

# **Schedule A**

## **ACADEMIC FACULTY MEMBERS**

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## **Article A1: Appointments**

- A1.01.1 The appointment of an Academic Faculty member shall be made by the Dean.
- A1.01.2 A letter of appointment, following the example in Appendix A.1, duly executed by the Dean and an Academic Faculty member, shall confirm the appointment of the Academic Faculty member.
- A1.01.3 The appointment of an Academic Faculty member shall commence on the date set in the duly executed letter of appointment.
- A1.01.4 The employment of an Academic Faculty member shall be for 12 months of each year.

### **Contingent appointments**

- A1.02.1 Notwithstanding Article A1.01.4, a Dean may appoint an Academic Faculty member to a position with a special condition that recognizes circumstances where the position is funded by external sources.
- A1.02.2 The term “funded by external sources” is defined as any financial support directly tied to a specific position when the financial support does not come from the operating budget of the University. The term may include funds from endowments or targeted gifts, agencies supporting research through grants or contracts, and other sources.
- A1.02.3 The special condition shall state that the continuing nature of the appointment is explicitly contingent on the continued receipt of funds from the external source. In the event that the funds are discontinued, the Academic Faculty member shall receive notice of not less than 12 months that the position will be discontinued.

### **Special conditions**

- A1.03.1 A Dean may appoint an Academic Faculty 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.
- A1.03.2 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 Academic Faculty member provided:
  - a) the variations have been recommended by a Dean and are approved in writing by the Academic Faculty member and the President of the Association.
- A1.03.3 Notwithstanding the provisions of Article A1.02, the Dean, with the advance written approval of the Provost, may add an additional special condition providing that, in the event that the external source of funding is discontinued, the appointment shall be transferred to a standard appointment without special conditions. In the absence of such a second special condition, no appointment under Article A1.02 shall carry any expectation of continuance in the event that the external financial support for the position is discontinued.

### **Effective dates**

- A1.04.1 The normal effective date of a first probationary appointment or of an original appointment with tenure shall be July 1, but such appointments may be made at other times.
- A1.04.2 The effective date of a second probationary appointment or of an appointment with tenure following probation shall be July 1.

## **Removal allowances**

- A1.05.1 An Academic Faculty member upon appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified, 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.
- A1.05.2 An Academic Faculty member who voluntarily leaves the service of the University before rendering two years of 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 twenty-fourth of the obligation. In cases where probationary periods are less than two years, the obligation shall be discharged in a proportionately shorter period. If the Academic Faculty member is appointed with tenure, one year's service shall discharge the obligation to the University; if such an Academic Faculty member leaves the University prior to having served one year, the obligation shall be reduced proportionally with each month served.

## **Academic Administrators**

- A1.06.1 The Board may employ administrative leaders ("Academic Administrators") in academic administration positions who are Professors and Associate Professors and who are outside the scope of this Agreement while serving as an Academic Administrator. Where an Academic Administrator takes an administrative leave between two successive Academic Administrator appointments, the person also remains outside the scope of this Agreement during the leave. The Board shall provide a copy of the list to the Association whenever a new Academic Administrator is appointed or an Academic Administrator's appointment ceases, for whatever reason, and at minimum on each July 1. No individual's rights under Article A1.06.2 or A1.06.3 are diminished by reason of the position that they filled not being included on the list.
- A1.06.2 An Academic Faculty member who held a tenured position under this Agreement, prior to receiving an appointment as an Academic Administrator shall be immediately re-appointed to a tenured faculty position upon termination of the academic administration appointment, unless the Academic Faculty member has elected to resign or retire from their tenured position, in accordance with the following:
- a) The Academic Faculty member shall re-enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration position in succession.
  - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be re-appointed to a tenured faculty position (the recommendation contemplated by Article A5.01.2 is waived) and shall immediately re-enter the scope of this Agreement.
  - c) For clarity, a failure to re-appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).
- A1.06.3 An individual who did not hold a tenured position under this Agreement prior to receiving an appointment as an Academic Administrator shall be simultaneously appointed to a tenured position under this Agreement in accordance with Article A5.01.2, with the appointment to take effect immediately upon termination of the academic administration appointment, unless the Academic Faculty member has elected to resign or retire from their tenured position, in accordance with the following:
- a) The Academic Administrator shall enter the scope of this Agreement at the conclusion of the academic administration appointment unless appointed to another academic administration appointment in succession.
  - b) At the conclusion of the last of successive academic administration appointments, the Academic Administrator shall immediately be appointed to a tenured faculty position and shall immediately enter the scope of this Agreement.

- c) For clarity, a failure to appoint shall constitute a violation of this Agreement and is subject to Article 14 (Grievance) and Article 15 (Arbitration).

A1.06.4 Re-appointment or appointment to a faculty position under Article A1.06.2 or A1.06.3 shall not prevent an investigation into the conduct of the Academic Administrator nor the imposition of discipline, even if the appointment as an Academic Administrator was terminated for cause. Upon the immediate re-appointment or appointment to a faculty position, the provisions of Article 7 (Discipline) shall apply notwithstanding that the conduct pre-dated the re-appointment or appointment to a faculty position.

### **Administrators in the Bargaining Unit**

A1.07.1 The following provisions will apply to Staff Members appointed to an administrative position which is not otherwise expressly excluded from the bargaining unit, namely: Department Chair, Associate Chair, academic Assistant Dean, Associate Dean and, with agreement of the parties, administrative positions variably titled but similar in type.

- a) the terms and conditions of a Staff Member's administrative appointment are separate and apart from those of the Staff Member's academic appointment and shall be as mutually agreed in writing directly between the Staff Member and the Dean or Appointing Officer, as applicable;
- b) the administrative appointment agreement shall include information regarding:
  - i. the duties and responsibilities of the position to which the Staff Member is being appointed;
  - ii. the term of the appointment;
  - iii. remuneration associated with the administrative appointment, if any;
  - iv. the performance review process;
  - v. the process by which the appointment may be terminated;
  - vi. the process by which the appointment may be renewed;
  - vii. the status and position of the Staff Member on expiry of the appointment; and
  - viii. any special conditions;
- c) a copy of the executed administrative appointment agreement shall be provided to the Association;
- d) the Association shall have the right to pursue grievance or arbitration (using the dispute resolution provisions in this Agreement) only to enforce the written terms and conditions in the executed administrative appointment agreement, as may be amended by the Employer and Staff Member in writing;
- e) the Association shall not have the right to grieve a decision to not renew an administrative appointment or to terminate such an appointment without cause, or any matter related to the University's lawful direction to the Staff Member concerning the performance of their duties in the administrative position, unless any such matters contravene the written terms and conditions in the executed administrative appointment agreement;
- f) if the Staff Member and Dean or Appointing Officer, as applicable, are unable to reach agreement on the terms and conditions of the administrative appointment, the Staff Member shall not be appointed and shall have no recourse or remedy.

A1.07.2 Article A1.07.1 shall not:

- a) affect the terms and conditions of the Staff Member's employment in their academic appointment or the Association's rights to grieve such matters, which shall be governed by this Agreement in the normal course;
- b) affect the parties' statutory ability to seek designation or de-designation with respect to any individual; and
- c) be construed as an agreement or admission by either party that any individual holding an administrative appointment is an "employee" for purposes of the Code.

## **Article A2: University Responsibilities**

- A2.01.1 An Academic Faculty member shall be a scholar, active in teaching, in research, and in service.
- A2.01.2 The responsibilities of an Academic Faculty member shall include Teaching, Research and Service as described below. The proportion of Teaching, Research and Service shall be determined by agreement of the Department Chair and Academic Faculty member for the upcoming academic year, or as set out in the Academic Faculty member's Letter of Appointment.
- a) Teaching: participation in teaching programs, including classroom teaching, supervision of graduate students and personal interactions with and advising students;
  - b) Research: participation in research (defined as including the preparation or performance of creative works and reflective inquiry) and the dissemination of the results of research by means appropriate to the discipline; and
  - c) Service: provision of service to the discipline of the Academic Faculty member; participation in the governance of the University, the Faculty and the Department; and dissemination of knowledge to the general public by making available the Academic Faculty member's expertise and knowledge of the discipline, all of which shall be carried out according to the standards of professional conduct expected of an Academic Faculty member.
- A2.01.3 Throughout the career of an Academic Faculty member, the requirements of Articles A2.01.1 and A2.01.2 shall apply. Nevertheless, there may be circumstances when it is in the interests of the Academic Faculty member and the University to vary the responsibilities for a specified period of time. Therefore, an Academic Faculty member, the Department Chair and the Dean may enter into a written agreement varying the primary responsibilities for a period not to exceed 5 years. The variations shall be designed to increase responsibilities in one area (e.g. teaching innovation) while reducing responsibilities in another. (See also Article A6.04).

### **Teaching**

- A2.02.1 The Department Chair shall assign to each Academic Faculty member specific teaching responsibilities, which shall include courses to be taught and other teaching duties which may include supervisory and administrative responsibilities.
- A2.02.2 Teaching responsibilities in the Intersession shall be governed by the terms set out in Appendix A.5. In the event of a conflict between a provision of Appendix A.5 and a provision of the Common Agreement or Schedule A, the provisions of the latter shall prevail.
- A2.02.3 An Academic Faculty 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**

- A2.03.1 The responsibilities of an Academic Faculty member shall include active participation in research. The Academic Faculty member shall be encouraged to seek financial support (hereinafter called research funds) for such research from granting agencies or other sources.
- A2.03.2 Research activity and research funds shall be administered in accordance with policies and procedures established by appropriate university authorities, following consultation with the Association.
- A2.03.3 The policies and procedures shall be consistent with the terms of this Agreement; in the case of conflict, this Agreement shall govern. Questions arising from the administration of the policies and procedures, or failure to comply with the policies and procedures shall be resolved in accordance with the procedures of this Agreement.
- A2.03.4 The following principles shall apply to the administration of research funds:
- a) Research funds shall be administered and accounted for by the University.

- b) Remuneration may be provided to the Academic Faculty member from the research funds if the grant/contract so permits, to the extent permissible in the policies and procedures referred to in Article A2.03.3.
- c) If the University is expected to provide facilities, space, equipment or administrative assistance or where there is to be participation by students or postdoctoral fellows in the carrying out of the research, the University may require that a contract be negotiated through the Vice-President (Research).

### **Service**

A2.04 An Academic Faculty member shall be actively engaged in service to the University and shall participate in the collegial responsibilities of departmental, Faculty and university governance. The degree of participation in the governance of the University and other service responsibilities may vary from Academic Faculty member to Academic Faculty member and from time to time. Such service responsibilities may be assigned by the Department Chair or may be the result of initiative by the Academic Faculty member. The Academic Faculty member may also be engaged in service to the Academic Faculty member's discipline or profession or to the Association.

### **Annual report**

A2.05 An Academic Faculty member shall submit to the Department Chair and Dean an Annual Report on University responsibilities during the previous year. The requirements of the report are provided in Appendix A.2. In the event of a conflict between a provision of Appendix A.2 and a provision of the Common Agreement or Schedule A, the provisions of the latter shall prevail.

### **Dispute resolution**

A2.06 If there is a dispute with respect to the Academic Faculty member's University responsibilities, an Academic Faculty member shall have recourse to the Dean. The decision of the Dean shall be final and binding.

## **Article A3: Supplementary Professional Activities (SPA)**

### **Scope and context of SPA**

- A3.01.1 An Academic Faculty member is a full-time employee and has a primary obligation to fulfil University responsibilities. The Academic Faculty member shall remain current with recent developments in the discipline through personal professional development.
- A3.01.2 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- A3.01.3 Such SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching and research to remain professionally relevant. Routine, repetitive and trivial SPA are discouraged.

### **Authorization of SPA**

A3.02 Subject to the provisions of this Article A3, an Academic Faculty member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the Academic Faculty member's primary responsibilities.

### **Required SPA**

A3.03.1 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 Academic Faculty member's career. In such cases, the Dean and Department Chair shall encourage SPA.

A3.03.2 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 Academic Faculty member's primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to Article A3.06.

### **Definition of SPA**

A3.04.1 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 contracts;
- d) private practice of the Academic Faculty member's profession, e.g. medicine, dentistry, law, etc.

A3.04.2 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.

### **Approval of SPA**

A3.05.1 An Academic Faculty member shall obtain written approval of the Dean prior to undertaking major SPA. Prior to approving SPA, the Dean shall ensure that primary University responsibilities will be performed satisfactorily.

A3.05.2 If there is a dispute with respect to an Academic Faculty member's SPA, the Academic Faculty member shall have recourse to the Provost. The decision of the Provost shall be final and binding.

### **Conditions**

A3.06 The authority and approval of SPA is subject to the following conditions:

- a) The Academic Faculty member shall not compete unfairly with professionals outside the University.
- b) The SPA shall not infringe upon the University's conflict of interest guidelines.
- c) The SPA shall conform with regulations governing the use of University facilities and staff.
- d) The Academic Faculty 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 Academic Faculty 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 withstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
- e) When engaged in SPA, Academic Faculty members shall not use the name of the University in any way, except as the mailing address, nor shall Academic Faculty members hold themselves as agents of the University when engaged in SPA.

### **Reporting requirements**

A3.07.1 Each Academic Faculty member, including Department Chairs, shall submit an annual SPA Report to the Dean on SPA in the previous year.

A3.07.2 SPA undertaken during sabbatical, assisted leave and secondment shall be reported in the annual SPA Report. A Faculty Council may require that SPA undertaken under other types of leave shall also be included in the annual SPA Report.

- A3.07.3 The period covered by the annual SPA Report 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.
- A3.07.4 The annual SPA Report may be made in conjunction with the Annual Report of the Academic Faculty member or it may be a separate report. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.
- A3.07.5 SPA shall be taken into account in the evaluation of an Academic Faculty member's performance for tenure, increments and promotion. The annual SPA Report shall be available for information to FEC. With the concurrence of the Provost, a Faculty Council may modify the application of this Article A3.07.5.
- A3.07.6 The following information shall be provided in the Academic Faculty member's annual SPA Report:
- 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.
- A3.07.7 A Faculty Council may decide that the time of year, week or day when the SPA were undertaken is important. If so, such information shall be included in the SPA Report.
- A3.07.8 Each Faculty Council shall develop the format for the annual SPA Report for that Faculty and submit to the Provost for approval.
- A3.07.9 Decisions reached by a Faculty Council under this Article 8 shall be conveyed, in writing, to the Provost and the Association.

### **Faculty regulations**

- A3.08 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 SPA Report; the determination of the time period covered by the SPA Report; the date by which the SPA Report is to be submitted; and whether the annual SPA Report shall be included in the Annual Report.
  - c) Any modifications to the requirement that SPA be taken into account in the evaluation of an Academic Faculty 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 SPA Report 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 Academic Faculty 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 of this Article A3.

## Article A4: Sabbaticals

### Eligibility

- A4.01.1 A tenured Academic Faculty member shall be eligible to be considered for a one-year sabbatical after serving the University for 6 years, or after serving for 6 years following a previous sabbatical or assisted leave. After 3 years of service following initial appointment, or 3 years of service following a previous sabbatical or assisted leave, a tenured Academic Faculty member shall be eligible to be considered for a 6-month sabbatical.
- A4.01.2 A person who joins the University and who has tenure at another university shall receive credit for up to 2 years of service at the other institution in meeting the requirements under Article A4.01.1 for the first sabbatical taken at the University, providing the first sabbatical is a one-year sabbatical.

