

# **Common Agreement**

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## Recitals

WHEREAS The Board of Governors of the University of Alberta, of the first part, (the "Board") exercising authority given to it pursuant to the *Post Secondary Learning Act* (Alberta);

AND WHEREAS The Association of the Academic Staff of the University of Alberta, of the second part, (the "Association") acting on behalf of each academic staff member,

HEREBY AGREE that this Agreement as hereinafter set forth constitutes the collective agreement provided for in Section 84(1) of the *Post Secondary Learning Act* (Alberta) and Section 58.1(3) of the *Alberta Labour Relations Code* for those employees of the Board designated as academic staff members by the Board in accordance with Section 60(2) of the *Post Secondary Learning Act* (Alberta):

**NOW WITNESSETH THAT** in consideration of the premises and the matters hereinafter contained, the Board and the Association (each a "party and together the "parties") hereto agree as follows:

## Article 1: Definitions and Abbreviations

- 1.00 “Academic Faculty” means a person who has been appointed under Schedule A of this Agreement.
- 1.01 “Academic Teaching Staff” (or “ATS Member”) means a person who has been appointed under Schedule D of this Agreement.
- 1.02 “Administration Advisor” means a University employee with duties associated with advising the Employer under this Agreement.
- 1.03 “Administrative and Professional Officer” (or “APO Member”) means a person who has been appointed under Schedule F of this Agreement.
- 1.04 “Agreement” means this collective agreement, having the components set out in Article 2.01, including all schedules, appendices and other ancillary documents that have been expressly agreed to be included in the collective agreement by the parties and expressly referenced herein.
- 1.05 “Appointing Officer” means the person responsible for appointing the Staff Member.
- 1.06 “Association” means the Association of the Academic Staff of the University of Alberta.
- 1.07 “Board” means the Governors of the University of Alberta.
- 1.08 “Chief Librarian” means the chief executive officer of the University Libraries.
- 1.09 “Continuing Appointment” means an appointment of a Staff Member without a fixed term, which may be terminated in accordance with the terms of this Agreement.
- 1.10 “Day” or “Days” means Monday through Friday but does not include statutory holidays and days when the University is closed. Reference in this Agreement to week, month and year shall refer to the calendar period.
- 1.11 “Dean” means the head of a Faculty, as appointed by the Board.
- 1.12 “Department” means
- a) the academic unit of a Faculty, established as such by the Board; and
  - b) non-teaching departments, which means those departments not administered by a Faculty, and which have separate accounts in the University’s budgeting system.
- 1.13 [Vacant]
- 1.14 “Director” means the administrative head of a unit.
- 1.15 “Faculty” means an academic unit of the University established as such by the Board, pursuant to section 19(e) of the PSLA.
- 1.16 “Faculty Council” means the council created by that name in accordance with section 28 of the *Post Secondary Learning Act*; for the purposes of the Schedules to this Agreement, voting on decisions required by each Schedule shall be restricted to the Staff Members appointed in the Faculty under that Schedule.
- 1.17 “Faculty Service Officer” (or “FSO Member”) means a person who has been appointed under Schedule B of this Agreement.
- 1.18 “Increment” means the basic unit by which a Staff Member’s salary is increased, as may be applicable.

- 1.19 “Librarian” means a person who has been appointed under Schedule C of this Agreement.
- 1.20 “Library Council” means a council, chaired by the Chief Librarian, which includes all Staff Members employed in the University Libraries. For the purposes of Schedule C, voting on decisions required by Schedule C shall be restricted to those affected.
- 1.21 “President” means the President of the University as appointed by the Board.
- 1.22 “Provost” means the Provost and Vice President (Academic) of the University as appointed by the Board.
- 1.23 “Restricted Funds” mean funds subject to externally imposed stipulations (explicit or implicit) that specify the purpose for which the contribution is to be used. These funds are related to research (grants, contracts, and donations), special purpose (grants, contracts, and donations) or endowments (grants, contracts, and donations).
- 1.24 “Senior Administrator” means the individual in any given group of administrators who holds the most authority.
- 1.25 [Vacant]
- 1.26 “Service” means continuous years of service as an employee in the bargaining unit.
- 1.27 “Staff Member” means a person who is a member of the bargaining unit, defined as the group of employees of the Board designated as academic staff members by the Board in accordance with Section 60(2) of the *Post Secondary Learning Act* (Alberta), and who have been appointed under this Agreement in one of the following categories:
- a) Academic Faculty: at the rank of Professor, Associate Professor, or Assistant Professor, in accordance with Schedule A, including persons appointed under the predecessor Faculty agreement;
  - b) Faculty Service Officer (or “FSO Member”), at the rank of FSOI, FSOII, FSOIII, FSOIV, in accordance with Schedule B, including persons appointed under the predecessor Faculty Service Officer agreement;
  - c) Librarian at the rank of Librarian 1, Librarian 2, or Librarian 3, in accordance with Schedule C, including persons appointed to a Librarian position under the predecessor Librarian agreement;
  - d) Academic Teaching Staff (or “ATS Member”), at the rank of Assistant Lecturer, Associate Lecturer or Full Lecturer, in accordance with Schedule D, including persons appointed to an ATS position under the predecessor Academic Teaching Staff agreement;
  - e) Trust/Research Academic Staff (or “TRAS Member”), in accordance with Schedule E, including persons appointed to a TRAS position under the predecessor Trust/Research Academic Staff agreement;
  - f) Administrative and Professional Officer (or “APO Member”), in accordance with Schedule F, including persons appointed to an APO position under the predecessor Administrative and Professional Officer agreement;
  - g) Temporary Librarian, Administrative, and Professional Staff (or “TLAPS Member”), in accordance with Schedule G, including persons appointed under the predecessor Temporary Administrative and Professional Staff agreement.
- 1.28 “Supervisor” means the Staff Member’s immediate supervisor for APO Members and TLAPS Members; and the Appointing Officer for TRAS.
- 1.29 “Supervisor” means, for Librarians, the Librarian to whom the Staff Member reports and is accountable, or the Chief Librarian, or another Librarian who is delegated that responsibility on behalf of the Librarian. At least annually, the Chief Librarian shall provide to the Association a complete list of Librarians and the Supervisor to whom each reports. When a Librarian reports to more than one person, the Supervisor shall consult with the other person in making evaluations.

- 1.30 “Temporary Appointment” means an appointment with a fixed or rolling term, which will be terminated at the expiration of the fixed/rolling term or which may be terminated earlier by resignation, retirement, death, or in accordance with the terms of this Agreement.
- 1.31 “Temporary Librarian, Administrative, and Professional Officer” (or “TLAPS Member”) means a person who has been appointed under Schedule G of this Agreement.
- 1.32 “Tenure” means an appointment of an Academic Faculty Member or Librarian without term, in accordance with the terms of this Agreement.
- 1.33 “Trust/Research Academic Staff” (or “TRAS Member”) means a person who has been appointed under Schedule E of this Agreement.
- 1.34 “Trustholder” means the individual who is accountable, according to University policy, for the receipt of Restricted Funds revenue and appropriate expenditure of this revenue ensuring that it is in compliance with the terms and conditions of the sponsor(s) and with University policies and procedures.
- 1.35 “Unit” is the term used to describe the organizational structure to which a Staff Member is appointed.
- 1.36 “University” means University of Alberta.
- 1.37 “Vice-President” means a senior administrator with a number of reporting units within the University. Where the term “Vice-President” is used in this Agreement, unless otherwise stated, it means the specific Vice-President to whom the other administrative officials relevant to the context are accountable.

### Abbreviations

- 1.38 The following abbreviations are used in this Agreement:

ARC means the Agreement Review Committee;  
 FEC means the Faculty Evaluation Committee;  
 GAC means the General Appeals Committee;  
 GFC means the General Faculties Council of the University;  
 PSLA means the *Post Secondary Learning Act*;  
 Code means the *Alberta Labour Relations Code*;  
 FSO means Faculty Service Officer;  
 ATS means Academic Teaching Staff;  
 TRAS means Trust/Research Academic Staff;  
 APO means Administrative and Professional Officer;  
 LEC means the Librarian Evaluation Committee;  
 ATSEC means the Academic Teaching Staff Evaluation Committee;  
 TLAPS means Temporary Librarian, Administrative, and Professional Staff.

### Exclusions

- 1.39 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, unless the duties consist of teaching the equivalent of a three-credit course (e.g., Spring or Summer term);
  - 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 only 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;
- g) persons who do not receive University remuneration for the services performed; and/or
- h) persons who would otherwise be Staff Members appointed to a TLAPS or TRAS position but whose duties consist of a commitment of less than 14 hours per week.

## **Article 2: Term of Agreement, Agreement Review Committee and Collective Bargaining**

2.01 This Agreement includes the following, with application as stated:

- Common Agreement, applicable to all Staff Members
- Schedule A, applicable only to Academic Faculty members
- Schedule B, applicable only to FSO Members
- Schedule C, applicable only to Librarians
- Schedule D, applicable only to ATS Members
- Schedule E, applicable only to TRAS Members
- Schedule F, applicable only to APO Members
- Schedule G, applicable only to TLAPS Members

2.02 This Agreement shall be effective July 1, 2018 and expire on June 30, 2020 (the "Expiration Date"), however, if notice to bargain is not given in accordance with the Code, the Expiration Date of this Agreement shall be deemed to be extended by one year.

2.03 There shall be no strike or lockout during the term of this Agreement.

2.04 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)**

2.05 There shall be an ARC which shall:

- a) serve as a joint reference body for consideration of all matters pertaining to this Agreement, including the interpretation of language which affect the contracts of Staff Members;
- b) consider and may approve variations to the composition of an FEC upon the recommendations of a Faculty Council; and

2.06 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.

2.07 The Board and the Association shall each have one vote on ARC.

2.08 Matters referred to ARC under Article 2.05 (c) may be brought forward by the Provost or by the President of the Association.

2.09 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.

#### **Time Lines**

- 2.12 Subject to the Code, the parties may vary the timelines under this Article 2 by mutual agreement.

#### **Notice to Commence Collective Bargaining**

- 2.13 On or after January 1 preceding the Expiration Date, either party may give the other notice in writing of its intent to commence collective bargaining.
- 2.14 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.

#### **Commencement of Negotiations**

- 2.15 On or after February 1st following the written notice in accordance with Article 2.13, the parties shall meet for the purpose of commencing collective bargaining. Within 15 days of that meeting, or such longer period as may be agreed, the parties shall exchange collective bargaining proposals.
- 2.16 The parties shall bargain collectively in good faith and make every reasonable effort to enter into a renewal collective agreement.
- 2.17 Each party may invite consultants and resource persons to attend negotiating sessions.

#### **Settlement and Ratification**

- 2.18 Where a settlement has been reached, the parties shall refer it to the Board and to the Association for ratification, in accordance with their respective ratification processes.
- 2.19 If a settlement 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 a renewal collective agreement.
- 2.20 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**

- 2.21 The provisions of this Agreement and each renewal collective agreement are binding on:
- a) the Association and every Staff Member on whose behalf it has bargained collectively; and
  - b) the Board.



