step will normally be a verbal discussion between the Member and the Member's Dean, who shall keep a record of the content of that discussion. The Dean's record of the discussion shall be entered in the Member's Personal File, and a copy of that record, together with a written statement that it has been placed in the Personal File, shall be sent to the Member.

### **24.06.2 Letter of Guidance**

- (a) Where the impugned conduct of a Member continues after a verbal discussion under [Article 24.06.1](#), the Dean shall meet with the Member to discuss what measures may be necessary to effect satisfactory performance of

responsibilities and duties under [Article 11](#) and [13](#). After this meeting, or after the Member has declined the invitation to attend such a meeting, the Dean will write a Letter of Guidance to the Member specifically identifying the actions the Member should take to correct the conduct. A copy of the letter will be placed in the Member's Personal File and the Member shall be so informed.

- (b) A Letter of Guidance shall state that it is a step in responsible supervision that may lead to progressive discipline. It shall give the Member a reasonable time to correct the conduct described.
- (c) When the Member's performance has not improved to an acceptable extent within a reasonable time after the issuing of a Letter of Guidance, the Dean may initiate formal disciplinary proceedings under the following sections of this Article.

## **24.07 Minor Disciplinary Measures and Process, excluding Sessional Lecturers**

- 24.07.1 Where the Dean is satisfied that there is reasonable cause to believe that a situation exists that may lead to disciplinary action against the Member in the form of a Letter of Warning or a Letter of Reprimand, the Dean may undertake an investigation or may appoint an appropriate person to undertake an investigation on his/her behalf. An investigation conducted under [Article 24](#) does not constitute a disciplinary action. A summary of the findings of any such investigation shall be provided to the Member as soon as possible after its conclusion.
- 24.07.2 Before a Dean initiates an investigation, he/she shall as soon as practicable, send a notice in writing to the Member, identifying the nature of the conduct or event that is to be investigated and informing the Member that disciplinary action in the form of a Letter of Warning or a Letter of Reprimand is being considered.
- 24.07.3 The notice shall request a meeting between the Dean and the Member to discuss the matter and to give the Member the opportunity to respond to the allegations. This meeting will normally be held within ten (10) Working Days of the

Member's receipt of the notice. The Dean may have a representative of his or her choice also attend the meeting.

- 24.07.4 The intent of the meeting or meetings under [Article 24.07.3](#) is to facilitate a full disclosure by both the Dean and the Member so that the matter can be dealt with at the earliest stage possible and so that the matter can, if possible, be resolved on a mutually acceptable basis.
- 24.07.5 After the meeting or meetings with the Member under [Article 24.07](#), and after such further discussions as the Dean considers necessary or in light of any investigation that the Dean has conducted, he/she shall decide whether the minor disciplinary action of a Letter of Warning or a Letter of Reprimand, or greater disciplinary action, is warranted. In the case where the Dean decides that a Major Disciplinary Measure is warranted, the Dean shall invoke the Major Discipline Process beginning with [Article 24.08.1](#).
- 24.07.6 A Letter of Warning or a Letter of Reprimand must be sent to the Member clearly identified as a disciplinary measure, must contain a clear statement of the reasons for issuing the Letter and must state the actions that the Member should take to correct the conduct.

## **24.08 Major Disciplinary Measures and Process, excluding Sessional Lecturers**

- 24.08.1 When a Dean believes that Major Discipline may be warranted, the Dean shall write to the Vice- President (Academic), specifying the complaint(s) against the Member supplying whatever supporting documentation the Dean deems appropriate. The letter must be written within sixty (60) Working Days of the date the alleged conduct became known or ought reasonably to have been known to the Dean. The letter and the documentation shall be copied to the Member and to the Association.
- 24.08.2 Upon receipt of the letter of [Article 24.08.1](#), the Vice- President (Academic) shall immediately and in writing advise the Member against whom the complaint lies of:
- (a) the nature of the complaint;
  - (b) the right of the Member to Association services under [Article 11.02.6](#) (Participation and Accompaniment); and

- (c) the Member's right to meet directly with the Vice-President (Academic) or designate within ten (10) Working Days to discuss the complaint. The Member may, without prejudice, decline to meet with the Vice-President (Academic).

24.08.3 Within fifteen (15) Working Days following receipt of the complaint, the Vice-President (Academic) shall make one of the following decisions:

- (a) authorize an investigation of the complaint;
- (b) dismiss the complaint;
- (c) require the complainant Dean and/or the Member to follow specified alternative measures that fall under [Article 24.13](#).

24.08.4 The Vice-President (Academic) shall communicate his/her decision under [Article 24.08.3](#) in writing to: the Member, the complainant Dean, and the Association.

24.08.5 If the Vice-President (Academic) dismisses the complaint, the matter ends with that decision and all materials relating to the complaint are to be removed from the Member's Personal File.

## **24.09 Investigation Committee**

24.09.1 If the Vice-President (Academic) authorizes an investigation of the complaint, he/she shall within ten (10) Working Days appoint an Investigation Committee consisting of one (1) or three (3) persons to carry out an investigation of the complaint to be completed within a reasonable period of time. If a three- (3-) person committee is appointed, the Vice-President (Academic) shall designate which of the three (3) is to serve as chair.

24.09.2 The following persons are eligible to be members of an Investigation Committee:

- (a) Tenured Faculty Members/Professional Librarians at the University;
- (b) Instructors/Academic Assistants holding a Continuing Appointment at the University;
- (c) Emeritus/Emerita academic staff of the University;
- (d) Tenured Faculty Members or Professional Librarians from another Alberta university; or

(e) where circumstances warrant, an external investigator may be appointed.

The Association must agree in writing to the specific individual or individuals concerned.

24.09.3 No current Senior Academic Administrator at any Alberta University, and no current member of the ULFA Executive, shall be eligible to serve as a member of an Investigation Committee during his/her term of office, or for twenty-four (24) months of the end of such term of office.

24.09.4 Any restriction on membership of the Investigation Committee may be waived by mutual agreement of the Parties.

## **24.10 Investigation Committee Process**

24.10.1 The Investigation Committee shall conduct a thorough and fair investigation into the allegations.

24.10.2 The Investigation Committee may meet with such persons as could provide information relevant to the complaint, and may receive additional materials submitted at the investigator's request.

24.10.3 In any meetings between the Investigation Committee and the Member, the Member shall have the right to be accompanied as per [Article 11.02.6](#) (Participation and Accompaniment). The Investigation Committee shall make no inferences based on the willingness of a party to meet with the committee or submit a written representation. Upon completion of the investigation, the Chair of the Investigation Committee shall submit a written report to the Vice-President (Academic), copied to the complainant Dean and the Member. This report shall discuss the seriousness of the complaint, the extent to which it has been proven, and appropriate recommendations for resolution of the complaint. In the case of a three- (3-) member Committee, the chair shall submit the report after consultation with the other members of the Committee; other members may submit their own separate report to the Vice-President (Academic), with copies to the other members of the Investigation Committee, the Member and the complainant Dean.

## **24.11 Response to the Report(s) of the Investigation Committee**

- 24.11.1 The Vice President (Academic) shall copy all submissions received under [Article 24.10](#) to the Member and the complainant Dean.
- 24.11.2 The Member and the complainant Dean may submit to the Vice-President (Academic) a written response to any report(s) of the Investigation Committee received under [Article 24.10.2](#) within ten (10) Working Days of receipt of that report.
- 24.11.3 The Member and the complainant Dean may submit to the Vice- President (Academic) written rebuttals to any responses received under [Article 24.11.2](#) within ten (10) Working Days of receipt.
- 24.11.4 The response and rebuttal statements of [Article 24.11](#) shall be the last submissions under the complaint, unless the Vice-President (Academic) requests further investigation and/or submissions.
- 24.11.5 If the Vice-President (Academic) requests further investigation and/or submissions, he/she shall provide a rationale to the Member and the complainant Dean.
- 24.11.6 The procedures of [Articles 24.11.1](#) to [24.11.5](#) shall apply to any further investigation and/or submissions requested by the Vice-President (Academic).

## **24.12 Decision of the Vice-President (Academic)**

- 24.12.1 Before making a decision, the Vice-President (Academic) shall offer to meet with the Member.
- 24.12.2 The Vice-President (Academic) shall, in writing, within ten (10) Working Days of the final written submissions under the complaint:
  - (a) dismiss the complaint; or
  - (b) discipline the Member, stating the effective date on which the discipline is imposed. The discipline shall be commensurate to the offense up to dismissal for cause. Such decision shall be final and binding, subject only to [Article 24.14](#).



- 24.12.3 If the Member is dismissed for cause, then cause shall mean professional incompetence and/or gross misconduct and/or serious and persistent neglect/non-performance of duties or breach of responsibilities.
- 24.12.4 Notwithstanding [Article 24.12.2](#), the Vice-President (Academic) and the Association may agree upon an acceptable resolution to the matter.
- 24.12.5 The Vice-President (Academic) shall advise the Member of the decision in writing, copied to the complainant Dean, and the Association. If the decision is dismissal for cause, the Vice-President (Academic) shall also inform the President.
- 24.12.6 If the Vice-President (Academic) dismisses the complaint, the matter ends with that decision and all materials relating to the complaint are to be removed from the Member's Personal File.

### **24.13 Alternative Measures**

- 24.13.1 If the Vice-President (Academic) decides that the written complaint in [Article 24.08.1](#) shows a breakdown in interpersonal relations, the Vice-President (Academic) shall recommend participation in alternative dispute resolution procedures, such as confidential, professional mediation.
- 24.13.2 If such alternative dispute resolution procedure is successful, the parties shall notify the Vice-President (Academic) in writing, and no further action on the complaint shall be taken. If such procedure is not successful, the Vice-President (Academic) shall be so informed, and the matter shall revert to the Major Discipline Process.
- 24.13.3 If the Vice-President (Academic) deems it appropriate, he/she may suspend the Major Discipline Process subject to the Member undergoing counselling; should the Member decline such counselling service, the Process shall resume.
- 24.13.4 Proceedings under Alternative Measures are confidential and cannot be used in any proceedings. As specified in [Article 9.04](#), any record of such proceedings will not enter a Member's Personal File.

## **24.14 Arbitration: Major Discipline (Faculty Members, Professional Librarians and Instructors/Academic Assistants)**

- 24.14.1 Within twenty (20) Working Days of receiving the written decision pursuant to [Article 24.12.5](#), the Association may refer the matter to arbitration. The Association shall inform the Vice-President (Academic) whether it is referring the decision, the disciplinary action or both to arbitration.
- 24.14.2 The matter shall be referred to a single arbitrator, who shall be appointed by the agreement of the President of the University and the President of the Association within five (5) Working Days after the Association has given notice of referral. Failing agreement within those five (5) Working Days, the arbitrator shall be appointed following provisions of the Alberta Labour Relations Code.
- 24.14.3 The arbitration shall otherwise be conducted in accordance with the provisions of [Articles 22.03.6\(f\)](#) and [22.03.6\(g\)](#).

## **24.15 Discipline for Members holding Sessional Lecturer Appointments**

- 24.15.1 A Member holding a Sessional Lecturer Appointment may be disciplined for just, reasonable, and sufficient cause, in accordance with [Articles 24.01](#) through [24.05](#), [Article 24.15](#), and [Article 24.16](#).
- 24.15.2 Disciplinary measures which may be taken by the Board against Members holding Sessional Lecturer Appointments shall be commensurate to the offence up to dismissal for cause.

## **24.16 Disciplinary Process for Members holding Sessional Lecturer Appointments**

- 24.16.1 When a Dean has reasonable cause to believe that cause may exist for the discipline of a Member holding a Sessional Lecturer Appointment, the Dean will meet with that Member to seek a response to the allegations against the Member.
- 24.16.2 Following the meeting in [Article 24.16.1](#), the Dean may impose a disciplinary measure commensurate to the offense, or decline to proceed further with the disciplinary process.

- 24.16.3 When the process under [Article 24.16](#) has been commenced by the Dean, he/she will inform the Member in writing, with respect to the Dean's decision under [Article 24.16.2](#).
- 24.16.4 Within five (5) Working Days of the Dean's letter of [Article 24.16.3](#), the Member may appeal the decision of the Dean to a University Internal Arbitration Committee.
- 24.16.5 The University Internal Arbitration Committee is comprised of three (3) persons: one selected by the Member; one selected by the Dean; and one person jointly selected by the President of the Association and the President of the University.
- 24.16.6 The President of the Association and the President of the University will agree upon the name of the third person of the University Internal Arbitration Committee at the first of their Quarterly Labour/Management Meetings of each Contract Year.
- 24.16.7 The University Internal Arbitration Committee will review the appeal and come to a decision on the matter. The decision of the University Internal Arbitration Committee shall be final and not subject to further appeal.
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## **Article 25: Termination of Appointment for Financial Emergency or Due to Program Redundancy, Not Applicable to Members Holding Term Appointments or Sessional Lecturer Appointments**

**25.01** No probationary, continuing, or tenured Member shall be terminated following a declaration of financial emergency or of program redundancy except in accordance with this Article.

### **25.02 Financial Emergency**

25.02.1 A state of financial emergency is defined as a situation in which the University faces a substantial and potentially chronic financial deficit which

- (a) threatens the continued functioning of the University as a whole; and

(b) cannot be alleviated without reductions from more than one employee group in order to reduce the University's budgetary allocation to salaries and benefits.

25.02.2 The Board may declare that a state of financial emergency exists only after giving thorough and reasonable consideration to a report by the Financial Emergency Commission established under [Article 25.02.6](#).

25.02.3 In the event that the President considers that a financial emergency may exist within the meaning of [Article 25.02.1](#), he/she shall give notice to the Board, General Faculties Council (GFC), and the Association that he/she intends to recommend that the Board declare a financial emergency. As of the date of such notice and until the Board has approved a plan to resolve the financial emergency, if it exists, the Board undertakes to make no additional continuing, probationary or term appointments to the academic, administrative, or non-academic complement, except if required for the maintenance of essential functions and services, as determined by the Board and communicated to the Association.

25.02.4 Within ten (10) Working Days of the President's notice that a financial emergency may exist, the Board shall consult with the Association on the terms of a career transition incentive program which may include but is not limited to a voluntary early retirement program, a voluntary separation program or a voluntary reduced load program. Eligible probationary, continuing, or tenured Members shall indicate in writing, within forty (40) Working Days, their willingness to participate in such career transition incentive program.

25.02.5 Within ten (10) Working Days of the President's notice that a financial emergency may exist, he/she shall forward to the Association a copy of the documentation he/she is providing to the Financial Emergency Commission established under [Article 25.02.6](#).

#### 25.02.6 Financial Emergency Commission

- (a) Within ten (10) Working Days of the President's notice that a financial emergency may exist, the Board and the Association shall create a Financial Emergency Commission.
- (b) The Financial Emergency Commission shall consist of five (5) Members, two (2) of whom shall

be appointed by the Board, and two (2) of whom shall be Members appointed by the Association.

- (c) An independent chair shall be selected by mutual agreement between the Board and the Association.
- (d) In the event that the Board and the Association cannot agree on a chair within five (5) Working Days of the President's notice under [Article 25.02.3](#), the chair shall be named by the Director of Mediation Services for the Province, pursuant to the Code.
- (e) The Financial Emergency Commission shall verify the potential financial emergency and shall examine whether or not the Board has explored in good faith a wide variety of methods of avoiding declaration of a financial emergency, including but not restricted to leaves of absence, early retirements, re-deployment, termination of term contracts, and methods of expenditure reduction and revenue enhancement other than layoffs.
- (f) The Financial Emergency Commission shall establish its own procedures, except that
  - (i) the minutes of each of its meetings shall be published to the University community within three (3) Working Days;
  - (ii) its quorum shall be a majority of its members; and
  - (iii) unless the Commission decides otherwise, hearings of oral evidence, if any, shall be open to the University community.
- (g) The costs of the Financial Emergency Commission, other than as provided in [Article 25.02.6\(h\)](#) shall be paid by the Board except that all costs incurred by or for each Party shall be paid by that Party.
- (h) The Financial Emergency Commission may retain the services of a qualified financial consultant to assist it, but the responsibility for the report remains with the Financial Emergency Commission; the costs incurred up to ten thousand dollars (\$10,000) will be borne by the Board; further costs, to a maximum of an

additional ten thousand dollars (\$10,000) shall be shared by the Board fifty percent (50%) and the Association fifty percent (50%). Expenses beyond this limit may be incurred only following consultation with and approval by the Board and the Association.

- (i) The Board shall cooperate with the Financial Emergency Commission in its deliberations and shall accommodate any reasonable request for documentation.
- (j) Within thirty-five (35) Working Days of the President's notice under [Article 25.02.3](#), the Financial Emergency Commission shall report in writing to the Board, with copies to GFC, the President and the Association. The report shall indicate
  - (i) whether or not the Committee agrees that a financial emergency is imminent;
  - (ii) a recommendation on the amount of reduction in expenditure required; and
  - (iii) a recommendation on the amount, if any, of the reduction to be achieved from probationary, continuing, and tenured Members' salaries and benefits.
- (k) The Financial Emergency Commission may also recommend steps the Board might take to avoid a financial emergency.
- (l) A failure of the Financial Emergency Commission to report within this time limit shall relieve the Board of the constraint under [Article 25.02.2](#). In the event the members of the Financial Emergency Commission fail to reach a consensus report, individual members or groups of members of the Commission may release a minority report or reports on their own behalf, which shall together constitute the Financial Emergency Commission report for the purposes of this Article.
- (m) After the Financial Emergency Commission reports or if it fails to report, the Board and Association shall have a period of seventeen (17) Working Days to meet to consider the recommendations of the report, if any, and may,

notwithstanding any provision to the contrary in this Collective Agreement, negotiate provisions of this Collective Agreement that bear directly on the salaries and benefits of probationary, continuing or tenured Members, or reach other mutually acceptable emergency provisions to reduce expenditures to avert a state of financial emergency. If an agreement is reached, both Parties shall arrange that the necessary ratification votes occur within ten (10) Working Days of the conclusion of negotiations.

