

# Collective Agreement

Between

The Faculty Association  
of the University of Calgary

and

The Governors  
of the University of Calgary

July 1, 2019 to June 30, 2020



**UNIVERSITY OF  
CALGARY**

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**THE FACULTY  
ASSOCIATION**

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*of the University of Calgary*





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## Preamble

The University of Calgary is committed to a family friendly work environment consistent with the values of the University

## Definitions

For the purposes of this Agreement, the following definitions shall apply:

- a) "Service" means continuous employment as an academic staff member pursuant to Article 1, Clause 1.6 (a), (b), or (c). Except as may be otherwise provided herein, service shall be lost when an academic staff member:
- (i) resigns or otherwise terminates employment by voluntary act;
  - (ii) is dismissed;
  - (iii) is laid off;
  - (iv) retires.

Service is interrupted and is not accumulated during periods of unpaid leave beyond an accumulated maximum of thirteen (13) weeks unless otherwise specified elsewhere in this Agreement.

- b) "Rank Salary" or "Academic Rank Salary" means:
- (i) in the case of academic staff (teaching and research), the salary paid to an individual as determined by the staff member's rank;
  - (ii) in the case of academic staff (administrative and professional), the salary paid to an individual as determined by the staff member's professional / administrative position;

and does not include administrative honoraria, research stipends and research prizes (such as Alberta Innovates: Health Solutions, or AI:HS, or its equivalent prizes) or other salary modifiers paid by the University.

- c) "Compensation" means rank salary of the academic staff member, market supplements, research stipends, AI:HS, or its equivalent Research Prizes, and AI:HS, or its equivalent dual award research supplements paid through the University to academic staff members. It does not include:
- (i) administrative honoraria, teaching research and service prizes, clinical income, any honoraria paid from Trust grants, and international stipends paid to any academic staff members; and

- (ii) research supplements, and medical honoraria (i.e. clinical and administrative) paid to academic staff members in the Faculty of Medicine.
- d) "Senior Leadership Team" member means a person appointed by the Governors as a Vice-Dean (Large Faculty) or Dean of a Faculty (or equivalent in the case of an academic unit other than a Faculty), an Associate Vice-President, a Vice-President, Provost, Vice Provost or the President, including a person appointed as "acting" in any of those positions and during an associated administrative leave.
- e) "Vice-Dean Large Faculty" means a person from the tenured academic staff who is appointed as a Vice-Dean of a Faculty with over 125 academic staff members (not including term-certain appointees) in accordance with the following:
  - The appointment is made in accordance with selection procedures established by Faculty Council that includes an advisory committee the majority of whose members are academic staff members;
  - There is no more than one Vice-Dean in the Faculty;
  - Each term of appointment is no more than 5 years.
- f) "Work Days", for the purposes of determining timelines or leave days, does not include Saturdays, Sundays or paid holidays.
- g) "Time Periods" are defined as follows:

Where a period of time is prescribed and expressed as a number of days, the period shall be computed as the number of work days expressed exclusive of Saturdays, Sundays, and paid holidays.

If any act or step that is to be taken, to begin or to end falls on a Saturday, Sunday or paid holiday, the following work day shall be the date on which such period begins or ends, or on which such step or act is to be taken.

All time periods and dates may be altered by the mutual consent of the Parties.

## Article 1: Bargaining Unit

- 1.1 In accordance with the *Post-Secondary Learning Act and Alberta Labour Relations Code*, all members of the academic staff of the University of Calgary shall be members of the Association.

1.2 For purposes of this Agreement, persons in the following categories are designated members of the academic staff by the Governors and are members of the bargaining unit:

- a) Professors, Associate Professors, Assistant Professors, Teaching Professors, Senior Instructors, Instructors, Lecturers, and Sessional Instructors, and any employee of the Governors, other than a Dean or other senior leadership team member, who is the instructor of record for a course offered for degree credit;
- b) Professional Librarians, Archivists, and Curators in Libraries and Cultural Resources;
- c) Counsellors in the Counselling and Student Success Centre (or any successor organizational unit);
- d) Heads of Academic Departments and Associate Deans and Assistant Deans of Faculties and any other employee of the Governors, other than a Dean, Vice-Dean Large Faculty, or other senior leadership team member who directs or supervises the work of the academic staff.

