



The following Motions and Documents were considered by the GFC Executive Committee at its Tuesday, March 08, 2022 meeting:

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Agenda Title: **Proposed Changes to the Collective Agreement: appointment, promotion and dismissal procedures**

CARRIED MOTION:

THAT the GFC Executive Committee, acting on behalf of General Faculties Council, recommend that the Board of Governors approve the procedures in the Collective Agreement relating to appointment, promotion, and dismissal as set forth in Attachment 1, pending ratification by the AASUA.

FINAL Item 2

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**FINAL Item No. 2**
**Governance Executive Summary  
Action Item**

<b>Agenda Title</b>	<b>Proposed Changes to the Collective Agreement between the Governors of the University of Alberta and the Association of Academic Staff University of Alberta (AASUA)</b>
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**Motion**

<p>THAT the GFC Executive Committee, acting on behalf of the General Faculties Council, recommend that the Board of Governors approve changes to the procedures in the Collective Agreement relating to the appointment, promotion, and dismissal of academic staff as set forth in Attachment 1, pending ratification by the AASUA.</p>
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**Item**

Action Requested	<input type="checkbox"/> Approval <input checked="" type="checkbox"/> Recommendation
Proposed by	Steven Dew, Provost and Vice-President (Academic)
Presenter(s)	Steven Dew, Provost and Vice-President (Academic) Wendy Rodgers, Deputy Provost Michelle Strong, Director, Faculty Relations

**Details**

Office of Administrative Responsibility	Provost and Vice-President (Academic)
The Purpose of the Proposal is <i>(please be specific)</i>	The proposal is before the committee to act on behalf of GFC to recommend to the Board the approval of revisions to articles of the proposed collective agreement related to procedures for the appointment, promotion and dismissal of academic staff.
Executive Summary <i>(outline the specific item – and remember your audience)</i>	<p>The University of Alberta and the AASUA exchanged opening proposals for the negotiation of a renewal collective agreement on November 12, 2020. The parties met approximately 32 times and engaged in three days of mediation. The mediator issued a report on March 2, 2022, outlining recommended terms of settlement. The mediator's report refers to items previously agreed by both parties in bargaining, including the language items here relating to appointment, promotion, and dismissal that are under the authority of GFC. The recommended terms must be ratified by both parties and confirmation of ratification must be communicated to the mediator by 1:00 pm on March 9, 2022.</p> <p>The Post-Secondary Learning Act (section 22(2)) provides for GFC to approve procedures relating to the appointment, promotion and dismissal of academic staff members. As the Mediator's report refers to changes to these procedures within the collective agreement agreed by the parties in bargaining, approval is being sought from GFC.</p> <p>Section 4.1 of GFC Executive's Terms of Reference gives them the authority to act on behalf of General Faculties Council on matters that must be decided before the next regularly scheduled GFC meeting and where it is not feasible to call a special meeting of GFC. GFC Executive</p>

**FINAL Item No. 2**

	<p>Committee is asked to act on behalf of GFC in this instance in order to have the agreement ratified by the Board, ideally concurrently with the conclusion of AASUA's ratification process on March 8, 2022, but in any event no later than the mediator's deadline of 1:00 pm on March 9, 2022. Per Section 7.1 of Executive's Terms of Reference, decisions made on behalf of GFC must be reported at the next meeting of GFC.</p> <p>Attachment 1 tracks all of the changes that are being proposed to the collective agreement for ease of reference and contains explanatory notes in the margin. .</p>
Supplementary Notes and context	<This section is for use by University Governance only to outline governance process.>

**Engagement and Routing** (Include meeting dates)

	<p><u><b>Those who are actively participating:</b></u></p> <ul style="list-style-type: none"> <li>● University's Bargaining Team</li> <li>● Geoff Tierney, Lead Negotiator</li> <li>● Wendy Rodgers, Deputy Provost</li> <li>● Joseph Doucet, College Dean, College of Social Sciences and Humanities</li> <li>● Matina Kalcounis-Rueppel, College Dean, College of Natural and Applied Sciences</li> <li>● Kathleen De Long, Executive Director (Library and Museums) and Deputy Chief Librarian</li> <li>● Brian Pearson, Senior Faculty Relations Officer</li> <li>● Michelle Strong, Director, Faculty Relations</li> </ul> <p><u><b>Those who have been consulted:</b></u></p> <ul style="list-style-type: none"> <li>● President, Provost and Senior Executive Team</li> <li>● Board Human Resources and Compensation Committee</li> </ul> <p><u><b>Those who have been informed:</b></u></p> <ul style="list-style-type: none"> <li>● Board of Governors</li> </ul>
Approval Route (Governance) (including meeting dates)	<p>GFC Executive, on behalf of General Faculties Council – March 8, 2022          BHRCC – March 8, 2022          Board of Governors, March 8, 2022          General Faculties Council – March 21, 2022 (reporting for information only)</p>

**FINAL Item No. 2**
**Strategic Alignment**

Alignment with <i>For the Public Good</i>	<p><i>GOAL: <b>Build</b> a diverse, inclusive community of exceptional students, faculty, and staff from Alberta, Canada, and the world.</i></p> <p><i>OBJECTIVE 2: Create a faculty renewal program that builds on the strengths of existing faculty and ensures the sustainable development of the University of Alberta's talented, highly qualified, and diverse academy.</i></p> <p><i>OBJECTIVE 3. Support ongoing recruitment and retention of a highly skilled, diverse community of non-academic and administrative staff by enriching the University of Alberta's working environment.</i></p> <p><i>GOAL: <b>Sustain</b> our people, our work, and the environment by attracting and stewarding the resources we need to deliver excellence to the benefit of all.</i></p> <p><i>OBJECTIVE 22: Secure and steward financial resources to sustain, enhance, promote and facilitate the university's core mission and strategic goals.</i></p>	
Alignment with Core Risk Area	Please note below the specific institutional risk(s) this proposal is addressing.	
	<input type="checkbox"/> Enrolment Management <input checked="" type="checkbox"/> Faculty and Staff <input checked="" type="checkbox"/> Funding and Resource Management <input type="checkbox"/> IT Services, Software and Hardware <input type="checkbox"/> Leadership and Change <input type="checkbox"/> Physical Infrastructure	<input checked="" type="checkbox"/> Relationship with Stakeholders <input checked="" type="checkbox"/> Reputation <input type="checkbox"/> Research Enterprise <input type="checkbox"/> Safety <input type="checkbox"/> Student Success
Legislative Compliance and jurisdiction	Post-Secondary Learning Act GFC Executive Committee Terms of Reference	

**Attachment**

- Attachment 1 (page(s) 1 - 21) Proposed changes to procedures relating to the appointment, promotion, and dismissal of academic staff.