### Application Process

- A4.02.1 The Academic Faculty member shall submit an application for a sabbatical to the Dean, through the Department Chair, by October 15 in the year prior to the academic year in which the sabbatical will be taken.
- A4.02.2 On receipt of the applications, the Dean shall provide copies to FEC.
- A4.02.3 FEC, after consideration of the applications, shall submit a recommendation to the Dean as to which applications should be approved and which should not be approved.
- A4.02.4 The Dean, after consideration of the applications and the recommendations of FEC and subject to Article A4.02.8, shall approve or not approve the applications and convey the decisions, in writing, to the applicants as soon as possible after having reached decisions.
- A4.02.5 In their consideration of the applications, FEC and the Dean shall consider the proposed sabbatical programs to determine whether they are meritorious and whether they will be to the mutual advantage of the Academic Faculty member and the University.
- A4.02.6 Consideration will be given to sabbatical programs which include work to be done at the University but will not be given to programs in pursuit of advanced degrees.
- A4.02.7 If the Dean does not approve an application for a sabbatical when FEC has recommended approval and if the quota for the Faculty under Article A4.02.8 has not been met or exceeded, the Academic Faculty member may appeal the Dean's decision to the Provost. Such an appeal shall be in writing and shall be submitted not later than 15 days following the receipt of the Dean's letter that the application has not been approved. The decision of the Provost shall be final and binding.
- A4.02.8 The number of approved sabbaticals for an academic year shall not exceed 10% of the number of Academic Faculty members in the Faculty.
- A4.02.9 If, after an Academic Faculty member has been granted a sabbatical, the Department Chair, for the purposes of the normal operation of the Department, deems that the work of the Department would be unduly hampered by such sabbatical, the Department Chair shall recommend to the Dean that the sabbatical be deferred for 6 or 12 months. The Dean shall consider such recommendation and decide, with such decision final and binding. The deferral time shall nevertheless be counted toward eligibility for a succeeding sabbatical.

### Terms and Conditions

- A4.03.1 With respect to an Academic Faculty member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles A5 and A6, the Academic Faculty member, as

an Associate Professor or Professor, shall receive a percentage of their basic University salary, as follows:

- a) 90%, where the sabbatical commences on or after July 1, 2019.
- A4.03.2 With respect to an Academic Faculty member's second and any subsequent sabbatical, the Academic Faculty member shall receive 82.5% (effective July 1, 2022: 90%) of their basic University salary.
- A4.03.3 An Academic Faculty member may receive outside assistance in the form of grants or fellowships. Supplementary professional activity during a sabbatical shall be governed by the terms of Article A3. Research funds received during a sabbatical shall be governed by the terms of Articles A2.03.
- A4.03.4 An Academic Faculty member who has been granted a sabbatical may apply for a sabbatical research grant from the University. Notwithstanding Articles A4.03.1 and A4.03.2, the salary of an Academic Faculty member in receipt of such grant shall be reduced by the amount of such grant. Application for sabbatical research grants shall be made to the Research Services Office, through the applicant's Department Chair and Dean. Details may be obtained from the Research Services Office. Regulations governing sabbatical research grants shall be made by the Provost following consultation with the Association and the Vice-President (Research).
- A4.03.5 A sabbatical of one year shall be deemed to include the vacation entitlement, and a 6-month sabbatical shall be deemed to include one-half of the vacation entitlement.
- A4.03.6 With respect to sickness or injury during sabbatical, see Appendix A.3, Section M.4.
- A4.03.7 Sabbaticals of 6 months in duration shall be restricted to the period July 1 to December 31 or January 1 to June 30 unless otherwise directed by the Provost.
- A4.03.8 The Academic Faculty member shall submit a report concerning activities while on sabbatical to the Dean and, where appropriate, the Department Chair. The report shall be part of the Academic Faculty member's Annual Report for the year(s) under consideration.
- A4.03.9 An Academic Faculty member shall return to regular duties at the University for 6 months upon completion of the sabbatical or, in default thereof, repay to the University an amount equal to 12.5% of the total gross salary paid while on sabbatical and shall, if requested by the University, sign an agreement to that effect prior to going on sabbatical.
- A4.03.10 Detailed information about sabbaticals is provided in Appendix A.3.

## **Article A5: Probation and Tenure**

### **Types of appointments**

- A5.01.1 A person may be appointed in accordance with this Article A5 as an Academic Faculty member with tenure, or as an Academic Faculty member on probation leading to consideration for tenure.
- A5.01.2 No person shall be appointed to the rank of Professor or Associate Professor unless the Dean first receives a recommendation from an advisory selection committee established in accordance with procedures approved by GFC.
- A5.01.3 A person appointed to the rank of Professor has tenure.
- A5.01.4 A person appointed to the rank of Associate Professor has tenure unless a constituted advisory selection committee recommends that there be a probationary period and the Dean appoints with such a probationary period, in which case, the procedures of Article A5.02 apply.

A5.01.5 A person appointed to the rank of Assistant Professor shall be on a probationary period.

A5.01.6 The award of tenure shall also constitute designation as Associate Professor.

**Probationary periods**

A5.02.1 A person appointed as an Academic Faculty member without tenure shall serve one or more probationary periods.

A5.02.2 A person who is appointed as an Academic Faculty member without tenure shall serve a first probationary period calculated in accordance with the following:

Effective date of appointment	First probationary period
July 1	4 years
Between January 1 and the next June 30 (including January 1 and June 30)	4 years plus the period between the effective date and the next July 1 (inclusive of both dates)
Between July 2 and the next December 31 (including July 2 and December 31)	4 years minus the period between the effective date of appointment and the preceding July 1 (inclusive of both dates)

A5.02.3 The Dean, with the prior written approval of the Provost may, in the initial appointment reduce the length of the first probationary period.

A5.02.4 If an Academic Faculty member is granted one or more leaves during a probationary period and if the length or type of leave is such that it materially affects the performance on which the Academic Faculty member is to be assessed, then the probationary period shall be extended for one or more years.

A5.02.5 An extension of a probationary period because of leave shall be made by the Provost on the recommendation of the Dean following consultation with the Academic Faculty member.

A5.02.6 In considering a recommendation for an extension of a probationary period because of leave, the Provost shall take into account the length of the leave period, the time of the year when the leave was taken and the purposes of the leave.

A5.02.7 The decision of the Provost regarding extension of probationary period because of leave shall be final and binding.

A5.02.8 The second probationary period shall be for two years.

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

A5.03.1 In the last year of an Academic Faculty member's first probationary period the Department Chair shall recommend in writing to the Dean, with a copy to the Academic Faculty member, one of the following:

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

A5.03.2 On receipt of the Department Chair's recommendation under Article A5.03.1, the Dean shall take one of the following steps; and shall inform the Academic Faculty member in writing,

- a) approve a recommendation that the Academic Faculty member be offered a second probationary period, which decision shall be final and binding;
- b) if the recommendation is for a second probationary period and if the Dean disagrees with such a recommendation, refer the recommendation to FEC for consideration;

- c) refer to FEC a recommendation that an appointment with tenure be offered to the Academic Faculty member; or
- d) refer to FEC a recommendation that no further appointment be offered to the Academic Faculty member.

A5.03.3 Notwithstanding Articles A5.03.1 and A5.03.2, a Faculty Council may determine that all decisions regarding any further appointments at the end of a first probationary period shall be referred to FEC and, in such a case, the recommendation of a Department Chair under Article A5.03.2 shall be submitted directly to FEC.

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

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

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

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

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

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

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

#### **Special recommendations for tenure**

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

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

#### **Severance**

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

### **Article A6: Faculty Evaluation**

#### **Authority**

A6.01 Each Faculty shall have a Faculty Evaluation Committee (FEC) which shall be authorized to:

- a) draft standards of performance of Academic Faculty members in the Faculty;

- b) consider and decide on recommendations regarding probation and tenure under Article A5;
- c) consider and decide on recommendations for Incrementation;
- d) determine procedures governing applications for promotion and granting of tenure;
- e) consider and decide on applications for promotion to Professor;
- f) advise the Dean on applications for sabbaticals under Article A4; and
- g) carry out such procedural rulings as are required of it under this Article A6.

### **President's Review Committee**

A6.02 The President's Review Committee (PRC) is chaired by the President and is authorized (in accordance with Article A6.22) to review and compare the implementation of FEC standards of performance.

### **Standards of performance**

A6.03.1 The review of an Academic Faculty member's performance shall be based on consideration of the performance of the responsibilities of the Academic Faculty member as outlined in Article A2.

A6.03.2 Standards of performance shall be prepared by FEC on the basis that an Academic Faculty member is expected to demonstrate competence in teaching, research, and service. Standards of performance:

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

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

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

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

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

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

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

and therefore,

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

- A6.03.5 Each Faculty's standards of performance shall include criteria for the assessment of research productivity in the case of multi-year projects.
- A6.03.6 The review of the performance of a Department Chair shall take into account the special duties associated with the office of Department Chair.
- A6.03.7 At least 10 years from the date of each approval, the standards of performance shall be reviewed and reconsidered by FEC and then, in draft form, shall be submitted to the Provost for review and advice.
- a) The Provost shall forward the draft standards and any advice to Faculty Council for approval or to FEC for reconsideration;
  - b) The Faculty Council may approve the standards or may refer them back to FEC for revision. Any revised standards shall, again, be submitted to the Provost for further review and advice;
  - c) After approval of the standards by Faculty Council, they shall be provided to the Provost;
  - d) The Provost may refer standards to the PRC (Article A6.02) for review and advice or the PRC may recommend review of standards to the Provost.
- A6.03.8 A Faculty Council shall establish, and make public to all Staff Members, voting protocols, which may include the requirement to vote electronically, for matters considered by the Faculty Council, such as approving evaluation guidelines or standards of performance.
- A6.03.9 Standards for the award of tenure and concurrent designation as Associate Professor shall not be changed during probation for an individual Academic Faculty member unless the Academic Faculty member agrees, in advance of the meeting of FEC, to the new standards.
- A6.03.10 The Faculty Council shall ensure that standards of evaluation are transparent with due regard to the principles of equity, diversity and inclusion. The FEC shall ensure the standards are consistently applied with due regard to those principles.
- A6.03.11 Assessment of scholarship, research and innovation must incorporate provisions for different and diverse experiences and contributions to knowledge, including Indigenous knowledges and methodologies, along with different visions, values, cultural mores, methodologies and epistemologies in critical analysis.

### **Variations of responsibilities**

- A6.04.1 University responsibilities of an Academic Faculty member, as enumerated and described in Article A2, apply throughout the career of an Academic Faculty member. The weight assigned to the individual responsibilities may vary from year to year in accordance with this Article A6.04.
- A6.04.2 The Dean must approve all variations. The Department Chair shall meet with each Academic Faculty member at least annually to discuss the performance of the Academic Faculty member (see Article A6.13) and to develop and agree to objectives for the succeeding reporting period.

- A6.04.3 If variances are approved, the Academic Faculty member and the Department Chair shall enter into a written agreement (with a copy to the Dean). Such variations and agreements shall be for periods normally not longer than 5 years in duration or, in the case of appointment to administrative responsibilities, for the duration of such appointment.
- A6.04.4 Variations may take into account increased responsibilities in one area, e.g. preparation for and introduction of teaching innovation, development of electronically based instruction materials, specified administrative responsibilities, special awards such as McCalla Professorships, and the like.
- A6.04.5 An Academic Faculty member may be assigned to professional or clinical responsibilities as a condition of their appointment. Such assignment shall be acknowledged in the weighting and evaluation of performance.
- A6.04.6 The evaluation of an Academic Faculty member whose duties include professional or clinical responsibilities shall explicitly take into account both the time required for such responsibilities and the assessments of the quality of clinical performance.
- A6.04.7 The Department Chair, in preparing for the evaluation of performance and recommendations of Incrementation (Article A6.13) shall take these variances into account.

### **Leaves**

- A6.05 An Academic Faculty member who is on leave during the period of review will be assessed by FEC as follows:
- a) Discontinuance of academic responsibilities during periods of Maternity Leave, Parental Leave, Compassionate Leave, and Medical Leave (when the total of such periods of full-time leave is 6 months or less or part-time leave of 50% or less over the 12 months of an academic year) shall require the extrapolation of the performance for work done in the year to a full year. Incrementation will be awarded in accordance with Article A6.09;
  - b) Performance shall be cited in accordance with Article A6.10(c), where the Academic Faculty member has been on leave (or combination of leaves) as defined in Articles 8 and 9, and the Employment Standards Code, during the period of review exceeding 6 months in the aggregate;
  - c) Notwithstanding Article A6.05(b), an Academic Faculty member may request the Department Chair and FEC to take into account academic activities while on leave. The onus shall be on the Academic Faculty member in material appended to the Annual Report to demonstrate to the Department Chair why such activity should be recognized;
  - d) Notwithstanding Article A6.05(b), an Academic Faculty member who is on Maternity Leave and/or related Medical leave, and/or Parental Leave for an aggregate period exceeding 6 months in any period of review shall be entitled to a salary increase (with respect to that period of review), determined at the Academic Faculty member's election by:
    - i.) the Academic Faculty member's performance in the period of review, as assessed by FEC, subject to Article A6.05(c); or
    - ii.) the average Incrementation the Academic Faculty member received, as assessed by FEC, in the last three review periods as available; or the value of a special 1.2 Incrementation award, if the Academic Faculty member's performance has not been assessed in any of the last three review periods;

provided the Academic Faculty member is otherwise eligible to receive Incrementation.

## **Composition of FEC**

A6.06.1 Subject to A6.18.11 and A6.21.5 (g) the composition of FEC shall be:

- a) Subject to Article A6.06 (d), in departmentalized Faculties, the Dean (as Chair), all Department Chairs, and at least two tenured Academic Faculty members from the Faculty elected by Faculty Council. Faculty Council shall determine the number of elected members, if more than two, and the terms of office of elected members.
- b) In non-departmentalized Faculties, the Dean, a tenured Academic Faculty member from the Faculty elected by Faculty Council as Chair, and at least 3 other tenured Academic Faculty members from the Faculty elected by Faculty Council. Faculty Council shall determine the number of elected members, if more than three, and the terms of office of elected members as well as the term of office of the Chair.
- c) One tenured Academic Faculty member from another Faculty (the PRC member) shall be appointed to FEC by the Provost from a list of Academic Faculty members, jointly created by the President and the President of the Association. The PRC member will:
  - (i) serve as a voting member of FEC;
  - (ii) serve on the PRC, (Article A6.02);
  - (iii) monitor the application of the Faculty's standards; and
  - (iv) serve for a term of either one, 2 or 3 years as determined by the Provost.
- d) In departmentalized Faculties, when FEC is considering an Academic Faculty member for renewal of probationary appointments or the award of tenure, the Academic Faculty members of the Department in which the Academic Faculty member holds the appointment shall elect one of the tenured Academic Faculty members of the Department to serve as an additional member of FEC to hear the case.

A6.06.2 Faculty Council may recommend to ARC that Article A6.06.1 be varied. With the prior approval of ARC, such variations shall replace Article A6.06.1 subject to such conditions as ARC may require.

## **Responsibility for review of performance**

A6.07.1 FEC shall annually consider the performance of each Academic Faculty member in the Faculty, except that of Academic Administrators as defined in Article A1.06 and the Department Chairs.

A6.07.2 The Dean shall annually review the performance of all Department Chairs and submit recommendations to the Provost who shall award incrementation. FEC shall consider applications for promotion by Department Chairs.

A6.07.3 Notwithstanding the provisions of Articles A6.07.1 and A6.07.2, Faculty Council may require that the performance of Department Chairs be considered by FEC for Incrementation.

## **Distribution of Increments to FECs**

A6.08.1 The Provost, following consultation with the Association, shall establish guidelines for the distribution of Increments to FECs.

A6.08.2 The number of Increments available to each FEC shall be determined in the negotiations in Article 2.

A6.08.3 The total number of Increments available to an FEC shall be inclusive of Increments for Department Chairs even though FEC may not determine Incrementation for Department Chairs.

A6.08.4 Each FEC 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.) an Increment. In special circumstances, the Provost, following consultation with AASUA, may permit an FEC to distribute Increments in an amount that is greater or less than that number.

### **Department Chair's Recommendation: Incrementation**

- A6.09.1 Each year, the Department Chair shall recommend to FEC whether an Academic Faculty member should receive Incrementation based on performance in the preceding year. Such a recommendation shall be submitted to FEC for each Academic Faculty member in the Department, except for the Department Chair. The recommendation shall be one of the following:
- a) an Increment;
  - b) a portion of Incrementation up to 3.0, which will bring the salary of an Academic Faculty member to the salary maximum of the Academic Faculty member's present rank;
  - c) Incrementation awarded in quarter Increments ranging from 0.50 to 3.00 inclusive;
  - d) Zero Increment.
- A6.09.2 An incrementation award of less than an Increment is appealable.

