

Schedule D

ACADEMIC TEACHING STAFF

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Preamble

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

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

Article D1: Appointments

Definitions

D1.01 In this Schedule D, the following definitions shall be used:

- a) "Academic Teaching Staff" (or "ATS Member") means a person who has been appointed under this Schedule D to a position with teaching and/or teaching-related responsibilities on the academic staff of the University (where teaching shall involve University credit courses) and where the funding source permits payment of such responsibilities.
- b) "Career Status" means an appointment to a full-time or part-time position without a fixed term, but is subject to layoff in accordance with Article D.8.
- c) "Rank" means one of:
 - i. Full Lecturer;
 - ii. Associate Lecturer; or
 - iii. Assistant Lecturer.
- d) "Fixed-Term Status" means an appointment to a position categorized as Term 12 ("T12"), Term Recurring ("TR") or Term, as those terms are defined herein.
- e) "Term 12" or "T12" means an appointment to a full-time or part-time position for an appointment period from 12 months to a maximum of 6 years.
- f) "Term Recurring" or "TR" means an appointment to a full-time position for an appointment period from 24 months to a maximum of 6 years, and where the appointment period consists of recurring active workload sessions of 8, 9, 10 or 11 months in duration within each year of the appointment period and recurring inactive sessions comprising the remainder of the months within each year of the appointment period.
- g) "Term" means an appointment to a full-time or part-time position, and either within a single teaching term (Fall, Winter, Spring, or Summer), or within 2 or 3 consecutive teaching terms where the total appointment period is less than 12 months.

Letter of Appointment

D1.02 An ATS Member shall receive a Letter of Appointment to a position following the template outlined in Appendix D.2 and duly executed by the Dean and the ATS Member, confirming the appointment of an ATS Member and specifying:

- a) the contract status (i.e. Career Status or Fixed-Term Status; and if Fixed-Term Status, its category of T12, TR or Term);
- b) the term of the appointment (i.e. start date; and if Fixed-Term Status, the expiry date);
- c) the length of the probationary period (if any, in accordance with Article D5);
- d) whether full-time or part-time (with the appropriate full-time equivalent indicated);
- e) the Rank;
- f) the salary;
- g) the general duties of the position as set out in a position profile attached to the Letter of Appointment.

Position Responsibilities

D1.03.1 The responsibilities of the position:

- a) shall be subject to change in accordance with Article D6.05.1;
- b) shall establish the necessary professional and educational qualifications required for the position;
- c) shall include a description of the workload with respect to course assignments;
- d) shall include other teaching and/or teaching-related responsibilities and duties as assigned by the Department Chair such as supervisory and administrative responsibilities; and
- e) may include responsibilities related to research and other scholarly activities and service.

D1.03.2 An ATS Member who is appointed to multiple part-time positions should advise each Department Chair of their other University position(s) in order for the ATS Member and the Department Chairs to coordinate the workload assignment and potential Benefits in accordance with Article D9.02.3.

Special Conditions

D1.04.1 A Dean or the Provost may appoint an ATS Member with special conditions which are at variance with the terms of this Agreement provided:

- a) the variations are in writing and are included in or appended to the Letter of Appointment; and
- b) the variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.

D1.04.2 The Provost may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of an ATS Member provided:

- a) the variations have been recommended by a Dean and are approved in writing by the ATS Member; and
- b) the Provost has consulted with the President of the Association prior to approval.

Basic Conditions

D1.05.1 An ATS Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.

D1.05.2 An ATS Member shall be provided with the University identification card (the ONEcard) and library and computing privileges in accordance with the related policies, procedures and protocols of the University, as amended from time to time. With the recognition that policies and procedures are dynamic documents that are reviewed and revised regularly based on numerous factors, the Association shall be consulted on policy and procedure related to identification cards and library and computing privileges. Appendix D.3 sets out University Library Privileges for ATS Members.

Advertising of Positions

D1.06.1 Recruitment, including the advertising of positions, shall be conducted in accordance with the policies, procedures and protocols of the University, as amended from time to time.

- D1.06.2 Notwithstanding Article D1.06.1, prior to advertising for external candidates for available positions with a status of Career Status, Term 12, TR, or Term in a full-time or part-time position with an appointment period of at least 8 months, the Department Chair shall first notify current ATS Members in the Department with the status of Career Status, Term 12, TR, or Term in a full-time or part-time position with an appointment period of at least 8 months of those available positions and;
- a) provide those current ATS Members with the opportunity to indicate their interest in those positions available; and
 - b) shall first consider and appoint current ATS Members to the positions available in accordance with the following factors:
 - i. academic qualifications in accordance with the position profile;
 - ii. qualifications to perform the required duties;
 - iii. quality and effectiveness of previous service as determined by annual evaluation (Article D6); and
 - iv. length of service (which shall be the determining factor only where all the other factors are relatively equal).