### Article 3: Academic Freedom

#### Academic Freedom

- 3.01 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge through teaching, research and other scholarly and creative activities and service. Academic Freedom is essential to these endeavours.
- 3.02 Each Staff Member is expected to engage in these endeavours, or to support the engagement of these endeavours.
- 3.03 The parties to the Agreement agree to uphold and protect the principles and practices of Academic Freedom. Academic Freedom shall not confer legal immunity; nor shall it diminish the obligation of Staff Members to meet their responsibilities to the University as set out in this Agreement.
- 3.04 The collection, organization, and dissemination of knowledge will be done freely and without bias in support of the research, teaching, and study needs of the University community. The Parties agree that no censorship based on moral, religious, or political values shall be exercised or allowed against any material acquired or deposited in the library collections of the University.
- 3.05 Academic Freedom specifically entails, but is not necessarily limited to, the right to:
- a) conduct research and to publish the results;
  - b) teach, learn, investigate, speculate, comment, question, criticize, and discuss;
  - c) select, acquire, disseminate, or critique ideas, documents or other materials in the exercise of the Staff Member's academic responsibilities;
  - d) create, exhibit, perform or adjudicate works of art:
- all without censorship or deference to prescribed doctrine.
- 3.06 Academic Freedom does not require neutrality nor does it preclude commitment on the part of a Staff Member. Rather, Academic Freedom makes such commitment possible. It carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching, publication, and other forms of scholarly expression in the search for knowledge. Accordingly, Staff Members shall have the right to publicly disclose information about risks to research participants or the general public, or threats to public interest, that become known in the course of their research.
- 3.07 In the exercise of Academic Freedom, Staff Members shall respect the Academic Freedom of others.
- 3.08 In the exercise of extramural critique, Staff Members shall not purport to speak on behalf of the University unless so authorized. An indication of affiliation with the University should not be construed as speaking on behalf of the University.
- 3.09 Notwithstanding Articles 3.01 to 3.07, a Staff Member who has agreed to a research grant or contract will comply with its terms and conditions.
- 3.10 This Article 3 does not apply to APO Members and the administrative professionals in TLAPS (Schedules F and G, respectively).

#### **Article 4: Management Rights**

- 4.01 The Association and its members recognize the authority and responsibility of the Board of Governors to manage the operation of the University of Alberta, in accordance with the PSLA.
- 4.02 The Board of Governors agrees to exercise its management responsibilities in a fair, reasonable, equitable and non-arbitrary manner consistent with the provisions of this Agreement.
- 4.03 Where a University policy or procedure is in conflict with a term of this Agreement, the Agreement shall take precedence.
- 4.04 The Board of Governors will not adopt, change or implement policies or procedures that affect the terms and conditions of employment of Staff Members, as defined in this Agreement, without the prior consultation with the Association.
- 4.05 The parties acknowledge the existing rights, privileges, and responsibilities of Staff Members to participate in the formulation and/or recommendation of policy and procedure within the University and to participate in the governance of the University, in accordance with University policies, as applicable.

#### **Article 5: Association Recognition**

- 5.01 In accordance with the provisions of 60(2) and 85(2) of the PSLA, a person designated as an academic staff member, and appointed to a position under this Agreement is a member of the Association on the date of appointment.
- 5.02 Association dues shall be deducted from the Staff Member's pay and shall be remitted to the Association.
- 5.03 The Employer shall provide to the Association on an ongoing monthly basis (or annually where stipulated) in electronic form the following information for each Staff Member, or on an aggregate basis where stipulated:
- a) Employee ID;
  - b) Last Name;
  - c) First name;
  - d) Initial;
  - e) Birthdate;
  - f) Gender, as may be identified by the Staff Member;
  - g) Date of current appointment and service date;
  - h) Appointment category (in accordance with Article 1.27);
  - i) The number of Staff Members in each category;
  - j) Extent of duties (full time or part time);
  - k) Appointment status (tenure track, tenure, fixed term, probationary) and term;
  - l) Rank and Position (and job titles);
  - m) Department and Unit ;
  - n) Faculty Description;
  - o) All individual compensation, including but not limited to: salary; salary adjustments (if any); and stipends (if any); and the period of payment to be reported;
  - p) the amount of dues or fees deducted from each individual Staff Member's salary and remitted to the Association;
  - q) University of Alberta email address;
  - r) Hospital email addresses for clinical staff;
  - s) Staff Members on unpaid leave (the list to specify the nature and the periods of the unpaid leave);
  - t) Union code; and

on an annual basis, on or before July 31, for the preceding academic year:

- u) the number of merit Increments available to be awarded per category;
  - v) the number of merit Increments awarded per category and rank;
  - w) the aggregate value of merit awarded for each category and rank;
  - x) the merit Increment awarded (and citation where a zero merit is awarded);
  - y) Annual aggregate remuneration of all categories of employees (in accordance with Article 1.27) as at October 1, to be provided no later than the end of December; and
  - z) on request by the Association, a Staff Member's home address, as recorded in Peoplesoft.
- 5.04 The Employer will provide a monthly list of Staff Members subject to dues and the changes (additions and deletions) that have occurred during the month and the reasons therefore.
- 5.05 The Employer acknowledges the rights of the Association:
- a) to secure release time for Staff Members in order to further the work of the Association, subject to Articles 5.06 and 5.07; and
  - b) to access meeting space for the Association council, executive and other committees deemed necessary by the Association to carry out its responsibilities.
- 5.06 A Staff Member seeking release time to further the work of the Association shall submit a request to their Department Chair, or Supervisor, as applicable, with as much advance notice as possible. Subject to operational requirements, the request shall not be unreasonably denied and shall be without loss of salary and benefits. The Association shall not be required to reimburse the Employer for the Staff Member's salary while on release, except for those Staff Members who require release from teaching responsibilities. The Association may be required to substantiate the basis for the request.
- 5.07 Subject to Article 5.06, the Association has the sole authority to determine which of its members shall be eligible for all or partial release time from regular duties, and for what period of time.

**Release Time for Association Executive and Negotiations Team**

- 5.08.1 Subject to Article 5.08.3, the President of the Association shall be entitled to full-time release from employment responsibilities, and at a minimum, the Vice-President to half-time release, and the Officers and Directors to quarter-time release per academic year. Members of the Association's negotiations team shall be entitled to, at minimum, quarter-time release per academic term for the duration of bargaining. Release time may be less at the option of the Association.
- 5.08.2 The Association will inform the Employer of the names of the members identified in Article 5.08.1, as soon as those members are elected or appointed, normally not later than June 30 of any year for a term of office that begins July 1, or as soon as possible with as much notice as possible.
- 5.08.3 Release time provided shall be without loss of salary or benefits. With respect to release from teaching responsibilities, the Association shall reimburse the Employer the costs to appoint a replacement. In all other cases, the Association shall reimburse the Employer for the total compensation costs of the Staff Member, pro-rated based on the percentage of time on release.
- 5.08.4 For the portion of time not released for service to the Association, the normal evaluation and Merit increment processes in this Agreement shall apply. If a Staff Member is on full-time release for an academic year, their performance shall not be evaluated for that year. In lieu of Merit incrementation, the Staff Member has the option to receive an increase to their salary in an amount equivalent to the average of the previous 3 year's Merit increments or to proceed with the normal evaluation process.
- 5.08.5 Notwithstanding the sabbatical provisions under this Agreement, the years of service earned while President of the Association shall be counted towards sabbatical eligibility.

- 5.09 The Employer agrees that the Association shall be entitled to use meeting rooms on the University premises for the conduct of Association business subject to availability and normal scheduling requirements, and at the internal prevailing rate.
- 5.10 Subject to University policies and procedures, the Association or Members on its behalf may post materials on University premises in order to transact official business of the Association.

## **Article 6 [Vacant]**

## **Article 7: Discipline**

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

### **Written complaints**

- 7.02.1 Any person may make a written complaint to the Provost about alleged misconduct. The complainant shall provide a description of the act or omission.
- 7.02.2 The Provost may exercise discretion not to authorize an investigation if the complaint is deemed to be vexatious or frivolous.
- 7.02.3 The use of this Article 7 is inappropriate where there are other existing dispute resolution mechanisms in this Agreement.
- 7.02.4 If the written complaint is not received by the Provost within 6 months of the date that the alleged misconduct became known to the complainant, the complaint shall be considered abandoned. Notwithstanding Article 7.10, where circumstances reasonably warrant, the Provost has the discretion to extend the timeline.

### **Preliminary Assessment**

- 7.03.1 Once the Provost is aware of the alleged misconduct referenced in Article 7.02.1, the Provost shall preliminarily assess the severity of the alleged misconduct as either Level 1 or Level 2, as those terms are defined in Article 7.03.2(a) and (b).
- 7.03.2 (a) Level 1 shall mean misconduct attracting possible disciplinary action in the form of a written letter of reprimand. (It is understood that a written letter of expectation or warning are not disciplinary action.)
- (b) Level 2 shall mean misconduct attracting possible disciplinary action in the form set out in 7.11.2.
- 7.03.3 If the alleged misconduct is assessed by the Provost as Level 1, the Provost may delegate to the Deputy Provost, a Vice-Provost, Dean or other appropriate administrative officer (the "designee"). Hereinafter, for purposes of Level 1, Provost shall mean Provost or designee and for purposes of Level 2, Provost shall mean Provost or Deputy Provost.

### **Level 1 Misconduct**

- 7.04.1 In the case of the alleged Level 1 misconduct the Provost may conduct an inquiry into the allegations of misconduct. The respondent shall, at a minimum, be provided an opportunity to know and respond to the allegations. The respondent, should they choose to be represented, shall only be represented by the Association. If the inquiry is not commenced within two weeks of the date that the Provost is aware of the alleged misconduct, the complaint shall be considered abandoned.

- 7.04.2 If the Provost has delegated Level 1 misconduct to a designee, and if the designee reassesses the severity of the alleged misconduct as Level 2 misconduct, the matter shall be referred back to the Provost.
- 7.04.3 Following the inquiry described in Article 7.04.1, if the Provost reasonably believes that discipline of the kind referenced in Article 7.03.2 (a) is warranted, discipline of that kind may be issued.
- 7.04.4 Discipline issued in accordance with Article 7.04.3 shall be expunged from all of the respondent's personnel files 6 months following its effective date, determined in accordance with Articles 7.16.1 and 7.16.2, provided there are no further incidents of similar misconduct within that period. Once expunged, the letter of reprimand shall never be used in any subsequent disciplinary matter nor in any grievance process.
- 7.04.5 The decision to issue discipline in accordance with Article 7.04.3 shall be subject to the grievance process.

### **Level 2 Misconduct**

- 7.05.1 On acceptance of a complaint wherein the Provost assesses the severity of the alleged misconduct as Level 2, the Provost shall prepare a Notice of Complaint and send it together with a copy of the complaint to the respondent and the Association. At the same time, the Provost shall advise the respondent of the availability of advice from the Association. In this Notice of Complaint, the Provost shall advise the respondent of their right to meet directly with the Provost to discuss the complaint.
- 7.05.2 The respondent, should they choose to be represented, shall only be represented by the Association at any meeting under this Article 7.
- 7.05.3 The purpose of the meeting referenced in Article 7.05.1 is to provide the respondent and the Association the opportunity to make representation to the Provost.

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

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

### **The Investigation**

- 7.07.1 Should the Provost authorize an investigation of the complaint, the Provost shall within 10 days appoint an investigator to carry out an investigation to be completed within a reasonable time period. The investigator appointed to carry out the investigation shall be selected by mutual agreement of the parties.
- 7.07.2 The investigator shall meet with the respondent and the complainant, and shall provide the respondent and complainant the opportunity to make written submissions.
- 7.07.3 The investigator may meet with any persons that could provide information relevant to the complaint. The investigator may receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the initial letter of complaint.

- 7.07.4 Should the complainant or the respondent reside outside of the Edmonton area, the investigator may make electronic / telecommunication arrangements to obtain a reasonably complete account of all particulars relevant and in response to the complaint.
- 7.07.5 The investigator may arrange to meet together with the respondent and the complainant to clarify information. Such a meeting is subject to mutual agreement of the respondent and the complainant.
- 7.07.6 Upon completion of the investigation, the investigator shall submit a written report to the Provost with a copy to the Association. The Provost shall provide a copy to the respondent and the complainant.