### **Reasons for Zero Increment**

- A6.10 If a Department Chair recommends that Zero Increment be awarded to an Academic Faculty member, or if FEC decides that Zero Increment be awarded to an Academic Faculty member, in either or both cases, the decision shall be cited as one of the following:
- a) that performance requirements for Incrementation have been met but the maximum for rank has been reached;
  - b) that performance requirements for Incrementation have not been met;
  - c) that academic performance while on authorized leave could not be properly evaluated; or
  - d) that academic performance is unsatisfactory and unacceptable.

### **Incrementation in the Year of Appointment**

- A6.11.1 An Academic Faculty member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive Incrementation on the next following July 1, without proration.
- A6.11.2 An Academic Faculty member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive Incrementation on the next following July 1, prorated based on the number of months they will have served by July 1. An Academic Faculty member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive Incrementation on the next following July 1.

### **Promotion and awarding tenure**

- A6.12.1 The promotion of an Academic Faculty member and the award of tenure shall be decided by FEC following review of the Academic Faculty member's performance over the complete career.
- A6.12.2 A recommendation for tenure, received by FEC in accordance with the procedures of Article A5, shall automatically include recommendation for designation as Associate Professor for those appointed as Assistant Professor.
- A6.12.3 Eligibility to apply for promotion or the award of tenure is determined as follows:
- a) An Academic Faculty member appointed as an Associate Professor on probation leading to consideration for tenure as described in Article A5.01.1 and whose current salary is within one Increment of, or is higher than, the salary minimum of Professor is eligible to make a joint application for tenure and promotion to Professor. In that event, FEC may decide not to consider an application for promotion, as the FEC deems appropriate. In that case, the FEC decision not to consider a promotion application is final and not appealable under Article A8. All other provisions of this Agreement shall continue to apply.
  - b) A tenured Academic Faculty member shall be eligible to apply for promotion to the rank of Professor when their current salary is within one Increment of, or is higher than, the salary minimum of Professor.

- A6.12.3.1 Prior to submitting an application for promotion or the award of tenure, the Academic Faculty member is encouraged to consult with their Department Chair on the merits of their application.
- A6.12.4 An Associate Professor with tenure may apply to FEC to be considered for promotion to the rank of Professor. Such application shall be sent to the FEC Chair with a copy to the Department Chair prior to the specified date for submission of materials to FEC. (See Article A6.12.6).
- A6.12.5 Notwithstanding Article A6.12.3, an Academic Faculty member who is otherwise ineligible may apply for promotion if the Department Chair informs the Academic Faculty member of intention to recommend a multiple Increment or a special Increment sufficient to bring the salary of the Academic Faculty member to the salary minimum of Professor or higher and that the Department Chair will support promotion; consideration of such application by FEC shall be conditional on the award of the multiple Increment or the special Increment.
- A6.12.6 FEC shall determine procedures governing applications for promotion and for the award of tenure. Such procedures shall provide for the following:
- a) the documentation required to support the application;
  - b) the requirements for references to support the application;
  - c) the role of the Department Chair, the Academic Faculty member and the FEC Chair in obtaining the letters from referees and in obtaining any other independent documentation;
  - d) the deadlines and timing for the submission of materials and for notification of decisions;
  - e) the process by which materials submitted to FEC by the Academic Faculty member are provided to the Department Chair and vice versa;
  - f) the process by which confidential materials are to be considered and the preparation of summaries thereof for the applicant;
  - g) the provision of information about procedures to potential applicants and the responsibilities of the Department Chair or Dean;
  - h) any other procedures FEC considers necessary.
- A6.12.7 Upon receipt of the application for promotion and documentation under Article A6.12.4, the Department Chair shall decide either to support the application for promotion and to recommend merit Incrementation consistent with A6.12.8 or to oppose the application for promotion at the FEC meeting and shall so advise the Academic Faculty member through the Department Chair's submission to FEC under Article A6.14.1.

### **Incrementation for Promotion**

- A6.12.8 The salary of an Academic Faculty member who is promoted shall be increased by the greater of:
- i.) Incrementation concurrently awarded to the Member, which shall not be less than an Increment; or
  - ii.) the amount necessary, which is greater than 3.0, to increase the salary to at least the salary minimum of the applicable rank.

### **Annual review of performance**

- A6.13 In preparation for submission of a recommendation to FEC under this Article A6, the Department Chair shall review the performance of each Academic Faculty member in the Department in the year under review, the particular year being determined by Faculty Council. The performance shall be reviewed in relation to the responsibilities under Article A2 and to the standards of performance under Article A6.03. Each review shall include a meeting between the Academic Faculty member and the Department Chair and such other consultation as the Department Chair deems necessary, provided that a meeting between the Academic Faculty member and the Department Chair shall not be required if the Academic Faculty member chooses not to meet.

### **Recommendation of the Department Chair**

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

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

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

A6.14.2 Notwithstanding Articles A6.13 and A6.14.1, if an Academic Faculty member is in the last year of the probationary appointment, the review of the Department Chair shall cover the entire probationary period with respect to a recommendation to FEC under Article A5 as well as the year under review with respect to a recommendation to FEC under Article A6.09.

A6.14.3 During the period that the Academic Faculty member is serving a probationary period, the Department Chair shall annually, following the meeting under Article A6.13, advise the Academic Faculty member in writing of the Academic Faculty member's progress.

### **Confidential material**

A6.15.1 Unless there is a contrary decision of Faculty Council, confidential academic evaluations of the work of an Academic Faculty member may be received by FEC. Such statements and material shall not be provided to the Academic Faculty member; rather, where the Academic Faculty member has the right to appear before FEC, the FEC Chair shall prepare a summary of the confidential material so received and provide the Academic Faculty member and the Department Chair with a copy thereof at least 10 days prior to the FEC hearing. The summary statement so prepared shall be in sufficient detail to enable the Academic Faculty member to know the case they have to meet.

A6.15.2 Under no circumstances shall confidential material rendered in proceedings under this Article A6 be used against the author thereof in collateral proceedings.

### **FEC procedures**

A6.16.1 FEC shall use its best efforts to schedule its meetings so that:

- a) all decisions about renewal of probationary appointments and granting of tenure are reached by December 20; and
- b) all decisions about Incrementation and promotion are reached by March 10.

The schedule shall provide for sufficient time for the consideration of contested cases.

A6.16.2 A quorum for FEC shall be not less than 80% of the members of FEC. When FEC is considering tenure cases, the member added under Article A6.06.1(d) shall be present.

A6.16.3 All decisions of FEC are by majority vote of the members present and eligible to vote.

A6.16.4 FEC may permit resource persons to attend meetings to assist in the administration of its activities.

A6.16.5 FEC is authorized:

- a) to approve the recommendations of Department Chairs made under Articles A5 and A6; or
- b) not to approve such recommendations and to vary the outcome.

A6.16.6 FEC may adjourn from time to time.

- A6.16.7 When FEC has reached a decision, the FEC Chair shall, as soon as possible thereafter and normally within 15 days of the decision, convey the decision in writing to the Academic Faculty member at the Academic Faculty member's University of Alberta email address. The decision shall take effect on the following July 1.
- A6.16.8 The Academic Faculty member may appeal the decision of FEC to the General Appeals Committee in accordance with Article A8.03.1.

#### **Contested cases against Department Chair's recommendation**

- A6.17.1 A contested case is one where the Academic Faculty member has the right to appear before FEC. An Academic Faculty member has the right where:
- a) the Department Chair recommends that less than a single Increment be awarded, except where the Academic Faculty member is within one Increment from the salary maximum of the rank and has not applied for promotion;
  - b) the Department Chair recommends that no further appointment be offered to an Academic Faculty member;
  - c) the Academic Faculty member applies for promotion and the application is not supported by the Department Chair;
  - d) cases arise pursuant to A6.19.1.
- A6.17.2 At least 10 days before the hearing, the Academic Faculty member shall advise the FEC Chair of the intention to appear or to submit material or both. Should the Academic Faculty member submit materials to the FEC Chair they shall be copied to the Department Chair and shall contain:
- a) a statement in reply to the recommendation of the Department Chair;
  - b) any written material relevant to the case; and
  - c) a list of names of persons the Academic Faculty member intends to call before FEC.
- A6.17.3 At least 5 days before the hearing, the Department Chair shall submit to the FEC Chair, with a copy to the Academic Faculty member (subject to Article A6.15.1):
- a) a statement in reply to Academic Faculty member's submission;
  - b) any written material relevant to the case; and
  - c) a list of names of persons the Department Chair intends to call before FEC.
- A6.17.4 Materials submitted to the FEC Chair shall be in electronic form, where feasible.

#### **FEC hearings in contested cases against Department Chair's recommendation**

- A6.18.1 FEC is not bound by rules of evidence or procedures applicable to courts of law.
- A6.18.2 Procedural rulings shall be made by the FEC Chair but are subject to reversal by majority vote of FEC.
- A6.18.3 Except for material received under Article A6.15.1, if written material is disputed by either the Academic Faculty member or the Department Chair, FEC shall not receive the material unless the writer appears before FEC for questioning. If the writer is not available to appear, the FEC Chair shall rule on the admissibility of the material.
- A6.18.4 Both the Academic Faculty member and the Department Chair have the right to call and question witnesses, to question one another and to present oral arguments.
- A6.18.5 If an Academic Faculty member chooses to appear before FEC to present a case, both the Academic Faculty member and the Department Chair shall be entitled to be present during the presentation of the case.

- A6.18.6 The FEC Chair shall determine the order of presentation of material, of directing questions and of oral arguments and shall advise the Academic Faculty member prior to the hearing. The FEC Chair retains the right to revise the order during the hearing as may become necessary.
- A6.18.7 The Academic Faculty member shall present the case personally, except when the Academic Faculty member is on leave or sabbatical in which case the Academic Faculty member may appoint another Academic Faculty member to act as representative. The Academic Faculty member has the right to be accompanied by an advisor, but not legal counsel nor the Association.
- A6.18.8 At the FEC hearing, additional material may be submitted by the Academic Faculty member and the Department Chair in exceptional circumstances, but FEC may, in its discretion, refuse such material where it is satisfied that the position of the Department Chair or the Academic Faculty member will be unfairly prejudiced or that an adjournment to deal properly with the material would carry the proceedings beyond the time limits specified in Article A6.16.1. When FEC accepts the additional material it may, at its discretion, elect to extend all time lines in order to permit the Department Chair or the Academic Faculty member to respond to the material.
- A6.18.9 FEC has the right during the hearing to request additional material and to call further witnesses.
- A6.18.10 The onus shall be on the Department Chair to satisfy FEC that, on the basis of the evidence submitted, the recommendation is appropriate.
- A6.18.11 The Department Chair shall withdraw from the hearing of the FEC which considers the case following the hearing of witnesses and presentation of materials, i.e., before the deliberation portion of the meeting, except where the Department Chair supports the position of the Academic Faculty member in which case the Department Chair shall attend the deliberation portion of the meeting and be allowed to vote.
- A6.18.12 FEC is required to issue reasons for its decision and shall convey the decision in accordance with Article A6.16.7.

#### **Preliminary position of FEC**

- A6.19.1 After initial consideration, FEC may not be prepared to endorse:
- a) a recommendation for a further appointment; or
  - b) an application for promotion which has been supported by the Department Chair;
- or, may be prepared;
- c) to award an Increment which is less than a single Increment or to award no Increment when the recommendation of the Department Chair was greater than the FEC is prepared to endorse; or
  - d) to cite a no Increment award as unsatisfactory and unacceptable when the recommendation of the Department Chair was not so to cite.
- Such circumstances shall be considered as the preliminary position of FEC.
- A6.19.2 In a case arising under Article A6.19.1, within 3 days after the end of the FEC meeting, the Department Chair shall inform the FEC Chair, in writing, whether the Department Chair (i) continues to support the original recommendation to FEC or (ii) now supports the preliminary position of FEC or (iii) now supports some other position. In the case of (iii), the Department Chair shall specify what that new position is and the reasons for supporting it.
- A6.19.3 In a case arising under Article A6.19.1, the FEC Chair shall, within 5 days after the end of the FEC meeting, inform the Academic Faculty member, in writing, of the Department Chair's position and of the preliminary position of FEC, provide the Academic Faculty member with the issues of concern to FEC, and offer to meet with the Academic Faculty member to discuss the case.
- A6.19.4 Notwithstanding Article A6.19.1(b), if the recommendation of the Department Chair is that an appointment with tenure be offered to the Academic Faculty member but FEC decides not to

approve such a recommendation but, instead, decides to continue the present probationary appointment or decides to extend a second probationary appointment (under Article 12.16(c)) or decides to offer a second probationary appointment (under Article 12.14(a)), then such a decision is final and binding and the provisions of Articles A6.19.2 and A6.19.3 shall not apply.

### **Reconsideration of preliminary position by FEC**

- A6.20.1 The Academic Faculty member may, within 5 days of receipt of the information under Article A6.19.3, inform the FEC Chair, in writing, whether or not the Academic Faculty member wishes the case to be reconsidered by FEC. At the same time, the Academic Faculty member shall send a copy to the Department Chair.
- A6.20.2 If the Academic Faculty member does not request reconsideration by FEC, the preliminary position of FEC shall be the decision of FEC and that decision shall be final and binding.
- A6.20.3 If the Academic Faculty member decides that the case shall be reconsidered by FEC, the FEC Chair shall advise the Academic Faculty member of the time and place of the reconsideration.

### **FEC procedures for reconsideration hearing**

- A6.21.1 At least 10 days before reconsideration by FEC, the Academic Faculty member shall submit to the FEC Chair with a copy to the Department Chair:
- a) a statement advising FEC whether or not the Academic Faculty member shall appear before FEC to present a case;
  - b) any material in response to the preliminary position of FEC as communicated to the Academic Faculty member under Article A6.19.3 and any other material relevant to the case;
  - c) a list of names of persons who shall attend the reconsideration by FEC as witnesses for the Academic Faculty member; and
  - d) a statement indicating the Academic Faculty member's minimum acceptable decision by FEC.
- A6.21.2 On receipt of the information/material under Article A6.21.1, the FEC Chair shall send copies to FEC.
- A6.21.3 At least 5 days before the reconsideration by FEC, the Department Chair shall submit to the FEC Chair, with a copy to the Academic Faculty member:
- a) a statement in reply to the Academic Faculty member's submission under Article A6.21.1 including a statement as to whether or not the Department Chair supports the minimum acceptable position of the Academic Faculty member;
  - b) any written material relevant to the case;
  - c) a list of names of any persons the Department Chair intends to call before FEC.
- A6.21.4 On receipt of the information/material under Article A6.21.3, the FEC Chair shall send copies to FEC and to the Academic Faculty member.
- A6.21.5 The general procedures for FEC hearings in contested cases (Articles A6.17.1 to A6.18.12) shall apply to reconsideration cases. However, the following special procedures shall apply to reconsideration cases:
- a) The FEC Chair shall open the proceedings by making a statement which summarizes the case to that point;
  - b) The Academic Faculty member then presents their case;
  - c) The Department Chair then makes a statement in response;
  - d) FEC may then question the Academic Faculty member, the Department Chair and any witnesses;
  - e) FEC then enters into the deliberation portion of the hearing.

- f) At the deliberation portion of the hearing, the Academic Faculty member shall not be present;
- g) At the deliberation portion of the hearing, the Department Chair shall not be present unless they support the Academic Faculty member's minimum acceptable decision by FEC, or greater, in which case the Department Chair shall participate in the deliberation portion as a regular FEC member.
- h) FEC shall convey the decision in accordance with Article A6.16.7.