1.3 For the purposes of this Agreement, persons in ranks and positions not included in Article 1, Clause 1.2, but listed in Schedule "A" are designated academic staff by the Governors and are members of the bargaining unit for as long as such persons continue in their positions.

- 1.4
- a) The Governors shall notify the Association three (3) months in advance of any proposal to designate or change the designation of categories of employees or individual employees as academic staff members at the University. This timeline may be waived by agreement by both Parties. This notification does not substitute for the consultation required under the *Post-Secondary Learning Act and Alberta Labour Relations Code*.
  - b) The Governors acknowledge that academic freedom, as defined in Article 6 of this Agreement, is an important factor to be considered in relation to the designation of academic staff.
  - c) As part of the notice, the Governors shall provide the Association with the details of the proposal, their reasons for it, and a listing of those affected. Specifically, the Association will be informed both about the position type which is to be (de)designated and the names of the individual people occupying that position type.
  - d) The Association and the Governors shall meet informally to discuss any issues related to the proposal, identify any further information needed, etc.
  - e) The Faculty Association shall provide the Governors with a preliminary response within 15 working days of the informal meeting. If the Association's preliminary

response is in agreement with the Governor's proposal, the consultation process will be considered complete. If the Association's preliminary response is opposed to the Governor's proposal, the Governors and the Association will meet to try to resolve the disagreement.

- f) If agreement is not reached on the (de)designation proposal the Parties agree to bring forward the original proposal to a committee which is comprised of the Provost and VP Academic (or designate), the President of the Faculty Association (or designate) and a mutually agreed upon chairperson. The majority decision of the committee will be final and binding. There will be no change in designation of staff until the committee provides their decision.

1.5 The Governors agree that any change to designation shall not be made as an alternative to termination of academic staff members in accordance with Article 21: Redundancy or Article 22: Financial Exigency.

1.6 Academic Staff Appointments

All academic staff appointments shall be made to one of the following appointment types:

- a) "Continuing appointments" of more than twelve months' duration having a unique position number assigned within the maximum complement authorized by the Governors and conferring on the academic staff member either:
  - (i) a Tenure-track appointment, implying that the appointment may be continued for a further term, or may be continued as an appointment with Tenure, or may be allowed to lapse; or
  - (ii) an appointment with Tenure.

Continuing appointments which are contingent on the continuation of external funding are restricted to the Faculty of Medicine.

- b) "Contingent Term appointments" of a specified term of more than twelve months' duration having a unique position number assigned within the maximum complement authorized by the Governors and funded 50% or more from outside the base operating budget of the University, and carrying no implication of renewal or continuation beyond the specified term. There is no limit on the number of times a Contingent Term appointment may be renewed depending upon the continued availability of specific non-operating funds.
- c) "Limited Term appointments" of a specified term of more than twelve months' duration having a unique position number assigned within the maximum complement authorized by the Governors and made in lieu of Continuing appointments in one or more of the following specified circumstances:



- (i) when the appointment is to replace a Continuing staff member who is on leave or on another assignment of duties for more than twelve months;
- (ii) when a person with the desired qualifications for the Continuing appointment is not available at the time;
- (iii) when the duties connected with the appointment are for a limited period and are expected to be no longer required after the specified date;
- (iv) when an individual states a preference, in writing, for a Limited Term appointment;
- (v) when the appointment is for a pilot or developmental project.

Limited Term appointments carry no implication of renewal or continuation beyond the specified term. Limited Term appointments may be made for up to five years. The appointments are renewable.