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

- 7.08.1 The respondent and the complainant may each submit a written response to the investigator's report to the Provost, within 10 days of receipt of the report; the Provost shall send a copy of such response to the other party within 10 days of receipt.
- 7.08.2 Within 10 days, the respondent and the complainant may submit written rebuttals to the responses made pursuant to Article 7.08.1. The rebuttal statements under this Article 7.08.2 shall be the last submissions made unless requested otherwise by the Provost.

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

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

#### **Extension of deadlines**

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

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

- 7.11.1 The Provost shall, in writing:
- a) dismiss the complaint; or
  - b) discipline the respondent in accordance with Article 7.11.2 stating the effective date in which the discipline will be imposed. Such decision shall be binding subject to grievance pursuant to Article 7.15.2; or
  - c) issue such other decision as may be agreed between the parties.
- 7.11.2 The discipline, subject to Article 7.15.2, may include one or more of the following:
- a) a suspension with pay;
  - b) a suspension without pay; or
  - c) dismissal.
- 7.11.3 The discipline issued in accordance with Articles 7.11.2(a) and 7.11.2(b) shall be expunged from all of the respondent's personnel files 24 months following its effective date, provided there are no further incidents of similar misconduct within that period.
- 7.11.4 The Provost shall advise the complainant, respondent and the Association of the decision, in writing.

## **Effect of Procedures in Alternative Forums**

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

## **Mediation**

- 7.13.1 Should the Provost decide that the written complaint shows a breakdown in interpersonal relations, the Provost may recommend that the individuals concerned participate in mediation.
- 7.13.2 Should mediation be successful, the complainant shall notify the Provost, in writing, and no further action on the complaint shall be taken. If such a procedure is not successful, the Provost shall be so advised by the mediator. In such a case, the complaint shall revert to Article 7.06.1.
- 7.13.3 Proceedings under the mediation process are confidential and without prejudice and cannot, subject to Article 7.17, be used in any other proceedings.

## **Communications to the Respondent**

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

## **Association's Options**

- 7.15.1 Within 30 days of receipt of the Provost's decision under Article 7.11.4, the respondent may request the Association to refer the matter to the grievance process, and the Association may:
- a) take no action on the request; or
  - b) refer to the grievance process, the decision or discipline, or both.
- 7.15.2 Within 30 days of receiving a request by the respondent to do so, the Association shall inform the Provost in writing whether or not it wishes to refer the decision or discipline or both to the grievance process.
- 7.15.3 The Article 14 (Grievance) process applies to the decision or discipline referred to grievance under this Article 7.
- 7.15.4 It is understood that Article 7.15.1 does not preclude the parties from engaging in settlement discussions.

## **Effective date of discipline**

- 7.16.1 The effective date of the discipline shall be determined by the Provost unless the Association has decided to submit the matter to the grievance process.
- 7.16.2 Should the Association decide to submit the matter to grievance, the effective date shall be determined pursuant to the findings of the grievance process or the decision of the arbitrator as the case may be. The Provost may impose an earlier date, which the Provost is empowered to do:
- a) in cases involving suspension or dismissal, where health, safety or welfare of the University campus community is involved or the actions under review involve an immediate threat to the functioning of the University or;
  - b) in cases involving abandonment of employment.

**Publicity resulting from discipline case**

7.17 Proceedings under this Article 7 shall be restricted and private to persons involved. When discipline is imposed, publicity shall be restricted to those persons who have a need to know about the case, (including, where applicable, the Department Chair and the Dean). When discipline is not imposed, publicity shall be restricted to that which is necessary to correct information which may have become known. When a resolution is reached in accordance with the procedures of this Article 7, both parties must agree before any publicity that refers to information provided in the process can be authorized. Prior to releasing any information beyond administrative officers of the University, the Provost shall consult with the Executive Director of the Association. In the cases where discipline is not imposed, the Provost shall also consult with the respondent.

**Non-disciplinary suspension**

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

**Article 8: Leaves**

8.01 Staff Members shall be eligible for the leaves set out in this Article 8 in accordance with the following table.

Leaves	Faculty	FSO	Librarians	ATS	TRAS	APO	TLAPS
Assisted	yes	no	no	no	no	no	no
Political	yes	yes	yes	yes	yes	yes	yes
Discretionary	yes	yes	yes	yes	yes	yes	yes
Secondment	yes	yes	yes	yes	yes	yes	yes
Special Travel	yes	no	no	no	yes	no	no
Leaves as provided in the Employment Standards Code ("ESC")	All Staff Members are eligible for ESC leaves in accordance with the terms of the statute. These leaves are described at <a href="https://www.alberta.ca/job-protected-leaves.aspx">https://www.alberta.ca/job-protected-leaves.aspx</a> . Any entitlement to continued wages, financial assistance or top-up during such leave(s) is in accordance with, and subject to, the provisions of Article 8.						
Other Leaves as provided in the collective agreement	Provided in accordance with the applicable terms of the collective agreement.						

8.02 Leaves shall be awarded following application for leave to be made by the Staff Member and approved by the Department Chair/Supervisor.

8.03 Should leave be granted to a Staff Member during a probationary appointment or period, the term of the probationary appointment/period may be extended in accordance with the provisions of probationary Article of the applicable Schedule.

**ASSISTED LEAVE**

**Purpose**

8.04.1 The purpose of assisted leave is to help Staff Members pursue advanced graduate study, keeping in mind the specific needs of the University.



### **Availability of assisted leaves**

8.04.2 The Provost may limit the number of assisted leaves that may be granted in an academic year.

### **Eligibility**

8.04.3 A Staff Member is eligible to apply for assisted leave but normally the leave will not be granted to a Staff Member serving a probationary period.

### **Application for assisted leave**

8.04.4 Application for assisted leave shall be made to the Department Chair/Supervisor who shall determine whether or not leave shall be granted. The Staff Member may appeal the decision of the Department Chair/Supervisor to the Dean/Supervisor's supervisor whose decision shall be final and binding.

### **Length of assisted leave**

8.04.5 The normal length of assisted leave will be one year, but leave for 6 months may also be granted.

8.04.6 Assisted leave shall start on January 1 or July 1.

### **Financial assistance**

8.04.7 The salary rate of a Staff Member on assisted leave shall be one-half of the salary rate to which the Staff Member is entitled on the date the leave starts. The salary paid shall be reduced by one half of the net amount of scholarships, bursaries or forgivable loans obtained by the Staff Member. Net amount means the total of such aid less any tuition and registration fees.

### **Conditions on assisted leave**

8.04.8 The following conditions apply to assisted leave:

- a) a Staff Member may not be granted more than a total of one year's assisted leave during their employment as a Staff Member at the University;
- b) a Staff Member on assisted leave may not undertake paid work for any other employer without the written consent of the Provost or the Vice President; and
- c) a Staff Member shall give a written undertaking to return to University employment for at least two years as soon as practicable after completing the leave period, or to refund 1/24 of the financial assistance received from the University for each month of the two-year period that is not served.

8.04.9 If no other arrangements are made, repayment of the assisted leave financial assistance may be accomplished by deducting the amount due from the Staff Member's salary that would otherwise be payable.

## **POLITICAL LEAVE**

### **Purpose**

8.05.1 The purpose of political leave is to release Staff Members from duties during a period when they hold public office.

### **Eligibility**

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

### **Application**

8.05.3 A Staff Member who is eligible for political leave shall apply to the Dean or Vice-President whose decision shall be final and binding, conditional on the Staff Member being elected.

### **Length of political Leave**

- 8.05.4 The length of political leave of a Staff Member who has been granted such leave under Article 8.05.3 shall be:
- a) in the case of election to the Provincial Legislature, for the period of each year when the legislature is sitting or for the life of the Provincial Legislature, if the latter is requested by the Staff Member and approved by the Dean or Vice-President;
  - b) in the case of election to the House of Commons, for the life of the Federal Parliament;
  - c) in the case of appointment as a Minister of the Crown, for the term of office; and
  - d) in the case of election to municipal/local government, for a period appropriate to the circumstances;

but in no case shall extend beyond the end of a Temporary Appointment.

### **Financial assistance**

- 8.05.5 Political leave shall be without pay.

### **Return to service**

- 8.05.6 When a term of office expires, the Staff Member shall inform the Dean or Vice-President and make arrangements for return to active service and full pay.
- 8.05.7 When an additional term of office is contemplated, the Staff Member shall reapply for leave.

## **MATERNITY LEAVE**

- 8.06.0 For the purposes of Articles 8.06.1 to 8.06.7, "EI" shall mean Employment Insurance or Employment and Social Development Canada – Employment Insurance.

### **Purpose**

- 8.06.1 Maternity Leave is to provide a Staff Member with leave for the purpose of bearing a child.

### **Length of Maternity Leave**

- 8.06.2 A Staff Member shall be entitled to Maternity Leave in accordance with the Alberta Employment Standards Code and the provisions of this Article 8. In any case, the length of Maternity Leave shall not extend beyond the end date of a Temporary Appointment.

### **Application**

- 8.06.3 A Staff Member who wishes to take Maternity Leave shall inform their Department Chair/Supervisor in writing as soon as possible, indicating the effective date of the leave.

### **Maternity Top Up Benefits Payments**

- 8.06.4 Subject to Article 8.06.5, during Maternity Leave, the Staff Member shall be entitled to:
- a) for up to 15 weeks, 95% of regular weekly salary (less usual deductions, less the weekly EI Maternity Benefits payment). In no case shall the sum of the EI Maternity Benefits payment and the Top Up Benefits exceed 95% of regular salary.
  - b) continued coverage in those benefit programs for which the Staff Member was covered immediately prior to the Maternity Leave.
- 8.06.5 A Staff Member shall provide documentary evidence to the University of entitlement to, and the amount of, EI Maternity Benefits. Such documentation shall be required to authorize release of Top Up payments under Article 8.06.4.

## **Coordination with Medical Leave**

8.06.6 Notwithstanding the provisions of Article 8.06,2, a Staff Member whose physician certifies that, for medical reasons, the Staff Member should be absent from University duties for a period longer than the maximum allowable Maternity Leave, such additional leave shall be considered as Medical Leave under Article 9. Furthermore, if the Staff Member is eligible for additional EI Maternity Benefits, payments under Article 8.06.4 shall continue until the expiry of EI Maternity Benefits.

## **Designation as service**

8.06.7 Maternity Leave shall be considered as service for purposes of Academic Faculty Members' sabbatical eligibility.

## **PARENTAL LEAVE**

8.07.0 For the purposes of Articles 8.07.1 to 8.07.8, "EI" shall mean Employment Insurance or Employment and Social Development Canada – Employment Insurance.

### **Purpose**

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

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

8.07.2 A Staff Member shall be eligible for Parental Leave in accordance with the Alberta Employment Standards Code, (as at January 1, 2019: 62 weeks), and the provisions of this Article 8. In any case, the length of Parental Leave shall not extend beyond the end date of a Temporary Appointment.

### **Application**

8.07.3 A Staff Member who wishes to take Parental Leave shall inform the Department Chair/Supervisor in writing as soon as possible, indicating the effective date of the leave.

### **Parental Top Up Benefits Payments**

8.07.4 Subject to Article 8.07.5, during Parental Leave, the Staff Member shall be entitled to:

- a) for up to 10 weeks, 95% of regular weekly salary (less usual deductions, less the weekly standard EI Parental Benefits payment). In no case shall the sum of the standard EI Parental Benefits payment and the payment from the Top Up Benefits exceed 95% of regular salary.
- b) for up to 10 weeks, continued coverage in those benefit programs for which the Staff Member was covered immediately prior to the Parental Leave.