- (n) Following the process in [Article 25.02.6\(m\)](#) the Board must decide whether a financial emergency exists. If the Board declares that a financial emergency exists in the University, it may institute layoffs of probationary, continuing, and tenured Members according to the provisions of [Article 25.04](#).
- (o) In the event that the Board decides that a financial emergency does not exist for the reasons originally set out by the Board, as defined in [Article 25.02.1](#), then no notice for the same or substantially similar reasons [Article 25.02.3](#) shall be given for a period of twelve (12) months from the date of the original notice under [Article 25.02.3](#).

## **25.03 Program Redundancy**

25.03.1 Program redundancy, as defined in [Articles 25.03.2](#) and [25.03.3](#), may be declared only by the Board, after receiving recommendations from GFC. Before GFC makes a recommendation, the Board must provide each academic unit affected with a reasonable opportunity to comment to GFC upon the proposed redundancy. Such a declaration may be made by the Board for reasons defined in [Articles 25.03.3](#).

25.03.2 A program is defined as a group of credit courses, normally comprising a major that, on completion, leads to the granting of a degree, diploma or certificate. Program redundancy results in one or more positions, vacant or occupied by a probationary, continuing, or tenured Member, being declared unnecessary.

25.03.3 A program may be declared redundant for one or more of the following reasons:

- (a) changing Board priorities or restructuring of the University's academic programs: as a consequence of a decision by the Board, after receiving recommendations from GFC;
- (b) low student enrolment: when recent history and reasonable projections into the future indicate that the level of enrolment, in proportion to the resources committed to that program, will continue for more than three (3) years significantly below the average of the relevant faculty;
- (c) a material loss of funding given to the Board for the support of the specific program;
- (d) other external factors which specifically affect enrolment in the particular program and over which the Board has no control, such as changes in the requirements for certification in various professions.

25.03.4 After consultation with the appropriate Dean, the Vice-President (Academic) may request that one or more programs be considered for redundancy by writing to the President as Chair of GFC, indicating the program to be considered for termination or reduction and giving detailed reasons for the request; copies of the request and supporting documentation shall be forwarded to GFC, the Board and the Association within ten (10) Working Days of the initial letter of request.

#### 25.03.5 Redundancy Committee

- (a) Following the request in [Article 25.03.4](#), the President shall initiate the formation of a Redundancy Committee.
- (b) The Redundancy Committee shall be composed as follows:
  - (i) a chair appointed by GFC;
  - (ii) two (2) other members and one (1) alternate appointed by the GFC;
  - (iii) one (1) member appointed by the Vice-President (Academic);
  - (iv) the Dean of the Faculty involved; and,



- (v) one (1) member, with voice but not vote, appointed by the Association.
- (c) The alternate member may attend all meetings but may not participate unless required to act as an alternate for a missing regular member.
- (d) In the event that GFC fails to appoint the required members, the President shall appoint them from among the elected members of GFC.
- (e) This committee shall hold its first meeting within ten (10) Working Days of the GFC meeting following the receipt of the request by the President.
- (f) The Redundancy Committee shall establish its own procedures, except that:
  - (i) its hearings shall be open to the University community;
  - (ii) its quorum shall be all of its voting members;
  - (iii) reasonable effort shall be made to schedule meetings to allow attendance by the non-voting member.
- (g) The Redundancy Committee shall assess whether the request to consider a program or programs for redundancy is consistent with the reasons set out in [Article 25.03.3](#). If the Committee considers that a program may be redundant, it may include in its report recommendations for action that may prevent layoffs stemming from the redundancy.
- (h) Within twenty (20) Working Days of its first meeting, the Redundancy Committee shall submit its report in writing to the President as Chair of GFC.
- (i) GFC shall consider the report at its next meeting following the receipt of the report by the President. The President shall forward the report and GFC's recommendations to the Board. A copy of both the report and GFC's recommendations, if any, shall be sent to the Association.
- (j) Following thorough and reasonable consideration of the report and the recommendations made by GFC, the Board may declare the program

redundant. The Board shall notify GFC and the Association of the effective date of program redundancy, which effective date will be either January 1 or July 1.

- (k) A failure of the Redundancy Committee or GFC to submit a report within the timelines specified in [Articles 25.03.5\(h\)](#) and [25.03.5\(i\)](#) shall relieve the Board of any constraints under this Article in declaring the program redundant. In the event the members of the Redundancy Committee fail to reach a consensus report, individual members or groups of members of the Committee may release a minority report or reports on their own behalf, which shall together constitute the Redundancy Committee Report for the purposes of this Article.

#### 25.03.6 Career Transition Incentive Program

- (a) After consultation with the Association, the Board shall offer to each probationary, continuing, or tenured Member in a redundant program a career transition incentive program which may include but is not limited to a voluntary early retirement program or a voluntary separation program. Within forty (40) Working Days of the offer, the Member shall indicate in writing whether he/she accepts.
- (b) Concurrent with any offer under [Articles 13.02.8](#) or [25.03.6\(a\)](#), the Board shall make reasonable efforts to offer to each probationary, continuing, or tenured Member in a redundant program one or more of the following, as deemed appropriate by the Board:
  - (i) reassignment according to [Article 25.03.7](#);
  - (ii) any other alternative which may be implemented with the mutual consent of the Board and the Member.
- (c) The Vice-President (Academic) shall consult with probationary, continuing, and tenured Members in the affected program or programs to develop proposals for the options listed in [Articles 25.03.6\(b\)\(i\)](#), or [25.03.6\(b\)\(ii\)](#) above.
- (d) The Member shall have at least fifteen (15) Working Days to accept any offer under [Articles 25.03.6](#) or [25.03.7](#).

- (e) The Member shall accept at most one of the offers in [Articles 25.03.6\(a\)](#) and [25.03.6\(b\)](#).
- (f) If the Member does not accept the option offered under [Article 25.03.6\(a\)](#), and if no proposal under [Article 25.03.6\(b\)](#) is satisfactory to both the Member and the Board, the Member shall be laid off pursuant to [Article 25.04](#).

### 25.03.7 Reassignment

- (a) From the date of a decision of the Board under [Article 25.03.5\(j\)](#) until the end of the working notice period under [Article 25.04.4](#), probationary, continuing, or tenured Members affected by a program redundancy will be notified of all vacant academic positions, with copies to the Association.
- (b) If the Board declares a program redundancy under [Article 25.03.5\(j\)](#), it shall make reasonable effort to reassign probationary, continuing, or tenured Members affected by the reduction to vacant or newly established Member positions in other programs or to vacant or newly established non-academic positions. Such reassignment shall occur only if, in the judgement of the relevant Search Committee, after its consultation with the Vice-President (Academic), the Member possesses the expertise required to fulfil the responsibilities of the vacant or newly established Member position or vacant or newly established non-academic position or can acquire the expertise within a reasonable time, pursuant to [Article 13.05](#). When a Member accepts a transfer to a non-academic position, the terms and conditions of employment of such position shall apply, and the Member ceases to be a Member of the Association on the date that the transfer becomes effective.
- (c) If a Member is reassigned to another Member position following a declaration of program redundancy under [Article 25.03.5\(j\)](#), his/her rank, type of appointment, seniority and compensation shall not be altered by the reassignment.
- (d) The Board may require the Member who is reassigned to participate in a retraining program at the Board's expense.

- (e) If a Member is offered a reassignment, with or without retraining provision, and declines, the Member shall be laid off according to the provisions of [Article 25.04](#).
- (f) If there are no positions suitable for reassignment of a probationary, continuing, or tenured Member affected by a declaration of program redundancy, the Member shall be laid off according to the provisions of [Article 25.04](#).

## 25.04 Layoff

### 25.04.1 Seniority

- (a) For the purposes of [Article 25](#), seniority shall be established by the most recent date upon which continuous employment with the University commenced; however, seniority may be transferred in for full years served in an academic appointment at the University or an appointment at another degree-granting institution provided that:
  - (i) the appointment meets all of the criteria in [Article 12.01](#) for Faculty Members, [Article 14.11.1](#) for Professional Librarians, or [Article 15.06](#) for Instructors and Academic Assistants; and
  - (ii) the Member possessed full academic credentials for the years of service in question.
- (b) Any transfer of seniority shall be specified in the letter of offer. For Members already on staff when this agreement is ratified, time served in a probationary appointment and as a tenured or continuing Member at the University shall be counted toward seniority. Credit for verified prior service meeting the criteria in [Articles 25.04.2.a.i](#) and [25.04.2.a.ii](#) above shall be granted upon application.

### 25.04.2 Effect of Leaves of Absence

- (a) Continuity of employment shall not be affected by leave taken in accordance with this Collective Agreement nor leave taken under any previous versions of this Collective Agreement or previous

Faculty Handbooks. Seniority shall be accumulated during leaves of absence with pay and leaves of absence in which Members are paid from a Supplemental Unemployment Benefits (SUB) Plan. Seniority shall not be accumulated during any leave of absence without pay.

### 25.04.3 Order of Layoff

- (a) Under both financial emergency and program redundancy as defined in this Article, Members holding probationary, continuing, or tenured appointments shall be laid off in the order of reverse seniority.
- (b) If two (2) or more Members have equal seniority, the order of layoff, if necessary, will be decided by lot.
- (c) Under financial emergency, the Vice-President (Academic) shall be free to designate a number of Members to be excluded from the list of persons subject to layoff; the number in question shall not exceed twelve percent (12%) of the average number of Members (excluding any such inactive Members) employed during the previous Academic Year.
- (d) Under program redundancy, the proportion of Members who can be so designated shall be limited to twelve percent (12%) of the membership of the program designated redundant with a minimum of one (1) person.
- (e) The case for retention of an individual Member shall be made by the appropriate Dean in writing to the Vice-President (Academic) with copies to the Association, and shall be based upon the requirement of academic plans previously approved by GFC, or the quality of programs of instruction or research.

### 25.04.4 Notice Period

- (a) Following a Board decision on the recommendation of the President, probationary, continuing, or tenured Members who are to be laid off under this Article shall be provided with written notice, with copies to the Association. Layoffs

under this Article shall not be recorded as dismissals for cause.

- (b) Each Member with a probationary, continuing, or tenured appointment who is selected for layoff shall receive not less than four (4) months written notice of layoff or salary and benefits in lieu of notice, or a combination of notice plus salary and benefits to the equivalent of four (4) months, plus one (1) month's salary and benefits for each year of service with a minimum of four (4) months and a maximum of twelve (12) months salary and benefits. Benefits in [Article 25.04.4](#) are taken to mean the cash equivalent of the Board's contribution to the Member's benefits at the time of layoff.
- (c) Members who are laid off shall enjoy reasonable access to library and computer network access until alternative academic employment is secured, their recall rights expire, or recall is refused, whichever occurs first. With the consent of the Dean, access to other facilities may be granted. In addition, laid-off probationary, continuing, or tenured Members shall have access to the Tuition Benefit Program during the notice period.
- (d) While a Member is on layoff under the provisions of this Article, the Board will not contribute towards benefits but will permit and facilitate continuance of any coverage if available and if desired by the Member who will pay the applicable premiums.

#### 25.04.5 Recall

- (a) Any Member who, under this Article, is laid off, who voluntarily accepts reduced load appointments, or who accepts reassignment to a position outside the Collective Agreement shall have, for a period of two (2) years from the date of lay off, reduced load appointment, or reassignment, a right of first refusal for any Member position in their former academic unit unless the relevant Search Committee determines that the Member does not have the necessary specialized knowledge. For these purposes the academic unit shall be the academic department, where academic departments exist, and in all

other cases the relevant Faculty or Library. Throughout this recall period the Board shall notify affected Members of any vacant Member positions in their former academic unit, as such positions become available. If more than one such Member applies for a vacant position, the decision of the relevant Search Committee shall be final.

- (b) Any Member who is laid off under the provisions of [Article 25](#) shall have, for a period of one (1) year from the date of layoff, the right of refusal for any other vacant Member position in the University for which the Member is qualified, as judged by the relevant Search Committee established under this Collective Agreement. Throughout this recall period the University shall notify laid off Members of any vacant Member positions at the University as such positions become available. If more than one such Member applies for a vacant position, the decision of the relevant Search Committee shall be final.
- (c) The right of first refusal in [Article 25.04.5\(b\)](#) is subsidiary to the right of first refusal in [Article 25.04.5\(a\)](#).
- (d) Any Member who is laid off under the provisions of [Article 25](#), shall, for a period of one (1) year from the date of layoff, be considered, upon application, as an internal candidate for any other vacant non-academic position in the University for which the Member is qualified, as judged by the relevant Search Committee. If more than one such Member applies for a vacant position, the decision of the relevant Search Committee shall be final.
- (e) Individuals who are recalled under [Articles 25.04.5\(a\)](#) or [25.04.5\(b\)](#) shall have up to one (1) month from the time of offer to accept the recall offer, and a period of at least six (6) months from the time of offer, to take up the position. The time of offer shall be measured from the date of mailing of the offer to the last known address of the Member. It is the Member's responsibility to inform the University of his/her current address.
- (f) A Member who accepts recall under this Article shall, within one (1) year of recall, repay any portion of the combined layoff compensation

specified in this Article and the salary and benefits in the new position which exceeds the salary and benefits the Member would have been paid had he/she continued to occupy his/her former position.

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## **Article 26: Holidays**

- 26.01** The following days are University holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day so proclaimed by the Federal, Provincial, or University authorities.
- 26.02** When any of the aforementioned holidays falls on a Saturday or Sunday, the President shall designate the Working Day immediately preceding or following as the holiday.
- 26.03** A Member shall not receive additional remuneration in the event he/she chooses to work on a holiday.
- 26.04** Regularly scheduled classes shall not be held on a holiday.
- 26.05** Except for [Article 26.02](#), or as required by the Collective Agreement or legislation, Members will ensure adherence to the instructional time per academic course as described in the Academic Schedule of the most recently published edition of the University Calendar.
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## **Article 27: Vacations**

- 27.01** A vacation is a period in which Members need not be accountable to the University for the performance of their duties.
- 27.02** In addition to University holidays defined in [Article 26](#), Members shall be entitled to an annual vacation or payment in lieu of vacation according to the following provisions:
- 27.02.1 Members holding a twelve (12) month appointment: twenty-two (22) Working Days. After ten (10) years of service, entitlement shall increase one (1) Working Day each year to a maximum of thirty-three (33) Working Days.
- 27.02.2 Members holding an appointment for other than twelve (12) months: a proportionate equivalent taken during the period covered by that appointment.



- 27.02.3 Members holding less than 0.5 Full Time Equivalent (FTE) appointments, including Sessional Lecturers: vacation pay in lieu of time off at the rate indicated in the Alberta Employment Standards Code.
- 27.03** Unless authorized in advance by the Dean, entitlement to vacation shall not be cumulative.
- 27.04** Members shall be paid during vacation but there shall be no remuneration in excess of salary in the event a Member chooses to work through all or part of his/her vacation period.
- 27.05** A Member may take his/her annual vacation allotment at any time or times that is/are mutually agreeable to the Member and the Dean. Such agreement shall not be unreasonably withheld. In order to obtain mutual agreement, a Member shall inform the Dean of the Member's proposed period of vacation.
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## **Article 28: Intellectual Property**

### **28.01 General**

- 28.01.1 Intellectual property means any result of intellectual or artistic activity that is created by a Member and that can be owned by a person. Intellectual property includes, but is not limited to inventions, publications, computer software, works of visual art and music, industrial and artistic designs, plant cultivars, integrated circuit topography as well as all other creations that can be protected under patent, copyright, trademark or similar laws.
- 28.01.2 The Board and the Association recognize that the common good of humanity depends upon the scholarly search for knowledge in all fields of study and upon its free exposition.
- 28.01.3 In order that the Member has control over the direction, integrity and use of his or her scholarly work, as a general principle ownership of all types of intellectual property shall rest with the Member who creates it.
- 28.01.4 No Member shall be obliged to engage in or to permit the commercial exploitation of or transfer of intellectual property derived from his or her scholarly work or to provide commercial justification for it.

- 28.01.5 No Member shall enter into or shall be obliged to enter into any agreement requiring the Member to permanently refrain from the publication of the results of the Member's work.
- 28.01.6 The Board and the Association recognize that a central, defining responsibility of the University is the creation and dissemination of new knowledge, and that this knowledge stems from scholarly research into basic aspects of nature and other forms of creative intellectual and artistic investigation. The Board and the Association affirm that because this process of discovery is supported by the citizens of Canada and Alberta, these citizens should share in the benefits flowing from it. In all cases these benefits are ultimately to be enjoyed by means of public exposition of new knowledge or creative works through publications, presentations, exhibitions, performances, or teaching. However, the benefits of research may also be shared through commercialization or other means of transfer of intellectual property, so long as this activity does not conflict with the obligation of the University to generate and disseminate knowledge for the public good.
- 28.01.7 The Board and the Association shall create a five (5) person Committee on Patents and Copyrights composed of two (2) members appointed by the Board, two (2) Members appointed by the Association. As required, a Chair will be chosen by mutual agreement between the members appointed by the Board and the Association prior to considering any case. The Chair shall be a faculty member at a Canadian university. If a mutual agreement concerning the Chair is not achieved within ten (10) Working Days of receipt of a request, the matter shall be referred to the Interpretation Committee.
- 28.01.8 The Committee on Patents and Copyright shall meet within fifteen (15) Working Days of the appointment of a Chair. It shall consider copyright and patent cases referred to it either by Members or by the Board. The Committee may solicit such confidential, expert advice as it requires to inform its decision. The Committee shall render a decision within forty (40) Working Days of receipt of a request.
- 28.01.9 Disagreements concerning ownership or disposition of intellectual property involving any Member may be referred by any of the parties to the disagreement to the Committee on Patents and Copyright.

28.01.10 The Board shall give reasonable assistance to Members to protect ownership of the intellectual property in which the Board has an agreed interest and to prevent any use of this property not authorized by the Members concerned.

28.01.11 The Board and the Association recognize the desirability of retaining use of all intellectual property created at the University for non-commercial educational and research purposes at the University.

28.01.12 Any timelines specified in this Article may be adjusted by mutual written agreement of the Board and the Member. Wherever possible, actions pursuant to this Article shall be expeditious.

