

UNIVERSITY OF ALBERTA

ACADEMIC TEACHING STAFF AGREEMENT

July 2017

Pursuant to the *Memorandum of Understanding Concerning Comprehensive Collective Bargaining and Strike/Lockout Activity* reached between the University and the Association in June 2016, the Parties agree that the next round of collective bargaining between the Board and the Association shall require the adoption of a single, comprehensive collective agreement covering all staff members of the Association, replacing the seven academic Agreements currently in effect.

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Recital

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

AND WHEREAS The Association of the Academic Staff of the University of Alberta, acting on behalf of each staff member pursuant to section 85 of the *Post-Secondary Learning Act* (Alberta);

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

Preamble

This Academic Teaching Staff (ATS) Agreement includes provisions for academic performance evaluation and a career progression model that institutionalizes best practices that have been in place for many years in several Faculties for the hiring of contingent Academic Staff. This Agreement provides the tools to recognize and reward educational leadership, curriculum development and outstanding teaching.

The creation of a teaching-intensive career path within the ATS Agreement at the University of Alberta validates our conviction that all academic work is highly regarded. The entire University community benefits when teaching-intensive colleagues are acknowledged as essential partners in the scholarly activities of the University by augmenting, strengthening and supporting the role of their Academic Staff colleagues in carrying forward the University's mission/goals.

Article 1: Definitions and Abbreviations

- 1.1 "Acting" when referring to an officer of the University of Alberta (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.
- 1.2 "Administration Advisor" means a University employee with duties associated with advising under academic agreements.
- 1.3 "Agreement" means this Agreement.
- 1.4 "Association" means the Association of the Academic Staff of the University of Alberta.
- 1.5 "Board" means the Governors of the University of Alberta.
- 1.6 "Day" or "Days" means Monday through Friday, but does not include a day when the University buildings are closed. Reference in this Agreement to week, month and year shall refer to the calendar period.
- 1.7 "Dean" means a University employee who "has general supervision over and direction of the academic work and instructional staff of the Faculty and of the officers and employees employed in connection with that work, and has the other powers, duties and functions that are assigned to the dean by the president" pursuant to Section 21(2) of the *Post-Secondary Learning Act* (Alberta).
- 1.8 "Delegation" means an authorization in writing to perform a task or tasks required by this Agreement.
- 1.9 "Department" means the academic unit of a Faculty, established as such by the Board.

- 1.10 “Department Chair” means the administrative head of a Department reporting to the Dean. Responsibilities assigned in this Agreement to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no Departments.
- 1.11 “Faculty” means the academic unit of the University established as such by the Board of Governors pursuant to Section 19(e) of the *Post-Secondary Learning Act* (Alberta).
- 1.12 “Faculty Council” means the council created by that name pursuant to Section 28(2) of the *Post-Secondary Learning Act* (Alberta); for the purposes of this Agreement voting on decisions required by this Agreement shall be restricted to the academic staff members in the Faculty.
- 1.13 “President” means the President and Vice Chancellor of the University.
- 1.14 “Provost” means the Provost and Vice President (Academic) of the University. The Provost is the Chief Operating Officer and Senior Vice President.
- 1.15 “Senior Officer” means a staff member appointed under the Faculty Agreement who has also been appointed to an administrative position including Vice-Provost, Deputy Provost, Vice-Dean, Associate Dean or Department Chair.
- 1.16 “Staff member” means a person who has been appointed under this Agreement to a position with teaching and/or teaching-related responsibilities (in accordance with Article 7) on the academic staff of the University (where teaching shall involve University credit courses) and where the funding source permits payment of such responsibilities.
- 1.17 The following abbreviations are used in this Agreement:
- a) ARC means the Agreement Review Committee created in Article 5;
 - b) GFC means the General Faculties Council of the University; and
 - c) ATS Evaluation Committee or ATSEC means the Academic Teaching Staff Evaluation Committee established in Article 10.
- 1.18 “University” means the University of Alberta.

Article 2: Term of Agreement and Agreement Review Committee

- 2.1 This Agreement is binding upon the Board, the Association, and each staff member.
- 2.2 This Agreement expires on June 30, 2018 (the “Expiration Date”), however, if notice to bargain is not given in accordance with 17.02, the Expiration Date of this Agreement shall be deemed to be extended by one year.
- 2.3 There shall be no strike or lockout during the term of this Agreement.
- 2.4 Minor editorial corrections in this Agreement, or to any of its Appendices, may be made by mutual agreement of the parties during the term without ratification by the Association and the Board, provided that such changes are reduced to writing and executed by the signing officers of the parties to this Agreement. Any other changes made by mutual agreement of the parties during the term shall be subject to ratification.

Agreement Review Committee (ARC)

- 2.5 There shall be an ARC which shall:
- a) consider and reach agreement on interpretations to this Agreement (Article 26); and
 - b) serve as a joint reference body for consideration of matters which affect the contracts of staff members.
- 2.6 The ARC shall consist of 4 members appointed by the Board and 4 members appointed by the Association. The Board and the Association may vary their members from time to time and for

particular matters under consideration. Each Party shall inform the other in writing of the names of its appointed members and of changes thereto.

- 2.7 The Board and the Association shall each have one vote on ARC.
- 2.8 Matters referred to ARC under Article 2.5 (b) may be brought forward by the Provost or by the President of the Association.
- 2.9 ARC shall meet as frequently as necessary to consider matters proposed by either the Board or the Association.
- 2.10 Both the Board and the Association may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.
- 2.11 Decisions reached by ARC shall be binding on the Board and the Association and on individual staff members.

Article 3: Academic Freedom and Access to Information

Academic Freedom

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

Access to Information

- 3.5 A staff member shall have access, with reasonable notice, to the records of all personal information pertaining to the staff member, except:
 - a) to confidential evaluations regarding the staff member's application for employment;
 - b) to confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of Article 9, 10 and 11;
 - c) to portions of the record that would not be released under the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 3.6 The staff member may request of the custodian of files that the staff member be permitted to examine the staff member's personal files in that office. Such examination shall be during working hours. During the examination, the staff member shall be accompanied by the custodian, or delegate. The staff member shall not remove the file from the office, and subject to 3.7 and 3.8, shall not change anything in the file.

Right to Correct Information

- 3.7 A staff member may request that information in a record pertaining to the staff member be corrected.

- 3.8 If the information in the record is opinion, the staff member may submit an annotation which shall be linked to a record. If a request that information in a record be corrected is not accepted, the staff member may submit an annotation which shall be linked to the record.

Article 4: Association Recognition

- 4.1 In accordance with the provisions of 60(2) of the *Post-Secondary Learning Act (Alberta)*, a staff member becomes a member of the academic staff, and a member of the Association, on the date of appointment.
- 4.2 Association dues shall be deducted from the staff member's salary and shall be remitted to the Association.
- 4.3 A staff member may, annually in writing, request the appropriate University officer to remit amounts otherwise payable as Association dues to a program which is related to and administered by the University. The specific cause shall be selected from time to time by the executive of the Association and the Provost.
- 4.4 The Parties to this Agreement agree that the following persons shall not be included as a staff member and a member of the Association:
- a) persons whose appointment is full-time or part-time for an appointment period of less than 4 months;
 - b) persons where duties consist of teaching less than the equivalent of a three-credit course or where duties are teaching-related for a commitment of less than 14 hours per week;
 - c) persons who carry out teaching and/or teaching-related responsibilities under the terms of either the non-academic staff or graduate student collective agreements;
 - d) persons who carry out teaching and/or teaching-related responsibilities in non-credit courses;
 - e) persons who report directly to the President or a Vice-President;
 - f) persons who are part-time and who are practising physicians, dentists or lawyers; and/or
 - g) persons who do not receive University remuneration for the services performed.

Article 5: Delegation

- 5.1 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of this Agreement (with the power to sub-delegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article 6 – Appointments – delegation to the Dean;
 - b) Article 9 – Probationary Period – delegation to the Department Chair and Dean;
 - c) Article 10 – Evaluation – delegation to the Department Chair, ATSEC and Dean;
 - d) Article 11 – Unsatisfactory and Unacceptable Performance – delegation to the Department Chair, ATSEC, Dean and Provost
 - e) Article 12 – Notice Period and Layoff – delegation to the Department Chair and Dean;
 - f) Article 13 – Complaints – delegation to the Department Chair, Dean and Provost.
- 5.2 The authority of any party described in this Article to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, orders, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- 5.3 Any of the responsibilities assigned to a Senior Officer under this Agreement may be delegated to another Senior Officer subject to approval in writing by the:
- a) Dean if those responsibilities are assigned to a Vice-Dean, Associate Dean, Department Chair or ATSEC;
 - b) Provost if those responsibilities are assigned to a Dean; and

- c) President of the University if those responsibilities are assigned to the Provost.
- 5.4 The President of the Association may delegate any responsibility to another member of the executive of the Association or the Executive Director of the Association.
- 5.5 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council under this Agreement to such persons or groups designated by the Faculty Council.
- 5.6 All delegations of responsibility and revocations of delegation under this Article shall be in writing.
- 5.7 If, in this Agreement, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article 6: Appointments

(Refer to Appendix A which provides a Summary for ease of use of Articles 6, 8, 9 and 10)

- 6.1 In this Article, the following definitions shall be used:
 - a) a staff member shall receive an appointment through a Letter of Appointment in accordance with 6.2 and the appointment shall be specified either as full-time or as part-time (with the appropriate full-time equivalent indicated);
 - b) a staff member's appointment shall be to a position;
 - c) the general duties of the position shall be set out in a position profile which shall be attached to the Letter of Appointment and which:
 - i. shall be subject to change in accordance with Article 10.12;
 - ii. shall establish the necessary professional and educational qualifications required for the position;
 - iv. shall include a description of the workload with respect to course assignments;
 - v. shall include other teaching and/or teaching-related responsibilities and duties as assigned by the Department Chair such as supervisory and administrative responsibilities; and
 - vi. may include responsibilities related to research and other scholarly activities and service.
 - d) the contract status of Career or Term or Instructor in accordance with Article 6.5 of a staff member's appointment shall be stated in the Letter of Appointment;
 - e) the staff member shall be appointed to a rank in accordance with Article 6.7; and
 - f) the staff member may be appointed with a probationary period in accordance with Article 9.
- 6.2 A Letter of Appointment to a full-time or part-time position, following the template outlined in Appendix B and duly executed by the Dean and the staff member, shall confirm the appointment of a staff member.
- 6.3 The appointment of a staff member shall commence on the date set in the duly executed Letter of Appointment, in accordance with Article 6.2.
- 6.4 A staff member who is appointed to multiple part-time positions should advise each Department Chair of their other University position(s) in order for the staff member and the Department Chairs to coordinate the workload assignment and potential Benefits (Article 19) for the staff member.