Prepared by: Michelle Strong, Director, Faculty Relations ([michelle.strong@ualberta.ca](mailto:michelle.strong@ualberta.ca)), with assistance from General Counsel and University Governance



## ATTACHMENT 1

### Proposed changes to procedures relating to the appointment, promotion, and dismissal of academic staff.

#### Notes:

Proposed amendments to the current collective agreement are denoted as follows:

- new language that has been agreed is in green bold text; e.g. **new agreed language**
- language that the parties have agreed to delete is in green bold strikethrough text; e.g. ~~**agreed to delete**~~
- additional unchanged articles included for context where necessary

### COMMON SCHEDULE

#### Article 7: Discipline

**Commented [MS1]:** Modifies procedures that could result in the dismissal of academic staff.

7.01 Initiation of actions under this Article 7 shall ~~by-be~~ guided **by** the principles set out in Appendix F.

#### Written complaints

7.02.1 Any person may make a written complaint to the Provost about alleged misconduct. The complainant shall provide a description of the act or omission.

7.02.2 The Provost may exercise discretion not to authorize an investigation if the complaint is deemed to be vexatious or frivolous. **The Provost shall provide in writing to the complainant the rationale for the decision.**

7.02.3 The use of this Article 7 is inappropriate where there are other existing dispute resolution mechanisms in this Agreement.

7.02.4 If the written complaint is not received by the Provost within 6 months of the date that the alleged misconduct became known to the complainant, the complaint shall be considered abandoned. Notwithstanding Article 7.10, where circumstances reasonably warrant, the Provost has the discretion to extend the timeline.

#### Preliminary Assessment

7.03.1 Once the Provost is aware of the alleged misconduct referenced in Article 7.02.1, the Provost shall preliminarily assess the severity of the alleged misconduct as either Level 1 or Level 2, as those terms are defined in Article 7.03.2(a) and (b), **and such assessment shall be completed within 10 days.**

7.03.2 (a) Level 1 shall mean misconduct attracting possible disciplinary action in the form of a written letter of reprimand. (It is understood that a written letter of expectation or warning are not disciplinary action.)

(b) Level 2 shall mean misconduct attracting possible disciplinary action in the form set out in 7.11.2.

- 7.03.3 If the alleged misconduct is assessed by the Provost as Level 1, the Provost may delegate to the Deputy Provost, a Vice-Provost, Dean or other appropriate administrative officer (the “designee”), **but shall not delegate to a Staff Member, including Department Chairs.** Hereinafter, for purposes of Level 1, Provost shall mean Provost or designee and for purposes of Level 2, Provost shall mean Provost or Deputy Provost.

#### **Level 1 Misconduct**

- 7.04.1 In the case of the alleged Level 1 misconduct the Provost may conduct an inquiry into the allegations of misconduct. The respondent shall, at a minimum, be provided an opportunity to know and respond **in writing and/or in person** to the allegations. The respondent, should they choose to be represented, shall only be represented by the Association. If the inquiry is not commenced within ~~two weeks~~ **15 days** of the date that the Provost is aware of the alleged misconduct, the complaint shall be considered abandoned.
- 7.04.2 If the Provost has delegated Level 1 misconduct to a designee, and if the designee reassesses the severity of the alleged misconduct as Level 2 misconduct, the matter shall be referred back to the Provost.
- 7.04.3 Following the inquiry described in Article 7.04.1, if the Provost reasonably believes that ~~discipline of the kind referenced in Article 7.03.2 (a) a letter of reprimand~~ is warranted, ~~discipline of that kind may be issued. it shall be issued as soon as reasonably possible.~~
- 7.04.4 Discipline issued in accordance with Article 7.04.3 shall be expunged from all of the respondent’s personnel files 6 months following its effective date, determined in accordance with Articles 7.16.1 and 7.16.2, provided there are no further incidents of similar misconduct within that period. Once expunged, the letter of reprimand shall never be used in any subsequent disciplinary matter nor in any grievance process.
- 7.04.5 The decision to issue discipline in accordance with Article 7.04.3 shall be subject to ~~the grievance process~~ **Arbitration pursuant to Article 7.15.1 .**

#### **Level 2 Misconduct**

- 7.05.1 ~~On acceptance of a complaint wherein the Provost~~ **Once the Provost has completed their preliminary assessment required in Article 7.03.1, and the assessment is Level 2, assesses the severity of the alleged misconduct as Level 2,** the Provost shall prepare a Notice of Complaint and send it together with a copy of the complaint to the respondent and the Association **within 10 days. At the same time, the Provost shall advise the respondent of the availability of advice from the Association. In this Notice of Complaint, the Provost shall advise the respondent of their right to meet directly with the Provost to discuss the complaint.**
- 7.05.2 The respondent, should they choose to be represented, shall only be represented by the Association at any meeting under this Article 7.

~~7.05.3 The purpose of the meeting referenced in Article 7.05.1 is to provide the respondent and the Association the opportunity to make representation to the Provost.~~

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

- 7.06.1 The Provost shall, within 10 days following the meeting with the respondent, make one of the following decisions, and so advise, in writing, the respondent, complainant and the Association.
- a) to authorize an investigation of the complaint; or
  - b) to dismiss the complaint; or
  - c) to recommend the complainant and the respondent to follow alternative dispute resolution pursuant to Articles 7.13.1 - 7.13.3.
- 7.06.2 Should the Provost dismiss the complaint, the decision of the Provost shall be binding on the parties, the respondent, and the complainant.