Conversion of Contract Status

- D1.07.1 Subject to Articles D1.07.2 and D1.07.4, an ATS Member who has been appointed to 3 full-time appointments at the contract status of Term (with an appointment period of at least 8 months for each appointment) will have the contract status of a fourth full-time appointment to Term converted to TR, provided:
- a) the original 3 appointments were within the most recent 3-year period (academic years); and
 - b) all 4 appointments are/were functionally of the same profile and made within the same Department; and
 - c) upon acceptance of the fourth appointment, the Staff Member makes a request for the conversion in writing to the Department Chair, accompanied by appropriate supporting material evidencing eligibility as defined by Articles D1.07.1(a) and (b).
- D1.07.2 The contract duration of a converted fourth appointment in accordance with Article D1.07.1 shall be determined by the Department Chair, subject to Article D1.01(f).
- D1.07.3 Subject to Article D1.07.4, an ATS Member who has been appointed to a minimum of two consecutive appointments at the contract status of T12 will have the contract status of a third appointment to T12 converted to a Career Status appointment, provided:
- a) the two original appointments cover a continuous appointment period of at least 9 years in the aggregate; and
 - b) all 3 appointments are/were functionally of the same profile and made within the same Department; and
 - c) upon acceptance of the third appointment, the ATS Member makes a request for the conversion in writing to the Department Chair, accompanied by appropriate supporting material evidencing eligibility as defined by Articles D1.07.3(a) and (b).
- D1.07.4 Articles D1.07.1 and D1.07.3 shall be effective July 1, 2019, and shall not apply to affect the contract status of any appointment entered into prior to July 1, 2019.
- D1.07.5 A Staff Member having former service as an ATS Member who is appointed to a full-time continuing tenure-track position in accordance with Schedule A shall receive credit for that former service in the calculation of sabbatical leave in accordance with Appendix A.3: Detailed Procedures for Sabbaticals.

Cancellation and Reassignment of Courses

- D1.08.1 In the event that a course is cancelled to which a full-time ATS Member with an appointment to Career Status, T12, TR, or Term (with an appointment period of at least 8 months) has been assigned, the ATS Member shall retain the workload and salary in accordance with the Letter of Appointment and shall be assigned suitable alternative work or a special project (course revisions, manual updates, other course support) for that teaching term.
- D1.08.2 In the event that a course is cancelled to which an ATS Member with an appointment to Term (part-time) or Term (with an appointment period of less than 8 months) has been assigned, the ATS 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) \$1,000 if the notice of cancellation is given after the start of classes. (The ATS Member shall also be paid salary earned from the date the appointment takes effect to the date of cancellation.)
- D1.08.3 After an initial assignment, in the event that a course requiring new preparation is assigned, an ATS Member with an appointment to Term (part-time) or Term (with an appointment period of less than 8 months) shall be paid a stipend of \$100 if the notice of reassignment is given within one week of the scheduled start of classes.

Cessation of Fixed-Term Status Appointments

- D1.09.1 A Fixed-Term Status appointment shall end no later than the expiry date stipulated in the Letter of Appointment without the need for notice or severance from the Employer. The Employer is under no obligation to extend the appointment beyond that expiry date or to reappoint the ATS Member. An ATS Member may receive subsequent appointment(s) with Fixed-Term Status, each to a maximum appointment period of 6 years, or may receive a subsequent appointment with Career Status.
- D1.09.2 The cessation of a T12 or TR appointment prior to the expiry date shall be subject to layoff in accordance with Article D.8.
- D1.09.3 An ATS Member may resign or retire during the term of their appointment contract by submitting written notice to the Department Chair. The ATS Member shall provide as much notice as possible before the effective date of the resignation or retirement.
- D1.09.4 On termination, an ATS Member must return all University property to the appropriate departmental officer.

Article D2: Responsibilities to the University

- D2.01.1 An ATS Member under this Agreement shall be a scholar who has teaching and/or teaching-related responsibilities as their primary academic responsibility.
- D2.01.2 The general responsibilities of an ATS Member shall be established in the position profile. Specific responsibilities shall be assigned in writing by the Department Chair. Such general and specific responsibilities shall facilitate the review of the ATS Member's performance in accordance with Article D5.13. (See Appendix D.8 for a Position Profile Template - *to be developed*.)

Teaching and/or Teaching-Related Responsibilities

- D2.02.1 An ATS Member shall demonstrate scholarship and remain current and competent in the discipline or profession in which the ATS Member is appointed.

- D2.02.2 The Department Chair shall assign in writing to each ATS Member specific teaching and/or teaching-related responsibilities.
- D2.02.3 Teaching and/or teaching-related responsibilities of an ATS Member shall include, but are not limited to:
- a) delivering distance and web-based courses;
 - b) developing curriculum and designing courses;
 - c) supervising honors program undergraduate students and those supervising the work of graduate students;
 - d) engaged in teaching-related administrative duties (such as curriculum coordination and staff supervision);
 - e) supervising students in practicum placements;
 - f) coaching athletic teams;
 - g) delivering clinical instruction for the Dental Hygiene program; and
 - h) teaching, at a minimum, the equivalent of a three-credit course or where duties are teaching-related for a commitment of 14 hours per week or more.
- D2.02.4 An ATS Member may decide on specific course content and instructional methodology, recognizing the approved course description and academic policy approved by the Department, the Faculty and the University.

Research and Other Scholarly Activities

- D2.03.1 In particular circumstances and in addition to teaching, research and other scholarly activities responsibilities (including a role as a Principal Investigator) may be included in the position profile of the ATS Member.
- D2.03.2 If research and other scholarly activities responsibilities are not specifically included in the position profile as determined by ATSEC in accordance with Article D6.05.1 and, therefore, are not assigned responsibilities, the degree of voluntary participation in research and other scholarly activities may vary from ATS Member to ATS Member and from time to time.
- D2.03.3 When an ATS Member participates in research and other scholarly activities responsibilities, such activity and research funds shall be administered in accordance with the policies and procedures of the University following consultation with the Association.