## **28.02 Copyright**

28.02.1 Copyright applies to all original literary, dramatic, artistic and musical works as well as sound recordings, performer's performances and communication signals.

28.02.2 Copyright works include but are not limited to books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio recordings, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.

28.02.3 Except as expressly provided for in [Article 28.02.7](#), copyright works produced by a Member belong to that Member, even if it is produced during the course of employment and with the use of the Board's facilities and resources, and the Board hereby transfers and waives all right, title and interest in the same.

28.02.4 No contract or written agreement between the Board and a Member shall contain a clause waiving moral rights.

28.02.5 In the event that an original work is the creation of more than one member, the provisions of this article apply on a pro rata basis to all the creators of the work.

28.02.6 In the event that the Board relinquishes its rights in any work, all intellectual property rights shall revert back to the first owner or, if deceased, the estate of the first owner.

28.02.7 In cases where the Member is explicitly instructed to create work as part of the Member's assigned duties according to [Articles 13, 14](#) and/or [15](#), the copyright in any such work belongs to the Board.

#### 28.02.8 Transfer of Ownership

(a) In the cases referred to in [Article 28.02.3](#), the Board will normally transfer its ownership rights on such a work to the author (or group of authors) provided:

- (i) Any author who seeks to secure the ownership of copyright applies to the President for such a transfer on an Assignment of Copyright Form.
- (ii) The applicant has obtained and provided to the President prior written agreement of all co-authors of the work.

(b) The University will transfer by written agreement its ownership right to the work under the following conditions:

- (i) that the University shall have unhampered use of the material for its internal instructional and research activities.
- (ii) that the author named in the agreement shall return to the University fifty percent (50%) of the royalty the author may receive from use of the copyright.
- (iii) that the author, if so requested by the University, shall display the University's name on the work if it is published, publicly displayed, performed, or exhibited.

### 28.03 Patents

28.03.1 Members are the owners of the intellectual property rights in any invention, improvement, design or development that they create in the course of their employment even if it was produced with the University's facilities and resources.

- 28.03.2 The Board has no interest in intellectual property created by a Member where that creation is unrelated to the expertise that is the basis for the Member's employment by the Board, or in intellectual property created by a Member where the Member can demonstrate that the creation is unrelated to the Member's employment by the Board.
- 28.03.3 The Member may sell, transfer, or publicly disclose information concerning any invention, improvement, design, development, or any other patentable property that he/she has created as he/she chooses, except for constraints provided by [Articles 28.03.5](#), [28.03.6](#), [28.03.7](#), and [28.03.8](#).
- 28.03.4 Except as noted in [Articles 28.03.3](#), [28.03.5](#), [28.03.6](#), [28.03.7](#), and [28.03.8](#) the Board shall make no claim to any invention, improvement, design, development, or any other patentable property made by a Member.
- 28.03.5 A Member shall fully disclose to the Board his/her intellectual property should the Member decide to pursue commercialization or prior to any direct or indirect disclosure to any other party who might have an interest in commercialization. The Member and the Board shall maintain the confidentiality required to protect the patentability of inventions.
- 28.03.6 Any claim that the Board may wish to make on any patentable property made by a Member shall be established in a written assignment agreement with the Member which assigns a portion of the net revenue resulting from the development of the patentable property to the Board prior to the development of the intellectual property. The Member may choose to assign ownership of the patentable property to the Board. This shall in no way infringe upon a Member's freedom to choose his/her own research activities or to decline to participate in specific research activities.
- 28.03.7 Unless otherwise mutually agreed in writing by the Board and the Member, the Member will work in collaboration with the Board in evaluating the commercial potential of a patentable property prior to collaborating with another party interested in commercialization. The Board and the Member shall disclose to each other information obtained during the evaluation period. This evaluation period may be adjusted upon mutual agreement by the Member and the Board, and such an adjustment may not be unreasonably refused by either the Member or the Board.

- (a) If the Board decides not to proceed with a patent application or not to proceed to develop the intellectual property in another way within one-hundred and twenty (120) Working Days of the Member's disclosure, then the Board waives any claim to this patentable property and the Member may freely transfer, sell, or in any other way dispose of his/her patentable property.
- (b) If, as a result of evaluation, the Board decides that the intellectual property should be developed or sold or transferred in any other way, such development or sale or transfer will only occur with the prior written agreement of the Member.
- (c) If an agreement is not obtained according to [Article 28.03.7\(b\)](#), then the Member may freely transfer, sell, or in any other way dispose of his/her patentable property, subject to the following conditions:
  - (i) Expenses incurred during the process of evaluation and/or protecting the intellectual property shall be reimbursed according to [Article 28.03.10](#).
  - (ii) The Member shall notify the Board of his/her intent to transfer, sell, or in any other way dispose of his/her patentable property and the identity of the proposed recipient, at least twenty (20) Working Days in advance of such assignment, sale, transfer or disposal of their rights in the patentable property. Furthermore, the Member is obliged to disclose to the proposed recipient of their patentable property rights, of the Member's obligations to the Board, as set out in this Article.
  - (iii) Unless otherwise mutually agreed in writing, the Member shall pay to the Board, on an annual basis, a twenty-five percent (25%) royalty of the net income to the Member generated from the patentable property in the preceding twelve (12) months. The royalty payments will be payable annually for the duration of

the commercialization of the patentable property. The annual royalty payments will be based on audited annual financial statements that will be provided to the University within sixty (60) Working Days of the commercial entity's fiscal year end. In the event that the Member proposes to assign, or sell, or transfer, or otherwise dispose of his/her patentable property rights to a Third Party, the Member shall inform the Board in writing at least twenty (20) Working Days in advance of the proposed disposition, and shall reach an agreement with the Board regarding the Member's obligations to the Board under this Article prior to the disposition.

- (iv) Where the Member is, or might reasonably appear to be, in conflict of interest or commitment with respect to the recipient of the patentable property rights, the Member shall declare that apparent conflict to the Board and conclude an agreement with the Board for the management of that conflict in a manner that will withstand the test of reasonable and independent scrutiny.

28.03.8 In the event that the Member secures a patent through collaboration with the Board the revenue over expense from commercialization or transfer shall be shared equally between the Board and the Member, unless otherwise agreed by both the Board and the Member.

28.03.9 Where possible, the royalty-free usage of patentable intellectual property will be retained for non-commercial educational and research purposes at the University.

28.03.10 Funds advanced by a party to this agreement to evaluate or to secure legal protection of intellectual property shall have priority for return to the party who advanced the funds from earnings arising from development of the intellectual property.

28.03.11 "Net Income" means all consideration received by the Member or the University from third parties, from the sale or licensing, in accordance with Article 28, of a patentable property or other form of intellectual property less the out-of-

pocket costs paid by those parties for obtaining the patent and granting, performing and enforcing any assignment or licensing of such invention. Any consideration not received in cash shall be valued by agreement between the University and the Member, failing which the value shall be determined by arbitration.

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## **Article 29: Travel Fund and Expenses for Board- Assigned Travel**

### **29.01 Travel Fund**

- 29.01.1 The Board shall establish a Travel Fund to reimburse expenses incurred in travel by Faculty Members/Professional Librarians to meetings of learned societies, professional associations or similar groups. With the agreement of their respective Dean, Instructors/Academic Assistants may also apply to this Fund. Agreement, within the context of the Instructor's/Academic Assistant's Position Description, shall not be unreasonably withheld.
- 29.01.2 The President shall establish procedures to disburse the Travel Fund based on recommendations from the General Faculties Council in consultation with the Association. These procedures shall include a statement of criteria and priorities for allocation.
- 29.01.3 A Faculty Member/Professional Librarian/Instructor/Academic Assistant who attends an event funded under [Article 29.01](#) shall arrange for coverage of his/her classes by a qualified substitute, or reschedule missed class(es) at a time convenient to his/her students, and at no extraordinary expense to the Board or his/her students.

### **29.02 Travel Expenses**

- 29.02.1 Members shall be reimbursed for expenses incurred while traveling on Board-assigned University business in accordance with University policy pertaining to reimbursement of travel expenses. Expenses reimbursed under [Article 29.02](#) are not Travel Fund expenses.
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## **Article 30: Research Fund**

- 30.01** The Board shall establish a research fund to encourage and assist research and creative activities by Faculty Members/Professional Librarians. With the agreement of their respective Dean, Instructors/Academic Assistants may also apply to this fund. Agreement, within the context of the Instructor's/Academic Assistant's Position Description, shall not be unreasonably withheld.
- 30.02** The President shall establish procedures to disburse research funds to applicants based on recommendations from the General Faculties Council. These procedures shall include a statement of criteria and priorities for allocation of such funds.
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## **Article 31: Salary Schedules, Career Progress Increments, Merit Increments and Economic Benefits**

- 31.01** Salary schedules shall be as set forth in [Schedule A](#), and shall include the following:
- 31.01.1 A salary schedule for Instructors/Academic Assistants, specifying minimum and maximum salaries for each class.
  - 31.01.2 A salary schedule for Faculty Members/Professional Librarians, specifying the minimum salary for each rank.
- 31.02 Salary on Initial Appointment**
- 31.02.1 A Faculty Member's/Professional Librarian's initial salary will be based on academic credentials, experience and the Member's pre-appointment proficiency in the range of duties of a Faculty Member/Professional Librarian to which the criteria apply in [Article 12.01](#) for Faculty Member or [Article 14.11.1](#) for Professional Librarians.
  - 31.02.2 The offer of appointment letter shall state the number of years of academic career credited for the related previous experience, towards completion of an Academic Career, as defined in [Article 2.02](#) and [Schedule F](#).
- 31.03** When a salary schedule adjustment is authorized, each Member whose salary, after the addition of any applicable salary

increments, is less than the newly established minimum salary for their rank, shall receive an increase to this minimum salary.

**31.04** Career progress increments for Faculty Members/Professional Librarians shall be added on June 30 of each year as specified in [Article 21.06](#).

31.04.1 The Board shall provide no career progress increments for Members who have exceeded the maximum number of years per rank of an Academic Career as of June 30 as specified in [Article 2.02](#) and applied within [Schedule F](#).

31.04.2 The Board shall provide no career progress increments to Members for the period during which they hold appointments as Senior Academic Administrators.

**31.05** A separate merit pool fund shall be established for each Faculty and for the Library as follows:

31.05.1 For each Faculty Member/Professional Librarian, the per-Member merit pool contribution as specified in [Schedule A](#) shall be part of the fund.

31.05.2 The merit pool shall be distributed among Faculty Members/Professional Librarians in the form of a merit award on June 30 of each year.

31.05.3 The Board shall make no merit pool contributions on behalf of Members, and consequently those Members are not eligible to receive increments from the merit pool, for the period during which they hold appointments as Senior Academic Administrators.

**31.06** A merit fund for Instructors/Academic Assistants shall be established and distributed among Instructors/Academic Assistants in the form of merit increments. The merit fund shall be established as follows:

31.06.1 For each Instructor/Academic Assistant eligible to receive an increment, the per-Member merit fund contribution specified in [Schedule A](#) shall be part of the merit fund.

31.06.2 For each Instructor/Academic Assistant for whom the difference between his/her salary and the maximum salary as specified in [Schedule A](#) is less than the value of the per-Member merit fund contribution, only the difference shall be part of the merit fund.

- 31.06.3 The merit fund shall be distributed among  
Instructors/Academic Assistants in the form of a merit award  
on June 30 of each year.
- 31.06.4 The Board shall make no per-Member merit fund  
contributions on behalf of Members, and consequently those  
Members are not eligible to receive increments from the  
merit fund, for the period during which they hold  
appointments as Senior Academic Administrators.
- 31.07** The value of a merit increment for Instructors/Academic Assistants  
shall be determined by dividing the merit fund defined in  
[Article 31.06](#) by the sum of the merit units awarded to  
Instructors/Academic Assistants pursuant to the procedures  
described in [Article 15.05](#).
- 31.08** The salary of a Member is paid in arrears in monthly instalments.
- 31.09** Economic benefits shall be as set forth in [Schedule B](#), except that:
- 31.09.1 A Member who holds a term appointment shall be eligible  
only for basic dental coverage until he/she shall have  
completed three (3) consecutive years of service at the  
University; and
- 31.09.2 A Member who holds a term appointment shall be eligible to  
apply for Long Term Disability Insurance only for the length  
of that term until he/she has completed three (3) years of  
service at the University; and
- 31.09.3 After a Member who holds a term appointment shall have  
completed three (3) years of service at the University, he/she  
shall be eligible for full dental and Long Term Disability  
Insurance coverage as provided in [Schedule B](#).
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## **Article 32: Gradual Retirement & Reduced Load Status for Members other than Sessional Lecturers**

### **32.01 General**

- 32.01.1 Appointments under [Article 32](#) are generally expected to  
include duties as outlined in Assignment of Duties of  
Members ([Article 13](#)), proportional to what would have been  
expected had the Member remained on a full load basis.

32.01.2 Members shall be reminded of their rights under [Article 11.02.6](#) (Participation and Accompaniment) before entering into an agreement for a Gradual Retirement or Reduced Load Status.

## **32.02 Gradual Retirement**

32.02.1 Members in a continuing or tenured appointment are eligible to apply for Gradual Retirement under the following conditions:

- (a) The Member is at least fifty-five (55) years of age upon retirement; and
- (b) The Member has at least five (5) years of service at the University.

32.02.2 A Member applying for Gradual Retirement may do so by giving written notice to his or her Dean at least twelve (12) months in advance of the January 1 or July 1 date on which they would like to commence Gradual Retirement. The earliest a Member may request a Gradual Retirement is within two (2) years of the eligibility criteria identified in [Article 32.02.1](#).

32.02.3 Gradual Retirement shall take place over a maximum period of three (3) years. Unless waived by the Association no Gradual Retirement Agreement shall be made until twenty (20) Working Days have elapsed following notice in writing given by the President to the Association of the intention to negotiate such an agreement. All Members approved for Gradual Retirement shall sign a formal, binding and irrevocable agreement to resign their positions at the end of the period of Gradual Retirement.

32.02.4 Gradual Retirement arrangements will be as flexible as possible while attempting to meet the needs of the Member and the University. However, the full-load or reduced-load duties and responsibilities of a Member may only be reduced by a maximum of fifty percent (50%) of a full load in any year of a proposed Gradual Retirement.

32.02.5 Specific Gradual Retirement arrangements proposed by a Member, to be known as a Gradual Retirement Plan, must be discussed with the Dean. If the Member and Dean establish a mutually agreed Gradual Retirement Plan, the Dean will recommend acceptance of this Gradual Retirement Plan to the Vice-President (Academic). Upon receipt of the

recommendation of the Dean the Vice-President (Academic) will either approve or deny the proposed Gradual Retirement Plan. The decision of the Vice-President (Academic) shall be final and binding. The Gradual Retirement Plan and the decision of the Vice-President (Academic) shall be copied to the Association.

32.02.6 The duration of the approved Gradual Retirement Plan may be shortened with sufficient, written notice from the Member and subject to approval by the Dean, with copies to the Association. Such approval shall not unreasonably be withheld.

### **32.03 Reduced Load Status**

32.03.1 Reduced Load Status is available to Members who hold a probationary appointment, appointment with tenure or a continuing appointment.

32.03.2 Reduced Load Status shall continue to retirement unless it is terminated in writing earlier by the mutual agreement of the Dean and the Member, with copies to the Association.

32.03.3 Reduced Load Status applies to those with:

- (a) a full-load commitment for less than twelve (12) months but not less than six (6) months of the Academic Year, and to include at least one (1) of the four (4) month periods September 1 - December 31 or January 1 - April 30; or
- (b) a commitment less than full-load, but not less than fifty percent (50%) of the full-load equivalent on a twelve (12) month per year basis.

32.03.4 For each Reduced Load Status appointment, the proportion of the full-load equivalent and the period(s) of the year the Member's services are to be rendered, shall be set out in writing, referencing [Article 32](#), and agreed to by the Member and the Dean concerned, and approved by the Vice-President (Academic), with copies to the Association. Reduced Load Status will be granted only if satisfactory arrangements for teaching, student supervision and other responsibilities can be made.

32.03.5 Subject to the above conditions and by mutual agreement of the Member and the Dean, changes to the proportion of the full-load equivalent and the period(s) of the year the Member's services are to be rendered may be set out in

writing and approved by the Vice-President (Academic), with copies to the Association.

#### **32.04 Salary for Gradual Retirement & Reduced Load Status**

- 32.04.1 The actual salary paid to a Member on Gradual Retirement shall be proportional, as determined by the duties and responsibilities agreed to in the approved Gradual Retirement Plan, to the nominal salary. The nominal salary shall be that which would be paid to the Member were he/she employed on a full-load basis.
- 32.04.2 The actual salary paid to a Member on Reduced Load Status shall be proportional, as determined by the duties and responsibilities specified in the Reduced Load Status agreement, to the nominal salary. The nominal salary shall be that which would be paid to the Member were he/she employed on a full-load basis.
- 32.04.3 For Members on Gradual Retirement or Reduced Load Status, the Dean will advise the Member in writing annually on the breakdown of their July 1 nominal salary according to prior June 30 nominal salary, cost of living adjustment (if any), career progress increment (if any), and merit increment (if any), along with the resultant Gradual Retirement or Reduced Load Status actual salary.

#### **32.05 Increments for Members on Gradual Retirement or on Reduced Load Status**

- 32.05.1 Increments are to be awarded in accordance with [Article 15.05](#) for Instructors/Academic Assistants and [Article 21](#) for Faculty Members/Professional Librarians.
- 32.05.2 For a Member on Gradual Retirement, the actual value of the increment shall be proportional, as determined by the duties and responsibilities agreed to in the approved Gradual Retirement Plan, to the size of the salary increment as determined in the Articles referenced in [Article 32.05.1](#).
- 32.05.3 For a Member on Reduced Load Status, the actual value of the increment shall be proportional, as determined by the duties and responsibilities specified in the Reduced Load Status agreement, to the size of the salary increment as determined in the Articles referenced in [Article 32.05.1](#).