#### **The Investigation**

- 7.07.1 Should the Provost authorize an investigation of the complaint, the Provost shall within 10 days appoint an investigator to carry out an investigation to be completed within a reasonable time period. The investigator appointed to carry out the investigation shall be selected by mutual agreement of the parties.
- 7.07.2 The investigator shall meet with the respondent and the complainant, and shall provide the respondent and complainant the opportunity to make written submissions.
- 7.07.3 The investigator may meet with any persons that could provide information relevant to the complaint. The investigator may receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the initial letter of complaint.
- 7.07.4 Should the complainant or the respondent reside outside of the Edmonton area, the investigator may make electronic / telecommunication arrangements to obtain a reasonably complete account of all particulars relevant and in response to the complaint.
- 7.07.5 ~~The investigator may arrange to meet together with the respondent and the complainant to clarify information. Such a meeting is subject to mutual agreement of the respondent and the complainant.~~
- 7.07.6 Upon completion of the investigation, the investigator shall submit a written report to the Provost with a copy to the Association. The provost shall provide a copy to the respondent and the complainant **within 10 days. At the same time, the provost shall advise the respondent and complainant of their rights in Articles 7.08.1 - 7.09.2.**

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

- 7.08.1 The respondent and the complainant may each submit a written response to the investigator's report to the Provost, within 10 days of receipt of the report; the Provost shall send a copy of such response to the other party within 10 days of receipt.



7.08.2 Within 10 days, the respondent and the complainant may submit written rebuttals to the responses made pursuant to Article 7.08.1. The rebuttal statements under this Article 7.08.2 shall be the last submissions made unless requested otherwise by the Provost.

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

7.09.1 Prior to making a decision, the Provost shall offer to meet with the respondent and the complainant.

7.09.2 The Provost may require further investigation. If a supplementary report is submitted, a copy will be sent to the respondent, the complainant and the Association. The procedures pursuant to Articles 7.08.1, 7.08.2 and 7.09.1 (responses, rebuttals and meetings) shall apply.

#### **Extension of deadlines**

7.10 Subject to the approval of the Association, which shall not be unreasonably withheld, the Provost may extend any deadline under this Article 7, and advise the parties, complainant, and respondent in writing.

#### **Decision of the Provost**

7.11.1 **Within 20 days following the last meeting with either the respondent or complainant in accordance with Article 7.09.1 or 7.09.2, the ~~The~~ Provost shall, in writing:**

- a) dismiss the complaint; or
- b) discipline the respondent in accordance with Article 7.11.2 stating the effective date in which the discipline will be imposed. Such decision shall be binding subject to **grievance Arbitration** pursuant to Article ~~7.15.2~~ **7.15.1**; or
- c) issue such other decision as may be agreed between the parties.

7.11.2 The discipline, subject to Article ~~7.15.2~~ **7.15.1**, may include one or more of the following:

- a) a suspension with pay;
- b) a suspension without pay; or
- c) dismissal.

**7.11.2.1 Where discipline is warranted but not at the level of suspension or dismissal, a lesser form of discipline may be implemented, which shall be either a letter of reprimand that will be expunged from the member's file after 6 months or shall be an alternative form of discipline in accordance with 7.11.1(c).**

7.11.3 The discipline issued in accordance with Articles 7.11.2(a) and 7.11.2(b) shall be expunged from all of the respondent's personnel files 24 months following its effective date, provided there are no further incidents of similar misconduct within that period.

7.11.4 The Provost shall advise the complainant, respondent and the Association of the decision, in writing.

### Effect of Procedures in Alternative Forums

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

### Mediation

7.13.1 Should the Provost decide that the written complaint shows a breakdown in interpersonal relations, the Provost may recommend that the individuals concerned participate in mediation.

7.13.2 Should mediation be successful, the complainant shall notify the Provost, in writing, and no further action on the complaint shall be taken. If such a procedure is not successful, the Provost shall be so advised by the mediator. In such a case, the complaint shall revert to Article 7.06.1.

7.13.3 Proceedings under the mediation process are confidential and without prejudice and cannot, subject to Article 7.17, be used in any other proceedings.

### Communications to the Respondent

7.14 All communications under this Article 7 to the respondent shall be marked as confidential and sent to the respondent's University of Alberta email address.

### Association's Options

7.15.1 Within ~~30 days~~ **three (3) months** of receipt of the Provost's decision under **Articles 7.04.5 and Article 7.11.4**, ~~the respondent may request the Association to refer the matter to Step 3 of the grievance process, and~~ the Association may:

- a) take no action ~~on the request~~; or
- b) **by notice in writing to the Provost**, refer ~~to the grievance process~~, the decision or discipline, or both, **to Arbitration**.

7.15.2 ~~Within 30 days of receiving a request by the respondent to do so, the Association shall inform the Provost in writing whether or not it wishes to refer the decision or discipline or both to the grievance process.~~

7.15.3 ~~The Article 14 (Grievance) process applies to the decision or discipline referred to grievance under this Article 7.~~

7.15.4 It is understood that Article 7.15.1 does not preclude the parties from engaging in settlement discussions.

### Effective date of discipline

7.16.1 **Subject to Article 7.16.2**, the effective date of the discipline shall be determined by the Provost **unless the Association has decided to submit the matter to the grievance process except as may be amended by an Arbitrator.**

7.16.2 If the Association does not file for Arbitration with respect to a suspension, the suspension shall be effective no earlier than the first day following the applicable timeline for doing so under Article 14. Should the Association decide to ~~submit~~ refer a suspension ~~the matter to grievance~~ Arbitration, the effective date of the suspension shall be deferred pending, and subject to, the decision of the Arbitrator. ~~shall be determined pursuant to the findings of the grievance process or the decision of the arbitrator as the case may be. The Provost may impose an earlier date, which the Provost is empowered to do:~~

- a) ~~in cases involving suspension or dismissal, where health, safety or welfare of the University campus community is involved or the actions under review involve an immediate threat to the functioning of the University or;~~
- b) ~~in cases involving abandonment of employment.~~

**Publicity resulting from discipline case Confidentiality**

7.17 Notwithstanding Articles 7.16.2, 14, and 15, the Provost shall, in writing, advise all persons who are involved in proceedings ~~Proceedings~~ under this Article 7 of the requirement to maintain confidentiality. ~~shall be restricted and private to persons involved.~~ When discipline is imposed, ~~details of such publicity~~ shall be restricted to those persons who have a need to know about the case, including, where applicable, ~~the Supervisor or the Department Chair and the Dean or Vice-President),~~. When discipline is not imposed ~~and it becomes,~~ ~~publicity shall be restricted to that which is necessary to correct information which may have become known, upon request by the respondent and subsequent consultation with.~~ ~~When a resolution is reached in accordance with the procedures of this Article 7, both parties must agree before any publicity that refers to information provided in the process can be authorized. Prior to releasing any information beyond administrative officers of the University, the Provost shall consult with~~ the Executive Director of the Association, the Provost shall issue a correction notice in writing. ~~In the cases where discipline is not imposed, the Provost shall also consult with the respondent.~~

**Non-disciplinary suspension**

7.18 The Employer may impose on a Staff Member a non-disciplinary suspension in accordance with the Memorandum of Understanding re Non-Disciplinary Suspensions.