Contract Status

- 6.5 The appointment of a staff member shall be with the contract status of:
- a) Career Status – where the appointment to a full-time or part-time position does not include an appointment period (or a specific end date) but is subject to termination in accordance with Article 12.
 - b) Term Status – where the appointment to a position is for a defined appointment period (with a specific end-date) and will be categorized as one of the following:
 - i. Term 12 – where the appointment is to a full-time or part-time position for an appointment period of 12 months to a maximum of 6 years; that is, the Letter of Appointment will include a defined appointment period of 12 months to a maximum of 6 years;
 - ii. Term 8R (Recurring Term) – where the appointment is to a full-time position ONLY for an appointment period from 24 months to a maximum of 6 years, BUT where the staff member's full-time workload occurs in 8, 9, 10 or 11 months within each year of the appointment period and the inactive period will be the remainder of the months within each year; that is, the Letter of Appointment will include a defined appointment period from 24 months to a maximum of 6 years but will also include the start and end dates of the full-time workload and the start and end dates of the inactive period (period of leave without pay) within each year;
 - iii. Term 8 – where the appointment is to a full-time or part-time position for a period of 8 months to a maximum of less than 12 months; that is, the Letter of Appointment will include a defined appointment period of 8 months to a maximum of less than 12 months.
 - c) Instructor Status – where the appointment is to a full-time position for an appointment period of less than 8 months or to a part-time position for an appointment period of less than 12 months.
- 6.6 For Term Status appointments:
- a) the appointment of a staff member shall end on the date stipulated in the Letter of Appointment without the need for further notice or severance from the University;
 - b) a staff member may receive subsequent appointment(s) with Term Status, each to a maximum appointment period of 6 years, or may receive a subsequent appointment with Career Status;
 - c) the appointment of a staff member with Term 12 status shall include provisions for layoff in accordance with Article 12.

Ranks

- 6.7 In accordance with Article 10.12 (b), a staff member shall be appointed to a position at the rank of:
- a) Full Lecturer;
 - b) Associate Lecturer;
 - c) Assistant Lecturer; or
 - d) Instructor.

Special Conditions

- 6.8 A Dean or the Provost may appoint a staff member with special conditions which are at variance with the terms of this Agreement provided:
- a) the variations are in writing and are included in or appended to the Letter of Appointment; and
 - b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.

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

Basic Conditions

- 6.10 A staff member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.
- 6.11 A staff member shall be provided with the University identification card (the ONEcard) and library and computing privileges in accordance with the related policies, procedures and protocols of the University, as amended from time to time. With the recognition that policies and procedures are dynamic documents that are reviewed and revised regularly based on numerous factors, the Association shall be consulted on policy and procedure related to identification cards and library and computing privileges. Appendix C sets out University Library Privileges for staff members.

Advertising of Positions

- 6.12 Recruitment, including the advertising of positions, shall be conducted in accordance with the policies, procedures and protocols of the University, as amended from time to time.
- 6.13 Notwithstanding Article 6.12 above, prior to advertising positions available with the status of Career, Term 12 and Term 8R, a Department Chair shall notify current staff members with the status of Career, Term 12, Term 8R and Term 8 of such positions and:
- a) provide those staff members with the opportunity to indicate their interest in the positions available.
 - b) shall first consider and appoint current staff members to the positions available in accordance with the following factors:
 - i. academic qualifications in accordance with the position profile;
 - ii. qualifications to perform the required duties;
 - iii. quality and effectiveness of previous service as determined by annual evaluation (Article 10); and
 - iv. length of service (which shall be the determining factor only where all the other factors are relatively equal).

Cancellation and Reassignment of Courses

- 6.14 In the event that a Department Chair cancels a course for which an Instructor has been appointed, the staff member shall be paid a cancellation stipend of:
- a) \$100 if the notice of cancellation is given less than four weeks prior to the scheduled start of classes; or
 - b) \$200 if the notice of cancellation is given after the start of classes; the staff member shall also be paid salary earned from the date the appointment takes effect to the date of cancellation.
- 6.15 After an initial assignment, in the event that a course requiring new preparation is assigned, an Instructor shall be paid a stipend of \$100 if the notice of reassignment is given within one week of the scheduled start of classes.
- 6.16 In the event that a course is cancelled for which a staff member with a full-time Career or full-time Term Status appointment has been assigned, the staff member shall retain the workload and salary in accordance with the Letter of Appointment and shall be assigned suitable alternative work or a special project (course revisions, manual updates, other course support) for that teaching term.

Article 7: Responsibilities to the University

- 7.1 A staff member under this Agreement shall be a scholar who has teaching and/or teaching-related responsibilities as their primary academic responsibility.
- 7.2 The general duties of a staff member shall be specified in the position profile. Specific responsibilities shall be assigned by the Department Chair.

Teaching and/or Teaching-Related Responsibilities

- 7.3 A staff member shall demonstrate scholarship and remain current and competent in the discipline or profession in which the staff member is appointed.
- 7.4 The Department Chair shall assign to each staff member specific teaching and/or teaching-related responsibilities.
- Staff member shall include, but is not limited to those:
- a) delivering distance and web-based courses;
 - b) developing curriculum and designing courses;
 - c) supervising honors program undergraduate students and those supervising the work of graduate students;
 - d) engaged in teaching-related administrative duties (such as curriculum coordination and staff supervision);
 - e) engaged in practicum supervision;
 - f) coaching athletic teams; and
 - g) delivering clinical instruction for the Dental Hygiene program.
- 7.5 A staff member may decide on specific course content and instructional methodology, recognizing the approved course description and academic policy approved by the Department, the Faculty and the University.

Research and Other Scholarly Activities

- 7.6 In particular circumstances and in addition to teaching, research and other scholarly activities responsibilities (including a role as a Principal Investigator) may be included in the position profile of the staff member.
- 7.7 If research and other scholarly activities responsibilities are not specifically included in the position profile as determined by ATSEC in accordance with Article 10.12 and, therefore, are not assigned responsibilities, the degree of voluntary participation in research and other scholarly activities may vary from staff member to staff member and from time to time.
- 7.8 When a staff member participates in research and other scholarly activities responsibilities, such activity and research funds shall be administered in accordance with the policies and procedures of the University following consultation with the Association.

Service

- 7.9 In particular circumstances, the position profile, in addition to teaching and/or teaching-related responsibilities, may also include service responsibilities.
- 7.10 If service responsibilities are not specifically included in the position profile and, therefore, are not assigned responsibilities, the degree of participation in the governance of the University and other service responsibilities may vary from staff member to staff member and from time to time. Participation, in this case, may be initiated by the staff member.

Dispute Resolution

- 7.11 If there is a dispute with respect to a staff member's responsibilities to the University, the staff member shall have recourse to the Department Chair, the Dean and the Provost, in that order. The decision of the Provost shall be final and binding

Article 8: Supplementary Professional Activities (SPA)

- 8.1 This Article shall apply to full-time staff members with Career Status and Term 12 Status appointments.

Scope and Context of SPA

- 8.2 A staff member who is a full-time employee has a primary obligation to fulfill University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.
- 8.3 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- 8.4 Subject to the provisions of this Article, a staff member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the staff member's primary responsibilities.

Definition of SPA

- 8.5 Without restricting the generality of the term SPA, this category shall include any of the following:
- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;
 - b) consulting;
 - c) personal services contract; or
 - d) private practice of the staff member's profession, e.g., dentistry, law, medicine, nursing, etc.

Approval of SPA

- 8.6 A staff member shall obtain written approval of the Department Chair prior to undertaking major SPA. Prior to approving SPA, the Department Chair shall ensure that primary University responsibilities will be performed satisfactorily.
- 8.7 If there is a dispute with respect to a staff member's SPA, the staff member shall have recourse to the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.
- 8.8 The conditions governing SPA are set out in Appendix C.

Article 9: Probationary Period

- 9.1 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Department Chair to properly monitor the staff member's progress during a probationary period. In this regard, the Department Chair and the staff member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with Article 10 and in accordance with the general characteristics of the position as set out in the position profile, in order to conduct a written probationary assessment of the staff member's performance and the suitability of the appointment.
- 9.2 A staff member who is appointed for the first time under this Agreement shall serve a probationary period of 12 months for:
- a) Career Status; or
 - b) Term 12 Status with an appointment period greater than 24 months.

- 9.3 A staff member who previously did not serve a probationary period and who is appointed into Career or Term 12 Status under this Agreement (and where the position profiles are similar) shall have the previous appointment count towards the probationary period requirement for the new appointment Status.

Probationary Decisions by ATSEC for Career and Term 12 Status

- 9.4 Decisions regarding the probationary period of a staff member appointed with Career Status and Term 12 Status where the ATSEC is responsible for annual evaluation shall be in accordance with Evaluation Policies and Procedures under Article 10.

Leaves

- 9.5 If a staff member is on approved leave (disability leave, childbirth leave, parental leave, compassionate leave, medical leave, leave without pay) during the probationary period, the probationary period shall be extended by the duration of such leave, always subject to the length of the appointment period end date stipulated in the Letter of Appointment.

Termination by the Department Chair During the Probationary Period for Term 12 Status

- 9.6 In the case of a probationary period for a staff member with Term 12 Status where the Department Chair is responsible for annual evaluation in accordance with Article 10, the Department Chair may terminate the appointment of a staff member during the probationary period, by providing one month's written notice of such termination.
- 9.7 Before making the determination under Article 9.6 to terminate the appointment of a staff member during the probationary period, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment during the probationary appointment.
- 9.8 The staff member shall be provided with written notice from the Department Chair to terminate the appointment during the probationary period. The Association shall be present when the staff member receives the written notice.
- 9.9 The effective date of the termination shall be one month from the date of notice (the "notice period"). During the notice period, the staff member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the staff member, the Department Chair shall decide which of the foregoing shall apply.
- 9.10 A staff member whose appointment is terminated during the probationary period shall have recourse to the Dean, whose decision is final and binding.