## **32.06 Economic Benefits for Members on Gradual Retirement or on Reduced-Load Status**

### **32.06.1 Pension**

- (a) The terms and conditions for pension coverage shall be subject to the regulations of the Universities Academic Pension Plan.
- (b) If the reduction from full-load is less than or equal to twenty percent (20%), the Member and the Board continue to remit their respective pension contributions based on the full-load salary.
- (c) If the reduction from full-load is more than twenty percent (20%), the Member may opt to purchase the full-load pension contribution entitlement by paying both the Board's and the Member's pension contribution shares on the reduced portion. The Board and Member continue to pay their respective pension contribution shares for the portion as determined by the duties and responsibilities agreed to in the approved Gradual Retirement Plan or Reduced Load Status agreement.

### **32.06.2 Benefits shall be as in Schedule B.**

- (a) As noted in [Schedule B](#), the Professional Supplement and Spouse and Dependent's Tuition Benefit shall be proportional to that determined by the duties and responsibilities agreed to in the approved Gradual Retirement Plan or Reduced Load Status agreement.
- (b) The actual salary as established in [Article 32.04](#) shall govern the level of long-term disability insurance coverage.

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## **Article 33: Leaves of Absence, excluding Sessional Lecturers**

### **33.01 General**

- 33.01.1 Time spent on leave, except leaves without pay and benefits, counts as continuous service for the purposes of

Seniority in [Article 25](#) (Termination of Appointment for Financial Emergency or Due to Program Redundancy). Time spent on leaves without pay and benefits interrupts but does not reset the accumulation of continuous service for this purpose.

33.01.2 Time spent on unpaid leave, or at less than full-load equivalent as a result of a leave under this Article, does not count as service for the purposes of calculating Academic Career Years, or time towards a Maximum Probationary Period, Probation or Tenure.

## **33.02 Medical Leave**

33.02.1 Under [Article 33.02](#), Members may be absent from duties because of a medical condition for up to seventy-five (75) Working Days in any consecutive three hundred and sixty-five (365) day period and subject to [Article 16.02.2](#) without reduction in salary or benefits, and the following conditions shall apply to such Medical Leave.

- a) The Member notifies the Dean, Department Chair or immediate Supervisor as soon as possible, and before the medical condition affects the execution of the Member's duties where practicable. In the event the period of Medical Leave exceeds ten (10) Working Days, the Member's Department/Area Chair or immediate Supervisor shall advise the Dean and the Wellness Department.
- b) If the Wellness Department has reasonable doubts about the purported medical condition, the Member may be required to provide a Medical Certificate to support the claim of a medical condition; but in any case, a Medical Certificate shall be provided by the Member when a Medical Leave exceeds ten (10) Working Days.
- c) If, following review of the Medical Certificate, there is reasonable doubt about the medical capacity of the Member to perform their regular assignment, after consultation with the Dean and the Association, the Member may be required to be examined by an appropriately-qualified health professional, at cost to the Board. Upon examination by such qualified health professional,



a Medical Certificate shall be provided by such professional to the Board.

- d) The Member must provide the Wellness Department a Medical Certificate as evidence that the Member is able to resume his/her duties prior to the Member returning to duties, following a period of Medical Leave exceeding ten (10) Working Days or Long Term Disability leave. The return to work process will be coordinated by the Wellness Department in consultation with the Member, the Dean, the Association and other appropriate parties.
- e) A Member who resumes his/her duties following a Medical Leave and who within twenty (20) Working Days is absent on account of the same or related medical condition shall have the two absences counted as one absence for the purpose of eligibility for Medical Leave and for Long Term Disability benefits.
- f) After fifty (50) Working Days of Medical Leave for the same or related medical condition have elapsed, the Wellness Department shall advise the Pension & Benefit Department of the possibility of a claim for Long Term Disability benefits and the Wellness Department shall inform the Member of the procedures for filing a Long Term Disability Insurance claim. In the case of a Member applying for Long Term Disability benefits, the Wellness Department shall facilitate the Member's application and provide appropriate updates to the Member and the Association and support during the process of applying for Long Term Disability benefits.

33.02.2 The provisions of the Long Term Disability Insurance Plan shall not be altered except by the mutual consent of the parties.

33.02.3 A Member who does not have Long Term Disability Insurance coverage and is able to resume some duties after Medical Leave, may apply for Reduced Load Status under [Article 32](#), which may not be unreasonably denied. The Member's return to work shall be coordinated by the Wellness Department and the Dean, in consultation with the Member and the Association.

### **33.03 Maternity and Parental Leave: General Provisions**

- 33.03.1 Maternity and Parental Leaves draw on definitions and regulations laid out by Canada's Employment Insurance (EI) program, including its regulation of any Supplemental Unemployment Benefits (SUB) Plan. Adoption Leave is covered under Parental Leave only.
- 33.03.2 A pregnant Member shall have the right to be relocated or reassigned when medical restriction or the performance of her assigned duties presents a risk to the health of herself or her unborn child(ren), as supported by a Medical Certificate.
- 33.03.3 A Member with pregnancy related illness may access the Medical Leave provision under [Article 33.02](#) where eligible. All provisions of [Article 33.02](#) will apply.
- 33.03.4 To qualify for Maternity and/or Parental Leave under [Article 33.03](#), the Member must meet the following criteria:
- (a) to apply for 14. Maternity Leave the Member must be pregnant;
  - (b) the Member must provide documentation of their EI benefits eligibility;
  - (c) the Member holds a probationary appointment, a tenured appointment/continuing appointment, or is in the second or subsequent year of a multi-year term appointment, or is in the second or subsequent year of consecutive term appointments;
  - (d) if the University maintains an approved SUB Plan, the Member must comply with the regulations established by that Plan;
  - (e) the Member applies to the Dean as soon as possible in advance of the date of the proposed leave so that the Dean may make adequate arrangements for the performance of the Member's assigned duties;
  - (f) the Member submits to the Wellness Department either a Medical Certificate which specifies the expected date of delivery, or documentation regarding the anticipated date of placement for an adopted child(ren);

- (g) the proposed period of leave includes the expected date of delivery or of placement, unless otherwise mutually agreed between the Dean and the Member.
- 33.03.5 When the conditions in [Article 33.03.4](#) have been met, the Dean shall act without delay.
- 33.03.6 An alteration to the date of the commencement or termination of a Maternity and/or Parental Leave can only be made with the mutual agreement of the Dean and the Member. Such agreement shall not unreasonably be withheld.
- 33.03.7 Where the non-birth parent Member becomes the parent of a child by birth or adoption, and that Member is not taking any Parental Leave in the year following the birth of the child or the placement of the child for adoption, the Member is entitled to ten (10) Working Days leave with pay at the time the child is born or placed.
- 33.03.8 A Maternity or Parental Leave shall be the same for a single or multiple child birth or placement.
- 33.03.9 All Parental leaves shall be taken within the time specified by the Employment Insurance Program. Any SUB Plan paid leave must be taken before any other Parental Leave. If a Member is taking both Maternity and Parental Leave, the Maternity Leave must precede the Parental Leave.
- 33.03.10 During a Maternity and/or Parental Leave:
  - (a) The Member shall maintain rank and status (probationary, tenured, continuing or term), except where the Member's appointment ends because a term contract expires at or before the end of the period of leave.
  - (b) A Faculty Member/Professional Librarian holding a probationary appointment under [Article 18.01.2](#) shall specify prior to the start of the leave, at the Member's option, whether the period of leave granted under [Article 33.03](#) shall be taken into account in the calculation of the relevant period of service for the extension of probation or the awarding of tenure. Should the Member choose that the period not be taken into account, the period of probation shall be deemed to have been extended by one (1) year;

- (c) A Faculty Member/Professional Librarian shall be evaluated on performance based on the period in which the Member was not on Maternity/Parental Leave for the purposes of [Articles 12.05, 21,](#) and [14.09](#) unless the Member chooses to have the period of leave taken into account.
- (d) An Instructor/Academic Assistant holding a probationary appointment under [Article 15.03.2](#) shall specify prior to the start of the leave, at the Member's option, whether the period of leave granted under [Article 33.03](#) shall be taken into account in the calculation of the relevant period of service for the awarding of a continuing appointment, as specified in [Article 15.03.2](#). Should the Member choose that the period not be taken into account, the period of probation shall be deemed to have been extended by one (1) year; and
- (e) An Instructor/Academic Assistant shall be evaluated on performance based on the period in which the Member was not on Maternity/Parental Leave for the purposes of [Article 15.06](#) unless the Member chooses to have the period of leave taken into account.

#### **33.04 Maternity Leave: Specific Provisions**

- 33.04.1 If the Member is qualified for Maternity Leave under [Article 33.03](#) then she shall be entitled to a paid leave (subject to [Article 33.04.2](#)) of up to sixteen (16) weeks. If the Member wishes to return to duties earlier than six (6) weeks from giving birth, she must provide medical documentation stating she is medically fit to return to her duties. A Member may also be qualified for Parental Leave; refer to [Article 33.05](#).
- 33.04.2 During an [Article 33.03](#) Maternity Leave the Member shall receive from the Board an amount equal to the difference between the Member's EI benefits and one hundred percent (100%) of the Member's salary for a period not to exceed sixteen (16) weeks or up to the end date of the Member's term appointment, whichever occurs first.

## **33.05 Parental Leave: Specific Provisions**

### **33.05.1 Parental leave where only the birth mother is a qualified Member**

- (a) Following Maternity Leave, the qualified Member shall be entitled to a Parental Leave consisting of a period up to four (4) weeks SUB Plan Parental Leave and fifty-seven (57) weeks parental leave that is not covered by the SUB Plan, but may be partially paid by EI.
- (b) During the period of SUB Plan paid Parental Leave the Member shall receive from the Board an amount equal to the difference between the Member's actual EI benefits and one hundred percent (100%) of the Member's salary for a period not to exceed four (4) weeks or up to the end date of the Member's term appointment, whichever occurs first.

### **33.05.2 Parental leave where only one (1) parent, who is not the birth mother, is a qualified Member**

- (a) The qualified Member shall be entitled to a Parental Leave consisting of a period up to twenty (20) weeks SUB Plan paid Parental Leave and forty-two (42) weeks Parental Leave that is not covered by the SUB Plan, but may be partially paid by EI.
- (b) During the period of SUB Plan paid Parental Leave the Member shall receive from the Board (based on EI parental benefits eligibility) an amount equal to the difference between the Member's EI benefits (to be calculated as if the Member takes a standard Parental Leave) and one hundred percent (100%) of the Member's salary for a period not to exceed twenty (20) weeks or up to the end date of the Member's term appointment, whichever occurs first.

### **33.05.3 Parental Leave where both parents are qualified Members**

- (a) Where both parents are qualified Members the shared Parental Leave may be taken consecutively or concurrently except in cases

where operational requirements preclude a concurrent leave. Requests for concurrent leave shall not be denied unreasonably.

- (b) Leave is available to either of the Member parents, or may be shared between the parents to a combined maximum of sixty-nine (69) weeks, of which one parent cannot receive more than sixty-two (62) weeks. The total combined SUB Plan paid Maternity and Parental Leave may not exceed twenty (20) weeks; and the total combined Maternity and Parental Leave may not exceed fifty-six (56) weeks (Standard Parental Benefits) or eighty-five (85) weeks (Extended Parental Benefits).
- (c) During the period of SUB Plan paid Parental Leave the Member(s) shall receive from the Board an amount equal to the difference between the Member's EI benefits and one hundred percent (100%) of the Member's salary. In [Article 33.05.3\(c\)](#), "the Member's EI benefits" shall mean the actual benefits if the Member has taken a Maternity Leave with respect to this child, and shall be calculated as if the Member takes a Standard Parental Leave if the Member has not taken a Maternity Leave with respect to this child. SUB Plan paid Parental Leave shall not extend beyond the end date of the Member's term appointment. See [Schedule H](#) for examples.

### **33.06 Members who do not qualify for Maternity or Parental Leave under [Article 33.03](#)**

- 33.06.1 Where the non-birth parent Member becomes the parent of a child by birth or adoption, and that Member does not qualify for Parental Leave in the year following the birth of the child or the placement of the child for adoption, the Member is entitled to ten (10) Working Days leave with pay at the time the child is born or placed.
- 33.06.2 Where a Member who is pregnant has held a probationary appointment, a tenured appointment/continuing appointment, or is in the first year of a term appointment for at least fifteen (15) consecutive weeks, and does not qualify for Maternity or Parental Leave, the Member may be approved for a paid leave, which includes the date of delivery, for a minimum of

six (6) weeks and a maximum of twenty (20) weeks. If approved, the Member shall receive from the Board fifty percent (50%) or one hundred percent (100%) of the Member's normal weekly salary less EI benefits, whichever is less, for a period not to exceed twenty (20) weeks. During this period the Board and the Member shall each contribute to all benefit programs as specified in [Schedule B](#). If the Member wishes to return to duties earlier than six (6) weeks from giving birth, she must provide a Medical Certificate stating she is medically fit to return to her duties.

- 33.06.3 Where a Member who is pregnant does not qualify for Maternity or Parental Leave, the Member may be approved for a leave without pay and without benefits, which includes the date of delivery, for a minimum of six (6) weeks and a maximum of twenty (20) weeks or up to the end date of the Member's term appointment, whichever occurs first. If the Member wishes to return to duties earlier than six (6) weeks from giving birth, she must provide a Medical Certificate stating she is medically fit to return to her duties.

### **33.07 Economic Benefits, as specified in [Schedule B](#), during Maternity/Parental Leave**

- 33.07.1 During the period of SUB Plan paid Maternity and/or Parental Leave the Board and the Member shall each contribute to all benefit programs as specified in [Schedule B](#).
- 33.07.2 During any period of Parental Leave after the Member's SUB Plan benefits have been exhausted, a Member shall receive no pay from the University, but the Board and the Member shall contribute their regular shares to maintain the Member's Economic Benefits as set out in [Schedule B](#).
- 33.07.3 At the outset of the leave, a Member may decline the coverage of some or all of the Economic Benefits as set out in [Schedule B](#) during the period of Parental Leave after the Member's SUB Plan benefits have been exhausted, in which case neither the Member nor the Board shall contribute to the declined benefits.
- 33.07.4 If the Member opts out of contributions to the pension benefit during the period of Parental Leave, and upon return wishes to purchase back the pension service for that leave, the Member will be liable to pay the cost of both the Board and the Member shares.

33.07.5 The Board contracts with third parties to supply Economic Benefits specified in [Schedule B](#), and the Member's options with respect to which benefits may be declined are limited by these contracts; the Board will make available to Members a list of options, which may be amended from time to time as contracts change.

### **33.08 Personal, Compassionate Care, and Domestic Violence Leaves**

33.08.1 It is recognized that certain circumstances may arise in a Member's personal family life which may require taking an immediate, limited period of Personal Leave from the University.

33.08.2 The Member's Dean shall be informed immediately. No more than five (5) Working Days of paid Personal Leave may be taken by a Member under such circumstances, unless otherwise provided for in [Article 33](#).

#### **33.08.3 Compassionate Care Leave**

- (a) A Member is eligible for an unpaid Compassionate Care Leave of up to twenty-seven (27) weeks if he/she:
  - (i) has been employed by the University for at least ninety (90) consecutive days;
  - (ii) gives care or provides support to a gravely ill family member at risk of dying within twenty-six (26) weeks, as established by a Medical Certificate; and
  - (iii) gives the Wellness Department written notice at least two (2) weeks before the start date of his/her Leave where practicable, such notice to include an estimated date of his/her return to work.
- (b) "Family member" is defined in *Division 7.2*, or any such successor section, of the *Alberta Employment Standards Code*.
- (c) Members on Compassionate Care Leave are considered to be continuously employed for the purposes of calculating years of service.
- (d) If more than one Member is eligible for Compassionate Care Leave with respect to the same Family Member, both Members may apply



to their respective Dean for concurrent  
Compassionate Care Leave.

#### 33.08.4 Domestic Violence Leave

- (a) A Member is eligible for a paid Domestic Violence Leave of up to five (5) Working Days, followed by an unpaid Domestic Violence Leave of up to five (5) Working Days, if:
  - (i) he/she has been employed by the University for at least ninety (90) consecutive days;
  - (ii) an act of domestic violence occurs to the Member, the Member's dependent child or a protected adult living with the Member; and
  - (iii) the Member gives reasonable notice to the manager of the Wellness Department before taking the Leave.
- (b) To be an act of Domestic Violence, the act must be defined as such in, and have been caused by a person identified in, *Division 7.6*, or any successor section, of the Alberta *Employment Standards Code*.

33.08.5 A Member on leave under [Article 33.08](#) is responsible, together with the Dean and the relevant Department Chair where departments exist, for taking reasonable measures to minimize the effects of the Member's leave.

### 33.09 Political Leave

33.09.1 A Member who becomes elected to hold provincial or federal political office shall be given leave of absence without pay for the period of each year in which he/she holds political office or is otherwise occupied with duties as an elected representative; or the Member may exercise the option of continuous leave without pay for the term of political office.

33.09.2 Arrangements for leave appropriate to the circumstances shall be made for Members elected to municipal or other local government office.

33.09.3 A Member who is appointed a Minister of the Crown shall be given leave of absence without pay during his/her tenure of office.

### **33.10 Leave Without Pay**

33.10.1 If requested by a Member, the Board may grant leaves of absence without pay in circumstances not covered by [Article 33](#).

### **33.11 Secondment Leave and Exchange Leave**

33.11.1 A leave of absence without pay to provide professional assistance on a full-time basis to an outside agency or pursuant to an arrangement for faculty exchange may be granted to a Member when the following conditions are met:

- (a) the Member's primary duties can be covered by a replacement deemed to be satisfactory by the University;
- (b) the Board's obligations in [Article 33.11](#) do not extend beyond one (1) year's leave in five (5) years of paid full-time service at the University. Nothing in [Article 33.11](#) shall preclude further leaves of absence being taken by mutual agreement between the Member and the Board; and
- (c) upon the granting of leave, the Board shall specify the extent of the Member's responsibilities, if any, to the University during the period of leave.

### **33.12 Other Leave**

33.12.1 It is recognized that circumstances not otherwise specified in [Article 33](#) may arise requiring a Member to take a period of absence from the University.