- d) "Sessional appointments" of a specified term made in circumstances more particularly defined in Article 23 of this Agreement. Sessional appointments carry no implication of renewal or continuation beyond the specified term.
- e) "Retired Short-Term" appointments of a specified term made in circumstances more particularly defined in Schedule "A", Clause 2.23 of this Agreement.
- f) "Special Limited Term" (spousal) appointments are for a non-renewable one-year term.
- g) Pre-Tenure Track Appointment: This category applies only to appointments in the Faculty of Medicine where there is a reasonable expectation of a continuing appointment. Pre-Tenure Track appointments are made for five (5) years. Such appointments can be converted to tenure track appointments at any time during the five (5) years by mutual agreement of the individual and the Parties. A conversion to tenure track will occur automatically after five (5) years unless the Head recommends to the Dean that the appointment will be discontinued. Department Heads must make a recommendation to the Dean no later than the end of the fourth (4th) year of the pre-tenure track appointment. In the case where the Head makes a recommendation to discontinue, the academic staff member may appeal this to the FTPC, following the procedures regarding the renewal of a tenure-track appointment.

1.6.1 A Continuing, Contingent Term, Limited Term or Special Limited Term appointment may be full-time or part-time. The appointment shall not be less than half-time. The requirements and expectations for part-time appointments shall be proportionately the same as those described for full-time academic staff.

- 1.6.2 Academic appointees holding Contingent Term or Limited Term appointments of more than twelve months shall normally receive a written decision whether there shall be a renewal of contract, not less than four months before the end of the stipulated period of contract (e.g. March 1).
- 1.6.2.1 In the case when financial circumstances do not permit the making of a decision four months before, the appointee shall be so informed in writing of those circumstances not less than four months before the end of the stipulated period of the contract.
- 1.6.3 Academic staff members holding Sessional appointments of more than six months and up to twelve months shall normally receive a written decision whether there shall be a renewal of contract, not less than three months before the end of the stipulated period of contract.
- 1.6.3.1 In the case when financial circumstances do not permit the making of a decision three months before, the appointee shall be so informed in writing of those circumstances not less than three months before the end of the stipulated period of the contract.
- 1.6.4 Requested Continuing Part-Time Appointment Status
- 1.6.4.1 An academic staff member whose appointment status is With Tenure may request a part-time appointment without loss of With Tenure status, on the following terms and conditions:
- a) the request for a change to a requested part-time appointment is initiated in writing by the academic staff member to the Head (or Dean or equivalent);
  - b) such a requested part-time appointment is for a specified term or to retirement;
  - c) during a requested part-time appointment, the academic staff member's workload may be reduced through:
    - (i) full-time employment for not less than six months of the academic year, normally to include at least one of the four month periods September – December or January – April; or
    - (ii) part-time employment (but not less than a half-time commitment to the University of Calgary) on a twelve months per year basis.
  - d) the academic staff member's duties and responsibilities under a requested part-time appointment, and a statement as to what proportion of the academic staff member's full-time appointment is represented by the requested part-time appointment, and during what period(s) of the year these services shall be rendered, shall be set out

in writing and agreed to by the academic staff member and the Head and shall be recommended by the Dean or equivalent to the President, for approval.

- 1.6.4.2 Normally the overall requirements and expectations for requested part-time academic appointments made under this Article shall be proportionately the same as for full-time appointments.
- 1.6.4.3 A requested part-time appointment pursuant to the above provisions is at the discretion of the President, and shall be granted only if satisfactory arrangements for teaching, student supervision, and other departmental responsibilities can be made.
- 1.6.4.4 An academic staff member who has been granted a requested Continuing part-time appointment may return to a Continuing full-time appointment only at the end of the period specified in Article 1.6.4.1 b) or at the discretion of the President.
- 1.7 Tenure Track Appointment:
- a) A tenure track appointment shall end on June 30 and shall not be less than forty-six (46) months or more than fifty seven (57) months. Other appointment lengths may be offered by agreement of the Provost and Vice-President (Academic) and Faculty Association.
  - b) Tenure track appointees are eligible for a two-year renewal of the tenure track appointment if the original tenure track appointment was at the lowest-level rank within that stream
  - c) Tenure track appointments may not be made at the rank of Professor or Teaching Professor. Except in the Faculty of Medicine, tenure track appointments are not normally made at the rank of Associate Professor.
  - d) The purpose of a tenure track appointment is to provide a period of mutual appraisal for the University and the academic appointee. The tenure track appointment implies that the University shall give serious consideration to an appointment with tenure.
- 1.8 An appointment that confers tenure from the date of appointment normally shall be made at the rank of Professor, Teaching Professor, Librarian, Archivist, Curator or Senior Counsellor with the support of the selection committee. However, a candidate at any other rank who already holds tenure at another university may be considered for an appointment that confers tenure from the date of appointment.
- 1.9 The rank of Lecturer shall only be used in the Faculty of Medicine and is generally deemed to be parallel to the rank of Instructor.