**Article 19: Severance**

19.02 The calculation for severance payments shall be based on complete years of service, prorated for partial years of service based on completed months; ~~and for probationary periods, shall be an all-in maximum of 12 months' salary.~~

Commented [MS2]: Related to dismissal process for unsuccessful probation.

**Elimination of Promotion Transition Zones in the Academic Faculty and FSO Salary Scales**

Eliminate the *Promotion Transition Zones* in the FSO 2, 3, and 4, and Associate Professor and Professor salary scales that was created in the so-called “transitional” MoA entitled “Transitional and Consequent Matters Arising from the May 26, 2008 MoA on Compensation” as follows:

- **Effective July 1, 2022 the Promotion Transition Zone in the Associate Professor salary scale will be eliminated.**
- **The four one-half-steps in the Promotion Transition Zone in the Professor salary scale will be eliminated over a two-year period as follows:**
  - **On July 1, 2022, the existing lowest two one-half-steps in the Promotion Transition Zone in the Professor salary scale will be eliminated.**
  - **On July 1, 2023 the remaining two one-half-steps in the Promotion Transition Zone in the Professor salary scale will be eliminated.**
  - **Thus, effective July 1, 2023, there will no longer be any Promotion Transition Zone in the Professor salary scale.**
- **The four one-half-steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated over a two-year period as follows:**
  - **On July 1, 2022, the existing lowest two one-half-steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.**
  - **On July 1, 2023 the remaining two lowest one-half-steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.**
  - **Thus, effective July 1, 2023, there will no longer be any Promotion Transition Zones in the FSO 2, 3 and 4 salary scales, respectively.**
- **Effective July 1, 2022 and continuing thereafter, faculty that are Associate Professor or Professor whose base salary (salary not including any sort of supplement) is less than Step 1.0 in the Associate Professor or Professor salary scale, respectively, will have their base salary raised to Step 1.0 in the Associate Professor or Professor salary scale, respectively.**
- **Effective July 1, 2022 and continuing thereafter, FSO that are FSO 2, 3 or 4 whose base salary (salary not including any sort of supplement) is less than Step 1.0 in the FSO 2, 3 or 4 salary scales, respectively, will have their base salary raised to Step 1.0 in the FSO 2, 3 or 4 salary scale, respectively.**

**Commented [MS3]:** Elimination of the promotion transition zone affects eligibility to apply for promotion of Academic Faculty and FSOs.

**SCHEDULE A - ACADEMIC FACULTY**

**Article A5: Probation and Tenure**

**Decision at the end of the first probationary period**

A5.03.4 FEC shall consider a recommendation under Articles A5.03.2 (b) – (d) and A5.03.3 and shall make one of the following decisions:

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

### Decisions at the end of the second probationary period

A5.04.1 In the last year of an Academic Faculty member's second probationary period, the Department Chair shall recommend to FEC in writing, with a copy to Academic Faculty member, that one of the following decisions be made:

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

A5.04.2 After considering the Department Chair's recommendations, FEC shall make one of the following decisions:

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

### Special recommendations for tenure

A5.05.1 In extraordinary cases, in years other than the last year of a probationary period, a Department Chair may recommend to FEC in writing, with a copy to the Academic Faculty member, that an Academic Faculty member be offered an appointment with tenure. In such a case, FEC shall make one of the following decisions:

- a) that the present probationary period continue; or
- b) that the Academic Faculty member be offered an appointment with tenure; and, in either case, the decision shall be final and binding.

### Severance

A5.06 An Academic Faculty member whose appointment is terminated under Articles A5.03.4(c) or A5.04.1 (b) shall be entitled to receive a severance salary payment equal to one month's salary for each year of service as a Staff Member an Academic Faculty member, to an all-in maximum of 12 months' salary.

Commented [MS4]: Clarifies severance payable when appointment is terminated due to unsuccessful probation.

## Article A6: Faculty Evaluation

A6.03.3 Faculty members shall be evaluated annually against the following standards of performance.

- a) The evaluation of performance shall ensure that, except where an Academic Faculty member has a reduced teaching assignment, performance as a teacher shall be of a major importance in the review;
- b) Performance expectations shall increase as an Academic Faculty member moves through the ranks;
- c) For the award of tenure, the Academic Faculty member must demonstrate a strong record of achievement in teaching and research, and must demonstrate on the basis of performance while on probation that ~~he/she is~~ they are capable of contributing effectively as an Academic Faculty member in all areas of responsibility; and

- d) For promotion to the rank of Professor, the Academic Faculty member must demonstrate a strong record of achievement in teaching, research, and service, including excellence in teaching and/or research, **and/or, in rare circumstances, a record of** exceptional service.

Commented [MS5]: Relates to promotion criteria.

**A6.03.4 Evaluation of teaching shall be multi-faceted and, in particular, shall not be based primarily on any one method of evaluation.** The standards for evaluation of teaching performance shall be broadly based, including course content, course design and performance in the classroom. Such evaluation may take into account information such as **statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary; reviews by peers, reviews by administrative officials and** reviews of teaching dossiers and other materials provided by the Academic Faculty member; **reviews by peers and administrative officials; comprehensive reviews of student commentary; and the frequency distribution of responses to student questionnaires.**

**A6.03.4.1 The frequency distribution of student responses will be reported only in relation to the non-numerical responses selected on questionnaires (e.g. Strongly Agree, Agree, Neutral, Disagree, Strongly Disagree) and the frequency distribution of responses will not be restricted to any single item; rather, all questions specific to the instructor will be reported.**

**A6.03.4.2 In evaluating the teaching performance of Academic Faculty members, Department Chairs and FEC shall consider that:**

- i. **Students' questionnaire ratings of instruction are influenced by numerous factors, including race, gender, accent, age, physical attractiveness, and course characteristics; and**
- ii. **Since there is no requirement for students to complete online questionnaires, the responses may not validly reflect the opinion(s) of an entire class, but only the opinion(s) of those motivated to respond;**

**and therefore,**

- iii. **student questionnaires are insufficient in measuring teaching performance, necessitating a multi-faceted approach to evaluation.**

Commented [MS6]: Provisions related to evaluation that could impact promotion or ultimately lead to dismissal for unsatisfactory performance.