33.12.2 Upon application by the Member, the Dean may grant or defer a leave for reasons not otherwise specified which reasonably warrant it. The rate of pay and the applicability of the other Articles of this Collective Agreement shall be specified by the Board and accepted by the Member prior to the granting of leave under [Article 33.12](#).

### **33.13 Status of a Member on Leave**

33.13.1 For a Member on Compassionate Care Leave ([Article 33.08.3](#)), political leave ([Article 33.09](#)), leave without pay ([Article 33.10](#)), or in the case of Instructors' or Academic Assistants' leave without pay for professional development ([Article 15.07](#)), during the period of leave:

- (a) none of the Articles of the Collective Agreement shall apply, except that the Member shall retain his/her rank and tenure; or in the case of Instructors/Academic Assistants, appointment status; and
  - (b) the Member shall be responsible for all Board and Member payments, premiums, fees, and contributions required during the period of leave for the maintenance of all of the economic benefits for which he/she is eligible, except that the University shall provide the necessary administrative services. The Member may opt to have no University insured benefit coverage during the period of leave.
- 33.13.2 The applicability of the Articles of this Collective Agreement to a Member on secondment leave or on exchange leave shall be specified by the Board and accepted by the Member prior to the award of leave.
- 33.13.3 Other leaves provide a temporary release from employment duties, but all other Collective Agreement provisions apply during such leaves.
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## **Article 34: Sessional Lecturers**

### **34.01 Appointments**

- 34.01.1 Whenever reasonably practicable the Board shall use continuing Instructor/Academic Assistant and tenure-track Faculty Member/Professional Librarian appointments to meet the continuing academic staffing needs of the University.
- 34.01.2 When one or more of the following conditions exist, the Dean may recommend the appointment of a Sessional Lecturer:
- (a) to replace a Member who is on leave or on another assignment of duties;
  - (b) when the search for an individual with the required qualifications for an advertised continuing position is unsuccessful;
  - (c) when the appointment is for a pilot project of limited duration;

- (d) when unanticipated enrolment increases makes such an appointment necessary in the short term;
  - (e) to integrate members of a professional or other community into the University's teaching program; or
  - (f) when a person with the required qualifications fills a limited ongoing pedagogical need of a Department/Area or Faculty/Library curriculum.
- 34.01.3 Within twenty (20) Working Days of the commencement of each Academic Year, a call for applications to fill prospective Sessional Lecturer employment opportunities shall be posted on the Human Resources Careers web page. This call shall include disciplinary areas and levels of instruction for which Sessional Lecturers are most likely to be required.
- 34.01.4 The appointment of a Sessional Lecturer will take into account relevant experience, academic qualifications and, where appropriate, prior teaching effectiveness as determined through previous performance evaluations (under [Article 34.02](#), or at another university).
- 34.01.5 Sessional Lecturers may teach no more than three (3), three (3)-credit hour courses in an Academic Year. If a Sessional Lecturer is appointed to teach more than one (1) course in a semester or session, he/she shall be appointed at the rank of Sessional Lecturer II for each course that he/she is teaching in that semester or session.
- 34.01.6 When an appointment is made under [Article 34.01.2\(f\)](#), a Sessional Lecturer contract may be offered covering a number of consecutive Fall and Spring semesters, or Summer Sessions, in recognition of the ongoing contribution of such a Sessional Lecturer to the University and in light of the ongoing pedagogical need of a Department/Area, or Faculty/Library curriculum.
- 34.01.7 The appointment of Sessional Lecturers must be recommended by a Dean, and approved by the Vice-President (Academic) on behalf of the Board.
- 34.01.8 Appointment Letter
- (a) The duties of a Sessional Lecturer will be clearly identified by the Dean in a letter of appointment. The letter will:

- (i) make reference to this Collective Agreement with its URL;
- (ii) identify the starting and termination dates of the contract;
- (iii) identify the rank and salary of the appointment;
- (iv) identify the course(s) to be taught and any special requirements;
- (v) specify a start date consistent with the Member acquiring Library privileges, computer network access, a University e-mail account and any other relevant services, in advance of the commencement of the semester or session;
- (vi) provide information on compensation should the course be cancelled (see [Schedule A.03.2](#));
- (vii) contain any other relevant information.

#### 34.01.9 Re-appointment

- (a) At the conclusion of a Sessional Lecturer appointment, the Sessional Lecturer may request in writing of the Dean who recommended the appointment that the Sessional Lecturer be considered for future Sessional Lecturer appointments to the same or similar semester courses, should there be a need for such an appointment. To ensure priority, such letters shall be accompanied by evidence of teaching effectiveness to be evaluated under [Article 34.02](#).
- (b) Letters received under [Article 34.01.9\(a\)](#) shall be maintained on record by the Dean for a period of three (3) years from the expiry of the Sessional Lecturer appointment.
- (c) Sessional Lecturers who have taught within the previous three (3) years shall be considered first for future Sessional Lecturer appointments to teach the same or similar courses, if he/she has not received a performance evaluation that is less than satisfactory in previous Sessional Lecturer appointments within that period. Priority shall be given to such Sessional Lecturer who has taught

the most courses that are the same or similar within those three (3) years. If that individual refuses the offer, the offer shall pass to the next person in the priority order. In the event of a tie, the choice of appointee within those individuals involved in the tie, rests with the Dean. If no one is available, the choice of appointee rests with the Dean.

#### 34.01.10 Ranks - Effective September 1, 2019

- (a) A Sessional Lecturer shall normally be appointed at the rank of Sessional Lecturer I unless any of the conditions of [Article 34.01.10\(b\)](#) applies.
- (b) A Sessional Lecturer shall be appointed at the rank of Sessional Lecturer II if he/she has not received a performance evaluation that is less than satisfactory within the past three (3) years, and any one of the following applies:
  - (i) the individual has taught at least five (5) courses at the University within the past three (3) years;
  - (ii) the individual was previously appointed at the rank of Sessional Lecturer II;
  - (iii) the individual has held an appointment as a Faculty Member, Professional Librarian, Instructor or Academic Assistant; or
  - (iv) the individual teaches more than one course in a semester, as in [Article 34.01.5](#).

### 34.02 Performance Evaluation (for Teaching Effectiveness)

- 34.02.1 It is a Member's responsibility to provide evidence of teaching effectiveness when seeking Re-appointment under [Article 34.01.9](#).
- 34.02.2 Effectiveness in teaching may be assessed by a variety of means including but not limited to: self-reflection; appraisals by fellow Members or pedagogical experts; examples of lectures, class materials, exams and assignments; presentations, articles and practice guides; prizes or awards; evidence of pedagogical leadership, impact, mentorship of others; receiving mentorship or training. When student appraisals are used:

- (a) an appropriate, user-friendly, intelligible and easily accessible mode of presentation of these data shall be used; and
  - (b) assessors and evaluators shall be educated in inherent and systemic biases in certain kinds of student appraisals of teaching effectiveness, and shall take these biases into account when using such appraisals.
- 34.02.3 Evidence of teaching effectiveness shall be submitted to the Dean within twenty (20) Working Days of the conclusion of the Sessional Lecturer appointment, should the Sessional Lecturer wish to be considered for future Re-appointment under [Article 34.01.9](#).
- 34.02.4 The Dean shall assign an evaluator to provide the Sessional Lecturer with a written assessment of the Sessional Lecturer's teaching effectiveness, based on the evidence provided in [Article 34.02.3](#). The Sessional Lecturer will also be provided with the compiled summary of any student appraisals in courses taught by the Sessional Lecturer.
- 34.02.5 A Sessional Lecturer who receives an evaluation that is less than satisfactory may request a re-evaluation by the Dean within five (5) Working Days of receipt of the evaluation. This request shall be in writing, and shall state the reason(s) for requesting the re-evaluation. The Dean's re-evaluation of performance is final.
- 34.02.6 Personal and/or social compatibility shall not be criteria for evaluation under this Article.

### **34.03 Compensation and Benefits**

- 34.03.1 Minimum stipends at the ranks of Sessional Lecturer I and Sessional Lecturer II, exclusive of holiday pay and other statutory benefits, shall be established through negotiations between the Board and the Association, and shall be included in this Collective Agreement as in "[Schedule A: Salary Schedules and Stipends](#)". The stipends shall be paid in arrears in monthly instalments.
- 34.03.2 Economic Benefits shall be as set forth in [Schedule B](#).

## **34.04 Medical Leave**

- 34.04.1 "Medical Leave" and "Medical Certificate" are defined in [Article 2](#).
- 34.04.2 A Sessional Lecturer may be absent for a Medical Leave for up to five (5) Working Days without a reduction in salary or benefits.
- 34.04.3 The Sessional Lecturer notifies the Department/Area Chair or immediate Supervisor of his/her absence as soon as possible with an estimate of its duration, and before the medical condition affects the execution of the Sessional Lecturer's duties where practicable. The Sessional Lecturer may provide a Medical Certificate to his/her Dean.
- 34.04.4 When a Sessional Lecturer has been absent for a Medical Leave for five (5) Working Days or if the Sessional Lecturer contemplates the Medical Leave will be for longer than five (5) Working Days he/she will provide a Medical Certificate to his/her Dean. The Dean shall advise the Wellness Department.
- 34.04.5 When the Sessional Lecturer has been absent for a Medical Leave for more than five (5) Working Days, he/she will be placed on Medical Leave without pay, until such time as he/she is able to return to work and resume duties.
- 34.04.6 Normally after ten (10) Working Days of Medical Leave there will be no resumption of the duties specified within the Sessional Lecturer's contract.

## **34.05 Leave for Special Circumstances**

- 34.05.1 Upon application by the Sessional Lecturer and a recommendation of the Dean the Vice-President (Academic), on behalf of the Board, may award leave under circumstances which reasonably warrant it, not elsewhere specified in [Article 34.04](#). The rate of pay, if any, and the applicability of other Articles of this Collective Agreement shall be specified by the Vice-President (Academic) and accepted in writing by the Sessional Lecturer prior to the award of leave.
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## Schedule A: Salary Schedules and Stipends

### A.01 Salary Schedules and Stipends (July 1, 2018 to June 30, 2020)

	Year 1 Effective July 1, 2018 to June 30, 2019	Minimum	Maximum	Career Progress Increment per Member	Merit Pool Contribution per Member
A.01.1	FACULTY MEMBERS				
	Assistant Professor	\$67,500	-	\$2,600	\$625
	Associate Professor	\$82,500	-	\$2,600	\$625
	Professor	\$107,500	-	\$2,600	\$625
A.01.2	PROFESSIONAL LIBRARIANS				
	Librarian Grade II	\$67,500	-	\$2,600	\$625
	Librarian Grade III	\$82,500	-	\$2,600	\$625
	Librarian Grade IV	\$107,500	-	\$2,600	\$625
A.01.3	INSTRUCTORS/ACADEMIC ASSISTANTS				
	Instructor/Academic Assistant I	\$51,500	\$112,303.86	-	\$2,800
	Instructor/Academic Assistant II	\$56,500	\$119,443.32	-	\$2,800
	Instructor/Academic Assistant III	61,500	\$126,587.90	-	\$2,800
A.01.4	Year 1 Effective May 1, 2018 to June 30, 2019 Sessional Lectures	Minimum Stipend per course			
	Sessional Lecturer I	\$6,212	-	-	-
	Sessional Lecturer II	\$6,500	-	-	-

	Year 2 Effective July 1, 2019 to June 30, 2020	Minimum	Maximum	Career Progress Increment per Member	Merit Pool Contribution per Member
A.01.1	FACULTY MEMBERS				
	Assistant Professor	\$70,000	-	\$2,600	\$625
	Associate Professor	\$85,000	-	\$2,600	\$625
	Professor	\$110,000	-	\$2,600	\$625
A.01.2	PROFESSIONAL LIBRARIANS				
	Librarian Grade II	\$70,000	-	\$2,600	\$625
	Librarian Grade III	\$85,000	-	\$2,600	\$625
	Librarian Grade IV	\$110,000	-	\$2,600	\$625
A.01.3	INSTRUCTORS/ACADEMIC ASSISTANTS				
	Instructor/Academic Assistant I	\$53,000	\$112,303.86	-	\$2,800
	Instructor/Academic Assistant II	\$58,000	\$119,443.32	-	\$2,800
	Instructor/Academic Assistant III	63,000	\$126,587.90	-	\$2,800
A.01.4	Year 1 Effective May 1, 2018 to June 30, 2019 Sessional Lectures	Minimum Stipend per course			
	Sessional Lecturer I	\$6,212	-	-	-
	Sessional Lecturer II	\$6,500	-	-	-

- A.01.5 When a Cost of Living Adjustment (COLA) increase is applied to a Member's salary as per [Schedule A.02](#), salary range maxima shall be increased by the adjustments calculated as per [Schedule A.02](#).
- A.01.6 When a salary schedule adjustment is authorized, each Member whose salary, after the addition of any applicable salary increments, is less than the newly established minimum salary for their rank, shall receive an increase to this minimum salary.
- A.01.7 The rate for Sessional Lecturer course stipends will be at least the minimum stipend exclusive of vacation pay, holiday pay and other statutory benefits, the exact amount to be negotiated by the Dean and the Sessional Lecturer.
- A.01.8 For each year in which an Instructor/Academic Assistant receives a merit score that would result in a salary increase that exceeds the maximum amount for his/her rank, the Board will pay the Instructor/Academic Assistant a non-base, non-recurring merit amount calculated in the following way.

After merit increments have been paid out from the merit pools and fund under [Articles 31.05.2](#) and [31.06.3](#), any residual amount remaining in the merit pools and fund shall be paid out to the Members identified in [Article 31.06.2](#) in proportion to each Instructor/Academic Assistant's performance rating.

## **A.02 Cost of Living Adjustment (COLA)**

- A.02.1 Effective July 1st of each year for the period July 1, 2018 to June 30, 2020, any COLA increase provided for in this Schedule will be applied to each Member's prior June 30th salary.
- A.02.2 Effective July 1st, 2018, an increase of 0% will be applied to each Member's prior June 30th salary.
- A.02.3 Effective July 1st, 2019, an increase of 0% will be applied to each Member's prior June 30th salary.
- A.02.4 Any COLA will be applied prior to any career progress or merit increment.

## **A.03 Stipends**

- A.03.1 Stipend for [Article 10](#) Courses
  - (a) Minimum of \$5,200 per semester course.
  - (b) Travel time allowance of \$10.00 per hour of travel time required to reach destination and return to campus.
  - (c) Ten percent (10%) of a stipend is paid to the Member in the event the course or program is cancelled.
- A.03.2 Sessional Lecturer Stipends in the Event of Course Cancellation
  - (a) Ten per cent (10%) of the stipend agreed upon and declared within the letter of appointment shall be paid to the Sessional Lecturer in the event the course is cancelled.

## **A.04 Part Time**

- A.04.1 Salary shall be proportional to the salary which would have been paid had the Member been employed on a full load basis.

## **A.05 Career Progress Increments**

- A.05.1 Effective June 30<sup>th</sup> of each year for the period July 1, 2018 to June 30, 2020, a career progress increment will be applied to each Faculty Member's/Professional Librarian's salary in accordance with [Article 21.06](#) and [Article 31.04](#). Any COLA will be applied to the Faculty Member's/Professional Librarian's prior June 30<sup>th</sup> salary before the career progress increment is applied.
- A.05.2 In the event that negotiations to renew this Collective Agreement have not concluded by June 30, 2021 a career progress increment will be applied to each Faculty Member's/Professional Librarian's salary in accordance with [Article 21.06](#) and [Article 31.04](#), in consideration that such career progress increment relates to performance for the evaluation period up to and including June 30, 2020. No further career progress increments nor COLA will be applied to such Members' salaries at such time or thereafter under the terms of this Collective Agreement, these being matters for negotiation after this Collective Agreement expires.

## **A.06 Merit Increments**

- A.06.1 Effective June 30 of each year for the period July 1, 2018 to June 30, 2020, a merit increment will be applied to each Faculty Member's/Professional Librarian's salary in accordance with [Article 21.06](#) and [Article 31.05](#); and to each Instructor's/Academic Assistant's salary in accordance with [Article 15.05](#), [Article 31.06](#), [Article 31.07](#), and [Schedule A.01.8](#). Any COLA will be applied to the Member's prior June 30<sup>th</sup> salary before the merit increment is applied.
- A.06.2 In the event that negotiations to renew this Collective Agreement have not concluded by June 30, 2021 a merit increment will be applied to each Faculty Member's/Professional Librarian's salary in accordance with [Articles 21.06](#) and [31.05](#); and to each Instructor's/Academic Assistant's salary in accordance with [Article 15.05](#), [Article 31.06](#), [Article 31.07](#), and [Schedule A.01.8](#), in consideration that such merit increment relates to performance for the evaluation period up to and including June 30, 2020. No further merit increments nor COLA will be

applied to such Members' salaries at such time or thereafter under the terms of this Collective Agreement, these being matters for negotiation after this Collective Agreement expires.

**A.07 COLA, Career Progress Increments and Merit Increments Applicable to Term of Agreement Only**

A.07.1 For clarity, entitlement to adjustments to salary through COLA as set out in this Schedule shall not extend beyond the terms of this Collective Agreement so as to give rise to further COLA to any Member's salary after June 30, 2020.

A.07.2 For clarity, entitlements to adjustments to salary identified in [Schedule A.05.2](#) and [Schedule A.06.2](#) through career progress increments and merit increments are made in recognition that the evaluation of performance for such increments relates to duties performed during the term of this Collective Agreement, from July 1, 2018 to June 30, 2020.

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## **Schedule B: Economic Benefits**

[Schedule B](#) shall be effective from July 1, 2018 to June 30, 2020, unless noted otherwise. [Articles B.14](#) and [B.15](#) apply only to Sessional Lecturers. All other [Schedule B](#) articles apply only to Faculty Members, Professional Librarians, and Instructors/Academic Assistants.

### **B.01 Academic Pension Plan**

B.01.1 The provisions of the Employment Pensions Plan Act and Regulations shall apply to Members.

B.01.2 Members are subject to the provisions outlined in the “Plan Document” Universities Academic Pension Plan (UAPP).

### **B.02 Long Term Disability (LTD) Insurance**

B.02.1 Members shall pay all Long Term Disability Insurance premiums.