8.07.5 Article 8.07.4 shall not apply to TLAPS Members, TRAS Members and ATS Members.

8.07.6 A Staff Member shall provide documentary evidence to the University of entitlement to, and the amount of, standard EI Parental Benefits. Such documentation shall be required to authorize release of Top Up payments under Article 8.07.4.

### **Conditions**

8.07.7 Parental Leave shall be considered as service for purposes of Academic Faculty Members' sabbatical eligibility.

8.07.8 A Staff Member who has been granted Parental Leave shall give a written undertaking to the Department Chair/Supervisor either to return to the service of the University for 6 months following such leave or, alternatively, to reimburse the University for all salary payments made to or on behalf of the Staff Member while on Parental Leave.

## **OTHER LEAVES**

### **Discretionary Leave**

- 8.08 The Provost or Vice President may grant leave with pay, with partial pay, or without pay to Staff Members for prescribed periods and purposes, subject to a written agreement.

### **Secondments**

- 8.09.1 A Staff Member may apply for, and the Department Chair/Supervisor may approve, the secondment of the Staff Member to another position within the University, i.e. an internal secondment, or with an external employer or agency.
- 8.09.2 The Staff Member may appeal the decision of the Department Chair/Supervisor to the Dean or Vice-President, as appropriate, whose decision shall be final and binding.
- 8.09.3 Prior to a secondment, a Staff Member shall be provided a Secondment Agreement clearly outlining the terms and conditions of the secondment.
- 8.09.4 The Secondment Agreement shall include information regarding:
- a) the duties and responsibilities of the position to which the Staff Member is being seconded;
  - b) the term of the secondment;
  - c) remuneration and benefits;
  - d) the performance review process;
  - e) the process by which the secondment may be terminated;
  - f) the status and position of the Staff Member on expiry of the secondment; and
  - g) any special conditions.
- 8.09.5 During the term of the Secondment Agreement, the Staff Member will continue to be a member of the Association and an employee of the University.

### **Special Travel Leave**

- 8.10.1 In special cases, travel leave may be granted, upon application to the Staff Member's Department Chair/Supervisor, to assist Staff Members to complete the requirements for the degree of Ph.D. or its equivalent. An example of such leave is the case of a Staff Member who is required to defend a doctoral dissertation. This provision is for short periods, only. The Staff Member is required to make necessary arrangements with the Department Chair/Supervisor with regard to the period the Staff Member must be away from the campus.
- 8.10.2 The Staff Member shall sign an agreement undertaking to remain in the service of the University for 6 months following the travel leave. The amount to be repaid in default of other arrangements may be deducted from the Staff Member's salary entitlement.

### **Article 9: Medical Leave**

- 9.01 In this Article 9:
- 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;
  - b) "Medical Certificate" means a certificate signed by a qualified physician and submitted to the University's disability plan manager/adjudicator, verifying:
    - (i.) that a medical condition exists and, if a treatment plan has been recommended, that the Staff Member is participating, to the best of the qualified physician's knowledge;

- (ii.) an anticipated date upon which the Staff Member is expected to be able to meet the full or modified responsibilities of their position; and
    - (iii.) any medical limitations or restrictions that impact the Staff Member's ability to meet the full or modified responsibilities of their position;
  - c) "Temporary Employee" means a full-time Staff Member on a Temporary Appointment less than 12 months in duration or part-time Staff Member on a Temporary Appointment of any duration; and
  - d) "Appropriate Officer" means the Dean, Department Chair or Supervisor as appropriate.
- 9.02 Subject to Article 9.04, Medical Leave for fewer than 20 days is a Department/Unit matter. The Staff Member shall inform the Appropriate Officer of the Medical Leave and provide an estimate of its duration. The Appropriate Officer may require the Staff Member to provide a Medical Certificate to the University's disability plan manager/adjudicator.
- 9.03 Subject to Article 9.04, 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 more than 20 days, a Medical Certificate shall be filed with the University's disability plan manager/adjudicator.
- 9.04 For Temporary Employees, the timeframes referenced in Articles 9.02 and 9.03 shall be 10 days, not 20 days.
- 9.05 Subject to Article 9.13, Human Resource Services 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.
- 9.06 Subject to Articles 9.07 – 9.16, an eligible Staff Member shall remain on full pay and benefits for the duration of the Medical Leave, provided the Staff Member has submitted a Medical Certificate, where required in accordance with Articles 9.02 or 9.03.
- 9.07 Temporary Employees shall remain on full pay and benefits for the duration of medical leave to a maximum of 10 days.
- 9.08 A Staff Member is eligible for Medical Leave under this Article 9 for no longer than 26 weeks in aggregate, which need not be continuous, for each sickness or injury, and in any case, not to extend beyond the expiration of a fixed-term appointment. 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.
- 9.09 A Staff Member has an obligation to cooperate with the University and the University's disability plan manager/adjudicator through their recovery, rehabilitation and return to work in accordance with established processes and is required to participate in medically approved rehabilitation/RTW plans.
- 9.10 If the Medical Leave is expected to exceed 26 weeks, in aggregate, Staff Members who are eligible for disability benefits pursuant to Article 20.02.1 shall apply. 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 be advised of the appeal process and placed on Medical Leave without pay or return to regular or temporarily modified responsibilities dependent on their medically confirmed fitness for work.
- 9.11 Notwithstanding Article 9.10, in the event the Staff Member has appealed the denial of disability benefits, pending the appeal outcome, the Staff Member shall receive salary at the same rate as disability benefits ("DL Bridge Salary"), commencing on the first day following the 26 week Medical Leave, provided:

- a) the Staff Member applies for disability benefits no later than 4 weeks prior to the expiry of the Medical Leave; and;
  - b) DL Bridge Salary shall cease no later than 8 weeks after Medical Leave has expired, unless disability benefits are approved on appeal, in which case, the DL Bridge Salary paid shall be allocated against disability benefits; and
  - c) in the event disability benefits are not approved on appeal, the Staff Member shall be required to repay to the University all DL Bridge Salary received. Amounts owing may be recovered in accordance with Article 16 (Indebtedness).
- 9.12 Absence due to Medical Leave shall be considered service for determining eligibility for a sabbatical leave or professional leave, for Staff Members so eligible, but absence on disability leave shall not be so considered.
- 9.13 If, following review of the Medical Certificate, there is doubt about the medical capability of the Staff Member to perform their regular University responsibilities, after consultation with the Association and the Provost or the Vice President (or their respective designates), the Staff Member may be required to be examined by a qualified medical specialist selected by the University's disability plan manager/adjudicator.
- 9.14 If a medical examination is required under Article 9.13, the Staff Member shall authorize the release of any relevant medical records to the qualified medical specialist selected from any previous medical examinations should the medical specialist so request.
- 9.15 Following examination of the Staff Member, the qualified medical specialist shall submit a report to the University's disability plan manager/adjudicator and the Staff Member shall so authorize that release.
- 9.16 Upon receipt of the report of the qualified medical specialist, the University's disability plan manager/adjudicator shall make a recommendation for a course of action and the Employer 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 (provided the Staff Member is eligible for disability benefits);
  - e) requiring the Staff Member to participate in any treatment program prescribed by the qualified medical specialist.

## **Article 10: Staff Member Information and Personal Files**

### **Access to Information**

- 10.01 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 evaluation, performance and appeal procedures;
  - c) to portions of the record that would not be released under the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 10.02 A 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 Articles 10.03 and 10.04 and shall not change anything in the file.

### **Right to correct information**

- 10.03 A Staff Member may request that information in a record pertaining to the Staff Member be corrected.
- 10.04 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 11: Copyright and Patents**

#### **Copyright**

- 11.01 Pursuant to the PSLA, 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.
- 11.02 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 in the Work.
- 11.03 Notwithstanding Article 11.02, the University will own or have interest in certain Works, as described in Appendix B.
- 11.04 Appendix B contains the detailed terms regarding Works created by a Staff Member.

#### **Patents**

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

### **Article 12: Workload**

- 12.01 The workload of each Staff Member shall be assigned in a manner that is fair, reasonable, non-arbitrary, and equitable, and that enables the Staff Member to maintain a healthy work/life balance.
- 12.02 Any Staff Member who does not believe that their assigned workload supports a healthy work/life balance shall have recourse to the Department Chair/Supervisor's supervisor for an adjustment of workload, whose decision shall be final and binding.

#### **Equipment**

- 12.03 Staff Members shall be provided appropriate workspace, and equipment, such as computers and reasonable access to support services, necessary to the discharge of responsibilities.

### **Article 13: Occupational Health and Safety**

- 13.01 The Employer shall at all times take every precaution reasonable in the circumstances for the protection of employees, including but not limited to compliance with all provisions of the *Occupational Health and Safety Act*, any Code or Regulations under that Act, and any successor legislation.

- 13.02 The Employer shall take all steps reasonable in the circumstances to ensure that employees in the workplace, whether covered by this Agreement or not, and whether they are employees of the Board or not, are aware of their responsibilities and duties under the *Occupational Health and Safety Act*, any Code or Regulations under that Act, and any successor legislation.

### **Right to Refuse Work**

- 13.03 A Staff Member has a right to refuse to perform particular work if they have reasonable grounds to believe that the performance of that work would expose them to danger to their health, safety or physical well-being, or would expose another person to a similar danger.

### **Article 14: Grievance**

- 14.01 A grievance is defined as an allegation or complaint that there has been a violation, improper application or interpretation of the terms of this Agreement.
- 14.02 Disputes for which there are specific dispute resolution mechanisms provided in this Agreement (for instance, University responsibilities, appeal of supplementary professional activity, unacceptable academic performance, appeal of decisions of FEC, discipline decisions, timing of vacations, shall be resolved by those mechanisms and not by the grievance procedures of this Article 14.
- 14.03 A grievance shall be presented within 6 months of the date on which the action or omission being grieved occurred, or within 6 months of the date on which the grieving party should reasonably have learned that the action or omission had occurred.
- 14.04 Before the Association presents a formal grievance, a representative of the Association shall meet with the administrative officer responsible for the act or omission alleged to be a violation, improper application or interpretation of the terms of this Agreement.
- 14.05 Such a meeting shall take place within 15 days of the request for the meeting. If the meeting does not take place within that time, or within a later date mutually agreed upon, the Association may proceed to submit a formal grievance in accordance with Articles 14.11 and 14.12.
- 14.06 The administrative officer shall deliver a decision in writing to the Association within 15 days of the meeting.
- 14.07 If the issue is not resolved by the decision, the Association may proceed to submit a formal grievance in accordance with Articles 14.11 and 14.12.
- 14.08 If the matter is not resolved, the Association shall have sole authority to determine whether to submit a formal grievance.
- 14.09 The decision of the Association to submit a grievance or not to submit a grievance is final.
- 14.10 A formal grievance may be submitted:
- a) by the Association;
  - b) by the Association on behalf of an individual Staff Member;
  - c) by the Association on behalf of a group of Staff Members; or
  - d) by the Board.
- 14.11 In submitting a formal grievance, the Association or Board, as the case may be, shall:
- a) state the grievance in writing;
  - b) refer to the Article or clause in the Agreement which is alleged to have been violated or improperly applied, or for which the parties have conflicting interpretations;



- c) summarize the facts giving rise to the dispute; and
  - d) state the relief or remedy sought.
- 14.12 A grievance submitted by the Association shall be filed with the applicable Dean / senior administrator (or if the administrative officer referenced in Article 14.04 is the Dean / senior administrator, then with the Provost / Vice-President), with a copy to the Vice-Provost & Associate Vice President (Human Resources). A grievance submitted by the Board shall be filed with the Executive Director of the Association.
- 14.13 The recipient of the grievance shall arrange for:
- a) an investigation of the matter; and
  - b) the submission of a written report to the Association or the Board, as the case may be, within 15 days of the date the grievance was filed, or such additional time as may be mutually agreed upon.
- 14.14 The report shall include a recommendation for resolution of the dispute.
- 14.15 The grieving party may accept the proposed resolution as satisfactory or, within 15 days, request a meeting with the Provost (or appropriate Vice-President) or President of the Association as the case may be, to attempt resolution of the dispute.
- 14.16 The parties shall meet within 10 days to attempt resolution of the dispute.
- 14.17 If the grievance remains unresolved after forty days following the date it is filed, the grieving party may refer the matter to arbitration in accordance with the procedures of Article 15.
- 14.18 All dates and times in this Article 14 may be varied by the mutual written consent of the parties.
- 14.19 Failure of the Association or the Board to act within the time periods required by this Article 14 or as altered by Article 14.18 may, within 5 days of such failure, be drawn to the attention of the party failing to act. If the party failing to act does not respond within 10 days, the failure to act shall indicate acceptance of the proposed resolution, or the other party may choose to refer the matter to arbitration in accordance with the procedures of Article 15.