Service

- D2.04.1 In particular circumstances, the position profile, in addition to teaching and/or teaching-related responsibilities, may also include service responsibilities.
- D2.04.2 If service responsibilities are not specifically included in the position profile and, therefore, are not assigned responsibilities, the degree of participation in the governance of the University and other service responsibilities may vary from ATS Member to ATS Member and from time to time. Participation, in this case, may be initiated by the ATS Member.

Dispute Resolution

- D2.05 If there is a dispute with respect to an ATS Member's responsibilities to the University, the ATS Member shall have recourse to the Department Chair, the Dean and the Provost, in that order. The decision of the Provost shall be final and binding

Article D3: Supplementary Professional Activities (SPA)

This Article D3 shall apply exclusively to full-time ATS Members with a Career Status appointment or T12 appointment.

Scope and Context of SPA

- D3.01.1 An ATS Member who is a full-time employee has a primary obligation to fulfill University responsibilities. The ATS Member shall remain current with recent developments in the discipline through personal professional development.
- D3.01.2 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- D3.01.3 Subject to the provisions of this Article D3, an ATS Member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the ATS Member's primary responsibilities.

Definition of SPA

- D3.02 Without restricting the generality of the term SPA, this category shall include any of the following:
- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;
 - b) consulting;
 - c) personal services contract; or
 - d) private practice of the ATS Member's profession, e.g., dentistry, law, medicine, nursing, etc.

Approval of SPA

- D3.03.1 An ATS Member shall obtain written approval of the Department Chair prior to undertaking major SPA. Prior to approving SPA, the Department Chair shall ensure that primary University responsibilities will be performed satisfactorily.
- D3.03.2 If there is a dispute with respect to an ATS Member's SPA, the ATS Member shall have recourse to the Dean and the Provost, in that order. The decision of the Provost shall be final and binding.
- D3.03.3 The conditions governing SPA are set out in Appendix D.4.

Article D4: Delegation

- D4.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule D (with the power to sub-delegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article D1 – Appointments – delegation to the Dean;
 - b) Article D5 – Probationary Period – delegation to the Department Chair and Dean;
 - c) Article D6 – Evaluation – delegation to the Department Chair, ATSEC and Dean;
 - d) Article D7 – Unsatisfactory and Unacceptable Performance – delegation to the Department Chair, ATSEC, Dean and Provost;
 - e) Article D8 – Notice Period and Layoff – delegation to the Department Chair and Dean;
 - f) Article 7 – Complaints – delegation to the Department Chair, Dean and Provost.
- D4.02 The authority of any party described in this Article to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions,

orders, directions or recommendations made at the time the delegation of responsibilities remained in effect.

- D4.03 Any of the responsibilities assigned to a senior officer under the Common Agreement and this Schedule D may be delegated to another senior officer subject to approval in writing by the:
- a) Dean if those responsibilities are assigned to a Vice-Dean, Associate Dean, Department Chair or ATSEC;
 - b) Provost if those responsibilities are assigned to a Dean; and
 - c) President of the University if those responsibilities are assigned to the Provost.
- D4.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or the Executive Director of the Association.
- D4.05 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council under this Agreement to such persons or groups designated by the Faculty Council.
- D4.06 All delegations of responsibility and revocations of delegation under this Article shall be in writing.
- D4.07 If, in the Common Agreement or this Schedule D, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article D5: Probationary Period

- D5.01.1 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Department Chair to properly monitor the ATS Member's progress during a probationary period. In this regard, the Department Chair and the ATS Member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with Article D6 and in accordance with the general characteristics of the position as set out in the position profile, in order to conduct a written probationary assessment of the ATS Member's performance and the suitability of the appointment.
- D5.01.2 An ATS Member who is appointed for the first time under this Agreement shall serve a probationary period of 12 months for:
- a) a Career Status appointment; or
 - b) a T12 appointment with an appointment period of greater than 24 months.
- D5.01.3 An ATS Member who previously did not serve a probationary period and who is appointed into Career Status appointment or T12 appointment (and where the position profiles are similar) shall have the previous appointment count towards the probationary period requirement for the new appointment.

Probationary Decisions by ATSEC for Career Status Appointments and T12 Appointments

- D5.02 Decisions regarding the probationary period of an ATS Member appointed to a Career Status appointment or T12 appointment where the ATSEC is responsible for annual evaluation shall be in accordance with Article D6.

Leaves

- D5.03 If an ATS Member is on approved leave (Disability Leave, Maternity leave, Parental Leave, Compassionate Leave, Medical Leave, leave without pay) during the probationary period, the probationary period shall be extended by the duration of such leave, always subject to the length of the appointment period end date stipulated in the Letter of Appointment.

Termination During the Probationary Period (Career Status and T12 Appointments)

- D5.04.1 The appointment of an ATS Member may be terminated during the probationary period by providing one month's written notice of such termination. The notice shall be provided by the Department Chair or ATSEC Chair.
- D5.04.2 Before making the determination under Article D5.04.1 to terminate the appointment of an ATS Member during the probationary period, the Department Chair or ATSEC Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment during the probationary appointment.
- D5.04.3 The Association shall be present when the ATS Member receives the written notice referenced in Article D5.04.1.
- D5.04.4 The effective date of the termination shall be one month from the date of notice (the "notice period"). During the notice period, the ATS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the ATS Member, the Department Chair shall decide which of the foregoing shall apply.
- D5.04.5 An ATS Member whose appointment is terminated during the probationary period shall have recourse to the Dean, whose decision is final and binding.