B.02.2 Long Term Disability Insurance is available to Members up to Age 65.

B.02.3 The provisions of the Long Term Disability Insurance Plan shall not be altered except by the mutual consent of the parties.

B.02.4 While on approved Long Term Disability, responsibility for the payment of premiums and pension contributions is the following:

- (a) For the first two cumulative years on LTD, same illness:
  - (i) the Member is responsible for the employee portion of UAPP contributions and any additional costs as identified in [Schedule B.03.3](#).
  - (ii) the University is responsible for the employer portion of UAPP contributions and benefit premium costs as identified in [Schedule B.03.1](#).
- (b) Thereafter, for any remaining period on LTD, same illness:
  - (i) the Member is responsible for the employee portion of UAPP contributions.

- (ii) the University is responsible for the employer portion of UAPP contributions and benefit premium costs as identified in [Schedules B.03.1](#) and [B.03.3](#).

### **B.03 Benefit Premiums**

B.03.1 The Board shall pay up to a maximum per month per Member of the total premium costs of the benefits as identified in [Schedule B.03.2](#) as follows:

	Effective Date	Single	Family
Continuing Members or Term Members with three (3) or more consecutive years of service	Jan 1, 2018	\$129.88	\$298.90
Continuing Members with less than three (3) or more consecutive years of service	Jan 1, 2018	\$116.44	\$257.70

B.03.2 The total premium costs of the benefits paid by the Board, up to the maximums identified in [Schedule B.03.1](#) will be allocated in the following order:

- (a) Extended Health Benefits
- (b) Dental Care Benefits, based on 2019 Alberta Blue Cross Dental Fee Guide
- (c) Vision Care Plan
- (d) Employee and Family Assistance Program
- (e) Basic Life Insurance (The Board shall pay for \$63,000 of coverage for all Members)

B.03.3 The Member is responsible for the premium costs of the benefits in [Schedule B.03.2](#) beyond the maximum paid by the Board as identified in [Schedule B.03.1](#).

B.03.4 If a Member declines a particular benefit identified in [Schedule B.03.2](#), the premium for that benefit shall be retained by the Board.

B.03.5 If a Member who holds a term appointment is less than one half (0.5) annual FTE, the Board will pay directly to the Member the equivalent of the benefit premiums in lieu of benefits based on the Term Faculty Member's single rate.

**B.04 Benefits for Members Age 65 and Over**

- B.04.1 Members will be eligible for Extended Health Benefits, Dental Benefits, and Vision Care Benefits as may be set out in the Plan Documents.
- B.04.2 Members will be eligible for Group Term Life Insurance to age seventy (70) as set out in the Plan Documents.
- B.04.3 Members, who have Voluntary Optional Life Insurance, will cease to have Voluntary Optional Life Insurance the first of the month following the seventieth (70<sup>th</sup>) birthday, as set out in the Plan Documents.
- B.04.4 Members who become ill during the term, but whose medical leave entitlement is insufficient to take them to the end of term, are eligible for Leave Without Pay (LWOP) following medical leave to the end of the academic term in which the Member commenced the LWOP.
- B.04.5 Long Term Disability Insurance is not available for Members age sixty-five (65) and over.

**B.05 Professional Supplement**

- B.05.1 The Professional Supplement shall be provided annually on or around July 1 as follows:

	Per Member per Year (annual allocation prorated as per <a href="#">Schedules B.05.4</a> and <a href="#">B.05.5</a> )	Maximum Accumulated Balance per member as of July 1 (maximum prorated as per <a href="#">Schedules B.05.4</a> and <a href="#">B.05.5</a> )
Faculty Members/professional Librarians	\$2,000	\$8,000
Instructors/Academic Assistants	\$1,600	\$6,400

- B.05.2 If the given year’s entitlement would put a Member’s Professional Supplement balance over the maximum accumulated balance, only the amount required to bring the balance to the maximum accumulated balance will be added.
- B.05.3 Effective July 1, 2014, no funds will be added to or subtracted from any Professional Supplement balance that is already over the maximum accumulated balance as of June 30.



- B.05.4 Per Member entitlement for Professional Supplement is prorated on the basis of the number of months served in the Academic Year.
- B.05.5 Members who are: (a) Part Time; (b) less than full-load equivalent; (c) on a Gradual Retirement Plan; or (d) on Reduced Load Status, receive Professional Supplement proportional to what they would have received had they been employed on a full load basis, so long as his/her full-load equivalent is at least 0.5.
- B.05.6 Members holding: (a) a term appointment; or (b) a less than full-load equivalent appointment of less than 0.5 annual full-load equivalent, are not entitled to Professional Supplement.
- B.05.7 Procedures for use of the Professional Supplement are outlined in the University's Professional Supplement Policy.
- B.05.8 For Members whose appointment terminated during the year, any unused balance, in accordance with [Schedule B.05.4](#) for the number of months served in the Academic Year, will be allocated to eligible Members on record as of September 30 of each year.

## **B.06 Member's Tuition Benefit**

- B.06.1 The Board shall allow each Member a waiver of one hundred per cent (100%) tuition and student administrative fees for undergraduate credit courses or up to a maximum of the Canadian undergraduate course fee for graduate credit courses at the University, up to a maximum of 15 credit hours per semester. Co-operative education courses will qualify for the tuition fee waiver.
- B.06.2 An administration fee of \$15.00 per semester course shall be charged to Members, to a maximum of \$45.00 per Member per semester.
- B.06.3 Normal regulations on tuition and other course fee payments and deadlines will apply.
- B.06.4 The taxation of the tuition benefit shall be in accordance with Canada Revenue Agency regulations.

## **B.07 Spouse and Dependent's Tuition Benefit**

- B.07.1 The spouse and dependents of a Member shall be entitled to a fifty percent (50%) reduction in tuition fees, including the

student administrative fee, charged for a Canadian undergraduate credit course fee or up to a maximum of fifty percent (50%) of a Canadian undergraduate course fee for graduate credit courses at the University, up to a maximum of fifteen (15) credit hours per student per semester. Where both parents are Members the tuition waiver for a dependent is additive to a maximum of fifty percent (50%), depending upon any proration for less than full-load equivalent Members. Co-operative education courses will qualify for the Tuition Benefit.

- B.07.2 An administration fee of \$15.00 per semester course shall be charged to the student, to a maximum of \$45.00 per student per semester.
- B.07.3 The spouse and dependents of a Member with no less than one (1) year of service, who dies while employed by the University shall be entitled to a waiver of one hundred percent (100%) of the tuition, including the student administrative fee, for a Canadian undergraduate credit course fee or up to a maximum of a Canadian undergraduate course fee for graduate credit courses undertaken at the University for a period of four (4) years following the death of the Member, up to a maximum of fifteen (15) credit hours per student per semester.
- B.07.4 The spouse and dependents of a Member shall be entitled to the provisions of the tuition benefit on the same basis as for other Economic Benefits in [Schedule B](#). The definition of spouse and dependent shall be consistent with the definition used for entitlement to the Extended Health and Dental Plans. The tuition benefit is prorated for Members less than one (1.0) full-load equivalent to the full-load equivalent status of the Member at the start of the applicable semester in which the tuition benefit will be applied.
- B.07.5 Normal regulations on tuition and other course fee payments and deadlines will apply.
- B.07.6 The taxation of the tuition benefit shall be in accordance with Canada Revenue Agency regulations.

## **B.08 Study, Research, Retraining, or Upgrading Leave Relocation Grants**

Members awarded study, research, retraining, or upgrading leave are eligible to apply for leave relocation grants to cover costs of relocation

of family and personal effects from the domicile near a University campus to the domicile(s) where the leave is to be spent, and return.

## **B.09 Relocation Allowance**

- B.09.1 An appointee is eligible for a relocation allowance, from the last place of domicile to a domicile near a University campus, to a maximum of twelve thousand dollars (\$12,000.00).
- B.09.2 Relocation allowances are subject to the University Relocation Allowance Regulation, which shall be referred to in the provisional offer of appointment for eligible appointees. Members are eligible for reimbursement under the Regulation upon presentation to the University of an account of expenses and original receipts.

## **B.10 Workers' Compensation Supplement**

- B.10.1 In the event of a time-loss injury sustained in the course of employment at the University, a Member continues to receive salary and benefits from the University under the following conditions:
  - (a) The Member notifies the Dean and Human Resources as soon as possible, and
  - (b) The injury is accepted by Workers' Compensation Board (WCB) as a claim.
- B.10.2 The maximum duration of the WCB supplement is the first of the following:
  - (a) the number of Medical Leave days available to the Member ([Article 33.02](#)) at the time the injury occurred; or
  - (b) the end of a term appointment.
- B.10.3 Payments from WCB related to this injury are remitted to the University.

## **B.11 EI Rebate**

- B.11.1 The Board will distribute the EI Rebate to Members through professional supplement.
- B.11.2 The employee's portion of the EI Rebate for Members from the previous Academic Year, as calculated by Human

Resources, is distributed annually to eligible Members, as per [Schedule B.05](#), on record as of September 30.

- B.11.3 For the purposes of this Article, 'Academic Year' means July 1 to June 30.

## **B.12 Strike or Lockout**

- B.12.1 In the event of a strike or lockout, benefit coverage under this Article will be continued (subject to the carrier conditions) and the Association agrees to reimburse the University for the full premium costs (both the Board's and Members' premiums) during the strike or lockout.

## **B.13 Death Benefit**

- B.13.1 In the event of the death of a Member other than a Sessional Lecturer, the Board shall pay that portion of the monthly salary earned up to the date of death to the deceased Member's estate. In addition, the Board shall provide a Supplementary Death Benefit that is equal to one-sixth (1/6) of the Member's annual salary in effect at the time of death.
- B.13.2 Such payment to a Member other than a Sessional Lecturer is in full settlement of salary and vacation entitlement to the date of death and shall be paid in accordance with the following:
- (a) For the purposes of the Supplementary Death Benefit, "salary" is deemed to be the Member's gross basic pay for the performance of the regular duties of employment, excluding any expense allowance, overtime payment, special remuneration, or other similar compensation.
  - (b) Where the Member has designated a beneficiary, the Board shall pay the Supplementary Death Benefit to the deceased Member's designated beneficiary. For the purposes of this provision, and unless otherwise designated by the Member, the beneficiary shall be the designated beneficiary named by the Member under the University Basic Term Life Insurance Plan.
  - (c) Where the Member has not designated a beneficiary, the Board shall pay the Supplementary Death Benefit to the deceased Member's estate.

**B.14** In the event of the death of a Sessional Lecturer, the Board shall pay to the Member's estate a death benefit equivalent in value to the Member's salary for the month in which the Member dies plus one additional month's salary regardless of the month in which the Sessional Lecturer dies.

**B.15** Such payment to a Sessional Lecturer is in full settlement of salary and vacation entitlement to the date of death.

**Schedule C: Grandfathering Clause for  
Probationary Appointments**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS of the UNIVERSITY OF LETHBRIDGE  
(the “Board”)**

**And**

**THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION  
 (“ULFA”)**

**GRANFATHERING CLAUSE FOR PROBATIONARY APPOINTMENTS**

The changes to the timelines for probation introduced in Article 15 in 2016, will not apply to Members who were hired into probationary positions prior to the date on which these changes are ratified.

\_\_\_\_\_  
Board of Governors Representative  
Dr. Chris Nicol

\_\_\_\_\_  
ULFA Representative  
Dr. Dan O’Donnell

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Schedule D: Assignment of Copyright

ASSIGNMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**BETWEEN:**

**The Board of Governors  
of the University of Lethbridge,  
in the Province of Alberta  
(herein called "the Board")**

**AND:**

**(herein called "the Assignees")**

WITNESS that the University hereby sells, assigns and transfers to the assignees all right, title and interest that the said Board has in copyright in Canada, the United States of America and all other countries in the world in the product in consideration for which the Assignees hereby agree to remit to the University Fifty Per Cent (50%) of the gross royalties (or any payments which are similar in nature to royalties) received from exploitation of the copyright on the product described above and also agree to require the display of the University name on all copies of the product.

The Assignees further agree that the Board may make and use copies of the product described above without payment of royalty for its own educational purposes.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

THE UNIVERSITY OF LETHBRIDGE

ASSIGNEES

**DECLARATION OF AUTHORSHIP**

We, the undersigned, declare that we are the authors of: \_\_\_\_\_  
("the work") for which we have requested an assignment of copyright, dated the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ from Board of Governors of The  
University of Lethbridge.

We further declare that we have discussed our application for assignment of copyright with all persons who have been involved in the production process of the work and have obtained their agreement that the undersigned are the only authors of the work.

## **Schedule E: Professional Activities Report**

### Preamble

The duties described in [Article 13.02](#) are not intended to comprise exhaustive lists, but are stated in general terms, given the nature of the evolution of the academic enterprise at any university. The quality and quantity of all academic work consistent with [Article 13.02](#) undertaken by the Member shall be taken into account in the evaluation of the performance of the Member.

### **E.01 Member's recommendation regarding weighting of the criteria: Weighting, Teaching, Research, and Service.**

#### E.01.1 Weighting

<b>Category</b>	<b>Weighting</b>
Teaching	
Research	
Service	

#### E.01.2 Rationale for Weighting Recommendation

### **E.02 Teaching**

List all courses and other instruction, including Summer Session and off-campus Credit Courses, Independent Studies, Applied Studies, undergraduate honours theses, graduate supervision, etc. Comments on each might cover such aspects as the following: whether taught in the previous year, after a longer interval, or for the first time; the time demands generated by the instructional format, by course related duties, and by the number and nature of assignments and the grading procedures.

E.02.1 Course Title

E.02.2 Enrolment

E.02.3 Semester

E.02.4 Comments



**E.03 Research and Creative Activity**

- E.03.1 Publications
- E.03.2 Manuscripts submitted for Publication
- E.03.3 Papers presented and other participation at professional meetings
- E.03.4 Creative work and/or Performances
- E.03.5 Editorial, Refereeing, Examining and Adjudicating Activities
- E.03.6 Research & Creative Activity in progress
  - (a) Project
  - (b) Funding Agency
- E.03.7 Anticipated Research Activity
  - (a) Project

**E.04 Service to The University and Society**

- E.04.1 Contributions to the Intellectual life of the University
- E.04.2 Administrative & Committee Service
- E.04.3 Membership & Service in Professional Organizations
- E.04.4 Community Service

**E.05 Professional Development Activities and Achievements**

Date \_\_\_\_\_

Signature \_\_\_\_\_

## Schedule F: Academic Career Implementation

**F.01** Effective July 1, 2019: The language applies to Faculty Members/Professional Librarians hired before July 1, 2014, except as modified by [Schedule F.01.1](#).

*Example: for a Member hired as an Assistant Professor/Professional Librarian II on July 1, 2013 with a letter of appointment assigning three (3) Academic Career Years, the maximum number of years of career progress available in each of the ranks effective July 1, 2019 would be as follows:*

Rank					
	Academic Career	Assistant Professor/Professional Librarian II	Associate Professor/Professional Librarian III	Professor/Professional Librarian IV	Total
Initial Letter of Appointment	3				
July 1, 2014	4				
July 1, 2015	5				
July 1, 2016	6				
July 1, 2017	7				
July 1, 2018	8				
July 1, 2019	9	1	15	10	35

*Example: for a Member hired on July 1, 1996 who attained the rank of Associate Professor/Professional Librarian III after ten (10) years, but not yet the rank of Professor/Professional Librarian IV, the maximum number of academic career years available in each rank is as follows:*

Rank					
	Academic Career	Assistant Professor/Professional Librarian II	Associate Professor/Professional Librarian III	Professor/Professional Librarian IV	Total
Number of academic career years as of June 30, 2014	17				
July 1, 2014	18				
July 1, 2015	19				
July 1, 2016	20				
July 1, 2017	21				
July 1, 2018	22				
July 1, 2019	23	0	2	10	35

F.01.1 In the event that an Assistant Professor/Professional Librarian II has been assigned more than five (5) years toward their Academic Career in their written letter of appointment, they may submit a formal, written request to the Dean to transfer a maximum of five (5) years from Associate Professor/Professional Librarian III Academic Career years rank. Upon the recommendation of the Dean and approval of the Vice-President (Academic), the number of Academic Career years for both the Assistant and Associate ranks, or corresponding Professional Librarian ranks, is adjusted accordingly by a letter from the Dean to the Member, with a copy to Human Resources.

*Example: for a Faculty Member hired during the 2013/14 academic year with a letter of appointment assigning eight (8) Academic Career years, the maximum adjustment that could be applied pending the approval of the Vice-President (Academic) is as follows:*

	Rank				Total
	Academic Career	Assistant Professor/Professional Librarian II	Associate Professor/Professional Librarian III	Professor/Professional Librarian IV	
Initial Letter of Appointment	8				
Without Adjustment	8	2	15	10	35
With maximum Adjustment	8	7	10	10	35

Board of Governors Representative  
Nancy Walker, Vice-President (Finance and Admin)

ULFA Representative  
Dr. Richelle Marynowski

\_\_\_\_\_ Date

\_\_\_\_\_ Date

## **Schedule G: Daycare**

WHEREAS the University wishes to establish an on-campus day care facility on the Lethbridge campus of the University;

WHEREAS the Faculty Association has agreed to contribute funding towards the capital/financing costs of a day care facility;

THEREFORE the parties hereto agree as follows:

### **G.01 University Responsibilities:**

G.01.1 University of Lethbridge will construct a day care facility on its Lethbridge campus if and when the project is approved by the Board of Governors of the University.

G.01.2 The University of Lethbridge will contribute funding of at least 65% of the capital costs for construction of the day care facility.

G.01.3 The University of Lethbridge will enter into a Lease with an external day care provider which will include provisions to the following affect:

- a) The University as the Landlord will set the initial allocation of spaces for children attending the day care between children of undergraduate students, children of Member, children of graduate students, children of employees of the day care provider and children of others, and shall have the exclusive right to change the allocation of spaces with such change to be effective at the beginning of the next academic semester;
- b) The Tenant shall agree to charge a reasonable and competitive day care fee for the day care services provided which will be comparable to the fee charged by the other day cares operating within the City of Lethbridge;
- c) The Tenant shall keep the Day Care Centre open for business and in normal operation at least ten (10) hours per day, Monday to Friday inclusive, with the exception of holidays or holiday periods during which the University is closed.