### **Promotion and awarding tenure**

A6.12.1 The promotion of an Academic Faculty member and the award of tenure shall be decided by FEC following review of the Academic Faculty member's performance over the complete career.

A6.12.2 A recommendation for tenure, received by FEC in accordance with the procedures of Article A5, shall automatically include recommendation for designation as Associate Professor for those appointed as Assistant Professor.

A6.12.3 Eligibility to apply for promotion or the award of tenure is determined as follows:

- a) An Academic Faculty member appointed as an Associate Professor on probation leading to consideration for tenure as described in Article A5.01.1 and whose current salary is within one Increment of, or is higher than, the salary minimum of Professor is eligible to make a joint application for tenure and promotion to

Professor. In that event, FEC may decide not to consider an application for promotion, as the FEC deems appropriate. In that case, the FEC decision not to consider a promotion application is final and not appealable under Article A8. All other provisions of this Agreement shall continue to apply.

- b) A tenured Academic Faculty member shall be eligible to apply for promotion to the rank of Professor when their current salary is within one Increment of, or is higher than, the salary minimum of Professor.

**A6.12.3.1 Prior to submitting an application for promotion or the award of tenure, the Academic Faculty member is encouraged to consult with their Department Chair on the merits of their application.**

Commented [MS7]: Relates to promotion procedures.

A6.12.4 An Associate Professor with tenure may apply to FEC to be considered for promotion to the rank of Professor. Such application shall be sent to the FEC Chair with a copy to the Department Chair prior to the specified date for submission of materials to FEC. (See Article A6.12.6).

A6.12.5 Notwithstanding Article A6.12.3, an Academic Faculty member who is otherwise ineligible may apply for promotion if the Department Chair informs the Academic Faculty member of intention to recommend a multiple Increment or a special Increment sufficient to bring the salary of the Academic Faculty member to the salary minimum of Professor or higher and that the Department Chair will support promotion; consideration of such application by FEC shall be conditional on the award of the multiple Increment or the special Increment.

A6.12.6 FEC shall determine procedures governing applications for promotion and for the award of tenure. Such procedures shall provide for the following:

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

A6.12.7 Upon receipt of the application for promotion and documentation under Article A6.12.4, the Department Chair shall decide either to support the application for promotion **and to recommend merit Incrementation consistent with A6.12.8** or to oppose the application for promotion at the FEC **meeting hearing** and shall so advise the Academic Faculty member through the Department Chair's submission to FEC under Article A6.14.1.

## Incrementation for Promotion

A6.12.8 The salary of an Academic Faculty member who is promoted shall be ~~awarded not less than a single increment in conjunction with such promotion~~ increased by the greater of:

- i.) Incrementation concurrently awarded to the Member, which shall not be less than an Increment; or
- ii.) the amount necessary, which is greater than 3.0, to increase the salary to at least the salary minimum of the applicable rank.

~~A6.12.9 An Assistant Professor who is awarded tenure and who is promoted to the rank of Associate Professor shall be placed on the salary schedule at the salary minimum of Associate Professor unless the salary plus the increment awarded in conjunction with the award already exceeds that amount.~~

~~A6.12.10 An Associate Professor who is promoted to the rank of Professor shall be placed on the salary scale at the salary minimum of Professor unless the salary plus the increment awarded in conjunction with the award already exceeds that amount.~~

Commented [MS8]: Relates to promotion procedures

## Recommendation of the Department Chair

A6.14.1 Upon completion of the review under Article A6.13, and at least 15 days prior to the meetings of FEC, the Department Chair shall make a written submission **with sufficient rationale that allows the Academic Faculty member to understand the basis for the recommendation** to FEC with a copy to the Academic Faculty member concerning one of the following, depending on the case:

- a) a recommendation for **merit** Incrementation under Article A6.09;
- b) a statement as to whether or not the Department Chair supports an application for promotion to the rank of Professor;
- c) a recommendation under Articles A5.03.1, A5.03.2, A5.04.1 or A5.05.1

At the same time, the Department Chair shall advise the Academic Faculty member of the date of the FEC **meeting hearing**.

Commented [MS9]: Relates to promotion procedures

## Article A8: Appeals

### Hearing procedures

A8.05.10 **Subject to Article A8.05.10.1**, the order of presentation at the hearing shall be as follows:

- a) the Respondent's **case presents their case, followed by any questions from the GAC and Appellant, in that order;**
- b) ~~the Appellant's case;~~ if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;
- c) ~~rebuttal by the Respondent;~~ the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;
- d) ~~material and/or witnesses of GAC under Article A8.05.7, if any;~~ if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;



- e) ~~closing argument by the Respondent~~; rebuttal by the Respondent;
- f) ~~closing argument by the Appellant~~; rebuttal by the Appellant;
- g) closing argument by the Respondent; and
- h) closing argument by the Appellant.

**A8.05.10.1** With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.

**Commented [MS10]:** This process applies to denial of promotions and cases where dismissal could ultimately ensue for unsatisfactory performance.

### Jurisdiction of GAC

A8.07.1 GAC shall:

- a) allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
- b) dismiss the appeal.

A8.07.2 If GAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings before FEC or in proceedings before GAC, it may, nevertheless, dismiss the appeal if it finds the decision of FEC to be appropriate.