Confirmation, Extension or Termination at the End of the Probationary Period (Career Status and T12 Appointments)

- D5.05.1 The Department Chair or ATSEC Chair shall provide an ATS Member at least one month's written notice prior to the end of the probationary period, specifying that:
- a) the ATS Member is confirmed in the appointment;
 - b) the probationary period is extended to a maximum of an additional 6 months; or
 - c) the appointment is terminated effective at the end of the probationary period. During the notice period, the ATS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the ATS Member, the Department Chair shall decide which of the foregoing shall apply.
- D5.05.2 If the Department Chair or ATSEC Chair fails to provide the required notice prior to the end of the probationary period, the ATS Member shall be confirmed in the appointment.
- D5.05.3 Before making the recommendation in accordance with Article D5.05.1 (c) to terminate the appointment at the end of the probationary period, the Department Chair or the ATSEC Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment at the end of the probationary period.
- D5.05.4 The ATS Member shall be provided written notice from the Department Chair to terminate the appointment at the end of the probationary period. The Association shall be present when the ATS Member receives the written notice.
- D5.05.5 An ATS Member whose appointment is terminated at the end of the probationary period shall have recourse as follows:
- a) where evaluated by the Department Chair, to the Dean, whose decision shall be final and binding; or
 - b) where evaluated by ATSEC, to the Provost, whose decision shall be final and binding.

Article D6: Evaluation

- D6.01 The review of an ATS Member's performance shall be used to:
- a) award Increments; and
 - b) inform Department Chair's recommendations for future appointments in accordance with Article D1.

Academic Teaching Staff Evaluation Committee

- D6.02.1 Each Faculty shall establish an Academic Teaching Staff Evaluation Committee (ATSEC), either as:
- a) A committee distinct from Faculty Evaluation Committee (FEC) which shall include elected voting members from (and by) the ATS Members being evaluated by the ATSEC of that Faculty and elected voting members from (and by) the Academic Faculty of that Faculty. The number of elected ATS Members must exceed the number of elected Academic Faculty; or
 - b) With the approval of the Provost and AASUA, an augmented FEC, which shall include at least one elected voting member from (and by) the ATS Members being evaluated by the FEC of that Faculty and an ATS Member from another Faculty appointed to FEC by the Provost from a list of ATS Members approved jointly by the Provost and the President of the Association. Those ATS Members shall participate only in ATS Member cases before FEC.
- D6.02.2 The ATSEC shall develop, for approval by the Provost, evaluation policies and procedures for all ATS Members.

Responsibility for Annual Evaluation

- D6.03.1 In order for the ATS Member's performance to be annually reviewed, the Department Chair and the ATS Member shall each ensure that they have a clear understanding of the position expectations and standards of performance for the position profile and are aware of any eligibility for performance Increments.
- D6.03.2 The ATS Member shall submit an annual report to the Department Chair, in a format determined by ATSEC, regardless of whether the ATS Member is eligible for performance Increments or not.
- D6.03.3 ATS Members with a Career Status shall be annually evaluated by the Department Chair who shall submit recommendations to ATSEC.
- D6.03.4 ATS Members with a Fixed-Term Status shall be annually evaluated by the Department Chair, who shall, as determined by ATSEC, submit recommendations to either ATSEC or the Dean. Increment eligibility shall be determined in accordance with D6.07.

Timing of Annual Review

- D6.04.1 The annual review period for ATS Members with a Career Status shall normally be July 1 to June 30 with the review process conducted in the next Fall/Winter Term and any Incrementation to be effective the following July 1. An ATS Member with Career Status whose appointment takes effect:
- a) in the period July 1 to October 1, inclusive, is eligible to receive a single Increment;
 - b) in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated Increment, the proportion of a single Increment depending on the number of months they have worked out of 12; and
 - c) in the period June 2 to June 30, inclusive, is not eligible to receive an Increment on July 1.
- D6.04.2 The annual review period for the purpose of determining performance Increments for ATS Members in a Fixed-Term Status appointment may be varied depending on the appointment

periods that the ATS Member has experienced and when they may be eligible for an Increment in accordance with this Article D6.

Authority of ATSEC (Refer to Appendix D.7 for detailed procedures to be developed)

- D6.05.1 Each Faculty's ATSEC shall be authorized to prepare for discussion at Faculty Council and for approval by ATS Members in the Faculty and by the Provost, the following evaluation policies and procedures:
- a) position profiles, including academic and/or professional qualifications, skills, competencies, definitions of standard teaching workloads and any research and service responsibilities;
 - b) position expectations and standards of performance for each Rank as defined in Article D1.01(c) and for all responsibilities identified within the position profiles, including for those in probationary periods;
 - i) specifically for teaching and/or teaching-related responsibilities, the position expectations and standards of performance shall be broadly based, including course content, course design and performance in the classroom;
 - ii) such teaching and/or teaching-related responsibilities evaluation may take into account information such as statistical summaries of responses to student questionnaires, comprehensive reviews of student commentary; reviews by peers, reviews by administrative officials and reviews of teaching dossiers and other materials provided by the ATS Member;
 - c) the format of the annual report;
 - d) procedures governing applications for promotion to Associate Lecturer and Full Lecturer;
 - e) criteria for recommendations regarding probationary periods; and
 - f) criteria for annual Increment recommendations.
- D6.05.2 The Association shall be provided with a copy of the Faculty's evaluation policies and procedures.
- D6.05.3 At least every 10 years from the date of each approval, and/or at the request of the Provost, the position expectations and standards of performance shall be reviewed and reconsidered by Faculty Council and submitted to the Provost for approval.