**Composition and Responsibility of President's Review Committee**

- A6.22.1 The PRC shall consist of a Chair, which shall be the President, and at least 12 persons appointed as PRC members under Article A6.06.1(c).
- A6.22.2 Each PRC member will have a vote. Where the vote of the PRC members results in a tie, the PRC Chair shall vote.
- A6.22.3 Each year, PRC will review and compare the implementation of FEC standards of performance related to the award of tenure or promotion to the rank of Professor.
- A6.22.4 PRC may review the standards of performance, and the implementation of those standards, in tenure or promotion to the rank of Professor decisions in any specific FEC. Such decisions may be referred to PRC at the request of any of the following people: the FEC Chair, the Dean of the Faculty, or the PRC member.
- A6.22.5 PRC may make recommendations in writing to FECs regarding their standards of performance, and implementation of those standards, in tenure or promotion to the rank of Professor decisions.
- A6.22.6 Following receipt of recommendations under Article A6.22.5, the FEC shall review its standards of performance, and the implementation of those standards, in tenure and promotion to the rank of Professor decisions. The FEC shall respond, in writing, to PRC within 6 months of receiving recommendations, and, where the FEC deems necessary, shall submit new draft standards of performance to the Provost (Article A6.03.7).

**Article A7: Unsatisfactory and Unacceptable Academic Performance**

- A7.01 The FEC Chair shall refer the record of an Academic Faculty member to the Provost with a recommendation that the Academic Faculty member be disciplined for unacceptable academic performance if FEC has cited performance as unsatisfactory and unacceptable, provided that the Academic Faculty member's performance has also been cited as unsatisfactory and unacceptable in either of the two preceding years and further provided that, if the Academic Faculty member had appealed the FEC decision to GAC, such appeal was not upheld.
- A7.02 The record of the Academic Faculty member shall include copies of all material about the Academic Faculty member which had been before FEC in the last 3 years and before GAC in any appeals made by the Academic Faculty member in those years and any additional material which the FEC Chair adds to support the recommendation.
- A7.03 The recommendation shall be filed with the Provost within 20 days of the decision of FEC or, if the decision has been appealed under Article A8, the decision of GAC.
- A7.04 At the same time the FEC Chair shall provide to the Academic Faculty member a copy of the material under Articles A7.01 and A7.02 except that which is confidential.
- A7.05 The Academic Faculty member may submit material in response to that submitted under Articles A7.01, A7.02 and A7.04, with such material to be submitted to the Provost within 15 days of receipt of the material under Articles A7.01, A7.02 and A7.04.

- A7.06 The Provost shall offer to meet with the Academic Faculty member within 20 days of the receipt of the recommendation under Article A7.03 or within 10 days of the receipt of the material under Article A7.05. The Provost may be accompanied by an Administration Advisor and the Academic Faculty Member may be represented by the Association but shall not be represented by their own legal counsel at such a meeting. Each shall, but not later than the day before the meeting, inform the other who the attendees will be.
- A7.07 Following any meeting under Article A7.06 and any other consultations the Provost chooses to have, the Provost shall, in writing, within 10 days:
- a) not approve the recommendation of the FEC Chair; or
  - b) penalize the Academic Faculty member, which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.
- A7.08 The Provost shall, as soon as possible, after reaching a decision under Article A7.07, advise the Academic Faculty member, the FEC Chair and the Association of the decision, in writing.
- A7.09 The onus shall be on the FEC Chair to establish that, on the balance of probabilities, that the academic performance of the Academic Faculty member be declared unsatisfactory and unacceptable and that a penalty be assessed by the Provost.
- A7.10 The Academic Faculty member may appeal the decision under Article A7.07 by so advising the Provost, in writing, within 10 days of the date of that decision.
- A7.11 Within 10 days of receipt of the notice of appeal under Article A7.10, the Provost shall establish a review board to consider the appeal. The membership of the review board shall be:
- a) one person who is familiar with the academic discipline of the Academic Faculty member appointed by the FEC Chair;
  - b) one person who is familiar with the academic discipline of the Academic Faculty member appointed by the Academic Faculty member; and
  - c) one person appointed by the other two appointees to chair the review board.
- A7.12 The review board shall consider the case and shall decide, on the balance of probabilities, whether or not the decision of the Provost under Article A7.07 should be upheld, varied or dismissed.
- A7.13 In its consideration of the appeal, the review board shall follow the procedures for arbitration in Article 15 except those set out in Articles 15.02, 15.05, 15.07.3, and 15.08.
- A7.14 Notwithstanding the provisions of Article 15.07.3, the onus shall be on the Academic Faculty member to establish, on the balance of probabilities, that the decision of the Provost should be quashed or varied.
- A7.15 The decision of the review board shall be final and binding.
- A7.16 Each party shall bear the fees and expenses of their own appointee to the review board under Article A7.11 while the two parties shall share equally the fees and expenses of the review board chair.
- A7.17 If the review board upholds the appeal of the Academic Faculty member and if FEC determines that the performance of the Academic Faculty member is unsatisfactory and unacceptable in either the following year or the next following year, the conditions would again exist for another referral under Article A7.01.
- A7.18 All dates and times established by this Article A7 may be varied by the mutual written consent of the Academic Faculty member, the FEC Chair and the Provost.

## Article A8: Appeals

### Definitions

A8.01 In this Article A8:

- a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
- b) "Appellant" means the Staff Member who has appealed;
- c) "Chair" means the Chair of the General Appeals Committee (GAC); and
- d) "Respondent" means the FEC Chair.

### GAC membership

A8.02.1 Appeals under this Article A8 shall be heard by a committee to be known as GAC, the membership of which shall be:

- a) the Provost, or designate as Chair;
- b) three tenured Academic Faculty Members selected by the Provost from the list established in accordance with Article A8.02.2, none of whom shall be from the same Faculty as the Appellant; and
- c) subject to Article A8.02.3, two tenured Academic Faculty Members selected jointly by the President and the President of the Association, for the particular case at hand and who shall be from the same Faculty as the Appellant.

A8.02.2 The list referenced in Article A8.02.1 (b), shall consist of at least 12 tenured Academic Faculty Members who shall be appointed jointly by the President and the President of the Association. Membership on the list shall be for a term of 3 years, staggered, and a member may be reappointed. Selection of the 3 Staff Members to serve on a GAC shall be on a rotation basis, provided that if a Staff Member selected by rotation is unable to serve, the Provost shall select the next person in the rotation.

A8.02.3 Where the Appellant is from a departmentalized Faculty, the two Staff Members referred to in Article A8.02.1(c) shall not be from the same Department as the Appellant; however, if the President and the President of the Association agree, either or both of the Staff Members may be from the same Department as the Appellant.

A8.02.4 Notwithstanding the provisions of Articles A8.02.1(c) and A8.02.3, where the President and the President of the Association are of the opinion that, because of the limited size of the Faculty of the Appellant, the membership of GAC under those Articles is not appropriate, they may vary by agreement such membership, bearing in mind the principles of Articles A8.02.1(c) and A8.02.3 and after consultation with the Appellant and the Respondent.

A8.02.5 No members of the FEC whose decision is being appealed may be members of GAC.

A8.02.6 Subject to Article A8.02.7, the quorum of GAC shall be all the members provided for in Article A8.02.1.

A8.02.7 If, after a hearing commences, one GAC member appointed under Article A8.02.1(b) or one GAC member appointed under Article A8.02.1(c), or both, cannot continue to serve due to circumstances beyond the member's control as determined by the Chair, a quorum shall exist notwithstanding the absence of such member or members for the balance of the proceedings.

### Right to appeal

A8.03.1 A Staff Member may appeal the following decisions to GAC in accordance with the provisions of this Article A8, provided that the Staff Member has appeared before FEC to present a case or has submitted documentation to FEC to support a case:

- a) the decision of FEC not to offer a further appointment upon the termination of a probationary appointment;
- b) the decision of FEC not to award promotion upon the application of the Staff Member; and
- c) the decision of FEC to award less than an Increment.

A8.03.2 Where a Staff Member appeals under both Articles A8.03.1 (b) and (c), the appeals shall be consolidated and shall be heard and determined by GAC as one appeal.

### **Pre-hearing procedures**

A8.04.1 As soon as reasonably possible after the receipt of appeal documents by the Chair, the members of GAC shall be selected in accordance with Article A8.02.

A8.04.2 Upon the selection of the members of GAC, the Chair shall notify the Appellant and the Respondent of the names of each member. Within one week of receiving notice of the names of the GAC members appointed under Articles A8.02.1 (b) or (c), the Appellant or the Respondent may file an objection in writing with the Chair to any such member sitting on the appeal on the ground of reasonable apprehension of bias, and such objection shall state the basis upon which it is made.

A8.04.3 If the Chair is of the opinion that a reasonable apprehension of bias has been made out by the objector, the Chair shall take steps to have a replacement appointed in accordance with the procedures set out in Article A8.02.

A8.04.4 A decision of the Chair under Article A8.04.3 may be made without a hearing and shall be final and binding.

A8.04.5 Within 10 days of the date the decision of FEC is mailed to a Staff Member, the Staff Member may commence an appeal. The Staff Member shall file with the Chair a statement of appeal and enclose a copy of the letter advising the Staff Member of the FEC decision being appealed.

A8.04.6 As soon as reasonably possible following receipt of the letter under Article A8.04.5, the Chair shall request of the Respondent a copy of all materials submitted to FEC.

A8.04.7 Within 5 days of the date of the request in Article A8.04.6, the Respondent shall file with the Chair all materials submitted to FEC.

A8.04.8 As soon as reasonably possible following the receipt of the materials in Article A8.04.7, the Chair shall send an indexed copy thereof to the Appellant.

A8.04.9 Within 15 days of the date the material forwarded in Article A8.04.8 is mailed to the Appellant, the Appellant shall file with the Chair a detailed written statement which shall include:

- a) the basis on which the appeal is lodged, including a statement of the grounds on which the decision of FEC is considered to be inappropriate;
- b) the decision which the Appellant requests the GAC to make, such decision to be consistent with the powers of GAC as set out in Article A8.07.3;
- c) a list of those persons whom the Appellant wishes to appear before GAC as witnesses;
- d) the name of any Advisor, if any, who will accompany the Appellant at the GAC hearing; and
- e) such other material as the Appellant considers to be relevant that was not submitted in the proceedings before FEC recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material or could have requested the Department Chair to have presented it to FEC.

A8.04.10 As soon as reasonably possible following the receipt of the materials in Article A8.04.9, the Chair shall send an indexed copy thereof to the Respondent.

- A8.04.11 Within 15 days of the date the material forwarded under Article A8.04.10 is mailed to the Respondent, the Respondent shall file with the Chair a detailed written statement which shall include:
- a) a statement in reply to the statement and materials submitted by the Appellant under Article A8.04.9;
  - b) the minutes of FEC, if any, as they relate to the Appellant;
  - c) a list of those persons whom the Respondent wishes to appear before GAC as witnesses;
  - d) the name of any Advisor, if any, who will accompany the respondent at the GAC hearing;
  - e) a copy of the standards statement adopted by the Faculty Council of the Appellant in accordance with Article A6.03.1;
  - f) as applicable, a copy of the position description and performance expectations;
  - g) such other material as the Respondent considers to be relevant that was not submitted in the proceedings before FEC, recognizing that GAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have presented it to FEC.
- A8.04.12 Subject to Articles A8.09, as soon as reasonably possible following receipt of the material forwarded under Article A8.04.11, the Chair shall send an indexed copy thereof to the Appellant.
- A8.04.13 Notwithstanding Articles A8.04.8 and A8.04.10, if the Chair is of the opinion that any of the material is too bulky for cost-effective reproduction, or is of no or of marginal relevance to the case, the Chair shall prepare a list of that material, together with a short summary of the content thereof, and shall forward such list and summary to the Appellant or Respondent, as the case may be. The original of the material shall be held available in the Chair's office for examination at any reasonable time by the Appellant, the Respondent and the members of GAC.
- A8.04.14 Notwithstanding the time limits set out in Articles A8.04.9 and A8.04.11, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the applicant for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.
- A8.04.15 The Chair shall determine the time and place for a hearing of the appeal, such hearing to be held within a reasonable time after all materials have been filed pursuant to Articles A8.04.9 and A8.04.11, but no earlier than 6 weeks after filing of the notice of appeal.
- A8.04.16 The Chair shall give at least 10 days written notice of hearing to the Appellant and the Respondent.

### **Hearing procedures**

- A8.05.1 GAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted to GAC, Appellant, Respondent, Advisors, Witnesses and such resource personnel as GAC determines.
- A8.05.2 GAC may adjourn the hearing from time to time.
- A8.05.3 GAC shall normally record the hearing and may use the recording during its deliberations. The Appellant and the Respondent, and their respective Advisors, may listen to the recording in the office of the Chair within 4 weeks of the issuance of the decision of GAC, but no copies may be made. The recording may be destroyed by the Chair at any time after 6 weeks of the date of issuance of the decision of GAC.
- A8.05.4 The Chair shall make available to members of GAC a copy of all the materials filed with the Chair under this Article A8.
- A8.05.5 At the hearing, GAC may not accept any written evidence that was not submitted in accordance with Articles A8.04.9 and A8.04.11 unless it is of the opinion that, with the exercise of reasonable

diligence, the party seeking to adduce the evidence could not have done so in accordance with the said Articles.

- A8.05.6 Subject to Articles A8.09, GAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.
- A8.05.7 GAC has the right to request additional material and to call and compel the attendance of further witnesses. If GAC obtains additional material it shall provide a copy to the Respondent and to the Appellant, subject to the confidentiality provisions of Article A8.09.1.
- A8.05.8 GAC is not bound by rules of evidence or procedures applicable to courts of law.
- A8.05.9 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.
- A8.05.10 Subject to Article A8.05.10.1, the order of presentation at the hearing shall be as follows:
- a) the Respondent presents their case, followed by any questions from the GAC and Appellant, in that order;
  - b) if applicable, the Respondent's witness(es) present their statement, followed by any questions from the GAC and Appellant, in that order;
  - c) the Appellant presents their case, followed by any questions from the GAC and Respondent, in that order;
  - d) if applicable, the Appellant's witness(es) makes their statement, followed by any questions from the GAC and Respondent, in that order;
  - e) rebuttal by the Respondent;
  - f) rebuttal by the Appellant;
  - g) closing argument by the Respondent; and
  - h) closing argument by the Appellant.
- A8.05.10.1 With the consent of the Appellant, the Respondent and the Chair, the GAC may modify the order of presentation as may be necessary to ensure a fair and/or efficient hearing.
- A8.05.11 It shall be the responsibility of the Appellant and the Respondent to secure the attendance of the witnesses to be called by each.
- A8.05.12 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- A8.05.13 Procedural rulings shall be made by the GAC Chair but are subject to reversal by majority vote of GAC.

### **Post-hearing procedures**

- A8.06.1 Upon the conclusion of the hearing or within a reasonable time thereafter, GAC shall deliberate in private and render a decision by majority vote.
- A8.06.2 Subject to Article A8.02.7, all members of GAC shall vote, except for the Chair.
- A8.06.3 Where the vote of the members of GAC is a tie, the Chair shall vote.
- A8.06.4 The vote of the members of GAC shall be by secret ballot.
- A8.06.5 The decision of GAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent within two weeks of the conclusion of the hearing.
- A8.06.6 The decision of GAC shall be final and binding.

A8.06.7 The decision of GAC shall normally be made no later than June 30 next following the date of the FEC decision.

A8.06.8 All binders of material are to be returned, except from the Appellant and Respondent, and destroyed. All notes are to be destroyed 6 weeks from the date of the decision.

### **Jurisdiction of GAC**

A8.07.1 GAC shall:

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

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

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

- a) in the case of an appeal of a decision by FEC not to offer a second probationary appointment, to award such an appointment;
- b) in the case of an appeal of a decision by FEC not to offer: an appointment with tenure upon the termination of a second probationary period; to award such an appointment or to extend the probationary period by one year (but only if such an extension has not been approved for an earlier year by FEC or GAC);
- c) in the case of an appeal of a decision by FEC to award less than an Increment, to replace FEC's decision with one which is more favourable to the Staff Member but such decision shall be restricted to: an Increment; a half Increment; a three quarter Increment; a partial Increment; or an alternative citation of Zero Increment, (under Article A6.10);
- d) in the case of an appeal of a decision by FEC to award Zero Increment, to uphold the decision to award Zero Increment but GAC may change any identification as to meaning in the decision made under Article A6.10 to any other identification more favorable to the Appellant; and
- e) in the case of an appeal of a decision by FEC not to promote, to promote. In conjunction with promotion, the Academic Faculty member's salary shall be increased in accordance with Article A6.12.8.