## **Article 15: Arbitration**

### **Scope and authority**

- 15.01 The procedures in this Article 15 shall apply to matters referred to arbitration in this Agreement.

### **Appointment of arbitrator**

- 15.02.1 A matter referred to arbitration under this Article 15 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.
- 15.02.2 In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the parties.
- 15.02.3 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.
- 15.02.4 Should there be no agreement pursuant to Articles 15.02.1, 15.02.2 and/or 15.02.3, 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**

- 15.03.1 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.
- 15.03.2 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.
- 15.03.3 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**

- 15.04.1 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding.
- 15.04.2 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**

- 15.05.1 The Board and the Association may agree in writing to refer unresolved collective bargaining issues to a three-member binding arbitration board.
- 15.05.2 The binding arbitration board shall establish its own rules of procedure.
- 15.05.3 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.

### **Timing of arbitration**

- 15.06.1 As soon as the arbitrator has been appointed, the arbitrator shall proceed to appoint a time and place for hearing the matter.
- 15.06.2 The arbitrator shall attempt to complete the hearing within 30 days of appointment but shall give the parties not less than 10 days notice of the time and place of the hearing.
- 15.06.3 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.

### **Procedures of arbitration**

- 15.07.1 Except as required by this Agreement, the arbitrator shall determine procedures for the arbitration.
- 15.07.2 The hearings before the arbitrator shall be in private.
- 15.07.3 The onus in cases of discipline shall be upon the representatives of the Board to establish, on the balance of probabilities, that the decision reached was appropriate under the circumstances.
- 15.07.4 An arbitrator may require that, prior to the hearing, the parties submit written statements of the facts supporting their position, the points at issue, and the relief sought.

- 15.07.5 Subject to the arbitrator's discretion in ruling on the admissibility and relevance of evidence, the parties may submit, with their statements, the documents they consider relevant or may refer to the documents or the evidence they intend to submit.
- 15.07.6 The parties may amend or supplement their statement during arbitration but the arbitrator may not accept such material:
- a) if it is the opinion of the arbitrator that, with the exercise of reasonable diligence, the party seeking to amend or supplement their statement could have presented it to the arbitrator at an earlier time; or
  - b) if acceptance of the material would unduly prejudice the other party.
- 15.07.7 The parties may present their cases orally with the permission of the arbitrator.
- 15.07.8 The arbitrator is not bound by the laws of evidence and the procedures of court nor is the arbitrator required to have witnesses sworn and, not so as to restrict the generality of the foregoing, the arbitrator may, in the arbitrator's discretion and after the arbitrator is satisfied that it is not reasonably practical to have the witness give evidence in person, accept as evidence a statutory declaration from that witness.
- 15.07.9 The arbitrator shall have the right to call witnesses and procure materials in addition to the witnesses called or the materials submitted by the parties.

#### **Costs of arbitration**

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

#### **Enforcement of award**

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

### **Article 16: Indebtedness to the University**

- 16.01 A Staff Member may, from time to time, be under a financial obligation to the Board. Without restricting the generality of the foregoing, examples of such obligations may include travel advances not used or returned, unauthorized personal expenditures on University credit cards, and over expenditures on University accounts for which the Staff Member has signing authority.
- 16.02 The Board shall notify the Staff Member of such obligation by formal notice sent to the Staff Member.
- 16.03 If the Staff Member does not respond within 30 days to make arrangements to discharge the obligation, the Board may deduct the amount owing from the salary due and payable to the Staff Member.

### **Article 17: Resignation**

- 17.01 A Staff Member intending to resign shall submit a formal letter of resignation to the Staff Member's Supervisor/Dean, with as much notice as possible before the effective date of resignation.
- 17.02 The normal date of resignation shall be the end of the academic year or term.

**Article 18: Retirement**

- 18.01 For the purpose of this Agreement, “retirement” shall be the date the Staff Member retires following the attainment of age 55 and “normal date of retirement” shall be the June 30 coincident with, or following, the attainment of age 65.
- 18.02 A Staff Member shall provide as much notice as possible, in writing, of their intent to retire. Written notice is irrevocable following the date that is 6 months preceding the date of retirement.
- 18.03 In accordance with the provisions of the Universities Academic Pension Plan (UAPP) in effect at the date of retirement, and in accordance with the Income Tax Act and regulations therein as promulgated from time to time, a participating Staff Member must commence the receipt of monthly pension benefits no later than the December coincident with, or following the attainment of, age 69. At such time, the Staff Member shall be eligible to continue employment under this Agreement on a full-time basis and membership in the UAPP (or successor plan) ceases.
- 18.04 A Staff Member participating in the supplementary health and dental benefit plans who provides an irrevocable notice of retirement on or after the date of ratification of this Agreement to take effect on or before July 1, 2020, (and is not otherwise in a phased pre or post retirement period) is eligible to continue participation in those plans for a 1-5 year period beyond the date of retirement up to the age of 65, provided the Staff Member pays 100% of the applicable premiums.

**Phased Retirement Periods**

- 18.05.1 A Staff Member shall be entitled to either a phased pre-retirement period of employment or a phased post-retirement period of employment, provided the appropriate notice periods are complied with. A Staff Member who has not provided the appropriate notices may be eligible for phased retirement but the decision of such eligibility shall be made by their Supervisor (and in the case of Academic Faculty Members, the Department Chair).
- 18.05.2 At least 3 months prior to completing arrangements for a phased retirement period, the Supervisor (and in the case of Academic Faculty Members, the Department Chair) shall provide in writing to the Staff Member the assignment of duties required under the part time status and they shall agree in writing on the expectations of the Staff Member in duties expected but not directly assigned. An Academic Faculty Member shall not normally accept responsibility as supervisor for new graduate students during this period and normally shall limit application for research grants and contracts to those that can be completed in the phased retirement period.

**Phased Pre-Retirement Period**

- 18.06.1 For the purposes of this Agreement, “phased pre-retirement period” is defined as a period of leave without pay from a portion of duties, immediately preceding retirement.
- 18.06.2 A Staff Member shall be entitled to a phased pre-retirement period, providing at least 6 months written notice to their Supervisor (and in the case of Academic Faculty Members, the Department Chair) of the commencement date of the phased pre-retirement period. The Staff Member shall agree to retire immediately upon completion of the phased pre-retirement period.
- 18.06.3 The phased pre-retirement period shall consist of one of the following sets of conditions:

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

- 18.06.4 During the phased pre-retirement leave period, the Staff Member shall be eligible to participate in the Benefit Programs in accordance with Appendix E.
- 18.06.5 Subject to the provisions of the Universities Academic Pension Plan, a Staff Member participating in the UAPP may choose to establish the phased pre-retirement period as pensionable service under that Plan and, if so, the Board and the Staff Member shall continue to make the appropriate contributions calculated on the salary rate prior to having been reduced in accordance with Article 18.06.3.

**Phased Post-Retirement Period**

- 18.07.1 For the purposes of this Agreement, “phased post-retirement period” is defined as a period of re-employment immediately following retirement.
- 18.07.2 A Staff Member shall be entitled to a phased post-retirement period if the Staff Member has not taken a phased pre-retirement period and by providing as much notice as possible (18 months is highly recommended).
- 18.07.3 The phased post-retirement period shall consist of one of the following sets of conditions:

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

- 18.07.4 During the phased post-retirement period, the Staff Member shall be eligible to participate in the Benefits Programs in accordance with Appendix E.
- 18.08 Articles 18.01-18.07 only apply with respect to Academic Faculty Members and FSO Members. A Librarian or an APO Member with a Continuing Appointment may submit an application for phased pre or post retirement to the Chief Librarian or Supervisor, as the case may be. The Supervisor may approve or reject the application, or the Supervisor and Staff Member may agree on a modified arrangement.

**Article 19: Severance**

- 19.01 In calculating severance payments, the length of service shall include:
- a) all continuous employment under any of the categories of employee in accordance with Article 1.27, including service during any secondments, statutory leaves and paid leaves; and
  - b) continuous service as an employee under the Non-Academic Staff Association (“NASA”) agreement provided there is no break in employment between the service accumulated under this Agreement and the NASA agreement.
- 19.02 The calculation for severance payments shall be based on complete years of service, prorated for partial years of service based on completed months.

## Article 20: Salaries and Benefits

### Salaries and Salary Adjustment

- 20.01.1 Schedules A-G, as applicable, contain the salary scales for all Staff Members.
- 20.01.2 Salaries shall be paid monthly in arrears.
- 20.01.3 The Employer may adjust a Staff Member's salary, upon hire or following hire, for various reasons which include, but are not limited to, recruitment and/or retention.
- 20.01.4 The aggregate annual amount of new salary adjustments for the purposes of recruitment and/or retention may not exceed \$800k. In the event the Employer wishes to exceed this amount, it will obtain AASUA's agreement, which shall not be unreasonably withheld.
- 20.01.5 Salary adjustments that are not captured within the \$800k would include responsibility pay, additional teaching, administrative stipends, CRC stipends, Clinical in-lieu payments, and Supplemental Professional Activity payments (third party flow through).
- 20.01.6 The Employer will provide AASUA with a report by June 1 for the last fiscal year, detailing the aggregate amount spent for the purposes of recruitment and/or retention and the total number of adjustments.

### Supplementary Health, Dental and Ancillary Benefits

- 20.02.1 Subject to Articles 20.07.1 - 20.07.8, eligible Staff Members are entitled to participate in the benefits plans and programs ("Benefits Programs"), set out in accordance with Schedules A-G, as applicable.
- 20.02.2 Benefit Programs as negotiated from time to time in accordance with Article 2, shall be administered with the advice and decisions of the Academic Benefits Management Committee. (The detailed authority of the Committee is described in Appendix C).
- 20.02.3 A Benefits Guide shall be published from time to time to provide detailed information about these programs. The Guide shall be approved by the Academic Benefits Management Committee, and made available to each Staff Member.
- 20.02.4 In the case of insured benefit programs, details of such are subject to the contracts between the Board and the carrier; however, the Association shall be consulted on such contracts and changes thereto and on changes of carriers. A copy of all insurance contracts and benefit policies shall be provided to the Association upon request.

### Statutory Benefits

- 20.03 When the Board, in accordance with federal and provincial statutes, provides statutory benefits that require contributions from Staff Members, these contributions shall be deducted through payroll deduction.