Position Expectations, Standards of Performance and Promotion

- D6.06.1 The review of an ATS Member's performance shall be based on consideration of the general responsibilities established in the position profile and in accordance with the ATS Member's specific responsibilities assigned in writing by the Department Chair as outlined in Article D2.
- D6.06.2 Position expectations and standards of performance shall be prepared by ATSEC on the basis that an ATS Member is expected to demonstrate competence in responsibilities assigned in accordance with Article D6.06.1. Position expectations and standards of performance:
- a) shall enable evaluation of academic performance across its full range;
 - b) shall be based on merit and not on length of service; and
 - c) may vary from Faculty to Faculty.
- D6.06.3 ATS Members shall be evaluated annually against these position expectations and standards of performance and always in accordance with the position profile:
- a) performance expectations shall increase as an ATS Member moves through the Ranks;
 - b) for promotion to Associate Lecturer, the ATS Member must demonstrate a strong record of achievement in teaching and/or teaching-related responsibilities, and must demonstrate on the basis of performance as Assistant Lecturer that they are capable of contributing effectively as an ATS Member in all areas of responsibility; and
 - c) for promotion to Full Lecturer, the ATS Member must demonstrate excellence in teaching and/or teaching-related responsibilities and a strong record of achievement in all areas of responsibility.

D6.06.4 Position expectations and standards of performance for promotion to Associate Lecturer shall not be changed for an individual ATS Member prior to the start of or during the promotion process unless the ATS Member agrees.

Eligibility for an Increment for TR, Term and Part-time T12 Status

D6.07 An ATS Member with part-time T12 status, TR status or Term status shall have Increment eligibility determined as follows within the position profile:

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

Eligibility for an Increment for Career or Full-time T12 Status

D6.08 An ATS Member with Career Status or full-time T12 status shall be eligible for Increments to the maximum of the salary range for the Rank, determined as follows:

- a) an ATS Member with T12 status shall be eligible for the first performance Increment when they have worked for 12 months within the position profile and subsequent Increments after work in each consecutive 12 month period within the position profile (12 month period inclusive of vacation);
- b) an ATS Member with Career Status shall be eligible for the first performance Increment in accordance with Article D6.04.1 and subsequent Increments after work in each consecutive 12 month period within the position profile (12 month period inclusive of vacation); and
- c) an ATS Member evaluated by ATSEC shall be subject to the Increment Pool established in accordance with the Negotiations in Article 2.

Department Chair's Increment Recommendation (either to the Dean or ATSEC)

D6.09.1 Subject to Articles D6.07 and D6.08, for an ATS Member who is eligible for an Increment, the Department Chair shall recommend to the Dean or ATSEC, whether the ATS Member should receive an Increment based on performance in the appropriate preceding period. The recommendation shall be one of the following:

- a) single Increment;
- b) multiple Increment which may be 1.25, 1.50, 1.75, 2.0, 2.25, 2.50, 2.75 or 3.0;
- c) partial Increment, which shall bring the salary to the maximum of the salary range for the Rank and which is either:
 - i. greater than a single Increment but not a multiple Increment; or
 - ii. less than a single Increment;
- d) an Increment of .50 or .75;
- e) no Increment.

D6.09.2 If the ATS Member has insufficient accumulated service at the time of the annual evaluation and performance is satisfactory, an Increment shall be awarded in accordance with Article D6.07 (c).

Dean's or ATSEC's Increment Decision: No Increment Awarded

D6.10.1 If no Increment is awarded, the decision shall be cited as one of the following:

- a) that maximum for Rank has been reached and standards for promotion have not been met but performance is satisfactory notwithstanding (0a);
- b) that performance requirements for an Increment have not been met but performance is acceptable notwithstanding (0b);
- c) that academic performance while on authorized leave could not be properly evaluated (0c);
or
- d) that academic performance is unsatisfactory and unacceptable (0d).

D6.11 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 ATSEC to distribute Increments in an amount that is greater or less than that number.

Article D7: Unsatisfactory and Unacceptable Performance

D7.01.1 A designation of unsatisfactory performance occurs when an ATS Member receives no merit Increment in accordance with Article D6.10.1 (d) and is appealable under this Article D7.

D7.01.2 The award of a merit Increment less than 1.0 is appealable.

Unsatisfactory Performance for Fixed-Term Status

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

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

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

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

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

D7.02.4 Before making the determination under Article D7.02.3 to terminate the appointment of an ATS Member with unsatisfactory performance, the Department Chair or the ATSEC Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.

D7.02.5 The ATS Member shall be provided with written notice from the Department Chair or the ATSEC Chair to terminate the appointment. The Association shall be present when the ATS Member receives the written notice.

Contested and Reconsidered Case for Career Status

[note that this section is subject to Appendix D.7 to be developed]

D7.03.1 A contested case occurs when a Department Chair makes a recommendation of unsatisfactory performance to ATSEC and where the ATS Member with Career Status shall be provided with the opportunity to present their case in person to ATSEC.