A8.07.4 GAC shall be bound by the standards approved under Article A6.03.1.

### **Time limits**

A8.08 Except for the times established in Articles A8.04.9 and A8.04.11, to which Article A8.04.14 applies, all dates and times established by this Article may be varied by the mutual written consent of the Appellant, the Respondent and the Chair.

### **Confidentiality**

A8.09.1 The Chair shall not forward any confidential material received under Article A8.04.11 (and described in Article A6.14.2) to the Appellant under Article A8.04.12 but, instead, shall send a copy of the summary of such material prepared under Article A6.14.1 to both the Appellant and Respondent. Similarly, the Chair shall not forward any confidential material received under Article A8.05.7 to the Appellant but, instead, shall send a copy of a summary prepared by the Chair to both the Appellant and the Respondent.

A8.09.2 A written instrument referred to in Article A8.09.1 shall be made available to members of GAC by the Chair, and may be taken into account by GAC in rendering a decision.

A8.09.3 Subject to Article A8.09.5, all written materials submitted in an appeal to GAC, together with all oral evidence and argument, shall be held in confidence by all persons involved in an appeal and shall not be disclosed to any person.

- A8.09.4 Subject to Article A8.09.6, the deliberations of GAC shall be held in confidence by the members thereof and shall not be disclosed to any person.
- A8.09.5 The confidential information described in Articles A8.09.3 and A8.09.4 may only be disclosed by a person involved in an appeal to another person:
- a) when required to do so by law; or
  - b) to the extent necessary for the proper performance of the duties of the person involved in the appeal, and for the purposes of the appeal as determined by the Chair.
- A8.09.6 Where disclosure of the confidential information described in Articles A8.09.3 and A8.09.4 is made in accordance with Article A8.09.5, the person disclosing the information shall do so only on the basis that it is disclosed to another person in confidence.

## **Article A9: Salaries and Benefits**

### **Salaries**

- A9.01 The salary scale for Academic Faculty members is set out in Appendix A.6.

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

- A9.02 Academic Faculty members are eligible to participate in the University benefit programs applicable to Academic Faculty members.

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

- A9.03.1 Academic Faculty members shall participate in the Universities Academic Pension Plan (UAPP).
- A9.03.2 Academic Faculty members are eligible to participate in the Academic Supplementary Retirement Plan (ASRP).

### **Vacation**

- A9.04.1 Each Academic Faculty member shall be entitled to an annual vacation of 22 days.
- A9.04.2 An Academic Faculty member who resigns with an effective date of resignation between September 1 and May 1, and who has not been able to take any or all of the vacation time earned between the immediately preceding July 1 and the effective date of the resignation shall receive, on resignation, an amount in lieu of vacation time missed. This amount shall be calculated on the basis of two days salary for each month between the immediately preceding July 1 and the effective date of resignation.

## **Article A10: Academic Reorganization**

### **Preamble**

- A10.01 The Board and the Association acknowledge
- a) the importance of long range and strategic academic planning.
  - b) that to serve the goals of the University of Alberta and to maintain an optimal learning and research environment, the University must have the flexibility to reorganize its academic programs and approaches to learning and to research; and
  - c) that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of Academic Faculty members.

- A10.02 Academic planning may result in the Reorganization of academic programs; such Reorganization may follow a restatement of the University's mission, changes in the nature and delivery of programs, or changes in the demand for or need for a program.
- A10.03 Academic planning, including but not limited to academic planning in accordance with the normal authority and procedures of GFC, may result in revisions to programs or restructuring of Departments or Faculties. For Academic planning which may result in the lay off of Academic Faculty members, the procedures of this Article A10 shall apply.

#### Definitions

A10.04 For the purpose of this Article A10,

- a) "Program" means a group of credit courses which, on completion, leads to the granting of a degree, diploma or certificate and shall be restricted to those Programs which require Ministerial approval in accordance with section 124(h) and regulations of the *Post Secondary Learning Act*.
- b) "Reorganization" means the reduction, deletion or transfer of a Program within the meaning of section 124(h) and regulations of the *Post Secondary Learning Act*.
- c) "Reduction" means a reduction in a Program and an anticipated reduction in the number of Academic Faculty members in the Program which, in accordance with section 124(h) and regulations of the *Post Secondary Learning Act*, follows or will result in a significant decrease in enrolment or a significant decrease in the length of a program. For the purpose of this definition, the reduction shall require a reduction of not fewer than 15% of the Academic Faculty members in the Program or 25 Academic Faculty members whichever is the lesser, but in no case shall the reduction of Academic Faculty members be less than 5.
- d) "Deletion" means the discontinuance of a Program and may include the closure of a Faculty or Department.
- e) APC means the Academic Planning Committee of GFC or any successor committee of GFC with the same general responsibilities.
- f) "Minister" means the Minister of Learning.

#### Preliminary Procedures

- A10.05 A Reorganization may originate only from a recommendation from a Faculty Council to the Provost, or from a proposal by the Provost. When the Provost initiates discussion of a Reorganization, the Provost shall inform the Dean, shall provide supporting information, and shall meet with the Faculty Council to discuss the proposal.
- A10.06 The Faculty Council shall have up to 4 months to consider and to respond to the information; the Dean shall present the response to the Provost at a special meeting of Faculty Council.

#### Process for Approval of Reorganization

- A10.07 Following consideration of the Faculty Council's response, the Provost may prepare a recommendation for Reorganization of a Program to APC. The Provost shall include the response of the Faculty Council in A10.06 with the recommendation.
- A10.08 If the Reorganization may result in a Reduction of a Program, the Provost shall also instruct the Dean to establish the committee required in Article A10.23.
- A10.09 Upon receiving a recommendation for Reorganization, APC shall strike a sub committee which shall consider the recommendation. The sub committee shall have 6 members, 3 of whom shall be members of APC, and 3 of whom shall be appointed by agreement between the President and the President of the Association. No member shall be from the Program under consideration. The 6 members shall select one of their members to serve as chair, with power to vote. In the event of a failure to agree on the appointed members, either party may apply to the Chief Justice

of the Court of Queen's Bench (who has the power to delegate) who shall select the members necessary to fill the membership.

- A10.10 The sub committee may add to its membership one or two persons from the community or profession served by the Program when, in the opinion of the sub committee, such participation will assist the sub committee in its review; such additional members shall have full voting rights.
- A10.11 A sub committee shall be struck for each recommendation for Reorganization.
- A10.12 The sub committee shall receive and consider submissions about the Program and prepare a report for APC. Persons making submissions shall have the right to appear before the sub committee in open session to present their submissions. In all other respects, the sub committee shall be authorized to determine their own procedures.
- A10.13 The sub committee shall submit a written report to APC within 30 days of the day that its membership is complete; a copy of the report shall be provided to the Association and to the Dean. The Provost may extend the deadline.
- A10.14 APC shall consider the report and the recommendation of the sub committee and, either,  
a) return the recommendation for Reorganization to the Provost for further consideration, or  
b) reject the recommendation for Reorganization.
- A10.15 If the sub committee fails to report, APC may proceed to consider the recommendation of the Provost for Reorganization without the benefit of a report.
- A10.16 [Vacant]
- A10.17 Decisions at APC on recommendations for Reorganization shall be by secret ballot.
- A10.18 If APC is replaced by another committee of GFC, the replacement committee shall do what APC is required to do by this Article A10. The membership of the committees authorized to make decisions shall be as close to the membership anticipated by this Article A10 as possible.
- A10.19 GFC shall consider the recommendation from APC and, either:  
a) approve the recommendation for Reorganization (with or without changes) and forward its recommendation to the Board;  
b) return the recommendation for Reorganization to the Provost for further consideration; or  
c) reject the recommendation for Reorganization.
- A10.20 The Board shall consider the recommendation from GFC and, either  
a) approve the Reorganization and submit the proposal to the Minister under section 124(h) and regulations of the Post Secondary Learning Act; or  
b) return the recommendation to GFC for further consideration; or  
c) reject the recommendation for Reorganization.
- A10.21 At each stage of the procedure, the Association shall be apprised of the proposals and recommendations and shall be permitted to submit advisory statements. At each stage of consideration of any Reorganization, the Association may send one or two observers (voice but no vote) to APC and to the sub committee of APC when the Reorganization is discussed. Notice to Members
- A10.22 When GFC approves a Reorganization, the Provost shall:  
a) inform the Dean, in writing and, if required, inform the committee under Article A10.23 that procedures for implementation must be completed within 20 days of such notice; and  
b) schedule a meeting with the Academic Faculty members who may be affected by the Reorganization to inform them of the procedures of this Article A10 and to discuss plans and timelines for the implementation of the Reorganization. The Association shall be invited to send representatives to the meeting.

## Procedures

- A10.23 For a Reorganization which involves the Reduction of a Program, the Faculty Council shall name an implementation committee to establish procedures and to select the necessary Academic Faculty members to be laid-off.
- a) For non-departmentalized Faculties the committee shall be the FEC.
  - b) For departmentalized Faculties, the committee shall be either
    - 1.1) the FEC, or
    - 1.2) a committee of 7 members: the Dean shall serve as chair; 3 members shall be elected by Faculty Council from its members; 3 Department Chairs shall be elected by Faculty Council from the roster of Chairs.
  - c) The committee shall determine the procedures for layoffs. The committee shall forward the procedures to the Provost for approval with a copy to the Association. The Provost may refer the procedures back to the committee for reconsideration. The Provost may extend the deadline set in Article A10.22 (a), and shall not unreasonably deny a request for extension.
  - d) If the committee fails to report, the Provost, in consultation with the Dean, shall establish the procedures.
- A10.24 For a Reorganization which involves Deletion the Dean shall inform the Academic Faculty members in the Reorganized Program of the number of positions which will be required for each year during which the Program is being deleted. Faculty members may apply for their preferred length of continuation on staff. The Dean shall assign periods of notice in accordance with such requests subject to the qualifications of the Academic Faculty members to teach the required courses.
- A10.25 Within 15 days after the approval of the Minister under Article A10.20, the Provost shall convene a meeting of the Academic Faculty members affected by a Reorganization to inform them of the ramifications of the Reorganization and the subsequent procedures of this Article A10. The Association shall be invited to attend this meeting.

## Faculty Member Options

- A10.26 Each Academic Faculty member affected by the reorganization shall be considered, in order, for:
- a) a voluntary separation payment;
  - b) re-assignment to another position at the University;
  - c) retraining and subsequent re-assignment to another position at the University;
  - d) layoff.

## Voluntary Separation

- A10.27
- a) An Academic Faculty member affected by a Reorganization may apply for a severance package with the same severance formula and benefit eligibility as set out in the Voluntary Severance Incentive Plan (VSIP) (Article A11.08).
  - b) Applications shall be submitted to the Dean who, after consultation with the Department Chair, shall forward the application to the Provost, with recommendations for approval. Articles A11.13 to A.11.17 dealing with eligibility quotas and timing do not apply.
  - c) The Provost shall establish the timing and schedule for applications and decisions bearing in mind the circumstances of the particular Reorganization.

## Reassignment

- A10.28 a) An Academic Faculty member affected by a reorganization shall be entitled to identify, in writing to the Provost, any Department or Faculty for which the Academic Faculty member is qualified, and request to be considered for reassignment.

- b) Following consultation with the Dean and Chair of the identified Faculty or Departments the Provost shall decide on the proposed assignment and shall advise the Academic Faculty member of the decision, in writing.
- c) The Provost shall consult with the Association prior to making the decision.
- d) The decision shall not be conditional on staff vacancies in the unit.

**Retraining and Reassignment**

- A10.29 a) An Academic Faculty member affected by Reorganization may advise the Provost, in writing, of an interest in being reassigned to a position in another Department or Faculty for which the Academic Faculty member is not currently qualified but could become qualified after a period of paid study leave. The Academic Faculty member shall describe the study leave program, the qualifications to be obtained and an estimate of the time required to complete the program.
- b) The Provost shall consult the Dean and Department Chair of the identified Faculty (and Department) and with the Association. The Provost shall decide on the proposal, and shall advise the Academic Faculty member, in writing.

**Layoff**

A10.30 If Academic Faculty members affected by a Reorganization do not accept voluntary severance and are not reassigned, they may be laid-off. In such a case, the Provost shall require the committee established under Article A10.23 to re-convene to determine the specific Academic Faculty members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles A10.23(c) or A10.23(d). The committee shall submit a list of names of Academic Faculty members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.

A10.31 Layoffs shall only be considered if the number of positions affected by the Reorganization is greater than the total number of Academic Faculty members who will reach normal retirement age in the academic year in which GFC makes the decision under Article A10.19 and the next two academic years.

A10.32 The Provost shall layoff Academic Faculty members on the recommendation of the committee under Article A10.30. If the committee fails to submit the recommendation, the Dean shall recommend to the Provost, with such a recommendation based on the procedures approved under Articles A10.23 (c) or A10.23 (d). The Provost shall inform the Academic Faculty members, in writing, with copies to the Association.

A10.33 Layoff under this Article A10 shall not be considered nor represented as dismissal for cause.

**Notice and Severance**

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

- a) Notice of layoff shall be not less than 9 months from the date on which the Academic Faculty member is advised, in writing, of the decision to lay-off the Academic Faculty member.
- b) An Academic Faculty member who resigns before the end of a notice period shall receive not less than 9 months' salary.
- c) An Academic Faculty member who is given notice shall normally continue to perform regular responsibilities during that period. By mutual agreement, salary may be paid in lieu of notice.

A10.35 An Academic Faculty member who is laid off shall receive a severance payment (in months of salary) of  $18.67 - \frac{N}{2}$ , where N is the number of months of notice as follows:

- a) the minimum severance payment shall be 9 months' salary

- b) The maximum severance payment shall be 15 months' salary.

A10.36 [Vacant]

A10.37 The Board shall provide, on request of an Academic Faculty member, relocation counselling services at a cost not to exceed \$5,000. The Board may provide access to University facilities, including office space, library privileges and computer services for up to two years, subject to availability.

A10.38 Severance shall normally be paid in a lump sum. An Academic Faculty member may request an alternative payment which may be arranged subject to applicable tax regulations and the approval of the Provost.

### **Recall**

A10.39 For a period of two full academic years following the Minister's decision under Article A10.25 the Provost shall not authorize the replacement of Academic Faculty members by other instructional staff or new instructional staff to be appointed in the Program. Should the Program be reinstated within that period, or a new Program be established which requires instructional staff with similar qualifications, or if instructional staff are required to deliver the same or substantially similar courses, persons who received a severance payment shall be informed of all such new positions.

- a) Faculty members on the recall list, who choose to apply for such positions, shall have the right of first refusal for appointments for which they are qualified, provided they inform the Dean within forty days of notification.
- b) If more Academic Faculty members apply than there are vacancies, the selection shall be made on the basis of the procedures in Article A10.23.
- c) If an Academic Faculty member is reappointed, the period between the end of the notice period and reappointment shall be considered as service at the University.
- d) Salary on reappointment shall be at the same rate as on termination adjusted for any scale adjustments in the interim.

### **Exclusion**

A10.40 Faculty members who have appointments where continuation of appointment is contingent upon the continued funding of salary and benefits from an external granting agency (otherwise known as positions with "soft tenure") are not covered by this Article A10.

## **Article A11: Financial Emergency**

### **Preamble**

A11.00 The Board and the Association recognize that disruptions in the University's operating revenue may occur which may impact academic staffing. In such circumstances, the procedures of this Article A11 shall be followed.

### **Definitions**

A11.01 In this Article A11:

- a) "Financial Emergency" means a condition in which the continued existence of the University of Alberta is placed in jeopardy by a deficit which has occurred or is predicted and projections show continuing deficits.
- b) "Eligible staff member" means an Academic Faculty members who, on the Termination date, would be at or above (1) the mean age or (2) the median age, whichever index provides the greater number of Eligible staff members, plus Academic Faculty members who, on the Termination date would be below the selected index age but who have at least 15 years of service at this University.
- c) "VSIP" means a voluntary severance incentive plan.