## **G.02 Faculty Association Responsibilities:**

- G.02.1 The Faculty Association shall make a one-time payment of \$20,000.00 towards the construction costs of the day care facility which shall be paid by the Faculty Association to the University on or before September 1, 2009.
  - G.02.2 The Faculty Association agrees that each member of the Faculty Association will contribute the sum of \$1.80 per month for each month that the individual is a member of the Faculty Association commencing September 1, 2009 with such contributions to continue by Faculty Members for a period of twenty (20) years following the date the day care opens for operation.
  - G.02.3 In the event that the day care facility is not in operation due to the absence of a day care provider prior to September 1, 2009, the individual monthly contributions by Members of the Faculty Association shall be suspended for the period during which the day care facility is not in operation commencing with the month immediately following the month in which the day care operation was suspended or discontinued with such contributions resuming with the month following the month in which the day care facility recommences operation.
  - G.02.4 The Faculty Association agrees that the monthly contributions shall be automatically deducted by the University from the remuneration paid to each Faculty Member and on behalf of each Faculty Member hereby authorizes the University to make such a deduction. In the event that an amendment to the Collective Agreement between the University and the Faculty Association agree to take such steps as may be required to give effect to these provisions, the University and the Faculty Association agree to take such steps as may be required to amend the Collective Agreement accordingly.
  - G.02.5 The Faculty Association will provide annual input, by July of each year, to the Vice-President (Finance and Administration) in relation to the annual Landlord/Tenant review meetings on issues or recommendations related to the Day Care Centre.
- G.03** This Agreement shall endure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Board of Governors Representative  
Dr. Andrew Hakin

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Date

ULFA Representative  
Dr. Richelle Marynowski

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Date

## **Schedule H: Maternity and/or Parental Leave Benefit (Article 33.03 to Article 33.07)**

The examples below are for illustration purposes only and are based on Employment Insurance (EI) benefit rates assuming the Member's salary exceeds EI weekly insurable earnings maximum as of May 2019. Contact Pension and Benefits for detailed information about your specific situation.

Notes: (1) Before you can start receiving EI benefits, there is a one-week waiting period during which the Member will not be paid by EI. This waiting period is like the deductible paid for other types of insurance.

Table 1: [Articles 33.04](#) and [33.05.1](#)

Maternity + Parental for Birth Mother with Employment Insurance Standard Parental Leave			Maternity + Parental for Birth Mother with Employment Insurance Extended Parental Leave		
Week	EI Benefit	University Sub Plan	Week	EI Benefit	University Sub Plan
<b>Maternity Leave</b>					
Week 1	0% (1)	100% Members salary	Week 1	0% (1)	100% Members salary
Week 2-16	55% to a maximum of \$562/week	100% less Member's EI benefit (\$562/week)	Week 2-16	55% to a maximum of \$562/week	100% less Member's EI benefits at 55% (\$562/week)
<b>Parental Leave</b>					
Week 17-20	55% to a maximum of \$562/week	100% less Member's EI benefit (\$562/week)	Week 17-20	33% to a maximum of \$337/week	100% less calculation based on Member's EI benefits at 33% (\$337/week)
Week 21- 51	55% to a maximum of \$562/week	0%	Week 21- 51	33% to a maximum of \$337/week	0%

Table 2: [Article 33.05.2](#)

Parental for non-Birth parent (including adoption) with Employment Insurance Standard Parental Leave			Parental for non-Birth parent (including adoption) with Employment Insurance Extended Parental Leave		
Week	El Benefit	University Sub Plan	Week	El Benefit	University Sub Plan
<b>Parental Leave</b>					
Week 1	0% (1)	100% Members salary	Week 1	0% (1)	100% Members salary
Week 2-20	55% to a maximum of \$562/week	100% less El benefit (\$562/week)	Week 2-20	33% to a maximum of \$337/week	100% less calculation based on Member's El benefits at 55% (\$562/week)
Week 21-36	55% to a maximum of \$562/week	0%	Week 21-36	33% to a maximum of \$337/week	0%

Table 3: [Articles 33.04](#) and [33.05.3](#)

Maternity for Birth Mother + Shared Parental Leave between parents with Employment Insurance Standard Parental Leave			Maternity for Birth Mother + Shared Parental Leave between parents with Employment Insurance Extended Parental Leave		
Week	El Benefit	University Sub Plan	Week	El Benefit	University Sub Plan
<b>Maternity Leave</b>					
Week 1	0% (1)	100% Members salary	Week 1	0% (1)	100% Members salary
Week 2-16	55% to a maximum of \$562/week	100% less Member's El benefit (\$562/week)	Week 2-16	55% to a maximum of \$562/week	100% less Member's El benefits at 55% (\$562/week)
<b>Parental Leave</b>					
Week 17-20	55% to a maximum of \$562/week	100% less Member's El benefit (\$562/week)	Week 17-20	33% to a maximum of \$337/week	100% less calculation based on Member's El benefits at 33% (\$337/week) for birth mother or 100% less calculation based on Member's El benefits at 55% (\$562/week) for non-birth parent



Week 21- 51	55% to a maximum of \$562/week	0%	Week 21- 51	33% to a maximum of \$337/week	0%
Week 52-56 (If 2 parents share Standard Parental Leave minimum 5 weeks for 2 <sup>nd</sup> parent)	55% to a maximum of \$562/week	0%	Week 79-85 (if 2 parents share Extended Parental Leave minimum 8 weeks for 2 <sup>nd</sup> parent)	33% to a maximum of \$337/week	0%

The last row of Table 3 reflects Leave that can be taken concurrently by both Members.

Table 4: [Article 33.05.3](#)

Shared Parental Leave between parents for adoption with Employment Insurance Standard Parental Leave			Shared Parental Leave between parents for adoption with Employment Insurance Extended Parental Leave		
Week	EI Benefit	University Sub Plan	Week	EI Benefit	University Sub Plan
<b>Parental Leave</b>					
Week 1	0% (1)	100% Members salary	Week 1	0% (1)	100% Members salary
Week 2-20	55% to a maximum of \$562/week	100% less EI benefit (\$562/week)	Week 2-20	33% to a maximum of \$337/week	100% less calculation based on Member's EI benefits at 55% (\$562/week)
Week 21-36	55% to a maximum of \$562/week	0%	Week 21-36	33% to a maximum of \$337/week	0%
Week 37- 41(If 2 parents share Standard Parental Leave minimum 5 weeks for 2 <sup>nd</sup> parent)	55% to a maximum of \$562/week	0%	Week 63-70 (if 2 parents share Extended Parental Leave minimum 8 weeks for 2 <sup>nd</sup> parent)	33% to a maximum of \$337/week	0%

The last row of Table 4 reflects Leave that can be taken concurrently by both Members.

Table 5

<b>Does not qualify for Employment Insurance (refer to <a href="#">Article 33.06.2</a>)</b>		
<b>Week</b>	<b>EI Benefit</b>	<b>University Sub Plan</b>
Week 1-6	0%	50% of Member's Salary
Week 7-20	0%	0%

# **Schedule I: Implementation of Academic Assistant/Instructor Language**

## **MEMORANDUM OF AGREEMENT**

**Between**

**THE BOARD OF GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE  
("the Board")**

**And**

**THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION  
("ULFA")**

### **Implementation of Academic Assistant/Instructor Language**

The parties hereby agree to the following:

1. All Academic Assistants on record as of July 1, 2013 will become Instructors at the same rank as of July 1, 2013, except for the Academic Assistant positions as attached ([Schedule A](#))<sup>1</sup>. The listed positions will remain as Academic Assistants at their June 30, 2013 rank.
2. Once vacated, the Board will determine as to whether or not the Academic Assistant positions will be filled. If the position will be filled, it will be evaluated for placement into a non-Faculty position.

\_\_\_\_\_  
Board of Governors Representative  
Nancy Walker

\_\_\_\_\_  
ULFA Representative  
Dr. Richelle Marynowski

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<sup>1</sup> Schedule A to this MOU is not included for privacy reasons

# **Schedule J: Conflict of Interest and/or Conflict of Commitment and Declaration**

## **Memorandum of Understanding**

**Between**

**THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE**

**(the “Board”)**

**and**

**THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION**

**(“ULFA”)**

Further to agreement reached at bargaining in 2013, the parties agree that Members shall complete a web-based Employee Declaration Disclosure Form (attached) for the declaration of any conflict of interest and/or conflict of commitment.

This disclosure is made when the Member's appointment commences and annually thereafter at the beginning of the calendar year. It replaces the paper declaration form previously submitted with the Members annual Professional Activities Report.

If at any time during the year, there is reasonable cause to believe that a current or anticipated conflict of interest or commitment may exist ([Article 11.04](#)), the Member must disclose this to their Dean as soon as possible after the Member becomes aware of it, and record it through the web-based form. Notification of approval, if granted, will come through the web-based system from the Associate Vice-President (Human Resources & Administration) on behalf of the Dean.

Further information can be found within the Conflict of Interest and/or Commitment Policy.

---

Board of Governors Representative  
Dr. Andrew Hakin

---

ULFA Representative  
Dr. David Kaminski

---

Date

---

Date

**CONFLICT OF INTEREST AND/OR CONFLICT OF COMMITMENT ULFA MEMBER WEB-BASED  
DECLARATION DISCLOSURE FORM**

I declare that the information contained in this Disclosure Form is true and correct to the best of my knowledge, information and belief.

I have read and agree to abide by the provisions of the Collective Agreement that bear on Conflict of Interest and/or Commitment, including but not limited to the following:

[Article 11.03.1\(i\)](#)

which deals specifically with current or anticipated conflicts of interest with respect to evaluative and supervisory relationships between Members and students;

[Articles 11.03.2\(b\)\(iii\) and 11.03.2\(b\)\(iv\)](#)

which deal specifically with current or anticipated conflicts of interest with respect to Member's responsibilities as scholars;

[Articles 11.03.2\(b\)\(iii\), 11.03.2\(b\)\(iv\),](#)

which deal specifically with current or anticipated conflicts of commitment with respect to Member's external professional activities;

[Article 11.04](#)

which defines the terms Conflict of Interest and/or Commitment and provides a process for a Member to report any current or anticipated conflicts and a means to evaluate and resolve any such conflicts in consultation with the Member's Dean;

[Articles 13.10.1 through 13.10.5, and 13.11.2,](#)

which deal specifically with current or anticipated conflicts of commitment with respect to Member's external professional activities;

[Article 17.08](#)

which deals specifically with current or anticipated conflicts of interest or reasonable apprehension of bias with respect to Member's participation on personnel committees.

I understand that if I have indicated that I anticipate becoming involved in activities which could give rise to a conflict of interest and/or conflict of commitment, I shall not engage in these activities until such time as the conflict considerations are assessed and resolved. If I have indicated that I am currently involved in activities which could give rise to a conflict of interest and/or conflict of commitment, I understand that I may continue the activities until such time as the conflict considerations are assessed and resolved, unless I am directed by the Dean to cease the activity.

I understand that the direction to cease the activity shall stand until such time as the conflict considerations are assessed and resolved.

I understand that the personal information requested is collected under the authority of Section 33(c) of the *Alberta Freedom of Information and Protection of Privacy Act* for the purposes of determining possible conflict of interests and conflict of commitments.

I hereby consent to the use of the information provided by the University for the purpose of assessing conflict.

I understand that I will be advised if certain public disclosure of information is deemed appropriate in managing an assessed conflict. I understand that consent for any such public disclosure will be addressed at that time.

FINANCIAL CONFLICT OF INTEREST		
	Yes	No
With the exception of your normal compensation, will you, your corporation, a member of your family, or persons with whom you have a personal or business relationship now receive or anticipate receiving a financial benefit from University funds over which you exercise influence that might be viewed by a reasonable individual to constitute a potential conflict of interest for you?		

NON-FINANCIAL CONFLICT OF INTEREST		
	Yes	No
Do any of your current or anticipated university teaching, research/scholarly creative activities, administrative, consulting or service (volunteer) activities involve you in dealings with individuals, corporations or other organizations in ways that might be viewed by a reasonable observer as a conflict of interest?		

CONFLICT OF COMMITMENT		
	Yes	No
Are any of your current or anticipated external activities or commitments so substantial or demanding of your time and attention as to interfere with your responsibilities, obligations and commitments to the University?		

OTHER CONFLICTS		
	Yes	No
Do you intend to use the services of University students, University employees, or others under contract to the University over whom you exercise supervisory or academic responsibility, for a purpose beyond those directly associated with your employment obligations to the University?  Note: Prior written permission from the Dean needs to be obtained before using the services of students and/or employees for purposes beyond their educational or employment obligations.		
Will you make significant use (meaning a use beyond that of a purely incidental nature) of University space, facilities, general supplies, and/or		

equipment, including communication devices, and confidential information to support any activities that do not directly pertain to your employment obligations to the University?		
Are you aware of any other potential conflicts of interest or commitment, real or perceived, which will affect you as an employee of the University?		

If you answered "yes" to any of the above questions, please provide details of the activity(s). Should your Dean wish to consult with you regarding this disclosure, you will be contacted and the matter discussed as outlined under [Article 11.04.6\(a\)](#) in the Faculty Handbook.

I will promptly submit a revised Disclosure Form if at any time during the disclosure period circumstances warrant a different response to any of the questions in this Declaration.

I agree to the Declaration above

**Schedule K: Student Evaluations of Teaching**  
**MOU**

**Memorandum of Understanding**

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE  
(the "Board")

and

THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION  
("ULFA")

**STUDENT EVALUATIONS OF TEACHING**

The Parties hereby agree to establish a working group consisting of two (2) representatives appointed by the Board and two (2) representatives appointed by ULFA, to determine how to implement the language agreed to in [Articles 15.06.2\(a\)](#) and [15.06.2\(b\)](#) on the use of student evaluations of teaching. In the interim, to address [Articles 15.06.2\(a\)](#) and [15.06.2\(b\)](#), assessors and evaluators will be provided with a copy of the Kaplan ruling on student evaluations of teaching to be used as guidelines when using such appraisals. The working group shall produce its report within one (1) year of the signing of this Memorandum of Understanding.

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Board of Governors Representative  
Dr. Chris Nicol

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ULFA Representative  
Dr. Dan O'Donnell

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Date

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Date



**Schedule L: Harassment & Discrimination Policy**  
**MOU**

**Memorandum of Understanding**

**Between**

**THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE**  
**(the “Board”)**

**and**

**THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION**  
**(“ULFA”)**

**Harassment and Discrimination Policy**

In the matter of resolving an ULFA policy grievance dated June 21, 2016, the parties to this MOU agree to the following remedies:

1. that a clear directive ("interface") already exists in the Harassment & Discrimination Policy at section 1.2.1 (Appendix B) that directs all formal complaints involving academic staff members to the Faculty Handbook; and
2. that the parties agree to explore and propose language in Faculty Handbook pertaining to complaints against an academic staff member that involve harassment, discrimination, and/or sexual violence as part of the next Faculty Handbook negotiations.

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Board of Governors Representative  
Dr. Chris Nicol

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Date

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ULFA Representative  
Dr. Dan O'Donnell

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Date

# **Schedule M: Agreement Re. Hiring ULFA Employees as Sessional Lecturers MOU**

## **Memorandum of Understanding**

**Between**

**THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE**

**(the “Board”)**

**and**

**THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION**

**(“ULFA”)**

**Hiring ULFA Employees as Sessional Lecturers**

Following from a meeting of September 13, 2017, the Board and ULFA agree to resolve an unfair labour practice complaint without bringing it to the Labour Relations Board regarding the decision not to hire the Executive Director of ULFA for a Sessional Lecturer position with the University of Lethbridge.

The following agreement resolves the complaint:

The Board formally acknowledges the obligation to support ULFA membership and participation among its faculty members and potential faculty members.

The Board will not prohibit the employment with the University of Lethbridge of an employee of ULFA because of his/her employment with ULFA, in conjunction with number 3 below ensuring all required qualifications are appropriate for appointment and approval.

Any application for employment with the University of Lethbridge by an employee of ULFA will be assessed solely on the criteria relevant to the position being sought.

Both parties agree that this Collective Agreement applies to employees of ULFA who work as Sessional Lecturers, as it does to employees of other external employers seeking such employment; they further agree that ULFA employees will not be subject to unusual treatment under this Collective Agreement because of their status as employees of the union.

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Board of Governors Representative  
Dr. Chris Nicol

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Date

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ULFA Representative  
Dr. Dan O'Donnell

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Date

**Schedule N: Grieving Administrative Suspensions**  
**MOU**

**Memorandum of Understanding**

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE  
(the “Board”)

and

THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION  
 (“ULFA”)

**Grieving Administrative Suspensions**

- N.01** The parties agree that all disputes related to an administrative suspension imposed on a member of the ULFA bargaining unit under the terms of the Faculty Handbook or the Post-secondary Learning Act are subject to the grievance and arbitration provisions set out in [Article 22](#) of the Collective Agreement or any successor provisions to [Article 22](#).

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Board of Governors Representative  
Michael J. Mahon, Ph.D.

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ULFA Representative  
Andrea Amelinckx

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Date

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Date

## **Schedule O: In Resolution of Format of Communications by Appeal Committee Chair to Appellant Regarding Appellant's Evidence for Appeals MOU**

Following an [Article 22.03.4](#) meeting of September 25, 2017, the Board and ULFA ("the Parties") agree to the following resolution regarding communications from the [Article 17](#) Appeal Committee Chair to appellants, with respect to evidence the appellant may present in relation to [Article 23.02](#) or [23.04](#) appeals of [Article 17](#) STP Committee recommendations. As of the date of this Memorandum of Understanding (MOU), [Article 17](#) Appeal Committee Chairs will include the following template language in written communications with appellants, regarding such evidence.

As the STP Appeals Committee Chair, I am writing to confirm that I have received your letter dated X, where you give notice of your intention to appeal the recommendation of the XX STP Committee, communicated to you in the [Dean of ...'s / University Librarian's] letter of XXX.