**A8.07.3** Where GAC allows the appeal, it has the power:

- a) in the case of an appeal of a decision by FEC not to offer a second probationary appointment, to award such an appointment;
- b) in the case of an appeal of a decision by FEC not to offer: an appointment with tenure upon the termination of a second probationary period; to award such an appointment or to extend the probationary period by one year (but only if such an extension has not been approved for an earlier year by FEC or GAC);
- c) in the case of an appeal of a decision by FEC to award less than ~~a single an~~ Increment ~~or no Increment~~, to replace FEC's decision with one which is more favourable to the Staff Member but such decision shall be restricted to: ~~a single an~~ Increment; a half Increment; **a three quarter Increment**; a partial Increment; or an alternative citation of ~~no Zero~~ Increment, (under Article A6.10);
- d) in the case of an appeal of a decision by FEC to award ~~no Zero~~ Increment, to uphold the decision to award ~~no Zero~~ Increment but GAC may change any identification as to meaning in the decision made under Article A6.10 to any other identification more favorable to the Appellant; and
- e) in the case of an appeal of a decision by FEC not to promote, to promote. ~~If FEC had awarded the Appellant less than a single Increment at the same time, the decision of GAC shall include the award of a single Increment. In conjunction with promotion, the Academic Faculty member's salary shall be increased in accordance with Article A6.12.8.~~

**Commented [MS11]:** Related to process for promotion awarded through GAC appeal.

### Notice and Severance

A10.34 The period of notice to individual Academic Faculty members may vary depending on the need to complete teaching commitments in the Program.

- a) Notice of layoff shall be not less than 9 months **from the date on which the Academic Faculty member is advised, in writing, of the decision to lay-off the Academic Faculty member.**
- b) An Academic Faculty member who resigns before the end of a notice period shall receive not less than 9 months' salary.

- c) An Academic Faculty member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice.
- d) ~~The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement.~~

A10.35 An Academic Faculty member who is laid off shall receive a severance payment (in months of salary) of  $18.67 - N$ , where N is the number of months of notice as follows:

- a) the minimum severance payment shall be 9 months' salary
- b) The maximum severance payment shall be 15 months' salary.

Commented [MS12]: Related to process of layoff resulting from academic reorganization.

## SCHEDULE B - FACULTY SERVICE OFFICERS

### Article B5: Probation and Continuing Appointment

#### Severance

B5.04 If an FSO Member is not offered a Continuing Appointment (after appeal procedures, if any) the FSO Member shall receive a severance payment equal to one month's salary for each year of service as ~~a Staff Member an FSO member, to an all-in maximum of 12 months' salary.~~

Commented [MS13]: Clarifies severance payable when appointment is terminated due to unsuccessful probation.

### Article B6: Evaluation

#### Promotion and awarding Continuing Appointment

B6.12.1.1 ~~Prior to submitting an application for promotion, the FSO Member is encouraged to consult with their Department Chair on the merits of their application.~~

Commented [MS14]: Relates to the procedure for promotion.

#### Recommendation of the Department Chair

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

Commented [MS15]: Relates to the procedure for promotion.

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

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

## Article B8: Appeals

### GAC membership

B8.02.1 Appeals under this Article B8 shall be heard by a committee to be known as GAC, the membership of which shall be:

- a) the Provost, or designate as Chair;
- b) three ~~tenured Academic Faculty~~ Continuing Appointment FSO Members selected by the Provost from the list established in accordance with Article B8.02.2, none of whom shall be from the same Faculty as the Appellant; and
- c) subject to Article B8.02.3, two FSO Members selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant, **if possible (and if not possible, from a different Faculty).**

B8.02.2 The list referenced in Article B8.02.1 (b), shall consist of at least 12 ~~tenured Academic Faculty members~~ Continuing Appointment FSO Members who shall be appointed jointly by the President and the President of the Association. Membership on the list shall be for a term of 3 years, staggered, and a member may be reappointed. Selection of the 3 ~~Academic Faculty members~~ Continuing Appointment FSO Members to serve on a GAC shall be on a rotation basis, provided that if a Staff Member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.

Commented [MS16]: Appeals to GAC could be in relation to denials of promotion and cases where dismissal could ultimately ensue for unsatisfactory performance

### Hearing procedures

B8.05.10 **Subject to Article A8.05.10.1**, the order of presentation at the hearing shall be as follows:

- a) the Respondent's **case presents their case, followed by any questions from the GAC and Appellant, in that order;**
- b) ~~the Appellant's case;~~ **if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;**
- c) ~~rebuttal by the Respondent;~~ **the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;**
- d) ~~material and/or witnesses of GAC under Article A8.05.7, if any;~~ **if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;**
- e) ~~closing argument by the Respondent;~~ **rebuttal by the Respondent;**
- f) ~~closing argument by the Appellant;~~ **rebuttal by the Appellant;**
- g) **closing argument by the Respondent; and**
- h) **closing argument by the Appellant.**

B8.05.10.1 **With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.**

Commented [MS17]: Appeals to GAC could be in relation to denials of promotion and cases where dismissal could ultimately ensue for unsatisfactory performance.

## Article B10: Academic Reorganization

### Notice and Severance

B10.34 The period of notice to individual FSO Members may vary depending on the need to complete teaching commitments in the Program.

- a) Notice of layoff shall be not less than 9 months **from the date on which the FSO Member is advised, in writing, of the decision to lay-off the FSO Member.**
- b) An FSO Member who resigns before the end of a notice period shall receive not less than 9 months' salary.
- c) An FSO Member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice.
- d) ~~The salary paid during a period of notice plus the severance shall not exceed the regular salary payable between the date of notice and normal retirement.~~

Commented [MS18]: Related to process of layoff resulting from academic reorganization.

## SCHEDULE C - LIBRARIANS

### Article C5: Probation and Tenure

C5.04.2 After considering the Supervisor's recommendations, the LEC shall make one of the following decisions:

- a) that an appointment with tenure be offered to the Librarian; or
- b) that the probationary period be extended by a period not exceeding one year, but only if such a decision has not been made before; or
- c) that no further appointment be offered to the Librarian.

C5.04.3 LEC decisions shall be made in accordance with the procedures of Article C6.

#### Termination during probation

C5.05.1 A Supervisor may recommend to the Chief Librarian, and the Chief Librarian may recommend to the Provost that the probationary appointment of a Librarian be terminated by giving one month's notice of such termination. The Provost shall provide the Librarian an opportunity to respond to the recommendation. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.

C5.05.2 A Librarian whose appointment is terminated under Articles C5.04.2 or C5.05.1 shall be entitled to **receive** a severance payment equal to one month's salary for each year of service as a **Librarian Staff Member, to an all-in maximum of 12 months' salary.**

Commented [MS19]: Clarifies severance payable when appointment is terminated due to unsuccessful probation.