- d) "Termination date" means June 30 or December 31, whichever is the earlier, next following the end-date for submission of applications for VSIP (Article A11.18).
- e) "Savings" means the annual cost of salary and benefits deleted from the operating budget when an Academic Faculty member's position is deleted.
- f) "APC" means the Academic Planning Committee of GFC (or any successor committee with the same general responsibilities).

**Financial Emergency Procedures**

- A11.02 When the President is of the view that Financial emergency conditions exist, the President shall invite representatives of the Association to a meeting to discuss the University's financial circumstances, providing them information supporting that view.
- A11.03 The Association shall have up to 10 days to respond to the President and a second meeting between the President and representatives of the Association shall be convened to discuss that response.
- A11.04 If, following the meeting under Article A11.03, the President concludes that a Financial Emergency exists, the President shall initiate the procedures of this Article A11.
- A11.05 If the Association does not meet under Articles A11.02 and A11.03, the President may nevertheless initiate the procedures.
- A11.06 Concurrent procedural streams shall be initiated by the President: (a) a voluntary severance incentive plan (VSIP) (A11.07 - A11.18); and (b) determination of whether or not there is a Financial emergency (A11.19 - A11.36).

**VSIP**

- A11.07 An Eligible staff member may apply for severance under the VSIP, such application to be in accordance with the procedures of Articles A11.14 - A11.17.
- A11.08 The amount of the severance shall be a function of the number of years between the Termination date and of the normal retirement date of an Eligible staff member, in accordance with the following table.

Number of Years to Normal Retirement	Amount of Severance
0.5	10% of year's salary
1.0	20% of year's salary
1.5	30% of year's salary
2.0	40% of year's salary
2.5	50% of year's salary
3.0	60% of year's salary
3.5	70% of year's salary
4.0	80% of year's salary
4.5	90% of year's salary
5.0	100% of year's salary
5.5	105% of year's salary
6.0	110% of year's salary
6.5	115% of year's salary
7.0	120% of year's salary

7.5	125% of year's salary
8.0	130% of year's salary
8.5	135% of year's salary
9.0	140% of year's salary
9.5	145% of year's salary
10.0	150% of year's salary
Above 10.0	165% of year's salary

- A11.09 [Vacant]
- A11.10 [Vacant]
- A11.11 The President shall announce implementation of the VSIP immediately following the decision under Article A11.04.
- A11.12 When announcing the VSIP, the President shall, after consultation with the Association, advise of the amount of Savings predicted through the VSIP.
- A11.13 Based on the predicted Savings under Article A11.12, the Provost shall allocate to each Faculty the number of applications which may be accepted for a VSIP severance payment. Such allocations shall be made following consultation with the Association. The total of such accepted applications shall be sufficient to allow the necessary Savings to be met.
- A11.14 An Eligible staff member may apply for a VSIP payment to the Dean within the time limit set under Article A11.17.
- A11.15 The Dean is authorized to approve such applications provided the allocations under Article A11.13 are honored.
- A11.16 If applications exceed the number allocated to the Faculty, persons with the greatest number of years of service as a Staff Member shall be approved first.
- A11.17 Applications for VSIP payments must be submitted no later than 3 days following the submission of the report by the Commission (under Article A11.29) or 30 days from its establishment (under Article A11.22), whichever is the later.
- A11.18 [Vacant]

#### **Determination of Financial Emergency**

- A11.19 The President shall, as soon as possible following the decision under Article A11.04, submit a proposal regarding Financial Emergency to APC for its consideration; the Association shall have the right to submit a statement to APC and to send one or two observers (voice but no vote) to APC meetings at which this matter is discussed.
- A11.20 If, after consideration, APC concludes that a Financial Emergency exists, it shall so declare. From the date of the declaration, the procedures specified hereafter in this Article A11 shall apply. The declaration shall be issued within 10 days following receipt of the President's proposal.
- A11.21 Within 5 days following the declaration under Article A11.20, APC shall forward to the Association a copy of all financial documentation which was before APC.
- A11.22 Within 10 days following the declaration under Article A11.20, the President and the Association shall establish a Commission which shall review the declaration of APC and either (a) confirm it or (b) reject it. At the same time, the President and Association shall jointly invite submissions to the Commission.

- A11.23 The Commission established under Article A11.22 shall consist of 5 persons agreed upon by the President and the Association. If the President and the Association cannot agree on the 5 persons, either party may apply to the Auditor-General of Alberta who shall select the persons needed to fill the membership on the Commission.
- A11.24 If either party fails to undertake its responsibility under Article A11.22, then the other may select the members of the Commission.
- A11.25 The Commission shall select its own chair from among its 5 members.
- A11.26 The Commission shall have the right to inspect relevant University financial records.
- A11.27 The Commission shall meet within 10 days of the appointment of its last member.
- A11.28 Without restricting the generality of its authority and responsibilities, the Commission shall consider the following:
- a) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a budgetary crisis such that deficits projected are expected to continue;
  - b) whether in view of the primacy of academic goals at the University the reduction of academic staff is a reasonable type of cost-saving;
  - c) whether all reasonable means of achieving cost-saving in other areas of the University budget have been explored;
  - d) whether all reasonable means of improving the University's revenue position have been explored; and
  - e) whether enrolment projections are consistent with a proposed reduction in the academic staff complement.
- A11.29 Within 30 days of its establishment, the Commission shall submit a written report to the Board, with a copy to the Association and to APC.
- A11.30 If the Commission determines that a Financial Emergency exists, its report shall include a recommendation on the amount of the reduction required in the budgetary allocation for the salaries and benefits of Staff Members.
- A11.31 Within 10 days following the submission of the report by the Commission, the Board shall consider whether or not a Financial Emergency exists and, following such consideration, it shall make a decision on the matter. In its consideration the Board shall take into account any Savings which are expected through the VSIP under Articles A11.07 - A11.18.

### **Implementation of Financial Emergency**

- A11.32 If the Board declares that a state of Financial Emergency exists, it shall:
- a) specify the amount required for reductions in salaries and benefits of Academic Faculty members after application of the Savings;
  - b) place a freeze on the hiring of instructional staff, with exceptions to the freeze to be agreed to by the Association;
  - c) discuss with the Association possibilities of achieving the reductions required, with such discussions to be completed within 10 days of the Board's declaration under Article A11.31.
- A11.33.1 If the discussions with the Association under Article A11.32(c) do not result in agreement on a method of reduction, the Board shall, within 10 days following such discussions, provide the Association with at least two possible methods of achieving the required reductions:
- a) through a reduction in salaries and salary scales for all Academic Faculty members applied in an equal percentage to all Academic Faculty members; or
  - b) through the lay-off of Academic Faculty members; or

c) at the Board's discretion, through a third option.

- A11.33.2 In order to prepare for the possibility of lay-off under Articles A11.33.1 (b) or A11.33.1 (c), each Faculty shall be assigned a reduction target dependent upon its proportion of the total salaries of Academic Faculty members. Each departmentalized Faculty shall select the members of the committee to carry out the process under Article A11.23 with such selection to be completed within 15 days of the decision of APC under Article A11.20. The committee shall determine the procedures and submit these to the Provost, under Article A10.23(c), within 30 days of the decision of APC under Article A11.20.
- A11.33.3 If the Academic Faculty members opt for Article A11.33.1(b) or A11.33.1(c) (with layoffs), the Provost shall require the committee established under Article A11.33.1/A10.23 to re-convene to determine the specific Academic Faculty members to be laid-off; in doing so, the committee shall apply the procedures approved by the Provost under Articles A10.23(c) or A10.23(d). The committee shall submit a list of names of Academic Faculty members to the Provost as its recommendation for specific layoffs. The Provost may establish a deadline for submission of such a list.
- A11.33.4 The Provost shall decide on the recommendations submitted under Article A11.33.3 and advise the Academic Faculty members affected, in writing, with a copy to the Association.
- A11.33.5 Severance and notice for Academic Faculty members who are laid-off under Articles A11.33.3 and A11.33.4 shall be the same as for those who are laid-off under Article A10. The specific Termination dates under Article A10.01 (d) shall not apply.
- A11.34 The Board's proposals under Article A11.33.1 shall be put to a vote of Academic Faculty members affected, with such a vote to be completed within 20 days of the Board's submission under Article A11.33.1. If more than two options are provided, the vote shall be by preferential ballot.
- A11.35 The vote of the Academic Faculty members under Article A11.34 shall be final and binding upon the Board, the Association and the Academic Faculty members.
- A11.36 Any changes to salaries/salary scales and benefits of Academic Faculty members resulting from application of Articles A11.32 - A11.35 shall be made notwithstanding the provisions of Articles 2.12 - 2.20 for the time specified in the proposals under Articles A11.32 - A11.35.

### **Exclusion**

- A11.37 Academic Faculty members whose appointments are contingent upon continued funding of salary and benefits from an external granting agency (also called "soft tenure") are not covered by this Article A11.

### **Article A12: Delegation**

- A12.01 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 A (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article A1 – Appointments
  - b) Article A5 – Probation and Tenure
  - c) Article A6 – Faculty Evaluation
  - d) Article A7 – Unacceptable Academic Performance
  - e) Article A8 – Appeals
  - f) Article 7 – Discipline
  - g) Article A10 – Academic Reorganization
  - h) Article A11 – Financial Emergency

- A12.02 The authority of any party described in Article A12 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.
- A12.03 Except where expressly limited, delegation of duties and responsibilities set out in the Common Agreement or Schedule A may occur to and from individuals in the role of President, Provost, Deputy Provost, Vice-President, Academic Administrator and Department Chair, or to an Academic Faculty member, with the written approval of the person to whom the delegator reports. (The President may delegate without such written approval.)
- A12.04 [Vacant]
- A12.05 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- A12.06 A Faculty Council may recommend, and the Provost may approve, delegation of any responsibility of a Faculty Council to such persons or groups designated by the Faculty Council.
- A12.07 The FEC Chair in a non-departmentalized Faculty may recommend, and the Provost may approve, delegation of any responsibility of an FEC Chair to the Dean of the Faculty.
- A12.08 All delegations of responsibility and revocations of delegation under this Article shall be in writing.
- A12.09 If, in the Common Agreement or this Schedule A, 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 Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

## Appendix A.1: Letter of Appointment

[Office Name]



[Name]  
[Address]

[enter date]

Dear [Name]:

On behalf of the Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta. Should you accept this offer, your appointment will be governed by the Collective Agreement, including Schedule A for Academic Faculty Members, which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks> as well as the terms of this Letter of Appointment and Supplementary Conditions and attached Appendices (the "Appointment Contract"). The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you, as are any amendments to this Appointment Contract.

The specific terms of this Appointment Contract are as follows:

1. Rank/Position/Title:
2. Faculty:  
Department:
3. Effective Date:  
Probationary Period: \_\_\_\_\_ to June 30,
4. Annual Compensation: \$ \_\_\_\_\_ **Base Salary**
5. You will be subject to all Rules, Regulations and Policies of the University as may be promulgated or amended from time to time.

The return of one signed original copy of this Appointment Contract to the undersigned by \_\_\_\_\_, [OR within one month of the date of this letter] will constitute your acceptance of this appointment.

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 (FOIPP) 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 LETTER OF APPOINTMENT AND SUPPLEMENTARY CONDITIONS AND ATTACHED APPENDICES CONSTITUTES THE ENTIRE APPOINTMENT CONTRACT BETWEEN THE PARTIES. NO TERMS, CONDITIONS, WARRANTIES, PROMISES OR UNDERTAKINGS OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, EXIST BETWEEN THE PARTIES WITH RESPECT TO THIS APPOINTMENT CONTRACT EXCEPT AS CONTAINED HEREIN OR ATTACHED HERETO. THIS APPOINTMENT CONTRACT MAY BE AMENDED, CHANGED OR MODIFIED ONLY BY FURTHER WRITTEN AGREEMENT BETWEEN THE PARTIES.**

Yours sincerely,

[Name]  
Dean, Faculty of [Faculty]

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.

Dated at \_\_\_\_\_  
(City)

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Day) (Month) (Year)

\_\_\_\_\_  
Signature

## Appendix A.2: Annual Report

### 1. Requirement to Report

- 1.01 Each Academic Faculty member shall submit an Annual Report. (A2.05)
- 1.02 The Annual Report shall provide information on the University responsibilities during the reporting period.
- 1.03 Faculty members on leave or on sabbatical for all or a portion of the reporting period shall include a report on activities while on leave or sabbatical. (See, for example, A4.03.8.)

### 2. Reporting Structure

- 2.01 Reports shall be submitted to the Department Chair with a copy submitted to the Dean.
- 2.02 In Faculties which are not divided into Departments, the Annual Report shall be submitted to the Dean.
- 2.03 Faculty members who are in divisions of Faculties or Departments shall, in addition, submit a copy of the Annual Report to the division Chair or Head.
- 2.04 Department Chairs shall submit their Annual Reports to the Dean, with a copy to the Provost.

### 3. Format of the Report

- 3.01 The format of the Annual Report may vary by Faculty; the Faculty Council shall approve the format of the report. The format includes the way in which the Annual Report is structured or designed (electronic or otherwise) and its contents. Annual Reports shall provide at least the information required in 3.02 of this Appendix.
- 3.02 The Annual Report shall include, as a minimum:
  - a) Personal data: name, rank, department.
  - b) Information about teaching activities: courses taught, numbers of students, graduate students supervised, new courses, programs or techniques developed.
  - c) Information about research and scholarly activity: books and articles published, inventions, lectures and presentations, other means of disseminating the results of research activity, prizes and awards and grants received, as well as descriptions of ongoing research or creative scholarly effort.
  - d) Information about service: to the scholarly discipline, to the University, the Faculty, and the Department, to the general public, including offices held.
  - e) Information about activities in faculty recruitment, faculty development, peer mentorship and related activities.
- 3.03 Subject to the decision of the Faculty Council (pursuant to A3.07 and A3.08 (b)), the Annual Report may include a section on supplementary professional activity.
- 3.04 The Annual Report shall be designed to permit reporting in ways which will assist in determining whether the standards of performance for the Faculty have been met (see A6.03).
- 3.05 The Faculty Council shall determine the time period to be reported on in the Annual Report and the date of submission.
- 3.06 The decision of the Faculty Council about the format, the time period and the date of submission shall be reported to the Provost and to the Association.

### 4. Uses of the Annual Report

- 4.01 The Annual Report shall be used by the Department Chair in preparing recommendations to the Faculty Evaluation Committee.
- 4.02 The Annual Report shall be made available to the Faculty Evaluation Committee and to a General Appeals Committee.

- 4.03 The Annual Report shall be made available to the Provost, and to other University officials as authorized by the Provost.
- 4.04 The information from the Annual Report may be used to compile data on the teaching, research and service activities of a Department or Faculty.
- 4.05 Notwithstanding 4.04, no summary or publication of information about Supplementary Professional Activity shall be released, except as required by Article A3.
- 4.06 If the Annual Report is made available beyond the Faculty Evaluation Committee, the Academic Faculty member shall be informed.