Confirmation, Extension or Termination by the Department Chair at the End of the Probationary Period for Term 12 Status

- 9.11 In the case of a probationary period for a staff member with Term 12 Status where the Department Chair is responsible for annual evaluation in accordance with Article 10, the Department Chair shall provide at least one month's written notice prior to the end of the probationary period either that:
- a) the staff member is confirmed in the appointment;
 - b) the probationary period is extended to a maximum of an additional 6 months;
 - c) the appointment is terminated effective at the end of the probationary period. During the notice period, the staff member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the staff member, the Department Chair shall decide which of the foregoing shall apply; or

- d) if the Department Chair fails to provide notice prior to the end of the probationary period, the staff member shall be confirmed in the appointment.
- 9.12 Before making the recommendation in accordance with Article 9.11.c to terminate the appointment at the end of the probationary period, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment at the end of the probationary period.
- 9.13 The staff member shall be provided with written notice from the Department Chair to terminate the appointment at the end of the probationary period. The Association shall be present when the staff member receives the written notice.
- 9.14 A staff member whose appointment is terminated at the end of the probationary period shall have recourse to the Dean, whose decision is final and binding.

Article 10: Evaluation

- 10.1 The review of a staff member's performance shall be used to:
- a) award increments; and
 - b) inform Department Chair's recommendations for future appointments in accordance with Article 6 of this Agreement.

Academic Teaching Staff Evaluation Committee

- 10.2 Each Faculty Council shall establish an Academic Teaching Staff Evaluation Committee (ATSEC).
- 10.3 Subject to Appendix I, wherever possible, the ATSEC for a Faculty must assure majority voting representation from the staff members of that Faculty under this Agreement. Where this is not possible, because of a small number of staff members under this Agreement, that Faculty shall seek approval of the Board and the AASUA to vary their composition.
- 10.4 The ATSEC shall develop, for the approval of the Provost, evaluation policies and procedures for all staff members under this Agreement.

Responsibility for Annual Evaluation

- 10.5 In order for the staff member's performance to be annually reviewed, the Department Chair and the staff member shall each ensure that they have a clear understanding of the position expectations and standards of performance for the position profile and are aware of any eligibility for performance increments.
- 10.6 The staff member shall submit an annual report to the Department Chair, in a format determined by ATSEC, regardless of whether the staff member is eligible for performance increments or not.
- 10.7 Staff members with Career Status shall be annually evaluated by ATSEC.
- 10.8 Staff members with Term Status shall be annually evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.
- 10.9 Staff members with Instructor Status shall be annually evaluated by the Department Chair.

Timing of Annual Review

- 10.10 The annual review period for staff members with Career Status shall normally be July 1 to June 30 with the review process conducted in the next Fall/Winter Term and any incrementation to be effective the following July 1. A staff member with Career Status whose appointment takes effect:
- a) in the period July 1 to October 1, inclusive, is eligible to receive a single increment;

- b) in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated increment, the proportion of a single increment depending on the number of months they have worked out of 12; and
- c) in the period June 2 to June 30, inclusive, is not eligible to receive an increment on July 1.

10.11 The annual review period for the purpose of determining performance increments for staff members in Instructor or Term Status appointments may be varied depending on the appointment periods that the staff member has experienced and when they may be eligible for an increment in accordance with this Article.

Authority of ATSEC (Refer to Appendix H for detailed procedures)

10.12 Each Faculty's ATSEC shall be authorized to prepare for the approval of Faculty Council and the Provost, the following evaluation policies and procedures:

- a) position profiles, including academic and/or professional qualifications, skills, competencies, definitions of standard teaching workloads and any research and service responsibilities;
- b) position expectations and standards of performance for each rank as outlined in Article 6.7 and for all responsibilities identified within the position profiles, including for those in probationary periods;
 - i) specifically for teaching and/or teaching-related responsibilities, the position expectations and standards of performance shall be broadly based, including course content, course design and performance in the classroom;
 - ii) such teaching and/or teaching-related responsibilities 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 staff member;
- c) the format of the annual report;
- d) procedures governing applications for promotion to Associate Lecturer and Full Lecturer;
- e) criteria for recommendations regarding probationary periods; and
- f) criteria for annual increment recommendations.

10.13 The Association shall be provided with a copy of the Faculty's evaluation policies and procedures.

10.14 Subject to Appendix I, at least every 10 years from the date of each approval, and/or at the request of the Provost, the position expectations and standards of performance shall be reviewed and reconsidered by Faculty Council and submitted to the Provost for approval.

Position Expectations, Standards of Performance and Promotion

10.15 The review of a staff member's performance shall be based on consideration of the performance of the responsibilities of the staff member as outlined in Article 7 and in accordance with the staff member's specific position profile.

10.16 Position expectations and standards of performance shall be prepared by ATSEC on the basis that a staff member is expected to demonstrate competence in responsibilities assigned in accordance with Article 10.15. Position expectations and standards of performance:

- a) shall enable evaluation of academic performance across its full range;
- b) shall be based on merit and not on length of service; and
- c) may vary from Faculty to Faculty.

10.17 Staff members shall be evaluated annually against these position expectations and standards of performance and always in accordance with the position profile:

- a) performance expectations shall increase as a staff member moves through the ranks;
- b) for promotion to Associate Lecturer, the staff member must demonstrate a strong record of achievement in teaching and/or teaching-related responsibilities, and must demonstrate on the basis of performance as Assistant Lecturer that they are capable of contributing effectively as a staff member in all areas of responsibility; and

- c) for promotion to Full Lecturer, the staff member must demonstrate excellence in teaching and/or teaching-related responsibilities and a strong record of achievement in all areas of responsibility.
- d) a staff member with Instructor Status may be eligible for promotion subject to the position expectations and standards of performance established by the Faculty's ATSEC.

10.18 Position expectations and standards of performance for promotion to Associate Faculty Lecturer shall not be changed for an individual staff member prior to the start of or during the promotion process unless the staff member agrees.

Eligibility for an Increment for Term 8R, Term 8 and Instructor Status

- 10.19 A staff member with Term 8R, Term 8 or Instructor Status shall have increment eligibility determined as follows within the position profile:
- a) a staff member shall be eligible for an increment no more than once in a 12 month period;
 - b) a staff member shall be eligible for increments available to reach the maximum step of the salary range for the position profile, regardless at which step they begin;
 - c) a staff member shall be eligible for an increment after accumulating a total of at least 8 months of service within the position profile, regardless of whether the staff member worked full or part-time; and subject to at least one evaluation of teaching and/or teaching-related responsibilities having occurred within the previous 6 month period. The increment shall always be effective at the beginning of the next teaching term or appointment contract (after the accumulation of the 8 months, or more, of service);
 - d) standard Spring Session and Summer Session appointment periods are each equivalent to 2 months of accumulated service within the position profile;
 - e) if there is a break in service of 12 months (not including approved leaves), or more, the prior service shall not be considered in determining appointment salary or a future increment;
 - f) increment eligibility for a staff member who is appointed to multiple part-time positions shall be determined by each Department Chair for positions within their department;
 - g) a staff member shall be eligible for an increment after providing certification that they have completed all the requirements for a PhD, or equivalent degree. The increment shall always be effective at the beginning of the next teaching term or appointment contract.

Eligibility for an Increment for Career or Term 12 Status

- 10.20 A staff member with Career or Term 12 Status shall be eligible for increments to the maximum of the salary range for the position profile.
- a) A staff member with Terms 12 Status shall be eligible for the first performance increment when they have worked for 12 months within the position profile and subsequent increments after work in each consecutive 12 month period within the position profile (12 month period inclusive of vacation).
 - b) A staff member with Career Status shall be eligible for the first performance increment in accordance with Article 10.10 and subsequent increments after work in each consecutive 12 month period within the position profile (12 month period inclusive of vacation).

Increment Recommendations

- 10.21 For a staff member who is eligible for an increment (and depending on whether the Department Chair or ATSEC is responsible for evaluation), the Department Chair shall either determine, or recommend to ATSEC, whether the staff member should receive an increment based on performance in the appropriate preceding period. The recommendation shall be one of the following:
- a) single increment;
 - b) multiple increment which may be 1.25, 1.50, 1.75, 2.0, 2.25, 2.50, 2.75 or 3.0;
 - c) partial increment, which shall bring the salary to the maximum of the salary range and which is either:
 - i. greater than a single increment but not a multiple increment; or
 - ii. less than a single increment;

- d) an increment of .50 or .75;
- e) an increment of Zero.

10.22 If the staff member has insufficient accumulated service at the time of the annual evaluation and performance is satisfactory, an increment shall be awarded in accordance with Article 10.19 c.

Increment of Zero is Awarded

- 10.23 If an increment of zero is recommended or awarded, that increment of zero shall be cited as one of the following:
- a) that maximum for rank has been reached and standards for promotion have not been met but performance is satisfactory notwithstanding (0a);
 - b) that performance requirements for an increment have not been met but performance is acceptable notwithstanding (0b);
 - c) that academic performance while on authorized leave could not be properly evaluated (0c);
or
 - d) that academic performance is unsatisfactory and unacceptable (0d).

Article 11: Unsatisfactory and Unacceptable Performance

11.1 A designation of unsatisfactory performance occurs when a staff member receives an increment of Zero (0d).

Unsatisfactory Performance for Instructor or Term Status

- 11.2 The appointment contract of a staff member with Instructor or Term Status who has received a designation of unsatisfactory performance may be terminated.
- 11.3 A staff member with Instructor or 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.
- 11.4 In the case of unsatisfactory performance for a staff member, where the decision is termination, the appointment contract shall terminate on the:
- a) date stipulated in the Letter of Appointment for Instructor or Term 8 Status;
 - b) full-time workload end-date for Term 8R 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 Term 12 Status (e.g., appointment period of July 1 to June 30, the contract shall terminate on June 30).
- 11.5 Before making the determination under Article 11.4 to terminate the appointment of a staff member with unsatisfactory performance, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.
- 11.6 The staff member shall be provided with written notice from the Department Chair to terminate the appointment. The Association shall be present when the staff member receives the written notice.