### Article C8: Appeals

#### GAC membership

C8.02.1 Appeals under this Article C8 shall be heard by a committee to be known as GAC, the membership of which shall be:

- a) the Provost, or designate as Chair;
- b) ~~two tenured Academic Faculty members selected by the Provost from the list established in accordance with Article C8.02.2; and~~
- c) ~~subject to Article C8.02.3, 3-5~~ tenured Librarians selected jointly by the President and the President of the Association, for the particular case at hand.

~~C8.02.2 The list referenced in Article C8.02.1(b), shall consist of at least 12 tenured Academic Faculty members who shall be appointed jointly by the President and the President of the Association. Membership on the list shall be for a term of 3 years, staggered, and a member may be reappointed. Selection of the two Academic Faculty members from the list to serve on a GAC shall be on a rotation basis, provided that if an Academic Faculty member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.~~

Commented [MS20]: Appeals to GAC may be in relation to cases where dismissal could ultimately ensue for unsatisfactory performance.

### Hearing procedures

C8.05.10 Subject to Article C8.05.10.1, the order of presentation at the hearing shall be as follows:

- a) ~~the Respondent's case~~ presents their case, followed by any questions from the GAC and Appellant, in that order;
- b) ~~the Appellant's case~~; if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;
- c) ~~rebuttal by the Respondent~~; the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;
- d) ~~material and/or witnesses of GAC under Article C8.05.7, if any~~; if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;
- e) ~~closing argument by the Respondent~~; rebuttal by the Respondent;
- f) ~~closing argument by the Appellant~~; rebuttal by the Appellant;
- g) closing argument by the Respondent; and
- h) closing argument by the Appellant.

C8.05.10.1 With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.

Commented [MS21]: Appeals to GAC may be in relation to cases where dismissal could ultimately ensue for unsatisfactory performance.

### Article C11: Financial Emergency

C11.33.3 If the Librarians opt under Articles C11.33.1.(b) or C11.33.1.(c) (with layoffs) in the vote under Article C11.34, the Provost shall determine the specific Librarians to be laid-off.

C11.33.4 The Provost shall advise the Librarians affected, in writing, with a copy to the Association.

C11.33.5 Severance and notice for Librarians who are laid-off under Articles C11.33.3 and C11.33.4 shall be 3 months' notice and one month salary for each year of service with a minimum of 3 months and a maximum of 12 months. The termination date ~~shall not be earlier than 3 months after the deadline for application under Article C11.17 (which shall be the equivalent of the notice period) but the specific date shall be determined by the Provost~~ shall not be less than 3 months from the date on which the Librarian is advised, in writing, of the decision to lay-off the Librarian.

Commented [MS22]: Clarification of effective date of termination resulting from a financial emergency.

## SCHEDULE D - ACADEMIC TEACHING STAFF

### Article D1: Appointments

#### Conversion of Contract Status

D1.07.3 Subject to Article D1.07.4, an ATS Member who has been appointed to a minimum of two consecutive appointments at the contract status of T12 will have the contract status of a third appointment to T12 converted to a Career Status appointment, provided:

- a) the two original appointments cover a continuous appointment period of at least 9 years in the aggregate; and
- b) all 3 appointments are/were functionally of the same profile and made within the same Department; and
- c) upon acceptance of the third appointment, the ATS Member shall have this appointment converted makes a request for the conversion in writing to the Department Chair, accompanied by providing the Department Chair appropriate supporting material evidencing eligibility as defined by Articles D1.07.3(a) and (b).

Commented [MS23]: Clarification of effective date of termination resulting from a financial emergency.

### Article D7: Unsatisfactory and Unacceptable Performance

#### Unsatisfactory Performance for Fixed-Term Status

~~D7.02.1 The appointment contract of an ATS Member with Fixed-Term Status who has received a designation of unsatisfactory performance may be terminated.~~

D7.02.2 An ATS Member with Fixed-Term Status with unsatisfactory performance shall have recourse as follows:

- a) where evaluated by the Department Chair; to the Dean, whose decision shall be final and binding; or
- b) where evaluated by ATSEC; to the Provost, whose decision shall be final and binding.

#### Termination of Fixed-Term Status Appointments for Unsatisfactory Performance

~~D7.02.2.1 The appointment contract of an ATS Member with Fixed-Term Status who has received a designation of unsatisfactory performance may be terminated.~~

D7.02.3 In the case of unsatisfactory performance for an ATS Member with Fixed-Term Status, where the decision is termination, the appointment contract shall terminate on the:

- a) date stipulated in the Letter of Appointment for Term status;
- b) full-time workload end-date for TR status (e.g. appointment period of July 1 to June 30 and full-time workload occurs September 1 to April 30, the contract shall terminate on April 30); or
- c) next end-date within the annual appointment period for T12 status (e.g., appointment period of July 1 to June 30, the contract shall terminate on June 30).

D7.02.4 Before making the determination under Article D7.02.3 to terminate the appointment of an ATS Member with unsatisfactory performance, the Department Chair or the ATSEC

Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.

D7.02.5 In the event of a termination in accordance with Article D7.02.3(b), the ATS Member shall be provided with written notice from the Department Chair or the ATSEC Chair to terminate the appointment. The Association shall be present when the ATS Member receives the written notice.

Commented [MS24]: Deals with termination for unsatisfactory performance.

## SCHEDULE E - TRUST RESEARCH ACADEMIC STAFF (TRAS)

### Article E5: Probation

E5.01.1 Initial appointments of more than one year shall include a probationary period of 6 to 12 months. The length of the probationary term will be clearly stated in the Letter of Appointment.

E5.01.2 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Trustholder to properly manage the TRAS Member's progress during a probationary period. In this regard, the Trustholder and the TRAS Member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with the Position Description. **The Position Description shall not be changed during the probationary period.**

E5.01.3 During the probationary period the Trustholder will provide the TRAS Member with periodic assessments of the TRAS Member's performance, **normally occurring at 3-month intervals.** If termination during the probationary period is contemplated, the Trustholder will provide written documentation regarding the assessment provided.

Commented [MS25]: Deals with possible termination resulting from unsuccessful probation period.

### Article E10: Lay-Off

#### Notice and Pay-in-lieu of Notice

E10.03.1A **full-time** TRAS Member with a Fixed-Term Appointment laid-off during the term of their Appointment (i.e.: not at the normal end date) will receive at least one month's formal notice of layoff and will be entitled to pay-in-lieu of notice in the amount of two months' salary.