### Appendix A.3: Detailed Procedures for Sabbaticals

#### A. Eligibility (Reference: Article A4.01)

1. The Academic Faculty member must have an appointment with tenure when they are on sabbatical. Faculty members who anticipate having tenure prior to the proposed sabbatical period may apply for sabbatical provided that the number of years of eligible service requirement is met.
2. Regarding prior service at the University of Alberta:
  - a) In the event that an Academic Faculty member had full-time academic service at this University prior to appointment as a tenurable Academic Faculty member, then such service will normally be counted as service in determining sabbatical eligibility. Such service would include service as a member of the fulltime temporary academic staff, full-time research staff (paid from trust), etc. It does not include the following service: (a) as a postdoctoral fellow; and (b) as a part-time Staff Member.
  - b) In the event that an Academic Faculty member had prior service as a full-time sessional lecturer and such service covered a full academic session (September 1 - April 30) then that period will be considered as one year in determining sabbatical eligibility.
  - c) The prior service referred to in 2.a) and 2.b), above, must have been in the academic year(s) immediately preceding the Academic Faculty member's appointment to the tenurable staff.
  - d) The prior service referred to in 2.a) and 2.b), above, shall not exceed two years. That is, sabbatical eligibility service shall include no more than two years of prior service.
3. A person who joins the full-time faculty of the University of Alberta directly from a tenured faculty position at another university is eligible to use up to two years of such service in determining sabbatical eligibility at this University. Such service may only be used for a first sabbatical and that sabbatical must be for one year. (This provision is not available to Academic Faculty members who joined the staff before July 1, 1993).
4.
  - a) Leave periods are not normally counted as service in determining sabbatical eligibility. In no case will periods of sabbatical, Assisted Leave and leave without pay be counted as service.
  - b) In the event that an Academic Faculty member was on leave without pay from a portion of duties, then the portion of service with pay during such a period will be counted as service, on a proportional basis, in determining sabbatical eligibility. For example, if an Academic Faculty member is on leave without pay from one third of duties for one year, then the Academic Faculty member will be granted 0.67 years service for that year in determining sabbatical eligibility.
  - c) In the event that an Academic Faculty member's services were loaned to another institution through a secondment arrangement, then such period may be included as service in determining sabbatical eligibility depending on the nature of the secondment. If the loan secondment arrangement has been entered into at the instigation of the University rather than that of the Academic Faculty member, then such period will be counted as service. However, if the secondment arrangement had been entered into at the instigation of the Academic Faculty member as a convenience with respect to employee benefits, etc. then the period will not be counted as service. This question should be determined prior to an Academic Faculty member being approved for secondment.
5. An Academic Faculty member who is eligible for a full year sabbatical but opts for a 6 month sabbatical and takes such sabbatical is not eligible for a full year sabbatical until the Academic Faculty member has served for 6 years following the expiry of the 6-month sabbatical. (But see point E.4. below.)

6. In the event of a dispute with respect to the eligibility of an Academic Faculty member for sabbatical, such a dispute shall be referred to the Provost for decision.

**B. Applications (Reference: Article A4.02)**

1. Applications for sabbatical, via the prescribed application form, are to be in the hands of the Dean by October 15 for sabbaticals to take effect in the next academic year.
2. In the case of departmentalized Faculties, an application is to be submitted to the Dean through the appropriate Department Chair who shall indicate their recommendation on the form and forward it to the Dean by October 15.
3. On receipt of the applications, the Dean provides copies to FEC.
4. The applicant may attach additional documentation to the application if it is felt that such material will be of assistance in the consideration of the application.
5.
  - a) If an Academic Faculty member has a joint appointment in two (or more) Departments in the same Faculty, the application for sabbatical shall be routed through each Department Chair to the Dean. Each Department Chair shall insert comments and recommendations on the application.
  - b) If an Academic Faculty member has a joint appointment in two Faculties, the application for sabbatical shall be submitted to the Dean of the home Faculty for decision. However, the application shall be routed in such a way that each Department Chair involved shall insert comments and recommendations on the application form prior to it being sent to that Dean. (If the away portion of an Academic Faculty member's appointment is in a nondepartmentalized Faculty, the application should be routed through the Dean of that Faculty prior to it being sent to the Dean of the home Faculty.)

6. The Council of the Faculty of Graduate Studies and Research adopted the following resolution in 1973:

Staff members who intend to take sabbatical during a period in which they have graduate students under their supervision shall submit to the Chair of their department and to the graduate student involved a written statement describing the arrangements which have been made to provide satisfactory supervision of their student(s) during the sabbatical, and as well nominate a member of the department who will be empowered to act on behalf of the supervisor in matters pertaining to the graduate student(s). After approval by the Chair of the department a copy of this statement should be forwarded to the Dean of the Faculty of Graduate studies and Research.

If possible, the Staff Member should make the above arrangements prior to applying for sabbatical and attach the relevant documentation to the application. If these arrangements are not completed prior to applying the Staff Member should include a statement in the application to the effect that the Graduate Studies procedure will be followed prior to the sabbatical.

7. Applications for sabbatical by Department Chairs, Associate Deans and Assistant Deans shall be submitted to the Dean and considered in the same way as those for regular faculty, i.e.), decision by the Dean on the recommendation of the FEC.
8. [vacant]
9. In the event that the Academic Faculty member wishes to change the sabbatical program from that approved by the Dean, they must resubmit the application for reconsideration. The new application shall set out the details of the new program and the reasons for the revision.

**C. Limitations on Number of Sabbaticals Awarded (Reference: Article A4.02)**

1. The number of sabbaticals approved for a given academic year shall not exceed 10% of the number of Academic Faculty members in a given Faculty.
2.
  - a) The total number of Academic Faculty members in a Faculty on which the limit calculation is based will be the number of fulltime tenurable faculty positions (excluding Academic Administrators) in the approved budget for the Faculty in the year prior to the year in which the sabbaticals are to be taken. The Provost shall advise each Dean of this total (and therefore, of the maximum number of sabbaticals for each Faculty) by October 15. APO, Librarian and Faculty Service Officer positions will not be included in the count which determines the number of faculty eligible for sabbatical.
  - b) The number of sabbaticals will be determined on an FTE basis. A full year leave 1.0; a 6-month 0.5.
  - c) In the event that the 10% maximum calculation provides a number which is neither a whole number nor a number which is exactly at a one half interval, then the maximum number of sabbaticals will be taken to the next higher one half interval. For example, if a Faculty had 66 positions, the exact calculation would provide 6.6 sabbaticals; in such a case, the effect of this rule is that the Faculty would have a maximum of 7.0 sabbaticals. Similarly, if the Faculty had 64 positions, although the exact calculation indicates 6.4 sabbaticals, the Faculty would be allowed 6.5 sabbaticals.
3. An Academic Faculty member who has a joint appointment in two Faculties, will be counted as one in the home Faculty. The total number of Faculty positions in such a Faculty will be adjusted accordingly.
4. In the event that a Faculty does not fully utilize its sabbatical quota in a given year, the Faculty may carryforward the underutilization to subsequent sabbatical years provided that the carryforward shall not exceed 10% of the quota for the given year, with fractions taken to the next higher one half (0.5) sabbatical in accordance with the following table:

Sabbatical Quota	Maximum CarryForward
1.0 - 5.0	0.5
5.5 - 10.0	1.0
10.5 - 15.0	1.5
15.5 - 20.0	2.0
20.5 - 25.0	2.5
25.5 - 30.0	3.0
30.5 - 35.0	3.5
35.5 - 40.0	4.0

**D. Recommendations (Reference: Article 4.02)**

1. In the case of an Academic Faculty member in a departmentalized Faculty, application for sabbatical is to be submitted to the Dean through the appropriate Department Chair who, after reviewing the application, will attach their recommendation to it and send it to the Dean.
2. In making a recommendation to the Dean, the Department Chair can touch upon any aspect of the proposed sabbatical, e.g., the sabbatical program, the merit of the applicant, relative merits of all the Department's applicants and their sabbatical programs, needs of the Department during sabbatical, arrangements for supervision of graduate students, financial considerations, etc.
3. In the case of an Academic Faculty member whose appointment is held jointly in two (or more) Departments, each Department Chair shall submit a recommendation with respect to the application.
4. The Department Chair must submit the application of an Academic Faculty member to the Dean for consideration. The Department Chair may not reject an application for sabbatical.
5. The Dean provides a copy of the application to FEC.

**E. Decision (Reference: Article A4.02)**

1. Article A4.02 provides that the FEC shall consider all applications for sabbaticals and recommend to the Dean as to which sabbaticals should be approved or not approved. Upon consideration of FEC's recommendations, the Dean makes a decision on the applications.
2. In their consideration of applications for sabbaticals, the FEC and Dean shall consider the proposed programs to determine whether they are meritorious and whether they will be to the mutual advantage of the Academic Faculty member and the University. The FEC and Dean shall also take into account the effect which a sabbatical would have on the operations of the Faculty and/or Department, the financial resources available for replacements of staff, the recommendation of the Department Chair, the arrangements made for covering graduate students being supervised by applicants and such other matters as the Dean feels are relevant in reaching decisions. It is clear that detailed procedures with respect to sabbatical decisions may vary from Faculty to Faculty so long as the general University-wide procedures are observed. For example, in Faculties where the number of applications exceeds the 10% limit, the procedures for turning down applications so that the limit is not exceeded may well vary from Faculty to Faculty; some sort of ranking process will undoubtedly occur, perhaps within departments in the first instance and subsequently in the Faculty. In addition, different Faculties may have different ways of handling the matter of sabbatical replacement appointments and these may have an effect on the sabbatical decision process.
3. Article A4.02.9 states that when an Academic Faculty member is granted sabbatical and the Department Chair or Dean, for the purposes of the normal operation of the Faculty/Department, deems that the work of the Faculty/Department would be unduly hampered, an Academic Faculty member may be required to defer the sabbatical for 6 to 12 months. Such time shall nevertheless be counted toward eligibility for a succeeding sabbatical. The following rules shall apply in this case:
  - a) In order for the effect of the clause to be achieved, an Academic Faculty member must actually apply for sabbatical. Simply being eligible is not sufficient.
  - b) The provisions of Article A4.02.9, i.e., deferral of sabbatical, do not apply in the case of an Academic Faculty member whose application was denied due to the 10% limit for the Faculty. The provision applies only in the case of an Academic Faculty member whose application was denied because the work of the Department would be unduly hampered if the Academic Faculty member were granted the sabbatical.

- c) If an Academic Faculty member is required to defer a full year sabbatical for one year and takes it at that later time, then the Academic Faculty member is eligible for a subsequent full year sabbatical 5 years after returning from the delayed sabbatical or for a subsequent 6-month sabbatical two years after returning from the delayed sabbatical. For example, assume that an Academic Faculty member had applied for a sabbatical for the period July 1, 1993 - June 30, 1994 but was required to defer such sabbatical to the period July 1, 1994 - June 30, 1995. If the Academic Faculty member went on the delayed sabbatical, they would be eligible for a subsequent full sabbatical in the period July 1, 2000 - June 30, 2001 and for a subsequent 6-month sabbatical in the period July 1, 1997 - June 30, 1998.
  - d) If an Academic Faculty member is required to defer a sabbatical under the provisions of Article A4.02.9 but chooses not to take such delayed sabbatical during the next sabbatical year, then there will be no reduction in the years of eligible service required for subsequent sabbaticals.
  - e) If an Academic Faculty member is required to defer a sabbatical and chooses to accept such a delayed sabbatical, that will be considered as a first call on the sabbaticals to be awarded by the Faculty in that year. That is, such sabbatical will not be competition with other applications for that year.
  - f) If an Academic Faculty member applies for sabbatical, is awarded it as requested and subsequently decides voluntarily not to take it, there will be no reduction in the years of eligible service required for future sabbaticals. In addition, the Academic Faculty member would be required to reapply in the regular manner for future sabbaticals.
  - g) If there are insufficient funds to enable adequate replacement of an Academic Faculty member while on sabbatical and the Academic Faculty member is thereby denied such sabbatical, this will be interpreted as falling within the intent of Article A4.02.9. That is, such an Academic Faculty member will be placed on the deferred list and may take such sabbatical in the following sabbatical year.
  - h) If an Academic Faculty member is required to change the dates of a 6-month sabbatical from July 1 - December 31 to the next succeeding January 1 - June 30 and takes such sabbatical, Article A4.02.9 shall not apply. That is, the deferred time of 6 months shall not be counted toward the eligibility for a succeeding sabbatical.
4. If an Academic Faculty member is eligible for a full year sabbatical and applies for it but is offered a choice between a 6-month sabbatical and a deferred sabbatical (full year) because the normal operations of the Department would be hampered by a full year sabbatical (Article A4.02.9) and if the Academic Faculty member takes the 6-month sabbatical, then they are eligible for a full year sabbatical 3 years from the expiry of the 6-month sabbatical.
5. a) Decisions with respect to sabbatical in the next sabbatical year should be made no later than January 1.
- b) The decision reached regarding an application for sabbatical shall be one of the following:
- i) sabbatical is granted;
  - ii) sabbatical is denied;
  - iii) sabbatical is deferred to the next sabbatical year in accordance with the provisions of Article A4.02.9.
  - iv) application is placed on a waiting list pending withdrawal by approved applicants. (Such a waiting list should be used in the event that the Faculty was at the 10% limit for the number of sabbaticals.)

Note: Should the reason for placing an application in category iii) cease to exist (e.g., additional replacement funds) the applicant may be offered a choice between immediate sabbatical and a deferred sabbatical.

- c) When the Dean has reached a final decision with respect to an application for sabbatical, the applicant shall be advised immediately by the Dean of that decision. In the case of approved sabbaticals, the Provost will formally advise the Academic Faculty member of the approval; at the same time, they will send the Academic Faculty member the various documents which are to be completed by the Academic Faculty member and returned to the appropriate office.

#### **F. Appeal of Sabbatical Decision (Article A4.02.7)**

Article A4.02.7 provides that an Academic Faculty member may appeal the decision of the Dean not to approve a sabbatical application where FEC has recommended approval and if the quota for the Faculty has not been met or exceeded. Such appeal is submitted to the Provost within 15 days following receipt of the Dean's letter advising that the sabbatical has not been approved. The decision of the Provost is final.

#### **G. Outside Employment/Remuneration While on Sabbatical (Reference: Article A4.03.3)**

Under the provisions of Article A4.03.3, an Academic Faculty member on sabbatical may receive assistance in the form of grants or scholarships with no effect on the sabbatical salary. Supplementary professional activities undertaken during sabbatical are covered by the provisions of Article A3, as if the Academic Faculty member were performing regular faculty responsibilities. For example, if an Academic Faculty member proposed to teach at another institution, this would be considered as a major supplementary professional activity and, as such, permission to do so would be required from the Department Chair/Dean; in addition, the sabbatical program should make reference to the proposed activity.

#### **H. Sabbatical Salary (Reference: Articles A4.03.1 and A4.03.2)**

Sabbatical salary is normally based on the level of the Academic Faculty member's regular professorial salary and any market supplement and is at 82.5% (effective July 1, 2022: 90%) of that salary rate, which shall be defined as the Academic Faculty Member's basic University salary. An Academic Faculty member shall receive a salary of 90% of the Academic Faculty member's basic University salary for the Academic Faculty member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles A5 and A6, where the sabbatical commences on or after July 1, 2019. Other University stipends, such as administrative stipends, clinical income and honoraria paid in lieu of professional fees, etc. do not enter into the calculation of the sabbatical salary. Non pensionable salary supplements and stipends may or may not be paid during a sabbatical depending on the conditions set by the funding source.

#### **I. Return to Service Obligation (Reference: Article A4.03.9)**

1. Before the Academic Faculty member will be paid any sabbatical salary or receive a sabbatical research grant, they must sign an agreement to return to the service of the University following the sabbatical.
2. The sabbatical agreement provides that if the Academic Faculty member does not voluntarily return to the service of the University following sabbatical or if the Academic Faculty member returns to the service but does not stay in such service for a period of 6 months, or longer, then the Academic Faculty member must repay to the University 12.5% of the sabbatical remuneration received. By remuneration is meant the total of sabbatical salary, sabbatical research grant and any salary adjustment.

**J. Report Following Sabbatical (Reference: Article A4.03.8)**

1. The Academic Faculty member is required to submit a report concerning their activities during sabbatical on return from such sabbatical. Copies of the report are to be submitted to the Dean and Department Chair. In nondepartmentalized Faculties a copy is to be sent to the Dean and, where appropriate, to the Academic Faculty member's division Chair or Head.
2. The report is to be submitted within 3 months of return from sabbatical.
3. There is no set format for the sabbatical reports and these may vary from Department to Department and Faculty to Faculty. The Academic Faculty member should check with the appropriate Dean and/or Department Chair in this regard prior to the preparation of the report.