Contested and Reconsidered Case for Career Status

[note that this section is subject to Appendices H and I]

- 11.7 A contested case occurs when a Department Chair makes a recommendation of unsatisfactory performance to ATSEC and where the staff member with Career Status shall be provided with the opportunity to present their case in person to ATSEC.

- 11.8 A reconsidered case occurs when ATSEC has:
- a) reduced a Department Chair's increment recommendation to unsatisfactory performance, or
 - b) has disagreed with the Department Chair's recommendation for promotion.
- In these cases, the staff member with Career Status shall be provided with the opportunity to present their case in person to a reconvened ATSEC.
- 11.9 A staff member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The staff member shall have the right to be accompanied by an advisor, but not legal counsel.
- 11.10 A staff member with Career Status who receives either a decision of unsatisfactory performance or denial of promotion by ATSEC shall have recourse to the Provost, whose decision shall be final and binding.

Unacceptable Performance for Career Status

- 11.11 A designation of unacceptable performance for a staff member with Career Status occurs when they receive a second recommendation of unsatisfactory performance, having received a first decision of unsatisfactory performance in either of the two preceding years.
- 11.12 The appointment contract of a staff member with Career Status with unacceptable performance may be terminated.
- 11.13 When a Department Chair makes a recommendation of unacceptable performance to ATSEC, the staff member shall be provided with the opportunity to present their case in person to ATSEC as a contested case.
- 11.14 When ATSEC has reduced a Department Chair's increment recommendation to unacceptable performance, the staff member shall be provided with the opportunity to present their case in person to ATSEC as a reconsidered case.
- 11.15 The staff member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The staff member shall have the right to be accompanied by an advisor, but not legal counsel.
- 11.16 Before making the determination under Article 11.12 to terminate the appointment of a staff member with unacceptable performance, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.
- 11.17 The staff member shall be provided with written notice from ATSEC to terminate the appointment. The Association shall be present when the staff member receives the written notice.
- 11.18 In the case of unacceptable performance for a staff member with Career Status, where the decision is dismissal, the Provost shall state the effective date of termination.
- 11.19 The decision to terminate the appointment of a staff member with Career Status for unacceptable performance is subject to the Grievance Procedures established in Article 14.

Article 12: Notice Period and Layoff

- 12.1 For the purpose of this Article, a layoff is providing notice of the end date of a Career Status appointment or the termination of a Term 12 Status appointment prior to the end date of the appointment period and may result if:
- a) the duties described in the position profile are no longer required;
 - b) the staff member no longer has the qualifications required to carry out the responsibilities following a change in the position profile; or

- c) the funding for the appointment is insufficient or is no longer available.
- 12.2 The formal notice period for layoff of a staff member shall be:
- a) 12 months for Career Status appointments; or
 - b) 3 months for Term 12 Status appointments.
- 12.3 The Department Chair shall provide the written recommendation of a layoff to the Dean which shall include:
- a) the appropriate reason for the lay-off in accordance with Article 12.1;
 - b) the effective date of the lay-off; and
 - c) details of efforts made to seek alternative appointments that would minimize negative impacts on the staff member.
- 12.4 Where the recommendation of the Department Chair is layoff of the staff member, the Department Chair and/or the Dean shall first consult with an Administration Advisor. The Administration Advisor shall advise the Association of the layoff recommendation.
- 12.5 The Dean and the Department Chair shall prepare a written decision of a layoff which shall be provided to the staff member at a meeting with the Department Chair, the staff member, an Administration Advisor and the Association.
- 12.6 The purpose of the meeting under Article 12.5 shall be to discuss:
- a) the details of the layoff and of the efforts made to minimize negative impacts on the staff member; and
 - b) during the notice period, the staff member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the staff member, the Department Chair shall decide which of the foregoing shall apply.
- 12.7 The effective date of the start of the formal notice period shall be the day after the date of the decision letter.
- 12.8 Layoff under this Article shall not be considered nor presented as dismissal for cause.
- 12.9 Entitlement to severance due to the layoff of a staff member with Term 12 Status is one month's salary for each full year of continuous service to the University, to a maximum of 9 months' salary. The effective date of the layoff and the date for determining length of service and rate of salary shall be the last day of the formal notice period under Article 12.7.
- 12.10 Severance shall normally be paid in a lump sum.
- 12.11 The decision of the Dean to terminate the Career or Term 12 appointment due to layoff is subject to the Grievance Procedures established in Article 14.
- 12.12 A staff member with Term 8R or Term 8 or Instructor Status shall not be subject to layoff. In the case of circumstances described in Article 12.1, the appointment shall end on the date stipulated in the Letter of Appointment without the need for further notice or severance from the University.
- 12.13 Should an appointment from which a staff member has been laid off be reinstated or an appointment with substantially the same duties as that appointment be established in the same Department within 16 months of the date on which the previous incumbent was laid off, the previous incumbent shall be offered the appointment.

Article 13: Complaints

Administrative Discipline

- 13.1 The Association acknowledges the administrative responsibilities and functions of the Board to impose discipline and, in particular, the delegation of disciplinary powers and duties to appropriate officers (Department Chairs and Deans) in accordance with Article 4. Accordingly, Deans and Department Chairs may investigate the actions of staff members and take appropriate disciplinary action when such discipline is warranted.
- 13.2 In the event that the officer imposes discipline, the penalties imposed shall conform with those set out in Article 13.12 and shall be subject to grievance under Article 14.

Written Complaints About Staff Members

- 13.3 Any person may make a written complaint to the Provost about the conduct of a staff member, including in the complaint a description of the act or omission about which the complaint is being made.

Notifying the Staff Member of an Accepted Complaint

- 13.7 On receipt of a written complaint, the Provost shall:
- a) send a copy of it to the staff member; and
 - b) inform the staff member, in writing, of their right to ask for advice from the Association.

Response to the Complaint

- 13.8 The staff member may make written response to the complaint to the Provost within 10 days of the date the staff member receives it.

Meeting to Discuss the Report and Response

- 13.9 The Provost shall offer to meet with the staff member concerned.
- 13.10 Both the Provost and the staff member may have an advisor at the meeting, but each party shall, not later than the day before the meeting is to be held, inform the other who the advisor will be.

Decision of the Provost

- 13.11 Whether or not there is any response or any meeting, the Provost shall either:
- a) dismiss the complaint; or
 - b) penalize the staff member in accordance with Article 13.12, stating the effective date on which the penalty is imposed.
- Such decision shall be final and binding, subject to Article 13.16.
- 13.12 The penalty may include one or more of the following:
- a) a letter of reprimand;
 - b) a fine;
 - c) a reduction in salary;
 - d) suspension with or without pay;
 - e) dismissal; or
 - f) other appropriate penalty.
- 13.13 The Provost shall advise the staff member of the decision, in writing, and shall inform the complainant and the Association of the decision.

Staff Member's Request for Arbitration Reference

- 13.14 If the decision of the Provost is to impose a penalty, the staff member may request, in writing, that the Association refer the matter to arbitration, but the request may only be made within 10 days of the date that the decision was delivered to the staff member.

Association's Options

- 13.15 On receipt of a request by a staff member to refer a matter to arbitration, the Association may:
- a) take no action on the matter; or
 - b) refer to arbitration the decision or the penalty, or both.
- 13.16 Within 20 days of receiving a request by the staff member to do so, the Association shall inform the Provost by written notice whether or not it wishes the decision, the penalty or both to be referred to arbitration.
- 13.17 Article 27 applies to a matter referred to arbitration under this Article.

Effective Date of Penalty

- 13.18 The effective date of the penalty shall be determined by the Provost in making the decision in Article 13.12 unless Article 13.19 applies.
- 13.19 If the Association has decided to submit the matter to arbitration, the effective date shall be as determined by the Arbitrator unless the Provost imposes an earlier date, which the Provost is empowered to do:
- a) in cases involving suspension or dismissal, where health, safety or welfare of the University campus community is involved or the actions under review involve an immediate threat to the functioning of the University; or
 - b) in cases alleging abandonment of employment.

Article 14: Grievance

- 14.1 A grievance is an allegation that there has been a violation or improper application of the terms of this Agreement.
- 14.2 Disputes, for which there are specific dispute resolution mechanisms provided in this Agreement, shall not be resolved by the procedures under this Article.
- 14.3 A grievance may be initiated by the Association:
- a) at its own behest;
 - b) on behalf of a staff member; or
 - c) on behalf of a group of staff members.
- 14.4 The grievance process shall be initiated by the Association within 60 days of the date on which the violation or improper application is alleged to have occurred, or within 60 days of the date on which the Association should reasonably have learned that the action or omission had occurred.
- 14.5 The grievance process is as follows:
- a) Before submitting a formal grievance, the Association shall attempt to resolve the matter by meeting with the appropriate Department Chair.
 - b) The Department Chair shall consider the matter and, within 15 days of any meeting under Article 14.5 (a), shall submit a written report to the Association.
 - c) If the Association accepts any proposal for resolution in the report under Article 14.5 (b), the matter ends; if not, the matter shall proceed under Article 14.6.