### Universities Academic Pension Plan (UAPP) and Academic Supplementary Retirement Plan (ASRP)

- 20.04.1 Eligible Staff Members shall participate in the UAPP in accordance with Schedules A-G, as applicable. The Board and the eligible Staff Members shall contribute to UAPP, the latter through payroll deduction, as required by the UAPP Sponsorship and Trust Agreement. The level of benefits and contributory rates under the UAPP are determined in accordance with the Sponsorship and Trust Agreement.
- 20.04.2 The Academic Supplementary Retirement Plan (ASRP), a defined contribution plan, became effective July 1, 2009. It provides additional employer funded retirement income for eligible Staff

Members who are members of the UAPP and have annual UAPP pensionable earnings that exceed the maximum salary covered by the UAPP.

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

- 20.05.1 Each Staff Member shall participate in the University group of AHC; the Board shall pay the premium cost for both the Staff Member and the Board.
- 20.05.2 Notwithstanding Article 20.04.1, if not restricted by law, the proportion of premiums paid to AHC as between the Staff Member and the Board may be negotiated under Article 2.

### **Vacation**

- 20.06.1 Each Staff Member shall be entitled to annual vacation entitlement in accordance with Schedules A-G, as applicable.
- 20.06.2 The Supervisor (Department Chair for Academic Faculty Members or Trustholder for TRAS Members) shall approve the time of vacation. Disputes concerning vacation time shall be referred to the Supervisor's supervisor (the Dean for Academic Faculty Members) for resolution, whose decision shall be final and binding.
- 20.06.3 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.
- 20.06.4 No vacation shall be earned during:
- a) leave without pay;
  - b) disability leave; or
  - c) that portion of leave with partial pay for which no salary is paid.
- 20.06.5 Salary in lieu of vacation shall not be paid.

### **Eligibility for Supplementary Health, Dental and Ancillary Benefits**

- 20.07.1 A Staff Member who has reached the age of 65 shall not be eligible for disability benefits, with the exception of Academic Faculty Members, who shall not be eligible for disability benefits at the next June 30 following age 65, and shall be required to coordinate benefits with benefits provided by governments.
- 20.07.2 An eligible Staff Member who has been granted leave with full pay, Maternity Leave, Parental Leave, or who is on sabbatical/professional leave shall remain eligible for full participation in the Benefits Programs.
- 20.07.3 An eligible Staff Member who has been granted leave without pay or with partial pay may remain eligible to participate under the Benefits Programs provided that the Staff Member makes arrangements to pay all or part of the Board's portion of the premium. A Staff Member eligible to participate in the Disability Benefits Program must participate in that program and must pay the premiums unless the Staff Member signs a waiver of benefits for any disability incurred during the leave.
- 20.07.4 An eligible Staff Member who is on leave with partial pay shall be entitled to Medical Leave benefits (at the percentage of pay provided while on leave). If disability benefits are granted under Article 20.02.1, and the Staff Member has complied with the requirement of Article 20.07.3, the disability leave regulations shall apply based on nominal rates of pay.
- 20.07.5 An eligible Staff Member who requires Medical Leave while on sabbatical shall be governed by the provisions of Appendix E to Schedule A. An eligible Staff Member who is on professional leave and who requires Medical Leave of greater than 4 weeks shall be entitled to full salary.

- 20.07.6 An eligible Staff Member who is on Assisted Leave shall remain eligible for full participation in the Benefits Programs except Professional Expense Program and Tuition Remission Program.
- 20.07.7 An eligible Staff Member who is on disability leave is eligible for full participation in the Benefits Programs except Professional Expense Program.
- 20.07.8 An eligible Staff Member who is granted leave under Articles 20.07.2, 20.07.3, 20.07.6 and 20.07.7 does not accrue vacation for the period of leave.

#### **Article 21: General Liability Insurance**

- 21.01 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 annually. 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. (*See GFC Policy Manual Section 120.9 Professional Liability*).

#### **Article 22: Death in Service**

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



## Appendix A: Economic Agreement

### 1. Term

2 years: July 1, 2018 to and including June 30, 2020

The parties agree that:

- i. any new collective agreement language (i.e. changes) shall apply effective the date of ratification;
- ii. any collective agreement process that has started under 'old' language shall be concluded under that language; and
- iii. where the Parties have expressly agreed to an alternate effective date, the applicable language shall apply as at that date;

and, in any event, the Parties agree to resolve any transitional matters in good faith.

### 2. Wages (ATB)

ATB: 0% July 1, 2018 and 0% July 1, 2019

### 3. Benefits

- Benefits will be provided over the period July 1, 2018 to June 30, 2020 as per the existing schedule of Benefit entitlements (and as maybe be amended by ABMC) irrespective of the per capita funding. Once the actual expenditures for July 1, 2018 to June 30, 2019 have been determined, the July 1, 2018 to June 30, 2019 per capita funding shall be set so as to ensure that the revenue for the period July 1, 2018 to June 30, 2019 exactly equals the actual expenditures for the same period. Once the actual expenditures for July 1, 2019 to June 30, 2020 have been determined, the July 1, 2019 to June 30, 2020 per capita funding shall be set so as to ensure that the revenue for the period July 1, 2019 to June 30, 2020 exactly equals the actual expenditures for the same period.
- Maintain the 2018 Dental Fee Guide
- Increase the ASRP salary cap, as follows:
  - Effective January 1, 2018: \$216,162
  - Effective January 1, 2019: \$220,668

4. **ATS Salary Schedule.**

- Effective from date of ratification to June 30, 2019: no change to the current salary schedules
- Effective July 1, 2019, the following ATS Salary Schedule shall apply, subject to the accompanying Notes.

Step on Scale	Academic Teaching Staff - Salary Schedule MINIMUM SALARIES applicable to all ATS appointment categories Effective July 1, 2019		
	Assistant Lecturer	Associate Lecturer	Full Lecturer
1.0	63,152	75,912	92,267
2.0	65,704	79,183	95,826
3.0	68,256	82,454	99,385
4.0	70,808	85,725	102,944
5.0	73,360	88,996	106,503
6.0	75,912	92,267	110,062
7.0	78,464	95,538	113,621
8.0	81,016	98,809	
9.0	83,568	102,080	
10.0	86,120		
11.0	88,672		
12.0	91,224		
Increment Value	2,552	3,271	3,559

**Notes:**

- Effective July 1, 2019, subject to Notes ii. and iii., the salary of each Full-time ATS Member with a PhD or equivalent shall be the greater of: (i.) their salary as at July 1, 2019; and (ii.) Step 5 of the Assistant Lecturer Scale. Also effective July 1, 2019, the salary of each Full-time ATS Member who does not hold a PhD or equivalent shall be the greater of: (i.) their salary as at July 1, 2019; and (ii.) Step 1 of the Assistant Lecturer Scale
- Incrementation applied prior to July 1, 2020, shall be based on the 2018-19 salary schedule. Incrementation applied on or after July 1, 2020 shall be based on the Salary Schedule above.
- The reference to “salary” in Note i. above shall be the salary of the Member following any incrementation that may have applied under the 2018-19 salary schedule.
- All ATSEC performance standards shall be completed by June 30, 2019. [Note: some Faculties have a very small number of ATS members; therefore a generic set of standards may be developed for application across these Faculties.]
- A Unit may establish an enhanced salary schedule particular to that Unit, in which case that salary schedule shall apply to the Unit’s ATS Members and the Salary Schedule herein shall not apply. A salary schedule that has been established by a Unit on or before the date of ratification shall continue to apply, if it meets the minimum levels specified in the Salary Schedule herein. The establishment of a new salary schedule for a Unit after the date of ratification is subject to the recommendation of the Unit’s Senior Administration and the approval of the Provost and AASUA.
- The Salary Schedule applies to all ATS Members, irrespective of whether or not they have obtained a PhD or equivalent. The salary of a Member who has obtained a PhD or equivalent

shall be no less than Step 5 on the Assistant Lecturer scale for Full-time or the pro-rated equivalent for Part-time.

- vii. Effective July 1, 2020, the Per Course Rate for appointments to Instructor status less than full-time shall be determined in accordance with the following formulae:
- for Units with a Fall or Winter Term workload of 3 courses: the Assistant Lecturer annual rate divided by 9;
  - for Units with a Fall or Winter Term workload of 4 courses: the Assistant Lecturer annual rate divided by 10;

which in no case shall be less than \$7,336 for a Member who has obtained a PhD or equivalent.

- viii. The top Step in each rank represents the maximum salary for that rank, with the following two exceptions. Salaries may exceed the top Step where: 1) a salary adjustment is provided in accordance with Article X (Salary Adjustment Fund) and/or; 2) a Unit has established an enhanced salary schedule for its ATS Members with a higher top step, in accordance with Note ii.

## 5. **Salary Adjustment Fund.**

The parties agree that:

- i. The Employer may adjust a Staff Member's salary, upon hire or following hire, for various reasons which include, but are not limited to, recruitment and/or retention.
- ii. The aggregate annual amount of new salary adjustments for the purposes of recruitment and/or retention may not exceed \$800K. In the event the Employer wishes to exceed this amount, it will obtain AASUA's agreement, which shall not be unreasonably withheld.
- iii. The Employer will provide AASUA with a report by June 1 for the last fiscal year, detailing the aggregate amount spent for the purposes of recruitment and/or retention and the total number of adjustments.
- iv. Salary adjustments that are not captured within the \$800K would include responsibility pay, additional teaching, admin stipends, CRC stipends, Clinical in-lieu payments, Supplemental Professional Activity payments (third party flow through).

## 6. **Sabbatical.**

The parties agree to revise Article 9.06 (Schedule A) as follows:

9.06 With respect to an Academic Faculty Member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles 12 and 13, the Academic Faculty Member, as an Associate Professor or Professor, shall receive a percentage of their basic University salary, as follows:

- i. 85%, where the sabbatical commences prior to July 1, 2019; and
- ii. 90%, where the sabbatical commences on or after July 1, 2019.

9.06.1 With respect to an Academic Faculty Member's second and any subsequent sabbatical, the Academic Faculty Member shall receive 82.5% of their basic University salary.

The parties agree to revise Schedule A, Appendix E, paragraph H, as appropriate concomitant with the change in Article 9.06 and 9.06.1 above.

7. **Merit**

The parties agree to revise the collective agreement, as necessary, to give effect to the following:

- The increment pools for Faculty, FSO, ATS Members and Librarians shall be 1.2 times the number of Eligible Members. An Eligible Member is a Staff Member who is eligible to receive a 1.0 merit increment or any fraction thereof.
- Librarians to use 1.2 instead of 2.4, effective for the 2018 LEC process.
- The increment pool for APOs shall be 1.1 times the number of Eligible APOs.
- Merit increments for Faculty, FSO, ATS Members, Librarian and APO Members may be awarded in quarter increments ranging from 0.50 to 3.0 increments.
- For Eligible Faculty, FSO, Librarians, ATS, and APO Members, the award of a merit increment less than 1.0 is appealable
- Revise Article 13.21 (Schedule A) as follows:

13.21 Each FEC, LEC and ATSEC will fully distribute the maximum number of Increments available for distribution each year, plus or minus the greater of: i) 2% of the number of Increments available for distribution, and ii.) 1.0 Increment. In special circumstances, the Provost, following consultation with AASUA, may permit an FEC, LEC and ATSEC to distribute Increments in an amount that is greater or less than that number.

Note: this language also to be applied to the corresponding Article of the other Schedules, as applicable.

8. **Cancellation Stipend for ATS Courses (Article 6.14)**

The parties agree to revise Article 6.14 of Schedule D as follows:

**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. \$500 if the notice of cancellation is given less than 4 weeks prior to the scheduled start of classes; or
  - b. \$1000 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.