In accordance with [Article 23.02.3](#) you have ten (10) working days from your receipt of this letter to submit a written request for a hearing of your case, stating the grounds of your appeal. Pursuant to [Article 23.01.3](#), I draw your attention to your right to appear before the Appeal Committee, and your [Article 11.02.6](#) right of accompaniment by another Member of the Faculty Association should you choose to appear before the Appeal Committee.

I also draw your attention to [Article 23.01.2](#), which stipulates that "(s)ubject to the provisions of [Article 2.26](#) and principles of natural justice, all evidence considered during the Appeal process... shall pertain to the review period considered by the original STP Committee or the Appeal process itself." Further, please note that such evidence is determine according to the tests to be applied by the Appeal Committee, in accordance with the grounds for your appeal (which grounds are described in [Article 23.02.3\(a\)\(i\)](#) to [23.02.3\(a\)\(iii\)](#). [Articles 23.02.3\(b\)\(i\)](#) and [23.02.3\(b\)\(iii\)](#) provide the context through which the above-noted tests are applied.

The parties agree that the elements contained in this Memorandum of Understanding constitute a full resolution the issues raised in the pre-grievance meeting.

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Board of Governors Representative  
Dr. Andrew W. Hakin

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ULFA Representative  
Andrea Amelinckx

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Date

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Date

## **Schedule P: Memorandum of Understanding: In Resolution of Academic Career Year Grievances**

Following a meeting of February 21, 2018, the Board and ULFA ("the Parties") agree to the following in resolution of individual grievances claimed by ULFA on September 27, 2016 and a policy (group) grievance claimed by ULFA on September 13, 2016, regarding the implementation of Academic Career years:

1. This Memorandum of Understanding only applies to ULFA Members who hold tenurable Faculty Member or Professional Librarian appointments.
2. This Memorandum of Understanding affirms that the Board cannot unilaterally change the Academic Career years assigned in a Member's letter of appointment.
3. For Members who have no Academic Career years assigned in their letter of appointment, Academic Career years are to be counted from the date of their probationary appointment or appointment with tenure.

This MOU has been redacted to remove material not of relevance to what remains.

The Parties agree that the elements contained in this Memorandum of Understanding constitute a full resolution of the grievances.

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Board of Governors Representative  
Dr. Chris Nicol

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ULFA Representative  
Andrea Amelinckx

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Date

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Date

## Schedule Q: In Resolutions of Merit Pool/Fund Contributions Grievances MOU

The Board and ULFA ("the Parties") agree to the following in resolution of two individual grievances and a policy grievance claimed by ULFA on August 15, 2017 regarding the [Articles 31.05/31.06](#) merit pool/fund contributions on behalf of academic staff who are employed on less than full-time equivalent (FTE) contracts:

1. Merit pool/fund contributions are established in Faculty Handbook [Articles 15](#) or [21](#), and are for each Member who is eligible to access the merit pool/fund, in [Schedule A, Table A.01](#) (the "Per Member Contribution").
2. Beginning with the 2017/18 evaluation period, the Per Member Contribution shall be made at the full load merit pool/fund levels as specified in [Schedule A, Table A.01](#), regardless of whether the Member is assigned to a less than 1.0 FTE status.
3. For the 2017/18 evaluation period, the Board agrees to make the following on-time only contributions:
  - (a) A lump-sum contribution to the merit fund as defined in [Article 15](#) and [31](#) for Instructors/Academic Assistants, in the amount of \$11,000; and
  - (b) A lump-sum contribution in the aggregate amount of \$3,500 for all the Faculty/Library merit pools as defined in [Article 21](#) and [31](#) for faculty members and professional librarians to be allocated amongst the Faculty/Library merit pools proportionally to the number of faculty members and professional librarians eligible to receive funds from each merit pool.
4. As of July 1, 2019, letters summarizing annual salaries as of July 1 each year shall be issued to each Member, containing the following:
  - (a) June 30 salary;
  - (b) cost of living adjustment amount and percentage (if any);
  - (c) career progress increment amount (if any);
  - (d) merit increment amount (if any); and
  - (e) the resultant July 1 salary, as the sum of [a.](#) to [d.](#) in this clause.



5. As of July 1, 2019, the letters described in clause 4 above shall also include, for each faculty member and professional Librarian in an academic unit, a summary of:
  - (a) how the academic unit's merit pool is calculated;
  - (b) the number of merit units being awarded in that academic unit;
  - (c) the monetary value of a merit unit in that academic unit;
  - (d) the distribution of merit units within that academic unit.
6. As of July 1, 2019, the letters described in clause 4 above shall also include, for each Instructor/Academic Assistant, a summary of:
  - (a) the number of Members for whom contributions are being made to the merit fund;
  - (b) the total monetary value of the merit fund; and
  - (c) the monetary value of a merit fund award for an Instructor/Academic Assistant with a performance rating score of 1.0.
7. All elements within this Memorandum of Understanding are agreed to by the Parties without prejudice to any other unresolved grievances between the Parties.

The Parties agree that the elements contained in this Memorandum of Understanding constitute a full resolution of the grievances.

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Board of Governors Representative  
Dr. Chris Nicol

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ULFA Representative  
Dr. Jon Doan

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Date

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Date

## **Schedule R: Memorandum of Understanding - Diversity, Equity and Inclusion**

**R.01** In accordance with [Article 11.02.5](#) (Freedom from Discrimination), the Board and the Association are committed to promoting diversity, equity and inclusion in the Academic Staff complement employed at the University.

R.01.1 The Parties are committed:

- (a) to the creation and promotion of policies, practices, and systems shown by research to have a favourable effect on the recruitment, hiring, salary, retention, and promotion of members of the Academic Staff complement from diverse groups including, but not limited to, protected characteristics identified by legislation;
- (b) to the identification and revision of policies, practices, and systems shown by research to have an unfavourable effect on the recruitment, hiring, salary, retention, and promotion of members of the Academic Staff complement from diverse groups including, but not limited to, protected characteristics identified by legislation;
- (c) to recognize and support the value that diversity brings to the academic activities of the University; and
- (d) to promote and support an inclusive working climate for all Members.

R.01.2 The Parties agree that in the evaluation of candidates for initial appointment, reappointment, salary, continuing appointment, tenure and/or promotion:

- (a) the criteria used in Academic Staff Collective Agreement procedures must not systematically discriminate against any Member and shall be reviewed periodically to ensure that they do not undervalue work of any group of Members; and
- (b) Members shall not be disadvantaged by reason of career interruptions related to any ground protected by legislation.

### R.01.3 Joint Equity Committee

- (a) The parties agree that there shall be a Joint Equity Committee (JEC). The JEC will include two (2) Board and two (2) Association Members. JEC representation should be from as diverse groups as possible.
- (b) Each Party shall designate one (1) of its representatives as a co-chair.
- (c) The purpose of the JEC is to work to identify equity issues in the specific context of Academic Staff members.
- (d) The Board and the Association shall cooperate with and provide training, where appropriate, to JEC members.
- (e) The Board and the Association representatives participating in the JEC shall comply with privacy obligations established by legislation or this Collective Agreement.
- (f) The JEC shall report annually on its activities to the Board and the Association.

## R.02 Accommodation

R.02.1 The Board and the Association have an obligation to accommodate Members on any grounds protected by legislation, up to the point where it causes undue hardship to the University.

R.02.2 Accommodation is understood as any temporary or permanent measure used to remove a barrier which prevents an otherwise qualified Members from performing all or part of their normal duties to at least satisfactory performance standards. Accommodation may include, but is not limited to:

- (a) adjustments to physical workspace;
- (b) provision of tools or equipment;
- (c) modification of a Member's duties, workload, or work practices; and/or
- (d) modification of work plans, annual assessments or timing of probationary/re-appointment/continuing appointment/tenure/promotion reviews.

R.02.3 The purpose of accommodation is to promote the Member's full participation and integration into the workplace.

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Board of Governors Representative  
Dr. Chris Nicol

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ULFA Representative  
Dr. Dan O'Donnell

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Date

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Date

## Schedule S: Conclusion of Bargaining, 2018, Academic Staff Collective Agreement

- S.01** The Parties hereby agree to recommend the following package to their principals and commit to completing the ratification process for this Collective Agreement before October 31, 2019.
- S.02** The effective date for this agreement is July 1, 2018 unless specifically stated otherwise. The term of the agreement is two (2) years, from July 1, 2018 to June 30, 2020.
- S.03** The Parties mutually agree to modify the following Articles and Schedules from the July 1, 2016 Faculty Handbook as indicated in the attachments:
- S.03.1 Preamble and Objectives (becoming Article 1, Purpose and Objectives)
  - S.03.2 Article 1, Interpretation of Handbook (modified and included in Article 22, Grievance and Interpretation)
  - S.03.3 Article 2, Definitions
  - S.03.4 Article 3, Amendments (becoming Amendments and Modification of the Collective Agreement)
  - S.03.5 Article 4, Applications and Exclusions
  - S.03.6 Article 5, Recognition
  - S.03.7 Article 6, Communication and Information
  - S.03.8 Article 7, Annual Meeting (becoming Quarterly Labour/Management Meetings)
  - S.03.9 Article 8, Delegation
  - S.03.10 Article 9, Personal Files
  - S.03.11 Article 10, Courses Taught in Addition to Assigned Teaching Duties, including Summer Session Courses (becoming Courses Taught in Addition to Assigned Duties, including Summer Session Courses (Excluding Sessional Lecturers))
  - S.03.12 Article 11, Rights and Responsibilities
  - S.03.13 Article 12, Criteria for Extension of Probation, Tenure, Promotion and Salary Increments for Faculty Members
  - S.03.14 Article 15, Instructors and Academic Assistants
  - S.03.15 Article 16, Termination of Appointments

- S.03.16 Article 17, Personnel Committees, carried forward to new Agreement with Article 17.08.3 references amended from Articles "17.09.1(b) and 17.09.1(d)" to Articles "17.08.2(b) and 17.08.2(d)"
- S.03.17 Article 22, Grievance Procedure (becoming Grievance and Interpretation)
- S.03.18 Article 23, Mediation (being deleted)
- S.03.19 Article 24, Appeals of Recommendations by STP Committees and Appeal Committees
- S.03.20 Article 25, Supervision and Discipline
- S.03.21 Article 26, Termination of Appointment for Financial Emergency or Due to Program Redundancy
- S.03.22 Article 27, Holidays
- S.03.23 Article 28, Vacations
- S.03.24 Article 30, Travel Fund and Expenses (becoming Travel Fund and Expenses for Board-Assigned Travel)
- S.03.25 Article 31, Research Fund
- S.03.26 Article 32, Salary Schedules, Career Progress Increments, Merit Increments and Economic Benefits, carried forward to new Agreement with Article 32.10 deleted
- S.03.27 Article 33, Gradual Retirement & Reduced Load Status (becoming Gradual Retirement & Reduced Load Status for Members other than Sessional Lecturers)
- S.03.28 Article 34, Leaves of Absence (becoming Leaves of Absence, excluding Sessional Lecturers)
- S.03.29 Article 35, Sessional Lecturers (new Article)
- S.03.30 Schedule A, Salary Schedules and Stipends
- S.03.31 Schedule B, Economic Benefits
- S.03.32 Schedule C, Negotiation and Impasse – Resolving Procedures (being deleted)
- S.03.33 Schedule D, Grandfathering clause for Probationary Appointments, carried forward to new Agreement and re-lettered
- S.03.34 Schedule E, Copyright (becoming Assignment of Copyright)

- S.03.35 Schedule F, Professional Activities Report, carried forward to new Agreement and re-lettered
- S.03.36 Schedule G, Memorandum of Understanding: Equity Working Group (being deleted)
- S.03.37 Schedule H, Memorandum of Understanding: Code of Conduct Board of Governors Faculty Representatives (being deleted)
- S.03.38 Schedule I, Memorandum of Understanding: Academic Career Implementation, carried forward to new Agreement and re-lettered
- S.03.39 Schedule J, Daycare, carried forward to new Agreement and re-lettered
- S.03.40 Schedule K, Memorandum of Understanding: Maternity and/or Parental Leave Benefit (Articles 33.03 to 33.07) Examples
- S.03.41 Schedule L, Memorandum of Understanding: Categories of Documents (being deleted)
- S.03.42 Schedule M, Implementation of Academic Assistant/Instructor Language, carried forward to new Agreement and re-lettered
- S.03.43 Schedule N, Memorandum of Understanding: Employment Insurance (EI) Premium Reduction Rebate (being deleted)
- S.03.44 Schedule O, Memorandum of Understanding: In Tentative Resolution of Grievance Re. Lecturers (being deleted)
- S.03.45 Schedule P, Memorandum of Understanding: Implementation of Agreement to Delete 'Lecturer' as an Appointment Type (being deleted)
- S.03.46 Schedule Q, Conflict of Interest and/or Conflict of Commitment Declaration, carried forward to new Agreement, edited for Article 11 reference, and re-lettered
- S.03.47 Schedule R, Memorandum of Understanding: Diversity, Equity and Inclusion
- S.03.48 Schedule S, Memorandum of Understanding: Conclusion of Bargaining 2016 – Faculty Handbook (becoming Memorandum of Understanding: Conclusion of Bargaining, 2018, Academic Staff Collective Agreement)

- S.04** The Parties further agree to adding the following Memoranda of Understanding as Schedules to the Collective Agreement:
- S.04.1 Student Evaluations of Teaching
  - S.04.2 Harassment and Discrimination Policy
  - S.04.3 Hiring ULFA Employees as Sessional Lecturers
  - S.04.4 Grieving Administrative Suspensions
  - S.04.5 Evidence for Appeals
  - S.04.6 Academic Career Years (ACY) Resolution (edited as attached)
  - S.04.7 Merit Pools and Fund
- S.05** The Parties further agree that the Sessional Lecturers Handbook is entirely replaced by material incorporated in the Collective Agreement.
- S.06** The Parties also agree to carry out the following housekeeping changes throughout the Collective Agreement:
- S.06.1 Terms defined in Article 2 shall be capitalized throughout the Agreement.
  - S.06.2 Salary Tenure Promotion shall be abbreviated to STP except where it is first introduced.
  - S.06.3 “Dean/University Librarian” shall be replaced by “Dean”.
  - S.06.4 “Handbook” shall be replaced by “Collective Agreement” except where it refers to previous Handbooks.
  - S.06.5 “Provost and Vice President (Academic)” shall be replaced by “Vice-President (Academic)”.
  - S.06.6 Numbers shall be written in words, with parenthetical figures to follow.
  - S.06.7 Article titles that have changed shall be updated in any cross-references.
  - S.06.8 Cross-references shall be updated to continue to point to any language that has moved.
  - S.06.9 Articles and Schedules shall be renumbered to fill gaps produced by deleted Articles and Schedules.
  - S.06.10 Article numbering shall be in the format 01.01.1.a.i.



**S.07** The Parties hereby agree to complete the restructuring of the Collective Agreement as in the attached chart during the Parties' next round of negotiations (beginning in 2020), with a section applying to all Members (except where explicitly noted to the contrary), a section applying to all Members except Sessional Lecturers (except where explicitly noted to the contrary), and individual Articles that apply to specific job categories. In particular (in what follows Article numbers refer to the numbering from the 2016-18 Faculty Handbook), the Parties agree that:

S.07.1 where possible, language shall be written and included in one location, so that it applies as broadly as possible;

S.07.2 there shall be a new Article ("XX") into which the language relating to evaluation that currently appears in Articles 12, 13, 14, 15, and 21 shall be moved;

S.07.3 there shall be a new Article ("ZZ") addressing STP procedures, based on the existing Article 20.03 but written so as to apply to all such procedures wherever possible;

S.07.4 material from Articles 14 and 15 shall be merged into Articles 13, 17, 18, 19, 20, and 21 so that these Articles apply to all Members other than Sessional Lecturers, or (in the case of Article 18) to all Members; and

S.07.5 Articles 21 and 32 shall be reorganised so that Article 21 includes all information relating to increments and how these are calculated, while Article 32 includes all other information relating to salary and benefits.

**S.08** The Parties also agree that ULFA's proposals for the following Articles are re-tabled when negotiations for the 2020 bargaining year commence. These Articles are as follows:

S.08.1 "XX" (Evaluation, ULFA Proposal dated January 17, 2019),

S.08.2 "ZZ" (STP Procedures, ULFA Proposal dated January 17, 2019),

S.08.3 12 (Faculty Members), restructuring based on ULFA Proposal dated January 17, 2019, with language negotiated during the 2018-19 negotiations,

S.08.4 13 (Duties of Members, ULFA Proposal dated February 21, 2019),

S.08.5 14 (Professional Librarians, ULFA Proposal dated January 31, 2019),

- S.08.6 15 (Instructors and Academic Assistants), restructuring based on new Collective Agreement format, but including language negotiated during the 2018-19 negotiations,
- S.08.7 17 (Personnel Committees, ULFA Proposal dated February 21, 2019),
- S.08.8 18 (Appointment, ULFA Proposal dated February 21, 2019),
- S.08.9 19 (Probation and Continuing Appointment/Tenure, ULFA Proposal dated February 21, 2019),
- S.08.10 20 (Promotion, ULFA Proposal dated January 31, 2019),
- S.08.11 21 (Increments, ULFA Proposal dated January 31, 2019),
- S.08.12 29 (Intellectual Property, ULFA Proposal dated October 25, 2018), and
- S.08.13 32 (Salary Schedules and Economic Benefits, ULFA Proposal dated January 31, 2019).

**S.09** The Parties also agree that any ambiguities in the Articles listed in the previous paragraph resulting from their incomplete revision during the 2018-19 negotiations shall be resolved using the Interpretation process of Article 22, Grievance and Interpretation, until subsequent renewal Collective Agreement negotiations are concluded.

**S.10** The Board agrees to pay the Career Progress and Merit Increments specified in this Collective Agreement for the 2017/18 evaluation period only, to eligible Members, upon ratification of this Collective Agreement by the Association or July 1, 2019, whichever occurs last.

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Board of Governors Representative  
Dr. Chris Nicol

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ULFA Representative  
Dr. Dan O'Donnell

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Date

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Date