- 14.6 a) If the matter is not resolved under 14.5, the Association may, within 15 days of receipt of the report under Article 14.5 (b), submit a formal grievance to the Dean.
- b) The formal grievance shall have the following components:
- i. it shall be in writing and refer to the provision in this Agreement which is alleged to have been violated or improperly applied;
 - ii. it shall summarize the evidence generating the matter; and
 - iii. it shall state the relief or remedy sought.
- c) The Dean shall investigate the formal grievance and, within 15 days of receipt of the formal grievance, shall submit a written report, including a recommendation for resolution, to the Association.
- d) If the Association accepts the recommendation under Article 14.6 (c), the matter ends; if not, the matter shall proceed under Article 14.7.
- 14.7 a) If the Association does not accept the recommendation of a Dean under Article 14.6 (c), it may refer the matter to the Provost, provided such referral is within 15 days of receipt of the report under Article 14.6 (c).
- b) The Association and the Provost shall meet within 10 days of referral under Article 14.7 (a) to attempt to resolve the matter.
- c) If no resolution is made under Article 14.7 (b), either the Association or the Provost may, within 30 days of agreeing to disagree, refer the matter to arbitration under Article 27.
- 14.8 All dates and times in this Article may be varied by the mutual consent of the parties.
- 14.9 Failure of either party to act within the time periods required by this Article, or as altered by Article 14.8 may, within 5 days of such failure, be drawn to the attention of the party failing to act. If the Association does not respond within 10 days, the failure to act shall indicate acceptance of any proposed resolution. If an administrator does not respond, the Association may proceed to arbitration under Article 27.

Article 15: Termination

- 15.1 The term of an appointment shall be indicated on the Letter of Appointment (Appendix A). The University is under no obligation to extend the appointment beyond that term or to reappoint the staff member.
- 15.2 A staff member may resign or retire during the term of their appointment contract by submitting written notice to the Department Chair. The staff member shall provide as much notice as possible before the effective date of the resignation or retirement.
- 15.3 On termination, a staff member must return all University property to the appropriate departmental officer.

Article 16: Indebtedness to the University

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

Article 17: Collective Bargaining

Time Lines

17.1 The parties may vary the timelines under this Article by mutual agreement.

Notice to Commence Collective Bargaining

17.2 By December 1 of the year preceding the Expiration Date, either party may give the other notice in writing of its intent to commence collective bargaining.

17.3 The written notice from one party to the other for the purpose of commencing collective bargaining shall contain or be accompanied by a statement showing the name and addresses of not more than 7 persons authorized to do all of the following on behalf of the Board or the Association:

- a) bargain collectively;
- b) conclude an Agreement; and
- c) sign an Agreement.

One of the 7 persons authorized to negotiate for the party providing the written notice shall be designated as Lead Negotiator.

17.4 By January 15 following the receipt of the written notice to commence collective bargaining, the receiving party shall, by notice in writing to the other party, name not more than 7 persons authorized to do all of the following on its behalf:

- a) Bargain collectively;
- b) Conclude an Agreement; and
- c) Sign an Agreement.

One of the 7 persons authorized to negotiate for the receiving party shall be designated as Lead Negotiator.

17.5 As part of the notice to commence collective bargaining, each party shall inform the other of the process it shall follow to ratify the negotiated Agreement. This process shall remain in effect for the duration of the collective bargaining process.

17.6 Notice for the purpose of commencing collective bargaining shall be addressed in the case of the Board to the Provost and in the case of the Association to the President of the Association. In the case of the Board, notice may be served on the Provost in person or by email. In the case of the Association, notice may be served on the President or the Executive Director in person or by email.

17.7 Any changes with respect to the persons specified in 17.3 or 17.4 shall forthwith be communicated in writing to the other party to the collective bargaining process.

Commencement of Negotiations

17.8 By February 1st following the written notice in accordance with 17.4, the parties shall meet for the purpose of exchanging collective bargaining proposals. Proposals shall include a complete list of the items that each party wishes to negotiate and set forth each party's position on the items within their respective proposals.

17.9 The parties shall bargain collectively in good faith and make every reasonable effort to enter into an Agreement.

17.10 Each party may invite consultants and resource persons to attend negotiating sessions.

Settlement and Ratification

- 17.11 Where a settlement has been reached, the parties shall refer it to the Board and to the Association for ratification.
- 17.12 If an Agreement is reached but not ratified by one or both parties, collective bargaining shall resume in an effort to achieve a settlement of unresolved bargaining issues. In such case the parties shall continue to bargain collectively in good faith and make every reasonable effort to enter into an Agreement.
- 17.13 The parties may mutually agree to a binding settlement of unresolved bargaining issues by referral to a binding interest arbitration board.

Effect of the Collective Agreement

- 17.14 The provisions of the Agreement are binding on:
- a) the Association and every staff member on whose behalf it has bargained collectively; and
 - b) the Board.
- 17.15 If the Agreement is for an unspecified term, the Agreement is deemed to provide for its operation for a term of one year from the date on which operation commences.
- 17.16 When the terms and conditions to be included in the Agreement have been concluded by ratification or by binding interest arbitration, the parties shall incorporate the terms and conditions into an Agreement, and each party shall sign the Agreement.

Article 18: Salaries

- 18.1 The salary schedule, negotiated in accordance with Article 17, shall be in accordance with the Salary Levels and Ranges attached in Appendix E.
- 18.2 Salaries shall be paid monthly in arrears.

Minima

- 18.3 The rates in Article 18.1 are minima. Salary levels above the minimum shall continue to be possible.

Article 19: Benefits

- 19.1 Benefits programs, as negotiated from time to time in accordance with Article 17, shall be administered in accordance with the advice and direction of the Academic Benefits Management Committee.
- A description of all benefit programs, approved by the Academic Benefits Management Committee, will be made available to all staff members.
- 19.2 A copy of all insurance contracts and other benefit policies shall be provided to the Association.

Statutory Benefits

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

Vacation

- 19.4 A staff member with Career and Term 12 Status shall be entitled to an annual vacation of 22 days, which shall be pro-rated accordingly for part-time appointments. The following conditions shall apply:
- a) the time of vacation shall be approved by the Department Chair. If there is a dispute with respect to vacation time, the staff member shall have recourse to the Dean, whose decision shall be final and binding;
 - b) every effort shall be made to utilize vacation earned within the year that it has been accrued and unused vacation may be carried forward from year to year only with the advance written consent of the Dean;
 - c) a resigning, or retiring, staff member shall receive an amount in lieu of vacation time not taken, but such amount shall not exceed one year's vacation entitlement. The amount shall be based on the salary rate as of the effective date of the resignation or retirement.
- 19.5 A staff member with Term 8R, Term 8 or Instructor Status shall receive pay in lieu of vacation equal to 4 % of salary payable.

Universities Academic Pension Plan (UAPP)

- 19.6 A staff member shall be eligible to participate in the UAPP in accordance with the UAPP Sponsorship and Trust Agreement.
- 19.7 The Board and the staff member shall contribute to UAPP, the latter through deductions from salary, in accordance with the UAPP Sponsorship and Trust Agreement.

Benefits

- 19.8 A full-time staff member with Career, Term 12, Term 8R or Term 8 Status, shall participate in the benefit plans set out in Appendix E, in accordance with eligibility restrictions stated therein.
- 19.9 A part-time staff member with Career or Term Status or with full-time or part-time Instructor Status shall receive pay in lieu of benefits programs equal to 3% of salary payable.
- 19.10 Notwithstanding Article 19.9, if a staff member has concurrent, multiple part-time appointments which together constitute a full-time workload for at least 8 consecutive months, the staff member may be eligible for benefits. It is incumbent upon the staff member to inform their home department of any other appointments that would affect the staff member's eligibility for benefits, the cost for which would be pro-rated across departments.

Eligibility

- 19.11 A staff member who has reached the age of 65 shall not be eligible for benefits under Alberta Health Care, Supplementary Health Care, Dental Care, Life Insurance, and Disability Benefits, and shall be required to coordinate other benefits with benefits provided by governments.
- 19.12 A staff member who has been granted leave with full pay or childbirth leave shall remain eligible for full participation in the benefit programs under this Article.
- 19.13 A staff member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under Alberta Health Care or Supplementary Health Care. Such a staff member is eligible to participate in the University's Health Insurance Plan as set out in Appendix E in accordance with eligibility restrictions stated therein.

Removal Grants and Allowances

- 19.14 A full-time staff member with Career or Term Status, upon appointment, may be eligible for a removal grant toward expenses necessarily and reasonably incurred in moving to a new primary residence when relocating from a residence greater than 50 kms from a University campus.

Regulations governing removal grants shall be established from time to time by the Board after consultation with the Association and are appended to this Agreement as Appendix E.

- 19.15 When circumstances permit, a staff member upon appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to a new primary residence when relocating from a residence greater than 50 kms from a University campus. The allowance, to the maximum specified by the Dean, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time by the Board after consultation with the Association.
- 19.16 A staff member who voluntarily leaves the service of the University before rendering 12 months service shall be required to refund a portion of the removal allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than 12 months the obligation shall be discharged in a proportionately shorter period.

Article 20: Death in Service

- 20.1 In the event of the death of a staff member, the Board shall pay to the staff member's estate a death benefit equivalent in value to the staff member's salary for the month in which the staff member dies, plus one additional month's salary, but shall not exceed the salary payable from the date of death to the end of the contract of appointment. Such payment shall be in full payment of salary and vacation entitlement.
- 20.2 Pending further decision of the Board with notice to staff members, the Board shall provide an insurance policy which shall pay to the estate of the staff member or to the staff member the sum of \$100,000.00 for any accident resulting in death or up to \$100,000.00 for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy. Details may be obtained from the Financial Services Office.

Article 21: Medical Leave

- 21.1 In this Article:
- a) Medical leave includes leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the staff member from performing the duties the staff member was performing immediately prior to the commencement of the sickness or injury; and
 - b) Medical certificate means a certificate verifying the medical condition signed by a qualified physician.
- 21.2 Notwithstanding the following, a staff member's entitlement to medical leave shall cease on the end date stipulated in the Letter of Appointment.

Medical Leave for Staff Members with Full-time Career and Term 12 Status

- 21.3 Medical leave for fewer than 20 days is a departmental matter. The staff member shall inform the Department Chair of the medical leave and provide an estimate of its duration. The Department Chair may require the staff member to provide a medical certificate.
- 21.4 If a staff member has been on medical leave and absent from duties for 20 days or if the staff member expects that the medical leave will result in an absence of 20 days or more, a medical certificate shall be filed with the Department Chair. The medical certificate shall specify the nature of the leave and provide an estimate of the duration of the absence.