**Appendix B: Copyright Regulations (2016)**

*[Refer to applicable Schedule]*

## Appendix C: Patent Policy

### Overview

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

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

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

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

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

### Purpose

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

### POLICY

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

#### 1. Application

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

#### 2. PIP Created at the University

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

#### 3. Ownership

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

#### 4. Timely Disclosure and Availability

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

#### 5. Commercialization

- a) Decisions regarding Commercialization of PIP shall be made with the consent of all its Inventors and the University. If any Inventor or the University does not consent, that decision shall be made through arbitration, with due regard to any ethical, moral, or religious objections of any Inventor and the University.

- b) The party that undertakes Commercialization, either the University or the Inventor, has a fiduciary obligation to all the interested parties.

#### 6. Commercialization by the University

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

#### 7. Commercialization by the Inventor

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

#### 8. Priority of Funds to Secure Legal Protection

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

#### 9. Division of Net Revenue

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

#### 10. Variation

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

#### 11. Education and Research Use

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

12. Policy Review

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

13. Application of Conflicts and Ethics Policy

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

14. Delegation

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

15. Non-Compliance

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

16. Arbitration

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

**DEFINITIONS**

Any definitions listed in the following table apply to this document only with no implied or intended institution-wide use.	
Commercialization	Means the transfer or the commercialization or any combination of transfer and commercialization undertaken by a person with respect to PIP.
Patentable Intellectual Property	Includes patents; patentable ideas, including but not limited to plant cultivars, germplasm, and computer software that is capable of being legally protected by patent, whether in Canada or elsewhere. This Policy does not apply to copyrights on work published or unpublished.
Inventor	Means the creator or creators of Patentable Intellectual Property.
Net Revenue	Means all consideration received by the Inventor or the University from third parties, from the sale or licensing of PIP, less the out-of-pocket costs paid by that party for obtaining the patent and granting, performing and enforcing any assignment or licensing of PIP. Any consideration not received in cash shall be valued by agreement between the University and the Inventor, failing which the value shall be determined by arbitration.



## Appendix D: Academic Benefits Management Committee (ABMC)

### TERMS OF REFERENCE Academic Benefits Management Committee

#### Basic Principles

1. The University and AASUA acknowledge that the cost of the benefits plan is an investment in the health, well-being and productivity of members. The benefits plan is important to recruit and retain staff. It will be designed to be supportive in nature and will continue to evolve to be more preventive and responsive to changing needs of members as they move through the various life stage transitions.
2. The joint management of health, dental and other benefits (including statutory benefits), in order to control costs and provide the best possible plans for the agreed resources invested, is based upon the concept of comprehensive income. Comprehensive income includes these benefits and salary as well as post-retirement benefits. Salaries, the Universities Academic Pension Plan (UAPP), and the Academic Supplementary Retirement Plan are currently excluded from the benefits managed by the ABMC.
3. The benefits plan was established within a framework of total compensation. The ABMC provides advice on the funding necessary to achieve benefit goals prior to collective bargaining, and manages the day-to-day provision of benefits. The advice to negotiators includes helping the negotiating sides to apportion changes in compensation between salary and benefits. An optimal mix of salary and benefits can increase the value of the total compensation package to the members. With respect to day-to-day management, ABMC is charged with providing the best possible portfolio of benefits within the funding allocated to it annually from the negotiated compensation agreements. The benefits plan management should take a long-term view and attempt to provide these best possible benefits in a consistent and predictable manner for the plan members over time. The ABMC should regularly assess the portfolio of benefits available. Decisions to introduce, to increase, to decrease, or to remove benefits should reflect the following elements, none of which routinely takes precedence:
  - 3.1 Protection of all members against catastrophic events.
  - 3.2 Equity and fairness across members, with factors to be considered including:
    - i. Equity and fairness should be assessed over a typical member's career rather than a point in time.
    - ii. Assessing equity and fairness includes the social concerns and values of the members.
    - iii. The number of members served.
    - In consideration of the number of members served, a member can derive value from a benefit by simply having it available. This principle is consistent with members coinsuring each other.
  - 3.3 The economic effectiveness of the benefit relative to salary. A dollar spent on benefits can be more economically advantageous than a dollar spent on salary for the following reasons.
    - i. tax effectiveness of the benefit,
    - ii. cost savings generated by pooling a large number of members,
    - iii. cost savings from minimizing transactions costs or any other inefficiencies, and
    - iv. cost savings and improved risk sharing from members co-insuring each other.

## Operating Principles

4. Plan members will share in positive and negative variances in plan funding.
- 4.1 A benefits reserve account will be maintained. This is not a real dollar account, but represents a notional allocation to the benefits plan. The University tracks both the notional allocations and also notional charges as represented by the actual cost of benefits, leaving a notional balance (cumulative variance) as described below. The annual allocation to this account will be done on a per capita basis. The per capita allocation will be based on the prior year's per capita allocation, plus any annual percentage change (the change can be an increase or decrease or zero) negotiated through the collective bargaining process. There will be a count of all plan members each October, noting the count for any classes of members for which benefit entitlements differ. This count times the per capita allocation represents the notional funding allocation (there can be separate counts and per capita allocations if plan members are differentiated in some way).

The notional charges as represented by the actual cost of all benefits covered by this agreement (with the appropriate treatment of the total disability leave benefit program (TDL) described below) is to be compared to the notional funding allocation on an annual basis. This is the cost containment calculation. In a year where the allocation has not been fully utilized, the unused portion will be added to the cumulative variance. In a year where the allocation is more than fully utilized, the excess charges will reduce the cumulative variance.

For purposes of cost containment calculation, year over year increases in the notional per capita charge to the plan for the TDL in excess of 8.5% will not be included in the calculation. That is, the actual cost of benefits notionally charged to the plan will include the actual costs of all benefits other than TDL plus the lower of: the actual costs of TDL or 1.085 times the prior year's notional per capita charge for TDL multiplied by the current year's number of eligible members. TDL consists of Disability Leave benefits, the Medical Accommodation Supplement and the Compassionate Care & Emergency Leave benefit.
- 4.2 While the plan should be constantly monitored, a negative cumulative variance of \$250,000 should trigger a pro-active assessment of alternatives to reduce the negative variance. The parties will agree on methods to reduce the negative variance that will permit an orderly reduction of the negative variance using realistic assumptions and allowing for adequate notice of plan changes.
- 4.3 While there is no specific trigger amount for a positive cumulative variance, should it become large, the ABMC will review how it should be prudently addressed in the best interests of the members and in keeping with the plan's principles. (In order to allow flexibility in its decision making, ABMC assigns no specific value to the adjective "large.")
- 4.4 Administrative costs will be managed efficiently so as to maximize the benefits available within the agreed upon targets. Both internal and external administrative costs will be accounted for and budgeted for individually. There will be transparency and accountability to ensure that all administrative costs are reasonable.
- 4.5 Processes will be established to educate members on the issues related to costs and plan management so they can better assume responsibility for becoming knowledgeable and effective consumers of health care benefits.
- 4.6 There is a shared responsibility between the AASUA, the University, and plan members to achieve an effective balance between providing comprehensive coverage, ensuring financial sustainability of the plans, and ensuring judicious use of benefits.

## Managed Benefits Categories

5. Staff groups that will be managed by the ABMC are those covered under the following academic staff collective agreements:
  - Academic Teaching Staff (ATS)
  - Administrative and Professional Officer (APO)
  - Faculty
  - Faculty Service Officer (FSO)
  - Librarian
  - Temporary Librarian, Administrative and Professional Staff (TLAPS)
  - Trust/Research Academic Staff (TRAS)
6. Benefits plan costs that will be managed by the ABMC are as outlined in Attachment A, and as updated by any subsequent agreements made by the parties since that time.

## Benefits Plan Management

7. The ABMC will:
  - 7.1 Survey the membership at regular intervals to determine their satisfaction with the benefits plan and to receive input on changes to the benefits plan;
  - 7.2 Advise on the design and application of the benefits plan;
  - 7.3 Advise on the marketing and funding of the benefits plan;
  - 7.4 Review, develop, and recommend proposed strategies to assist in containing the costs of the benefits plan;
  - 7.5 Review and make changes to the benefits plan;
  - 7.6 Review and approve the annual budgets of the benefits plan;
  - 7.7 Advise both the University and the AASUA on the interpretation of the benefits plan;
  - 7.8 Determine and resolve and/or adjudicate claim disputes to ensure that the claim has been adjudicated in accordance with the master policy agreements as developed by the ABMC from time to time;
  - 7.9 With respect to Disability Leave claims, rule, as necessary, on appeals arising from a policy interpretation or an administrative decision (Disability Leave claim appeals arising from interpretation of medical evidence lie outside the scope of ABMC and are decided by a medical reference board in accordance with the terms and conditions of the Disability Leave policy);
  - 7.10 If a member appeals for help beyond the existing set or maxima of benefits, decide if the appeal lies within its jurisdiction, assess whether the grounds for appeal are typical or unique, and decide whether or not the appeal should be upheld (the decision of the ABMC is final and binding; subsequent to its decision on a particular appeal, the ABMC will consider if the appeal warrants a change to the existing benefits plan);
  - 7.11 Generally, perform such other advisory functions as the University and AASUA may jointly direct; and
  - 7.12 Ask resource people to attend and advise as required.

## Material Change

8. For each change that the ABMC makes to the benefits plan, the ABMC must assess whether it is material or not. For the ABMC to deem a change to be immaterial, all ABMC members must agree; otherwise, the item would be deemed material. A material change is defined as [a] an alteration, reduction, or addition of a benefit or mix of benefits, or [b] a change in service level or service delivery, which, when measured by its cost or impact on plan participants, could reasonably be deemed to be consequential. The ABMC shall refer a proposed material change to the University and the AASUA for approval.

## ABMC Membership and Procedures

9. The 6 members of the ABMC are
  - Three (3) representatives, one as co-chair, appointed by the Provost & Vice-President (Academic); and
  - Three (3) representatives, one as co-chair, appointed by the President of the AASUA. The AASUA President is normally a member but may appoint a delegate.
10. The Provost & Vice-President (Academic) and the AASUA President may from time to time replace their respective members.
11. The co-chairpersons of the ABMC shall be named for an initial period of 3 years and may be re-appointed.
12. The ABMC shall exercise and perform collectively the duties and responsibilities set out herein and use its best efforts to achieve resolution by consensus in place of votes.
13. With the exception of materiality (see clause 8), all changes are approved by a simple majority of the members of the ABMC, providing a quorum is present.
14. A quorum for any meeting of the ABMC shall be 4, provided that at least 2 members appointed by each of the Provost & Vice-President (Academic) and the President of the AASUA must form part of such quorum.
15. Except as set out above, the ABMC may from time to time establish procedures for the conduct of its business.

## ABMC's Role in Collective Bargaining

16. The ABMC is confirmed as the appropriate body to bring forward benefit items for consideration in collective bargaining. The ABMC retains the ability to introduce changes to benefits based on the desirability of the change and the availability of funds under its management and, in accordance with clause 8 above, material changes to the benefits plan that are not linked to negotiations directly must be approved by the University and AASUA. The following process clarifies the role of ABMC in introducing benefit items to compensation negotiations for discussion and for approval or rejection:
  - 16.1 In advance of collective bargaining, the ABMC will bring forward benefit items for consideration by the negotiating teams.
  - 16.2 Also in advance of the commencement of negotiations, the AASUA or University may make requests to the ABMC to consider benefit changes. The ABMC will undertake comprehensive analysis of the requests and will make its best efforts to provide a joint recommendation including the funding impact of the change to the negotiating teams.