D7.03.2 A reconsidered case occurs when ATSEC has:

- a) reduced a Department Chair's Increment recommendation to unsatisfactory performance, or
- b) has disagreed with the Department Chair's recommendation for promotion.

In these cases, the ATS Member with Career Status shall be provided with the opportunity to present their case in person to a reconvened ATSEC.

D7.03.3 An ATS Member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The ATS Member shall have the right to be accompanied by an advisor, but not legal counsel.

D7.03.4 An ATS Member with Career Status who receives either a decision of unsatisfactory performance, or denial of promotion by ATSEC shall have recourse to the Provost, whose decision shall be final and binding.

Termination of Career Status Appointments for Unacceptable Performance

D7.04.1 A designation of unacceptable performance for an ATS Member with Career Status occurs when they receive a second recommendation of unsatisfactory performance, having received a first decision of unsatisfactory performance in either of the two preceding years.

D7.04.2 The appointment contract of an ATS Member with Career Status with unacceptable performance may be terminated.

D7.04.3 When a Department Chair makes a recommendation of unacceptable performance to ATSEC, the ATS Member shall be provided with the opportunity to present their case in person to ATSEC as a contested case.

D7.04.4 When ATSEC has reduced a Department Chair's Increment recommendation to unacceptable performance, the ATS Member shall be provided with the opportunity to present their case in person to ATSEC as a reconsidered case.

D7.04.5 The ATS Member who is provided with the opportunity to present their case in person to ATSEC shall be advised that they may consult with the Association. The ATS Member shall have the right to be accompanied by an advisor, but not legal counsel.

D7.04.6 Before making the determination under Article D7.04.2 to terminate the appointment of an ATS Member with unacceptable performance, the Department Chair shall consult with an Administration Advisor. The Administration Advisor shall advise the Association of the decision to terminate the appointment.

D7.04.7 The ATS Member shall be provided with written notice from ATSEC to terminate the appointment. The Association shall be present when the ATS Member receives the written notice.

D7.04.8 In the case of unacceptable performance for an ATS Member with Career Status, where the decision is dismissal, the Provost shall state the effective date of termination.

D7.04.9 The decision to terminate the appointment of an ATS Member with Career Status for unacceptable performance is subject to the Grievance Procedures established in Article 14.

Article D8: Notice Period and Layoff

- D8.01 For the purpose of this Article D8, a layoff is providing notice of the end date of a Career Status appointment or the termination of a T12 or TR status appointment prior to the end date of the appointment period and may result if:
- the duties described in the position profile are no longer required;
 - the ATS Member no longer has the qualifications required to carry out the responsibilities following a change in the position profile; or
 - the funding for the appointment is insufficient or is no longer available.
- D8.02 The formal notice period for layoff of an ATS Member shall be:
- 12 months for Career Status appointments;
 - 3 months for T12 status appointments;
 - 3 months for TR status appointments, to the full-time workload end-date. (e.g., appointment period of July 1 to June 30 with full-time workload occurring from September 1 to April 30, full-time workload end-date is April 30.)
- D8.03 The Department Chair shall provide the written recommendation of a layoff to the Dean which shall include:
- the appropriate reason for the lay-off in accordance with Article D8.01;
 - the effective date of the lay-off; and
 - details of efforts made to seek alternative appointments that would minimize negative impacts on the ATS Member.
- D8.04 Where the recommendation of the Department Chair is layoff of the ATS Member, the Department Chair and/or the Dean shall first consult with an Administration Advisor. The Administration Advisor shall advise the Association of the layoff recommendation.
- D8.05 The Dean and the Department Chair shall prepare a written decision of a layoff which shall be provided to the ATS Member at a meeting with the Department Chair, the ATS Member, an Administration Advisor and the Association.
- D8.06 The purpose of the meeting under Article D8.05 shall be to discuss:
- the details of the layoff and of the efforts made to minimize negative impacts on the ATS Member; and
 - during the notice period, the ATS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing. After discussion with the ATS Member, the Department Chair shall decide which of the foregoing shall apply.
- D8.07 The effective date of the start of the formal notice period shall be the day after the date of the decision letter.
- D8.08 Layoff under this Article D8 shall not be considered nor presented as dismissal for cause.
- D8.09 Entitlement to severance due to the layoff of an ATS Member with T12 status is one month's salary for each full year of continuous service to the University, to a maximum of 9 months' salary. The effective date of the layoff and the date for determining length of service and rate of salary shall be the last day of the formal notice period under Article D8.07.
- D8.10 Severance shall normally be paid in a lump sum and shall be calculated in accordance with Article 19.
- D8.11 The decision of the Dean to terminate the Career Status, T12 status or TR status appointment due to layoff is subject to the Grievance Procedures established in Article 14.

- D8.12 An ATS Member with a Term status appointment shall not be subject to layoff. In the case of circumstances described in Article D8.01, the appointment shall end on the date stipulated in the Letter of Appointment without the need for further notice or severance from the University.
- D8.13 Should an appointment from which an ATS Member has been laid off be reinstated or an appointment with substantially the same duties as that appointment be established in the same Department within 16 months of the date on which the previous incumbent was laid off, the previous incumbent shall be offered the appointment.