- 21.5 The Department Chair shall provide a copy of the medical certificate to the Dean and to the Provost. Subject to Article 21.13, the Provost shall formally advise the staff member that they are on medical leave, with the effective date of the leave to be the date the staff member was first absent from duties as a result of the illness or injury.
- 21.6 During medical leave, the staff member shall remain on full pay and benefits.
- 21.7 A staff member is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least 26 consecutive weeks of service following a previously authorized medical leave.
- 21.8 If the medical leave is expected to exceed 26 weeks, in aggregate, the staff member shall apply for disability benefits. If the staff member's application is approved, the staff member shall be placed on disability leave. If the application is not approved, the staff member shall return to regular responsibilities.

Medical Leave for Part-time Staff Members with Career or Term 12 Status or with Term 8R, Term 8 or Instructor Status

- 21.9 Short term medical leave for fewer than 10 days is a departmental matter. The staff member shall inform the Department Chair of the medical leave and provide an estimate of its duration. The Department Chair may require the staff member to provide a medical certificate.
- 21.10 If a staff member has been on medical leave and absent from duties for 10 days, or if the staff member expects that the medical leave will result in an absence of 10 days or more, a medical certificate shall be filed with the Department Chair and the staff member shall apply for benefits in accordance with the provisions of the Employment Insurance Act.
- 21.11 The Department Chair shall provide a copy of the medical certificate to the Dean and to the Provost. Subject to Article 21.13, the Provost shall formally advise the staff member that they are on medical leave, with the effective date of the leave to be the date the staff member was first absent from duties as a result of the illness or injury.
- 21.12 The period of leave on full pay and benefits is limited to a maximum of 10 days. For any medical leave greater than 10 days, the staff member shall be placed on medical leave without pay or benefits.

Recurrent Illnesses for all Staff Members

- 21.13 If there is doubt about the medical capability of the staff member to perform the regular University responsibilities, the staff member or the Department Chair may recommend to the Provost that the staff member be examined by a qualified physician. After consultation with the Association, the Provost may require that the staff member be examined by a qualified physician selected by the Provost.
- 21.14 Following examination of the staff member, the qualified physician shall submit a report to the Provost on the medical condition of the staff member, including a statement as to whether or not the staff member is medically capable of performing the responsibilities of the staff member and, if not, an estimate of when the staff member would be able to resume those responsibilities.
- 21.15 If a medical examination is required under Article 21.13, the staff member shall authorize the release of any medical records to the qualified physician selected from any previous medical examinations should the physician so request. The staff member shall also authorize the examining physician to release the medical report referred to in Article 21.14.
- 21.16 Upon receipt of the report of the qualified physician, the Provost shall take appropriate action including, but not restricted to, the following:
- a) placing the staff member on medical leave;

- b) requiring the staff member to continue on medical leave;
- c) requiring the staff member to perform regular University responsibilities;
- d) requiring the staff member to apply for disability benefits; or
- e) requiring the staff member to participate in any treatment program prescribed by the qualified physician.

Article 22: Leaves

Childbirth and Parental Leave

- 22.1 For the purposes of this article EI shall mean Employment Insurance or Employment and Social Development Canada – Employment Insurance.
- 22.2 Notwithstanding the following, a staff member's entitlement to childbirth and parental leaves shall end on the date stipulated in the Letter of Appointment.
- 22.3 For Term 8R Status, a staff member's entitlement to childbirth and parental leaves shall end on the active service period end-date.

Birth Mother Leave

- 22.4 A staff member who is a birth mother shall be entitled to one year of leave for childbirth, including a combination of childbirth leave and unpaid parental leave.
- 22.5 A staff member who is a birth mother shall be entitled to childbirth leave of up to 15 weeks in accordance with the provisions of this Article.

Parental Leave

- 22.6 A staff member shall be entitled to unpaid parental leave of up to 37 weeks in accordance with the provisions of this Article.

Application

- 22.7 A staff member who intends to apply for childbirth leave shall inform the Department Chair in writing as soon as possible. The Department Chair shall so advise the Dean and the Provost and the latter shall formally advise the staff member that they have been granted childbirth leave and the terms thereof.
- 22.8 A staff member who intends to take childbirth leave shall formally apply for EI Maternity Benefits on or about the last day of active work and shall present to the University the decision of EI and the terms thereof as soon as that decision has been reached.

Top Up Benefits Payments

- 22.9 If EI does not approve the application under Article 22.8, Top Up Benefits shall not be granted with the childbirth leave.
- 22.10 The Top Up Benefits payments to a staff member who has been granted childbirth leave shall be as follows:
- a) If EI has determined that there shall be a two-week waiting period before EI Maternity Benefits begin, the staff member's Top Up payments during the two-week period shall be 95% of regular salary (less deductions) to be funded, in full, by the Department. For the balance of the period of childbirth leave (up to 13 weeks), the staff member's Top Up payments shall consist of EI Maternity Benefits plus Top Up payments from the Department with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
 - b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the staff member's benefits payments (up to 15 weeks) shall consist of EI Maternity Benefits

- plus Top Up payments from the University with such Top Up payments to be sufficient to bring total benefits payments to 95% of regular salary.
- c) Full coverage under the benefits listed in Article 19.8 or 19.10.

- 22.11 A staff member who is in receipt of EI Maternity Benefits under Article 22.8 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under Article 22.10.
- 22.12 Notwithstanding the provisions of Article 22.5, where a staff member whose physician certifies that, for medical reasons, the staff member should be absent from University duties for more than the 15 weeks provided under Childbirth Leave, an extension of that leave shall be permitted if EI approves an application by the staff member for such an extension. Should this occur, the staff member shall receive additional EI Maternity Benefits when applicable and payments under the Top Up Benefits plan shall continue under Article 22.10 until the expiry of EI Maternity Benefits.

Other Leaves

- 22.13 The Provost may grant leave with pay, with partial pay, or without pay to staff members for prescribed periods and purposes.
- 22.14 The Provost may approve secondment of staff members to other employers or agencies.
- 22.15 A staff member may apply for such leave or for secondment to the Provost who shall:
 - a) obtain and consider the recommendations of the Department Chair and the Dean; and
 - b) determine whether or not to approve the application. The decision of the Provost shall be final and binding.

Article 23: General Liability Insurance

- 23.1 The Board has in place a General Liability Insurance Policy to protect the University and its staff members against certain risks to certain limits. A copy of the Policy shall be delivered to the Association. The Board continues to review the Policy to vary coverages and limits. Staff members are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of individual staff members, such staff members shall make their own insurance arrangements.

Article 24: Copyright

- 24.1 Pursuant to the *Post-Secondary Learning Act (Alberta)*, unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 24.2 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright of the Works.
- 24.3 Notwithstanding 24.2, the University will own or have interest in certain Works, as described in Appendix F.
- 24.4 Appendix F contains the detailed terms regarding Works created by a staff member.

Article 25: Patents

- 25.1 A discovery or invention made by a staff member, which has patent possibilities, may be patented in accordance with the University Patent Policy (Appendix G) either through individual application or through the University.
- 25.2 The provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to other questions arising from an application by the staff member.

Article 26: Interpretation

- 26.1 Either the Association or the Board may refer questions of interpretation of this Agreement, in writing, to ARC.
- 26.2 ARC shall meet within 30 days to consider the issue referred for interpretation.
- 26.3 If ARC reaches an agreement on a resolution, its interpretation shall govern this Agreement. An interpretation shall be communicated in writing to the Board and the Association.
- 26.4 If ARC is unable to agree, the Board or the Association may refer the question for arbitration, in accordance with Article 27.

Article 27: Arbitration

Scope and Authority

- 27.1 The procedures in this Article shall apply to matters referred to arbitration in this Agreement.

Appointment of Arbitrator

- 27.2 A matter referred to arbitration under this Article shall be heard by a single arbitrator except for those matters where the Board and the Association agree, in referring a matter to arbitration, to a three-person arbitration board. Hereinafter all references to arbitrator shall be deemed to include an arbitration board.
- 27.3
- a) In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the parties.
 - b) In the case of a three-person arbitration board, each party shall select its nominee to the binding arbitration board and the two nominees shall select the chair of the binding arbitration board.
 - c) Should there be no agreement in either (a) or (b), either party may apply to the Chair of the Alberta Labour Relations Board, or designate, for the appointment of the arbitrator/chair in accordance with the procedures and the fee schedule established by Alberta Labour.

Authority of the arbitrator

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

Decisions of the arbitrator

27.7 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding.

27.8 Where a matter is heard by an arbitration board, the decision of the majority shall be the decision of the arbitration board; if no majority exists, the decision of the person chairing the board shall be the decision of the board.

Voluntary Binding Interest Arbitration arising from Article 19

27.9 The Board and the Association may agree in writing to refer unresolved collective bargaining issues to a three-member binding arbitration board.

- 27.10
- a) The binding arbitration board shall establish its own rules of procedure.
 - b) The award of the binding arbitration board is binding on the parties and on the members of the Association and shall be included in the terms of the Agreement.