E10.03.2A **full-time** TRAS Member with a Renewable Term Appointment who will be laid-off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of **employment service** at the University of Alberta, to a maximum payment of 9 months' salary. **Pay-in-lieu of notice shall be pro-rated for partial years of service based on completed months.**

E10.03.3A **full-time** TRAS Member with multiple Fixed-Term Appointments which cumulatively exceed 6 continuous years with no breaks in service and who will be laid-off during the term of their Appointment (i.e. not at the normal end date) will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of **employment service** at the University of Alberta, to a maximum payment of 9 months' salary. **Pay-in-lieu of notice shall be pro-rated for partial years of service based on completed months.**

E10.03.4A TRAS Member with a Career Appointment is subject to termination, with one year's notice. If the funding source allows it, instead of the one year's notice, the TRAS Member and the Trustholder may mutually agree that the TRAS Member who will be laid off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of **employment service** at the University of Alberta, to a maximum payment of 9 months' salary. **Pay-in-lieu of notice shall be pro-rated for partial years of service based on completed months.**

E10.03.5 ~~Part-time TRAS Members who are laid off will be dealt with fairly on a case by case basis.~~

Commented [MS26]: Changes related to layoff process.

## SCHEDULE F - ADMINISTRATIVE AND PROFESSIONAL OFFICER (APO)

### Article F5: Probation and Continuing Appointment

F5.01.1 In exercising the responsibility under Article F1.01.2, the Vice-President shall make appointments in accordance with this Article F5.

F5.01.2 An APO Member shall be appointed to a probationary appointment unless the Vice-President approves a Continuing Appointment.

F5.01.3 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Supervisor to properly manage the APO Member's progress during a probationary period. In this regard, the Supervisor and the APO Member shall ensure they each have a clear understanding of the position expectations in accordance with the job description.

F5.01.4 The probationary appointment for an APO Member who is appointed for the first time under this **Agreement Schedule F** shall normally be for a period of **two years up to one year**. **For any subsequent appointment under this Schedule F, an APO Member who has either successfully completed a probationary period or who was not required to serve a probationary period shall not serve another probationary period. An APO Member shall be appointed to a two-year probationary period only once during their continuous employment under this Agreement.**

~~F5.01.5 An APO Member with a Continuing Appointment who is appointed to another position under this Agreement shall serve a reduced probationary period, as follows:~~

- ~~a) Up to and including 7 years of service under this Agreement, a probationary period of up to 12 continuous months;~~
- ~~b) Longer than 7 years of service under this Agreement, a probationary period of up to 6 continuous months.~~

Commented [MS27]: Modifies probation period upon initial appointment and subsequent appointments.

### Article F10: Reorganization

#### Notice and Severance

F10.04.1 The effective date of the lay-off shall not be less than 3 months from the date on which the APO Member is advised, in writing, of the decision to lay-off the APO Member.

F10.04.2 The APO Member shall receive a severance payment of one month's salary for each year of **employment service at the University**, with a minimum payment of 3 months'



salary and a maximum payment of 12 months' salary. The effective date of the lay-off and the date for determining length of service and rate of salary shall be the last day of the notice period under Article F10.04.1.

Commented [MS28]: Related to layoff procedure resulting from reorganization.

## Appendix F.6: ~~Interpretation of~~ Guideline for Article 40 F:10 Reorganization

The following is a ~~formal interpretation of guideline for~~ Article F10: **Reorganization** with respect to its application where two or more Departments merge, where there are APOs in the Departments being merged and where it is intended to create at least one APO position in the new merged Department. ~~This interpretation has been approved under the provisions of Article 28 of the 1995 APO Agreement.~~

### Interpretation

1. Each APO position in the Departments merged shall be eliminated under Article F10.01(a) ("that the position is no longer required").
2. The procedures of Articles ~~F10.02~~ **F10.02.1 - F10.02.5** shall apply **and all laid off APO members shall be entitled to notice and severance pay and any other entitlements in F10.04.1 - F10.05.**
3. If a new APO position is to be established in the newly merged Department, the incumbent APO Members in the Departments merged shall **automatically be invited to apply as** candidates for appointment to the new position **and the appropriate Vice-President shall so advise them**, in writing.
4. The competition for the new position will initially be restricted to APO Members from the Departments merged.
5. If there are no qualified candidates from the group under paragraph 4, above, the competition will be opened to other APO Members on campus and to outsiders.
6. Selection of the candidate will be in accordance with normal selection procedures.
7. **APO Members who decline the invitation to apply or who are** unsuccessful candidates who were from the Departments merged will be granted **notice and severance pay and other entitlements** under Article ~~F10.04~~ **F10.04.1 - F10.05.**
8. ~~Notwithstanding the foregoing, an APO from the Departments merged may not wish to be considered in the application of these procedures and, rather, be granted the severance associated with termination. In such an event, the APO may so apply to the appropriate Vice-President. The Vice-President shall consult with the Association and with appropriate administrative officers and may either~~
  - a) ~~approve the request, thereby authorizing the payment of a severance allowance whether or not other APO Members are eligible for the competition (which will be the normal case) or~~
  - b) ~~deny the request where the needs of the University can best be met, in the opinion of the Vice-President, by having the APO Member remain as a~~

~~candidate.~~

Commented [MS29]: Related to layoff procedure resulting from reorganization.

## SCHEDULE G - TEMPORARY LIBRARIAN, ADMINISTRATIVE AND PROFESSIONAL STAFF OFFICER (TLAPS) (TLAPO)

### Conversion

G2.03.1 A TLAPS TLAPO Member who has served 6 continuous years of full-time employment whether in a rolling term or in successive term appointments shall have their current appointment converted ~~be considered by their Supervisor for conversion of their current appointment~~ to a (continuing) APO appointment, performing the same duties. ~~A decision of the Supervisor may be appealed to the appropriate Vice President whose decision shall be final and binding.~~

G2.03.2 The application of Article G2.03.1 shall not require the TLAPS TLAPO Member to serve any probationary period ~~if when~~ their TLAPS TLAPO Member appointment is converted to a continuing APO appointment.

Commented [MS30]: Modifies process for conversion of temporary appointment to continuing appointment.