Article D9: Salaries and Benefits

Salaries

- D9.01.1 The salary scales shall be in accordance with the Salary Levels and Ranges attached in Appendix D.5.
- D9.01.2 The rates in Article D9.01.1 are minima. Salary levels above the minimum shall continue to be possible.
- D9.01.3 The salary for an ATS Member's appointment in Spring and/or Summer terms shall be no less than the rate paid for the previous Fall and/or Winter terms.

Supplementary Health, Dental and Ancillary Benefits

- D9.02.1 A full-time ATS Member, except those with a Term status appointment of less than 8 months, shall participate in the benefit plans set out in Appendix D.10, in accordance with eligibility restrictions stated therein.
- D9.02.2 All other ATS Members not referenced in Article D9.02.1 shall receive pay in lieu of benefits programs equal to 3% of salary payable.
- D9.02.3 Notwithstanding Article D9.02.2, if an ATS Member has concurrent, multiple part-time appointments which together constitute a full-time workload for at least 8 consecutive months, the ATS Member may be eligible for benefits. It is incumbent upon the ATS Member to inform their home Department of any other appointments that would affect the ATS Member's eligibility for benefits, the cost for which would be pro-rated across Departments.
- D9.02.4 An ATS Member who is appointed in Spring and/or Summer terms may be eligible for continuation of benefits if the ATS Member was eligible for benefits in the preceding Fall and Winter terms and if the appointment is within the same Department. The ATS Member should advise the Department Chair in order for the benefits eligibility to be determined.

Eligibility

- D9.03.1 An ATS Member who has reached the age of 65 shall not be eligible for benefits under Alberta Health Care, Supplementary Health Care, Dental Care, Life Insurance, and Disability Benefits, and shall be required to coordinate other benefits with benefits provided by governments.
- D9.03.2 An ATS Member who has been granted leave with full pay or Maternity Leave shall remain eligible for full participation in the benefit programs under Article D9.02.
- D9.03.3 An ATS Member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under Alberta Health Care or Supplementary Health Care. Such an ATS Member is eligible to participate in the University's Health Insurance Plan as set out in Appendix D.5 in accordance with eligibility restrictions stated therein.

Removal Grants and Allowances

- D9.04.1 A full-time ATS Member with Career Status or Fixed-Term Status (except those with (i.) Term status and a full-time appointment of less than 8 months; and (ii.) Term status and a part-time appointment of less than 12 months) upon appointment, may be eligible for a removal grant toward expenses necessarily and reasonably incurred in moving to a new primary residence when relocating from a residence greater than 50 kms from a University campus. Regulations governing removal grants shall be established from time to time by the Board after consultation with the Association and are appended to this Agreement as Appendix D.10.
- D9.04.2 When circumstances permit, an ATS Member upon appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to a new primary residence when relocating from a residence greater than 50 kms from a University campus. The allowance, to the maximum specified by the Dean, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time by the Board after consultation with the Association.
- D9.04.3 An ATS Member who voluntarily leaves the service of the University before rendering 12 months service shall be required to refund a portion of the removal allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than 12 months the obligation shall be discharged in a proportionately shorter period.

Universities Academic Pension Plan (UAPP)

- D9.05.1 An ATS Member shall be eligible to participate in the UAPP.
- D9.05.2 The Board and the ATS Member shall contribute to UAPP, the latter through deductions from salary, in accordance with the UAPP Sponsorship and Trust Agreement.

Vacation

- D9.06.1 An ATS Member with Career Status and T12 status appointments shall be entitled to an annual vacation of 22 days, which shall be pro-rated accordingly for part-time appointments. The following conditions shall apply:
- a) the time of vacation shall be approved by the Department Chair. If there is a dispute with respect to vacation time, the ATS Member shall have recourse to the Dean, whose decision shall be final and binding;
 - b) every effort shall be made to utilize vacation earned within the year that it has been accrued and unused vacation may be carried forward from year to year only with the advance written consent of the Dean;
 - c) a resigning, or retiring, ATS Member shall receive an amount in lieu of vacation time not taken, but such amount shall not exceed one year's vacation entitlement. The amount shall be based on the salary rate as of the effective date of the resignation or retirement.
- D9.06.2 All other ATS Members not referenced in Article D9.06.1 shall receive pay in lieu of vacation equal to 4 % of salary payable.