SIGNED ON BEHALF OF THE BOARD OF GOVERNORS OF THE UNIVERSITY OF ALBERTA



**Steven Dew,
Provost and Vice-President (Academic)**



Witness

SIGNED ON BEHALF OF THE ASSOCIATION OF ACADEMIC STAFF UNIVERSITY OF ALBERTA



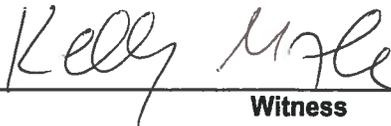
**Heather Bruce,
President**



Witness

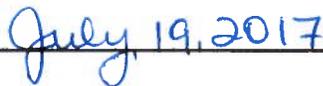


**Don Perkins,
Chair, Agreement Review Committee**



Witness

DATED:



APPENDIX A: Summary for Ease of Use

<p align="center">This Table provides a Summary for Ease of Use of Articles 6, 8, 9 and 10 APPOINTMENTS to a POSITION Full-Time (FT) or Part-Time (PT) as Indicated</p>				
RANKS -TITLES (Regardless of Contract Status, each rank can be achieved)	CONTRACT STATUS	PROBATIONARY PERIODS and METHOD of ANNUAL EVALUATION	LAY-OFF PROVISIONS	
<p>Full Lecturer <i>Sample Titles</i></p> <ul style="list-style-type: none"> - Master Coach - Clinical Professor - Teaching Professor 	<p>Career (FT or PT)</p> <p>Contingent – no end date.</p>	<p>Probationary Period of 12 months.</p> <p>Evaluated by Academic Teaching Staff Evaluation Committee (ATSEC).</p>	<p>Provided working notice of not less than 12 months of contract termination.</p> <p>No severance.</p>	
	<p>Term 12 (FT or PT)</p> <p>Appointment period of 12 months to a maximum of 6 years.</p>	<p>Probationary Period of 12 months with appointment period greater than 24 months.</p> <p>Evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.</p>	<p>Provided 3 months' working notice if contract is terminated prior to end date.</p> <p>Provided severance of one month for each full year of service to a maximum of 9 months.</p>	
	<p>Associate Lecturer <i>Sample Titles</i></p> <ul style="list-style-type: none"> - Senior Coach - Associate Clinical Professor - Associate Teaching Professor 	<p>Term 8R (FT)</p> <p>Appointment period from 24 months to a maximum of 6 years, but where the full-time workload occurs in 8, 9, 10 or 11 months within each year. Staff member may purchase benefits during the inactive period (period of leave without pay).</p>	<p>Probationary Period not required.</p> <p>Evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.</p>	<p>Provided working notice to the full-time workload end-date. (e.g., appointment period of July 1 to June 30 with full-time workload occurring from September 1 to April 30, full-time workload end-date is April 30.)</p> <p>No severance.</p>
	<p>Assistant Lecturer <i>Sample Titles</i></p> <ul style="list-style-type: none"> - Coach - Assistant Clinical Professor - Assistant Teaching Professor 	<p>Term 8 (FT or PT)</p> <p>Appointment period of 8 months to less than 12 months.</p>	<p>Probationary Period not required.</p> <p>Evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.</p>	<p>Provided working notice to the end of the appointment period.</p> <p>No severance.</p>
<p>Instructor</p> <p>(used for temporary, time-limited, adhoc circumstances)</p>	<p>Instructor (FT or PT)</p> <p>Appointment period of less than 8 months as FT or less than 12 months as PT.</p>	<p>Probationary Period not required.</p> <p>Evaluated by Department Chair.</p>	<p>Provided working notice to the end of the appointment period.</p> <p>No severance.</p>	

**APPENDIX C: University Library Privileges
for Members of the Academic Teaching Staff Agreement**

APPLICATION OF UNIVERSITY LIBRARY PRIVILEGES UNDER THE ATS AGREEMENT					
	CONTRACT PERIOD as an Employee	ACCESS from Off-Campus to Licensed Online Library Content as an Instructor	NO ACCESS from Off-Campus to Licensed Online Library Content	On-Campus Access to Licensed Online Library Content	Library Card Borrowing Privileges of 4-Month Loans based on University Staff ONEcard
	NORMALLY, FROM: Term Start Date	FROM: Approximately 2 months prior to the Term Start Date			FROM: Contract Period Start Date
	TO: Term End Date	TO: 4 months following the Term End Date			TO: 14 months after the Start Date
RECURRING APPOINTMENTS	Fall and Winter Terms	Jul 1 to Aug 31 (14 months)	Not applicable: continuous access	Continuous access with active CCID on University Wireless Service (UWS); or at Information and Technology Services (IST) or University Libraries workstations.	Coincides with the 14 month access period and requires University Staff ONEcard. Before the 14 month access period OR in the absence of a new contract after the 14 month access period, an individual may obtain a free borrower card with a 2-week loan period with valid ID at any University Libraries service desk.
	Fall Term	Jul 1 to Apr 30 (10 months)	No access May and Jun		
	Winter Term	Nov 1 to Aug 31 (10 months)	No access Sep and Oct		
	Spring and Summer Terms	Mar 1 to Dec 31 (10 months)	No access Jan and Feb		
	Spring Term	Mar 1 to Oct 31 (8 months)	No access Nov, Dec, Jan, Feb		
	Summer Term	May 1 to Dec 31 (8 months)	No access Jan, Feb, Mar, Apr		
NEW APPOINTMENT	Fall and Winter Terms	Jul 1 to Aug 31 (14 Months)	Not applicable		
	Fall Term	Jul 1 to Apr 30 (10 months)			
	Winter Term	Nov 1 to Aug 31 (10 months)			
	Spring Term	Mar 1 to Oct 31 (8 months)			
	Summer Term	May 1 to Dec 31 (8 months)			

The following relationship definitions exist for ATS Agreement staff members:

Instructor (INT)

An instructor is someone who is teaching continuing education, graduate or undergraduate course(s) at the University. The instructor relationship is added to the University system once an instructor's employee ID is attached to a class. The start date of the relationship coincides with the date that the course catalogue is released to campus. The end date of the relationship is the end date of the last term that the instructor is attached to a course/courses + four months.

Employees (EMP)

An employee is someone who has an employment relationship with the University. All employees will have other simultaneous relationships that further describe their affiliation with the University (e.g., Student or Instructor). The employee relationship is given to all persons that have an active job record in the University system. The start and end date of the relationship coincides with the start and end date of the employment contract.

Access to Licensed Online Library Content

The University Libraries licenses a wide range of electronic journals, e-books, abstracting/indexing databases and numerical databases from commercial vendors. These licenses restrict use of these resources to primary members of the University community, i.e. current University students, faculty and staff (based on valid student or employee numbers). However, University Libraries licenses do permit "walk-in"/on-campus use by guest affiliates and the wider community at public computer stations within the University Libraries or via the UWS.

Remote Access to Licensed Online Library Content

Remote access (from outside the University computing network) to licensed online library content by primary members of the University community requires login to the Library's EZproxy server using a CCID.

The search for information from off campus begins within the University Libraries website at <http://www.library.ualberta.ca>. Ebooks, ejournals, databases, streaming video or audio, etc. can be searched through various services within the website and before being linked through to the content, the searcher will be passed to the Libraries EZproxy service to login with CCID and password.

Library Cards and Borrowing Privileges

Staff members will use a University Staff ONEcard to borrow Library resources with a 4-month loan period for 14 months from the start date of their employment contract.

APPENDIX D: Conditions for Supplementary Professional Activities (SPA)

1. The authority and approval of SPA is subject to the following conditions:
 - a) The staff member shall not compete unfairly with professionals outside the University.
 - b) The SPA shall not infringe upon the University's conflict policy and related procedures and protocols, as amended from time to time.
 - c) The SPA shall conform with the University's related policies, procedures and protocols related to the use of University facilities and staff, as amended from time to time.
 - d) The staff member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The staff member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
 - e) When engaged in SPA a staff member shall not use the name of the University in any way, except as the mailing address, nor shall the staff member hold himself or herself to be an agent of the University when engaged in SPA.
2. SPA shall be taken into account in the evaluation of a staff member's performance for increments and promotion.
3. The following information shall be provided in the staff member's annual statement on SPA:
 - a) the category or type of client or affiliation;
 - b) the nature of services performed;
 - c) an estimate of the total time devoted to each SPA; and
 - d) the names and nature of any continuing contractual arrangements with outside organizations.
4. SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and/or teaching-related responsibilities to remain professionally relevant. Routine, repetitive and trivial SPA is discouraged.

Required SPA

5. A Faculty Council may deem SPA, and the maintenance of a professional license, to be essential to the work of the Department and to the progress of a staff member's career. In such cases the Dean and Department Chair shall encourage SPA.
6. Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 1.a.

Major SPA

7. SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.

Reporting Requirements

8. Each staff member shall submit an annual statement to the Department Chair and Dean on SPA in the previous year. The Department Chair shall submit their personal statement to the Dean.
9. The period covered by the annual statement and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.
10. The annual statement may be made in conjunction with the annual report of the staff member or it may be a separate statement. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.
11. Each Faculty Council shall develop the format for the annual statement for that Faculty and submit to the Provost for approval.
12. Decisions reached by a Faculty Council under this Article shall be conveyed, in writing, to the Provost and the Association.

Faculty Regulations

13. Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Provost and the Association. The regulations shall include:
 - a) The definition of what constitutes major SPA.
 - b) The format for the annual statement of SPA; the determination of the time period covered by the report; the date by which the report is to be submitted and whether the annual statement about SPA shall be included in the annual report.
 - c) Any modifications to the requirement that SPA be taken into account in the evaluation of a staff member's performance.
 - d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
 - e) Whether the annual statement shall include information about remuneration received from SPA.
 - f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
 - g) What evidence shall be required to ensure the staff member has adequate personal liability insurance to indemnify the University against any claims.
 - h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction to this Appendix

APPENDIX E: Salary Schedule, Benefits Schedule, Removal Grant Regulations

SALARY SCHEDULE

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

BENEFITS SCHEDULE

<http://www.hrs.ualberta.ca/Benefits/Overview/Highlights/Academic.aspx>

REMOVAL GRANT REGULATIONS

<http://www.hrs.ualberta.ca/HiringandManaging/Recruitment/Academic/RemovalGrant.aspx>

APPENDIX F: Copyright Regulations (2016)

1. Ownership

- 1.1 Pursuant to 24.2 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 24 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work
 - a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - b) for the purposes of a committee or group of a Department, Faculty, or the University;then the University owns copyright in the Work.
- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.
- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.
- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

- 2.1 Subject to 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdating, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.10 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 8.01 and 8.03 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a staff member is assigned course responsibilities under Article 8.03 of the Agreement that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by 2.1 applies to those materials for a term of three (3) years from the date that the materials are last revised by the staff member and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- a) a written agreement between that staff member and that individual or those individuals;
 - b) a written agreement between the University and another organization; or
 - c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

APPENDIX G: Patent Policy

1. Objective

The University Patent Policy is intended to encourage inventors to patent inventions and to provide a mechanism for the commercial application and utilization of the inventions while rewarding the inventor and protecting the rights of the University.

2. Definitions

“Director” means the Director of the University’s Intellectual Property and Contracts Office.

“Invention” means an invention or discovery with patent possibilities made by an Inventor in the course of that Inventor’s duties at the University or through the use of University facilities or resources and includes any computer programs (software) forming part of, and capable of being patented as part of, that invention or discovery.