- 16.3 Any changes to the benefits plan will be vetted and analyzed by the ABMC before being considered by the negotiating teams (i.e. neither team will introduce a benefit change at compensation negotiations that has not been evaluated through the ABMC process).
- 16.4 The negotiating teams will be free to accept or reject ABMC's recommendations or lack thereof, thereby preserving the authority of the teams to negotiate terms and conditions and employment, including new or modified benefits.
- 16.5 Each negotiation of academic staff compensation must include an agreed rate of per capita funding to the academic benefits plan independent of any significant changes to benefits agreed to during negotiations. The negotiating teams are free to negotiate a per capita rate that is more or less than sufficient to cover the continuation of the existing benefits and leave the application of the provided funding up to the judgment of the ABMC.
- 16.6 Where a negotiated change in benefits is agreed to in the ratified compensation settlement, it automatically becomes part of the benefits plan. The impact of a negotiated significant change in benefits can be built into the agreed rate of per capita funding or identified as an incremental dollar amount in the first year of the agreement. If the latter, the incremental dollar amount must be incorporated in the per capita funding rate prior to the application of the second year of the agreement's per capita increase. This ensures a simple and understandable process for changes in funding over time.

#### Annual Report

17. The ABMC shall prepare an annual report summarizing the performance of the benefits plan, which may include a year-over-year comparison or such other data that will give the University and AASUA a clear overview of the progress of the benefits plan. The annual report shall also include a summary of any additions or deletions in benefits and services and highlight any innovations resulting from the ABMC's deliberations.

#### Dispute Resolution Mechanism

18. The ABMC is committed to the timely resolution of disagreements. If the ABMC's parties do not reach agreement on the amended benefits plan or on specific amendments to the plan or on the containment target, the matters in dispute shall be submitted to the Provost and President of AASUA for resolution. If no resolution occurs, the ABMC shall further deliberate and if necessary submit the matter to mediation. Only if all these steps are exhausted without resolution shall the matter be referred back to the University and AASUA.

## **Attachment A: Managed Benefit Plan Costs**

The following specific benefit programs are covered under the terms of the Academic benefits Management Committee agreement as of January 1, 2013:

**Alberta Health Care:** Provincial health care insurance program providing coverage for physician and hospital services. The province of Alberta suspended AHC premiums effective January 2009.

**Basic Life Insurance:** In the case of death, beneficiary or estate receives a lump sum payment in the following amounts:

\$100,000 (Faculty, Librarian, APO, FSO)

\$50,000 (Phased post-retirement appointments under Article 18 of Faculty, Librarian, APO, FSO for entire term of post-retirement appointment up to a maximum of 3 years)

\$100,000 (TRAS, CAST, SOTS full-time appointments a minimum of 1 year in duration)

\$50,000 (TRAS, CAST, SOTS full-time appointments between 8 months and 1 year in duration)

\* For staff members who were in receipt of long-term disability benefits or on a leave without pay from the University on December 1, 2012, the effective date of increased basic life insurance coverage will be the first day that they return to their regular duties.

**Basic Critical Illness Insurance:** \$10,000 lump sum payment to employee in the event of diagnosis of a covered illness.

**Bridge Benefits (closed program):** Continued participation in health, dental, EFAP and basic life coverage for eligible early retirees until normal retirement date. Program closed to new entrants June 30, 2004.

**Canada Pension Plan:** Federal government retirement income program mandated employer contributions.

**Compassionate Care and Emergency Leave:** Provision for time off (either paid or unpaid) for a period up to 6 calendar months to attend to a catastrophic illness or family emergency that requires their direct care and full time attention. The program provides reimbursement to the department for incremental costs where a paid leave is approved.

**Child Care Benefit:** 50% reimbursement to a maximum \$2,000 per child per eligible employee. Parents employed at the University of Alberta with appointments eligible for the child care benefit will each be able to apply for the child care benefit for the same child.

**Dental:** Coverage based upon current year Sun Life dental fee guide. Basic series covered at 100%; Major and Orthodontic services covered at 75%.

**Employee and Family Assistance Program (EFAP):** Provides coverage for confidential psychological counseling and work life services.

**Employment Insurance:** Federal government temporary income support program mandated employer contributions.

**Health Spending Account:** Annual \$750 allowance for expenditure on Canada Revenue Agency eligible medical expenses. Unused credits may be carried forward one year after the year in which the credits are allocated.

**Long Term Disability:** Income protection of 70% of salary in event of a long term disability. No maximum benefit per month.

**Medical Accommodation Supplement:** Income protection of up to 70% of a reduction in earnings due to a work accommodation. Maximum payment period is 18 months.

**Physical Education Facility (basic and enhanced):** Access to University of Alberta fitness facilities for employees and their dependents.

**Professional Expense Reimbursement:** \$1,400 annual allowance provided for reimbursement of professional expenses.

**Supplementary Health Care:** Coverage for prescription drugs, paramedical services, vision care, medical equipment, and out of country emergency medical services.

**Tuition Remission:** Remission of the equivalent of instruction fees for 4 single term Arts courses per year (employee only).

**University Health Services:** Access to University of Alberta student health services clinic.

**Workers' Compensation Board:** Provincial workers compensation insurance mandated employer premiums.

## Appendix E: Phased Retirement Benefit Programs

### PHASED RETIREMENT BENEFITS

A Staff Member in a Continuing Appointment who decides to retire but continue to work on a phased post-retirement, part-time basis under the provisions of Article 18 is eligible to participate in Phased Post-Retirement Benefits during the reappointment period. The employer premium costs for such benefits will be paid by the University to the same extent that they are for active Employees. This cost sharing arrangement and/or the benefit plans may change from year to year subject to negotiation.

#### Phased Post-Retirement Benefits include:

- a) Supplementary Health Care Insurance: Health and hospital services, prescription drug expenses, vision care and other eligible medical expenses will continue to be covered by the Supplementary Health Care Plan. Coverage continues during the term of the post-retirement contract.
- b) Health Spending Account: Annual January 1st allocation of \$750 paid by the University during the term of the post-retirement contract.
- c) Dental Insurance: Coverage for 100% Basic, 75% Major Restorative and 75% Orthodontic continues during the term of the post-retirement contract.
- d) Employee Family Assistance Program: Coverage for psychological counselling, nutritional, legal, and financial consultation, access to a personal trainer, e-learning courses, health and wellness resources, and work life services (e.g. cultural transition support, child and eldercare resources, etc.) continues during the term of the post-retirement contract.
- e) Business Travel Insurance: Coverage of \$100,000 continues during the term of the post-retirement contract.
- f) Professional Expense Reimbursement:
  - i) Re-appointment for two-years with a 50% workload: eligible for the full Professional Expense Reimbursement amount for each of two years;
  - ii) Re-appointment for 3 years with a 33 and 1/3% workload: eligible for 66 and 2/3% of the annual full Professional Expense Reimbursement amount for each of 3 years.
- g) Tuition Remission: A Staff Member in a Continuing Appointment remains eligible for the Tuition Remission Program during the term of the post-retirement contract. Tuition fees shall be remitted for a Staff Member in a Continuing Appointment who, with the approval of the Department Chair/Supervisor, enrolls in credit courses at the University – to a maximum equivalent value of 4 single term credit courses in Arts per year.
- h) Academic Child Care Benefit: Financial assistance to a maximum of \$2000 per year per eligible child continues during the term of the post-retirement contract.
- i) Compassionate Care & Emergency Leave: Coverage provided on reduced salary fully paid by the University.
- j) Life Insurance: coverage for Academic Faculty Members, Librarian Members, FSO Members and APO Members during the term of the post-retirement contract up to a maximum of 3 years: \$50,000 basic life insurance and the continuance of optional life insurance (no dependant life insurance coverage).

#### Phased Pre-Retirement Benefits include:

A Staff Member in a Continuing Appointment who decides to opt for phased pre-retirement shall continue to participate, in full, in all benefit programs and pension with the exception of the Professional Expense Reimbursement. The Professional Expense Reimbursement during phased pre-retirement shall be:

- a) Appointment for two-years with a 50% workload: eligible for the full Professional Expense Reimbursement amount for each of two years;
- b) Appointment for 3 years with a 33 and 1/3% workload: eligible for 66 and 2/3% of the annual full Professional Expense Reimbursement amount for each of 3 years.



## Appendix F: Discipline Interpretation

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

**Memorandum of Understanding  
Non-Disciplinary Suspensions (Suspension)**

The parties recognize that the University may impose a non-disciplinary suspension on a staff member, as an exercise of management rights rather than statutory authority, under the following conditions:

- 1) The suspension may be imposed
  - a) by the Provost, or
  - b) in consultation with the Vice-Provost & Associate Vice President (Human Resources) or designate,
    - i) a designate of the Provost, or
    - ii) as follows depending on the collective agreement

<b>Agreement</b>	<b>Position</b>
Administrative Professional Officer	Vice President, designate of a Vice President, Dean
Faculty	Dean
Librarian	Vice Provost and Chief Librarian
Academic Teaching Staff	Dean
Temporary Administrative and Professional Staff	Vice President, designate of a Vice President, Dean
FSO	Dean
Trust/Research Academic Staff	Vice President, designate of Vice President, Dean

- 2) AASUA will be notified of the non-disciplinary suspension either in advance of imposing the non-disciplinary suspension or within 72 hours thereafter.
- 3) The suspension shall be with pay.
- 4) The staff member will receive confirmation of the terms of the suspension in writing preferably at the time the suspension commences, but not later than 72 hours thereafter.
- 5) The staff member is expected to remain available to meet with University representatives for the duration of the suspension.
- 6) Circumstances where a suspension is appropriate include, but are not limited to, the following:

- a) in the University's opinion there may be a risk to property or person,
- b) a 'cooling off' period may be necessary,
- c) pending the outcome of an investigation, or
- d) as an interim measure arising from a discrimination or harassment complaint.

Dated: 6 August, 2010

Signed by the Governors of the University of Alberta per Dru Marshall and Carl G. Amrhein, Provost and Vice-President (Academic)

Signed by the Association of Academic Staff University of Alberta per C. Donald Heth, President

**Letter of Understanding**  
**Non-Gender Based Salary Inequity**

The Employer commits that it will conduct a review of non-gender based salary inequities within the academic staff, where:

- i. such inequities are in respect of a prohibited ground of discrimination pursuant to the Alberta Human Rights Act;
- iii. there is *prima facie* evidence of a statistically significant inequity across the University or within a Unit; and
- iv. there are reliable and verifiable data available that can be used to identify an inequity via statistical analysis.

In respect of any such review, the Employer shall prepare a report to be shared with AASUA, which shall contain a remedy if a statistically significant inequity is found. The remedy shall be implemented forthwith or as soon as may be operationally feasible.

## **Letter of Understanding Contracting Out**

It is not the intention of the Employer to enter into contracting out of work arrangements that directly result in the loss of any Staff Member's employment during the term of this Agreement. However, if it becomes necessary to contract out, the following principles will apply:

During the life of this Agreement, the Employer agrees to consult with the Association during the planning stages of any business consideration to contract out work currently performed by Staff Members which the Employer expects will result in layoffs under the applicable Schedule. The Association will be given the opportunity to propose alternative solutions, without unreasonable delay, prior to any determination by the Employer.

The Association agrees to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to endeavour to keep this work within the bargaining unit.

**Letter of Understanding**  
**re**  
**Employment Equity**

During the life of the collective agreement, the parties agree that an Employment Equity Joint Task Force be constituted. The Joint Task Force shall have 6 members, 3 of whom are appointed by the Provost and 3 of whom are appointed by AASUA. It shall be co-chaired by one member appointed by each party. The Joint Task Force's mandate shall be to bring forward to the parties' respective bargaining teams at the commencement of the next round of collective bargaining a recommendation for language to be included in a renewal collective agreement. The Joint Task Force will be informed by the parties' most recent draft proposal.