**K. Sabbatical Research Grants (Reference: Article A4.03.4)**

1. In accordance with policies of Revenue Canada (Taxation), a portion of the total remuneration to the Academic Faculty member on sabbatical may be classed as a sabbatical research grant. It should be emphasized that such a grant is not in addition to sabbatical salary. Rather, the sabbatical salary (normally at 82.5% (effective July 1, 2022: 90%) of basic salary) is reduced to the extent of the research grant. The total of the two payments (salary + research grant), of course, would stay at the 82.5% level (effective July 1, 2022: 90%). For example, if an Academic Faculty member's basic salary were \$50,000, then the usual sabbatical salary would be 82.5% (effective July 1, 2022: 90%) of that amount or \$40,000 (effective July 1, 2022: \$45,000). If the Academic Faculty member received a \$4,000 sabbatical research grant, then the salary portion would be reduced to \$36,000 (effective July 1, 2022: \$41,000).
2. A sabbatical research grant component of sabbatical remuneration will normally result in a reduction in income tax paid by the Academic Faculty member. This is accomplished by the fact that expenses incurred from the research grant may be deducted from income from the research grant. If the remuneration is considered as all salary such a provision would not apply.
3. Application for a sabbatical research grant is submitted by the Academic Faculty member to the Research Services Office as the delegate of the President with respect to the approval of research grants. The application is routed through the Academic Faculty member's Department Chair and Dean. If the Research Services Office approves the application, it is approved (or revised) on behalf of the President. The application should not be made until after the Academic Faculty member has been awarded sabbatical by their Dean.
4. Once the sabbatical research grant has been approved, expense deductions for income tax purposes is a matter between the Academic Faculty member and Revenue Canada (Taxation).
5. This is a complex matter and the Academic Faculty member is encouraged to obtain detailed information and regulations from the Research Services Office. Applications for sabbatical research grants are also available from that office.

**L. Period of Sabbatical (Reference: Article A4.03.5 and A4.03.7)**

1.
  - a) Article A4.03.7 provides that 6 month sabbaticals shall be restricted to the periods July 1 - December 31 or January 1 - June 30 unless otherwise directed by the Provost. In effect, these sabbaticals are intended to cover no more than one academic (or teaching) term. Therefore, this principle would rule out a 6-month sabbatical of, say, October 1 - March 31 since such a period would encompass two academic terms.
  - b) Although provision is made in clause Article A4.03.7 for variations to the general rule, these will be made only in exceptional cases and where the abnormal sabbatical period is supported by each of the Academic Faculty member, the Department Chair, the Dean and the Provost. In such cases, then, the Provost shall be the decision maker with respect to the sabbatical.

2.
  - a) The Agreement is silent with respect to when a full year sabbatical may be taken. The normal and recommended period for such sabbaticals is July 1 - June 30. It should be pointed out that, in the past, many sabbaticals were taken for the period September 1 August 31 because the Academic Faculty member wished to teach in the summer session prior to going on sabbatical and it was not clear as to whether such paid employment was permissible during the sabbatical. This problem has been clarified and such employment is now permitted.
  - b) There may be cases where full year sabbaticals of other than July 1 - June 30 are advantageous. In the event that such periods are proposed, the following procedures shall apply:
    - i) Where the sabbatical is proposed to begin in the period May 1 - September 1, the Dean may approve such periods provided the period is supported by the Academic Faculty member and the Department Chair.
    - ii) Where the sabbatical is proposed to begin in the period September 2 - April 30, such a period may only be approved if supported by each of the Academic Faculty member, the Department Chair, the Dean and the Provost. In such a case, then, the Provost shall be the decision maker with respect to the dates.
3. In no case will the sabbatical be split into two (or more) sabbatical periods. For example, it is not possible to have a full year leave split into two 6-month periods of January 1, 1999 - June 30, 1999 and January 1, 2000 - June 30, 2000; similarly, it is not possible to split a full year leave into two periods of, say, May 1, 1999 - June 30, 1999 and September 1, 1999 - June 30, 2000.
4. Article A4.03.5 provides that a full year sabbatical shall be inclusive of the annual one month vacation entitlement and a 6-month sabbatical shall be inclusive of one half of the annual vacation entitlement, i.e.), one half of one month. The salary during the vacation will be at the sabbatical rate.
5.
  - a) If an Academic Faculty member wishes to take a leave without pay following the termination of a 6-month sabbatical, such leave without pay will be for not less than 6 months. The intent of this rule is to prevent Academic Faculty members from taking leave without pay only for that period which encompasses a formal teaching term.
  - b) The principle enunciated above shall be applied in the case of applications for leave without pay following full year sabbatical.
6. Sabbatical periods of odd duration, e.g., 10 months, 5 months, 4 months, etc. are not permitted.

**M. Employee Benefits While on Sabbatical (Reference: Articles 20 and A9)**

1. While on sabbatical, the Academic Faculty member may continue to participate in all those employee benefits covered in Articles 20 and A9. These benefit programs are: pension plans; disability insurance; medical insurance; professional expense; tuition remission (where the course is a University of Alberta course); group life insurance; dental care; and supplementary health care.
2.
  - a) Pension contributions while on sabbatical are based on regular University salary not on sabbatical salary.
  - b) In the case of the Universities Academic Pension Plan (UAPP) the Staff Member may discontinue contributions while on sabbatical and make up such contributions, plus interest, on return to the service of the University.
  - c) Regulations governing UAPP (including pensionability of sabbaticals) is under review. If such regulations vary from the foregoing, the UAPP regulations will apply.

3. Procedures vary from Faculty to Faculty with respect to the eligibility of Academic Faculty members on sabbatical to obtain assistance from the Faculty Staff Travel Fund. In some Faculties such assistance is permitted; in others it is not. The Dean of the appropriate Faculty should be contacted in this regard.
4. If an Academic Faculty member takes ill or is injured during a sabbatical and who, as a result, cannot complete the sabbatical program, they shall be placed on Medical Leave (Article 9), provided the illness/injury is for longer than 20 days. If a person is placed on Medical Leave, the following rules apply:
  - a) Salary while on Medical Leave will be at regular salary rate.
  - b) If the onset of illness/injury occurs before 50% of the sabbatical has been completed, the sabbatical will be considered to be cancelled and the Academic Faculty member may take another sabbatical in the following sabbatical year (at no charge to the Faculty quota and, provided the sabbatical program is the same as the aborted one, without formal application). Eligibility for a subsequent sabbatical will be determined by the dates of the second or replacement, sabbatical, not by the aborted one. Notwithstanding the fact that part of the original sabbatical has been cancelled, the sabbatical salary rate will not be adjusted for that period.
  - c) If the onset of illness/injury occurs when 50% or more of the sabbatical has been completed, the sabbatical will be considered to be completed and eligibility for a subsequent sabbatical will be based on the regular end date of the aborted sabbatical.

#### **Appendix A.4: Letter of Intent**

In the event of the transfer of a Program the Board and the Association agree together to seek accords with the Boards of Governors and the Faculty Associations of the other Universities in the Province of Alberta to promote and facilitate the voluntary relocation of members of the academic staff at other Universities, under terms that will be to the mutual advantage of all parties and which will respect the Agreements in place.

## Appendix A.5: Intersession Teaching

The following regulations govern teaching in the Intersession:

- a) No Academic Faculty member will be required to teach in the Intersession.
- b) An Academic Faculty member and Department Chair may agree that, in the best interests of the Department, the Academic Faculty member will be assigned a teaching load in the Intersession and will receive compensating teaching release time during the regular session; in such a case the Academic Faculty member will not receive additional remuneration for the Intersession teaching.
- c) An Academic Faculty member and Department Chair may agree that the Academic Faculty member will be assigned a teaching load in the Intersession without compensating release time during the regular session; normally, the Academic Faculty member will receive additional compensation for the Intersession teaching.
- d) Nothing in this Agreement limits the existing rights of the Department Chair to assign differential teaching loads (e.g. for limited research productivity) and an Academic Faculty member and the Department Chair may agree that the Academic Faculty member should be assigned a teaching load in the Intersession without additional compensation for the Intersession teaching as part of that differential teaching load.
- e) Each Faculty which offers courses in the Intersession shall be required to revise their statement of standards (Article A6.03.2) to cover the evaluation of performance of Academic Faculty members during Intersession assignments to ensure, inter alia, that differential assignment of responsibilities will be taken into account in the evaluation.
- f) Department Chairs shall not normally assign Intersession teaching loads (under c), above) to provide income to Academic Faculty members as a replacement for merit Increments not received.

## Appendix A.6: Academic Faculty Salary Scales

### University of Alberta Full-time Faculty July 1, 2022 to March 31, 2023

Step on Scale	Assistant Professor	Associate Professor	Professor	
			Promotion Transition Zone	
			117,346	
			119,270	
1.0 (minimum)	78,458	97,751		121,193
1.5	79,734	99,387		123,117
2.0	81,010	101,022		125,040
2.5	82,286	102,658		126,964
3.0	83,562	104,293		128,887
3.5	84,838	105,929		130,811
4.0	86,114	107,564		132,734
4.5	87,390	109,200		134,658
5.0	88,666	110,835		136,581
5.5	89,942	112,471		138,217
6.0	91,218	114,106		139,852
6.5	92,494	115,742		141,488
7.0	93,770	117,377		143,123
7.5	95,046	119,013		144,759
8.0	96,322	120,648		146,394
8.5	97,598	122,284		148,030
9.0	98,874	123,919		149,665
9.5	100,150	125,555		150,941
10.0	101,426	127,190		152,217
10.5	102,702	128,826		153,493
11.0	103,978	130,461		154,769
11.5	105,254	132,097		156,045
12.0	106,530	133,732		157,321
12.5	107,806	135,368		158,597
13.0 (maximum)	109,082	137,003		--

  

Single Increments	2,552	3,271	4@	3,847
			4@	3,271
			n@	2,552

Maximum salary for Assistant Professors does not apply to those on probation (Article 2.01a of FEC Manual)

**University of Alberta**  
**Full-time Faculty**  
**April 1, 2023 to June 30, 2023**  
(Reflects an increase of 1.25%)

Step on Scale	Assistant Professor	Associate Professor	Professor	
				Promotion Transition Zone
				118,813
				120,761
1.0 (minimum)	79,439	98,973		122,708
1.5	80,731	100,629		124,656
2.0	82,023	102,285		126,603
2.5	83,315	103,941		128,551
3.0	84,607	105,597		130,498
3.5	85,899	107,253		132,446
4.0	87,191	108,909		134,393
4.5	88,483	110,565		136,341
5.0	89,775	112,221		138,288
5.5	91,067	113,877		139,944
6.0	92,359	115,533		141,600
6.5	93,651	117,189		143,256
7.0	94,943	118,845		144,912
7.5	96,235	120,501		146,568
8.0	97,527	122,157		148,224
8.5	98,819	123,813		149,880
9.0	100,111	125,469		151,536
9.5	101,403	127,125		152,828
10.0	102,695	128,781		154,120
10.5	103,987	130,437		155,412
11.0	105,279	132,093		156,704
11.5	106,571	133,749		157,996
12.0	107,863	135,405		159,288
12.5	109,155	137,061		160,580
13.0 (maximum)	110,447	138,717		--
<b>Single Increments</b>				
	2,584	3,312	4@	3,895
			4@	3,312
			n@	2,584

*Maximum salary for Assistant Professors does not apply to those on probation (Article 2.01a of FEC Manual)*

**University of Alberta**  
**Full-time Faculty**  
**July 1, 2023 to November 30, 2023**

<b>Step on Scale</b>	<b>Assistant Professor</b>	<b>Associate Professor</b>	<b>Professor</b>
1.0 (minimum)	79,439	98,973	122,708
1.5	80,731	100,629	124,656
2.0	82,023	102,285	126,603
2.5	83,315	103,941	128,551
3.0	84,607	105,597	130,498
3.5	85,899	107,253	132,446
4.0	87,191	108,909	134,393
4.5	88,483	110,565	136,341
5.0	89,775	112,221	138,288
5.5	91,067	113,877	139,944
6.0	92,359	115,533	141,600
6.5	93,651	117,189	143,256
7.0	94,943	118,845	144,912
7.5	96,235	120,501	146,568
8.0	97,527	122,157	148,224
8.5	98,819	123,813	149,880
9.0	100,111	125,469	151,536
9.5	101,403	127,125	152,828
10.0	102,695	128,781	154,120
10.5	103,987	130,437	155,412
11.0	105,279	132,093	156,704
11.5	106,571	133,749	157,996
12.0	107,863	135,405	159,288
12.5	109,155	137,061	160,580
13.0 (maximum)	110,447	138,717	--

  

<i>Single Increments</i>	2,584	3,312	4@	3,895
			4@	3,312
			n@	2,584

*Maximum salary for Assistant Professors does not apply to those on probation (Article 2.01a of FEC Manual)*

**University of Alberta**  
**Full-time Faculty**  
**December 1, 2023 to June 30, 2024**  
(Reflects an increase of 1.5%)

<b>Step on Scale</b>	<b>Assistant Professor</b>	<b>Associate Professor</b>	<b>Professor</b>
1.0 (minimum)	80,631	100,458	124,549
1.5	81,943	102,139	126,525
2.0	83,254	103,820	128,502
2.5	84,566	105,501	130,479
3.0	85,877	107,182	132,455
3.5	87,189	108,863	134,432
4.0	88,500	110,544	136,408
4.5	89,812	112,225	138,385
5.0	91,123	113,906	140,361
5.5	92,435	115,587	142,042
6.0	93,746	117,268	143,723
6.5	95,058	118,949	145,404
7.0	96,369	120,630	147,085
7.5	97,681	122,311	148,766
8.0	98,992	123,992	150,447
8.5	100,304	125,673	152,128
9.0	101,615	127,354	153,809
9.5	102,927	129,035	155,121
10.0	104,238	130,716	156,432
10.5	105,550	132,397	157,744
11.0	106,861	134,078	159,055
11.5	108,173	135,759	160,367
12.0	109,484	137,440	161,678
12.5	110,796	139,121	162,990
13.0 (maximum)	112,107	140,802	--

<i>Single Increments</i>	2,623	3,362	4@	3,953
			4@	3,362
			n@	2,623

*Maximum salary for Assistant Professors does not apply to those on probation  
(Article 2.01a of FEC Manual)*

**University of Alberta  
Full-time Faculty  
December 1, 2023 to June 30, 2024**

(Reflects an increase of 0.5%.

Implementation is subject to the Gain Sharing Formula  
referenced in Appendix A: Economic Agreement)

<b>Step on Scale</b>	<b>Assistant Professor</b>	<b>Associate Professor</b>	<b>Professor</b>
1.0 (minimum)	81,034	100,959	125,172
1.5	82,352	102,648	127,158
2.0	83,670	104,337	129,145
2.5	84,988	106,026	131,131
3.0	86,306	107,715	133,118
3.5	87,624	109,404	135,104
4.0	88,942	111,093	137,091
4.5	90,260	112,782	139,077
5.0	91,578	114,471	141,064
5.5	92,896	116,160	142,753
6.0	94,214	117,849	144,442
6.5	95,532	119,538	146,131
7.0	96,850	121,227	147,820
7.5	98,168	122,916	149,509
8.0	99,486	124,605	151,198
8.5	100,804	126,294	152,887
9.0	102,122	127,983	154,576
9.5	103,440	129,672	155,894
10.0	104,758	131,361	157,212
10.5	106,076	133,050	158,530
11.0	107,394	134,739	159,848
11.5	108,712	136,428	161,166
12.0	110,030	138,117	162,484
12.5	111,348	139,806	163,802
13.0 (maximum)	112,666	141,495	--

<i>Single Increments</i>	2,636	3,378	4@	3,973
			4@	3,378
			n@	2,636

*Maximum salary for Assistant Professors does not apply to those on probation  
(Article 2.01a of FEC Manual)*

## Appendix A.7: Copyright Regulations

### 1. Ownership

- 1.1 Pursuant to 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 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix A.7.
- 1.2 For the purposes of this Appendix 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, including an agreement under Article A2.01.3, 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 2.9 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 in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that 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 2.9 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 A2.01.2 and A2.02.1.
- 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 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.

### **3. Computer Programs and the University Patent Policy**

- 3.1 In addition to this Appendix A.7, 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 2.9 inclusive, or 3.1 of this Appendix A.7.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix A.7, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of

persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
  - (b) a written agreement between the University and another organization; or
  - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

## **6. Guidelines**

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix A.7, 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 A.7.