“Inventor” means any employee of the University, any student registered at the University (whether for credit or not), and any other person associated with the University who, in each of the foregoing categories, is bound to comply with the provisions of this Policy.

“Net Income” means all consideration received by the Inventor or the University from third parties, from the sale or licensing, in accordance with this Policy, of the Invention, less the out-of-pocket costs paid by that party 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 Inventor, failing which the value shall be determined by arbitration.

“ROI” means a Report of Invention, in form available from the Director.

3. Copyright

This Policy does not apply to copyrights on work published or unpublished, or to computer programs (software) except as noted in the definition of the Invention.

4. Plant Cultivars and Germ Plasm

The sharing of revenue earned from the registration and subsequent licensing, as appropriate, of plant cultivars and germ plasm, and other questions arising from an application for a license shall be determined in accordance with the principles of this Policy as if the same were an Invention.

5. Inventions Covered

This Policy shall apply to all Inventions including those made under grants, sponsorships, contracts or agreements approved by the University. The Policy shall not apply to Inventions made by Inventors in the course of demonstrably private research unrelated to their University duties or in the course of their activities as consultants to outside bodies, when such research or activities do not involve use of University facilities or resources.

6. Administration of the Policy

The Director shall be responsible for the administration of this Policy.

7. Patent Alternatives

7.1 An Inventor who makes an Invention and wishes to apply for a patent may, except as provided in Paragraph 10 of this Policy, do so as an individual independent of the University, or may do so through the University, as set out in these procedures.

7.2 Any Inventor who makes an Invention must submit to the Intellectual Property and Contracts Office an ROI which contains a full description of the Invention. The Inventor must complete

the section indicating whether or not the Inventor wishes to proceed independently of the University or wishes to proceed through the University.

7.3 While the Inventor may file a caveat as an intended applicant for a patent under the Patent Act (Canada) as soon as the ROI is submitted to the Director, the Inventor shall not enter into any commitments outside the University aimed at patenting, assigning or licensing the invention for thirty (30) calendar days after such submission. This will enable representatives of the Intellectual Property and Contracts Office to discuss with the Inventor the Invention and its proposed applications and commercialization.

8. Application Through the University

8.1 If the Inventor offers to assign the Invention to the University, the Inventors ROI shall be reviewed by the Patents and Licensing Committee (see Paragraph 14 below), which shall decide whether to accept assignment of the Invention.

8.2 If the University decides to accept the assignment, it shall then assume the responsibility for obtaining patents, the negotiation of assignments or licenses, and the taking of whatever other steps are deemed necessary by the University for the commercialization of the Invention without cost to the Inventor.

8.3 The Director shall consult with the Inventor on how best to facilitate public use and commercial application of the Invention. In general, patent applications will be filed only in Canada or the United States of America. Thereafter the University will attempt to verify the commercial opportunities for the Invention before deciding whether to file in additional countries or to incur additional expenses.

8.4 If the decision is not to accept the assignment, or if no decision is made by the Patents and Licensing Committee within four (4) months from the date of submission of the ROI, or such earlier or later time may be agreed upon by the University and the Inventor, the Inventor may, by notifying the Director in writing, recover full ownership of the Invention and proceed at the Inventors own discretion and own expense, pursuant to Paragraph 9 but without the thirty (30) calendar day waiting period.

8.5 The University shall remit to the Inventor not later than 15 June each year a statement reporting all relevant actions taken in respect of the Invention during the previous University fiscal year, such as the issue of a patent, the conclusion of a licensing agreement or the like; and reporting further the name and places of all establishments using the Invention under license; and reporting further all expenditures and income forming part of the calculation of Net Income for that year. The University shall also, not later than 15 June, remit to the Inventor a sum equal to 33- $\frac{1}{3}$ % of the Net Income for the previous fiscal year.

8.6 If at any time after having accepted assignment of an Invention, the University determines that it is not feasible to continue the commercialization of an Invention, and it has not outstanding contractual license or assignment obligations to third parties with respect to the Invention, it may reassign the Invention and any patent, or patent application relating thereto, to the Inventor, in which instance the Invention shall be treated as an Invention of which the Patent and Licensing Committee has pursuant to paragraph 8.4 determined not to accept an assignment.

9. Application Independently of University

9.1 When permitted pursuant to Paragraph 7 or Paragraph 8.4, the Inventor may proceed independently of the University, or arrange with any outside sponsor of the Inventors choice, to obtain patents for the Invention, to negotiate licenses, and otherwise to take whatever steps the Inventor deems necessary for the commercialization of the Invention. All such steps shall be taken at the Inventor's, or the Inventor's sponsors expense.

9.2 The University acknowledges that the Invention shall be owned by the Inventor and, except for the obligations set forth in paragraph 9.3 below, the University shall have no other rights in respect of such Invention.

9.3 The continuing obligations of the Inventor under this option shall be:

- a) to provide the University with an annual statement, not later than 15 June of each year, containing the information set out in paragraph 8.5 above;
- b) to maintain in Alberta proper records of the matters referred to in a) above and to permit the University access to the records for each year for a period of twenty-four (24) months following completion of that year.
- c) to remit to the University, with the annual statement, the sum equal to 33 1/3% of the Net Income for the previous fiscal year.

10. Compulsory Application Through the University for Multi-Inventors

If more than one Inventor is involved in making an Invention, and if there is no other agreement between the Inventors, the Invention must be offered for patenting and commercialization through the University, as contemplated in Paragraph 8. In cases involving multi-Inventors, the Patent and Licensing Committee, after consultation with the Inventors, shall approve the list of Inventors and shall determine the relative royalty apportionment for the individuals concerned. This level of apportionment will be commensurate with the level of contribution of each. If the Inventors wish to appeal the decision of the Committee in respect to the list of Inventors or to the royalty apportionment, the procedures set out in section 14.3 shall apply.

11. Variation to Net Income Apportionment

Notwithstanding any provision of paragraphs 8 or 9 of this Policy, the University and the Inventor may, with respect to an Invention, enter into an agreement in which responsibility for, and cost of, patenting and commercializing such Invention are dealt with in a manner different than provided in such paragraphs and in which Net Income is apportioned in a manner different from that provided in these sections.

12. Review of Patent Policy

The Patent Policy will be reviewed at least every five (5) years by the Patents and Licensing Committee to keep it abreast of the needs of the University. The review date will be based on the date of the Policy coming into force.

13. Assigned Inventions and Patents

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

14. Patents and Licensing Committee (Terms of Reference Attached)

- 14.1 The Patents and Licensing Committee shall consist of the Associate Vice-President (Research), the Director, one person appointed by the University Research Policy Committee, one person appointed by the AAS:UA, and one person appointed by the Advisory Committee of the Office of Intellectual Property and Contracts. The Committee chooses its own Chair.

- 14.2 In the event that a meeting of the Patents and Licensing Committee or its executive is held to make a decision respecting a particular ROI, as referred to in Paragraph 8.1 of this policy, the Inventor and the Inventor's Dean and Department Chair will be invited to attend the meeting and will have the opportunity to state their views.
- 14.3 If an Inventor or group of Inventors decides to appeal a decision of the Patents and Licensing Committee, the appeal shall be heard by a one person arbitration board, the arbitrator being chosen by the Provost.
- 14.4 If two parties in a Multi-Inventor patent dispute the relative apportionment of royalties, the dispute shall be heard by a three person arbitration board. Each party shall select a representative to the board and those two persons shall select a third person to chair the board. Where the two representatives cannot agree on a third person, the third person shall be chosen by the Provost.
15. Commitment to University Research
- A portion of Net Income shall be used to support research at the University, with special recognition being given to the Faculty, Department, or the laboratory in which the Invention originated. The University will commit a portion of its Net Income to this end and encourages University Inventors to do the same.

APPENDIX H: Detailed Procedures on Evaluation and Promotion

[to be developed in accordance with Appendix I]

APPENDIX I: Interpretation and Transition

The parties agree that:

1. An Interpretation Committee will be established and will meet regularly from July 1, 2017 to June 30, 2019 in order to monitor, review and update language based upon our experiences with the implementation of this new Agreement;
2. The Interpretation Committee will specifically monitor and review the implementation of the definitions of Appointments established in Article 6 to ensure that there is sufficient clarity and to recommend additional clarification in order to alleviate any confusion;
3. By September 1, 2017, the Interpretation Committee will provide recommendations to the Provost for their information concerning the membership composition of ATSEC, keeping in mind the models already established below and the principles of (a) appropriate and proportional elected membership from all staff members (when possible) under this Agreement; (b) representation from tenured faculty; and (c) the appointment of an external member such as from PRC;
4. Departments will require assistance to transition to the new Appointment categories and Human Resource Services and Faculty and Staff Relations will be providing that assistance. Appropriate transition time is required;
5. Procedures will be developed, as required, to effectively and consistently manage Probationary Periods, Evaluation, Promotion, Unsatisfactory and Unacceptable Performance;
6. Current Salary Schedules and Benefits Programs will remain intact until Compensation Negotiations make any changes;
7. If a Faculty is currently able to improve the terms of the Agreement (as through previous appropriate consultations under the CAS:T Agreement) then they may continue to do so (e.g. removal allowance, scholarly leaves, etc.). The Faculty must continue to ensure internal equity is maintained. Details of the variation from the Agreement should be included in the special conditions section of the appointment letter and approved by the Office of the Provost.
8. The first review of the Faculty's position expectations and standards of performance under Article 10.14 will be completed by June 30, 2022.

Current Models of Membership:

Nursing (Faculty Lecturer Evaluation Committee)

- FEC Chair to be Chair of FLEC;
- Associate Dean, Undergraduate Programs, ex officio;
- FEC members, except for the Dean and the PRC member;
- 6 Faculty Lecturers, elected by Faculty Lecturers; and
- Human Resources Officer (Resource).

Physical Education and Recreation (Coaches Evaluation Committee)

- Dean to be Chair of CEC;
- Director of Athletics;
- Associate Athletic Director(s) (non-voting);
- 3 Head Coaches at a minimum rank of Senior Coach, elected by Faculty Council;
- 1 full-time academic staff member (non-coaching) elected by Faculty Council;
- 1 external AASUA member appointed by the Chair, from recommendations received from Coaches.