Appendix D.1: Summary for Ease of Use

This Table provides a Summary for Ease of Use APPOINTMENTS to a POSITION Full-Time (FT) or Part-Time (PT) as Indicated			
RANKS -TITLES (Regardless of Contract Status, each rank can be achieved)	CONTRACT STATUS	PROBATIONARY PERIODS and METHOD of ANNUAL EVALUATION	LAY-OFF PROVISIONS
<p>Full Lecturer <i>Sample Titles</i></p> <ul style="list-style-type: none"> - Master Coach - Clinical Professor - Teaching Professor <p>Associate Lecturer <i>Sample Titles</i></p> <ul style="list-style-type: none"> - Senior Coach - Associate Clinical Professor - Associate Teaching Professor <p>Assistant Lecturer <i>Sample Titles</i></p> <ul style="list-style-type: none"> - Coach - Assistant Clinical Professor - Assistant Teaching Professor 	<p>Career (FT or PT)</p> <p>Contingent – no end date.</p>	<p>Probationary Period of 12 months.</p> <p>Evaluated by Academic Teaching Staff Evaluation Committee (ATSEC).</p>	<p>Provided working notice of not less than 12 months of contract termination.</p> <p>No severance.</p>
	<p>T12 (FT or PT)</p> <p>Appointment period of 12 months to a maximum of 6 years.</p>	<p>Probationary Period of 12 months with appointment period greater than 24 months.</p> <p>Evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.</p>	<p>Provided 3 months' working notice if contract is terminated prior to end date.</p> <p>Provided severance of one month for each full year of service to a maximum of 9 months.</p>
	<p>TR (FT)</p> <p>Appointment period from 24 months to a maximum of 6 years, but where the full-time workload occurs in 8, 9, 10 or 11 months within each year. Staff member may purchase benefits during the inactive period (period of leave without pay).</p>	<p>Probationary Period not required.</p> <p>Evaluated either by ATSEC or by the Department Chair, as determined by ATSEC.</p>	<p>Provided 3 months' working notice to the full-time workload end-date. (e.g., appointment period of July 1 to June 30 with full-time workload occurring from September 1 to April 30, full-time workload end-date is April 30.)</p> <p>No severance.</p>
	<p>Term (FT or PT)</p> <p>Appointment period less than 12 months.</p>	<p>Probationary Period not required.</p> <p>Normally evaluated by the Department Chair, unless ATSEC determines otherwise.</p>	<p>Provided working notice to the end of the appointment period.</p> <p>No severance.</p>

Appendix D.2: Sample Letter of Appointment
<http://www.hrs.ualberta.ca/Forms.aspx>



[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Board of Governors, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule D for Academic Teaching Staff (ATS), a copy of which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with its terms, and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Position Rank: [indicate Assistant Lecturer, Associate Lecturer or Full Lecturer]
2. Position Title: Position Profile attached (✓ one): Yes To be Determined
3. Contract Status: Career
4. Department:
Faculty:
5. Effective Date:
6. Probationary Period: [Indicate 12 months or N/A]
7. Full-time Equivalent (FTE): [If FT indicate 1.0 and pro-rate if PT, e.g. 0.5]
8. Salary: \$[Indicate FT salary or pro-rated salary if PT] per annum Salary Range:
9. Special conditions, if any: [Include special conditions here or as an attachment]
10. You may be eligible for a removal grant of \$[indicate amount or N/A] in accordance with Article D9.04 and Appendix D.10 of the Agreement.

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPPA) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

[Name of Dean or Designate], [Title]

Received by University

ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the Appointment referred to and the terms and conditions set forth.

Date at _____
(City)

This _____ day of _____, _____
(Day) (Month) (Year)

Signature

**Appendix D.3: University Library Privileges
for Members of the Academic Teaching Staff**

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

The following relationship definitions exist for ATS Members:

Instructor (INT)

An instructor is someone who is teaching continuing education, graduate or undergraduate course(s) at the University. The instructor relationship is added to the University system once an instructor's employee ID is attached to a class. The start date of the relationship coincides with the date that the course catalogue is released to campus. The end date of the relationship is the end date of the last term that the instructor is attached to a course/courses + 4 months.

Employees (EMP)

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

Access to Licensed Online Library Content

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

Remote Access to Licensed Online Library Content

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

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

Library Cards and Borrowing Privileges

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

Appendix D.4: Conditions for Supplementary Professional Activities (SPA)

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

Required SPA

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

Major SPA

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

Reporting Requirements

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

Faculty Regulations

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

Appendix D.5: Salary Schedule

Effective from date of ratification to June 30, 2019: no change to the 2017/2018 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:

- i. 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
- ii. 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.
- iii. 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.
- iv. 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.]
- v. 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.
- vi. 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 Term 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 20 (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.

Located on the Human Resource Services website:

July 1, 2018 to June 30, 2019

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/ats-2018-2019.pdf>

July 1, 2019 to June 30, 2020

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/ats-2019-2020.pdf>

Appendix D.6: Copyright Regulations (2016)

1. Ownership

- 1.1 Pursuant to Article 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix D.6.
- 1.2 For the purposes of this Appendix D.6 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2. University Licence

General Principles

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

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.10 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles D2.01.2 and D2.02.2.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a Staff Member is assigned course responsibilities under Article D2.02.2 that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by paragraph 2.1 applies to those materials for a term of 3 years from the date that the materials are last revised by the Staff Member and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix D.6, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix D.6.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix D.6, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix D.6 will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix D.6, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix D.6.

Appendix D.7: Detailed Procedures on Evaluation and Promotion

[to be developed in accordance with Appendix D.8]

Appendix D.8: Position Profile Template

[to be developed]

Appendix D.9: Definitions

1. "Department Chair" means the administrative head of a Department reporting to the Dean. Responsibilities assigned in this Agreement to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no Departments.
2. "Acting" when referring to an officer of the University of Alberta (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.
3. "Senior Officer" means a Staff Member appointed under Schedule A who has also been appointed to an administrative position including Vice-Provost, Deputy Provost, Vice-Dean, Associate Dean or Department Chair.

Appendix D.10: Benefits Schedule, Removal Grant Regulations

BENEFITS SCHEDULE

<https://www.ualberta.ca/faculty-and-staff/employee-benefits/benefits-overview>

REMOVAL GRANT REGULATIONS

<https://www.ualberta.ca/human-resource-services/hiring/recruitment-and-advertising/recruiting-academic-staff/removal-grant>