## Article 2: Recognition of the Association

- 2.1 The Governors recognize The Faculty Association of the University of Calgary (the Association) as having the exclusive authority, on behalf of the academic staff members, to negotiate and enter into an Agreement as provided for in the *Post-Secondary Learning Act and Alberta Labour Relations Code*.

## Article 3: Management Rights

- 3.1 The Association recognizes the power, authority, right and responsibility of the Governors to manage the operations of the University of Calgary in all respects, except as specifically abridged or modified by this Agreement. The Governors agree that it will exercise its management functions in a manner which is not inconsistent with the provisions of this Agreement.

## Article 4: Recognition of the General Faculties Council

- 4.1 The Governors and the Association recognize the power, authority, right and responsibility of the General Faculties Council pursuant to the provisions of the *Post-Secondary Learning Act*, as amended.

## Article 5: Technical Clauses

### 5.1 Legislation and the Collective Agreement

- 5.1.1 Where this Agreement confers a right or benefit which is superior to that provided by a statute passed by the Government of Canada or Alberta, such superior right or benefit shall prevail.

- 5.1.2 In the event that any statute passed by the Government of Canada or Alberta renders null and void, or alters, any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of this Agreement, a mutually agreed upon provision to be substituted for the provision thus affected.

### 5.2 Publication of the Collective Agreement

- 5.2.1 The Collective Agreement will be posted on the websites of the Faculty Association and Human Resources.

5.2.2 The Governors shall, at the time of appointment, provide each new member of the academic staff with a link to the Collective Agreement.

### 5.3 Notices

5.3.1 Any notice under this Agreement required to be given shall be deemed to have been sufficiently served if delivered or mailed to:

Provost and Vice-President (Academic)  
University of Calgary  
and, in the case of the Association, to:  
President  
The Faculty Association of the University of Calgary

## Article 6: Academic Freedom

6.1 The University is committed to the pursuit of truth and the advancement of learning as well as to the dissemination of knowledge. The Parties to this Agreement subscribe to the principles of academic freedom, that is, the right of the academic staff to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize, to write, to publish and the like freely, without pressure, direct or indirect, to conform to or defer to prescribed doctrines, and recognize the right of academic staff to engage in these activities. Academic freedom includes the duty of scholarly integrity to use that freedom in a manner consistent with the responsibility to base research and teaching on an honest search for knowledge. Academic staff members also have the same general right to freedom of expression as is enjoyed by any person.

## Article 7: Non-Discrimination

7.1 The Parties agree that the Governors, the Association, and the members of the Association shall not discriminate against any member of the academic staff by reason of race, political or religious affiliation or beliefs, colour, sex, sexual orientation, gender identity, physical characteristics, marital status, family relationships, age, ancestry or place of origin, or membership or activity in the Association as provided under the terms of this Agreement.

The foregoing does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational qualification.

7.2 The Parties agree that a member of the Association or a person acting as an officer of the University shall not participate in the determination of any matter covered under this Agreement in respect of a member of the staff member's immediate family.

## Article 8: Harassment

8.1 The Parties agree that they are opposed to harassment at this University. No Party to this Agreement, member of the academic staff, or officer or representative of the Governors shall be subjected to harassment by the Governors, officer or representative of the Governors, the Association, or any member of the Association.

8.2 Harassment is:

- a) oral, written, or physical behaviour or visual display that, when viewed objectively, is of an abusive nature; or
- b) oral, written, or physical behaviour or visual display that, when viewed objectively, is persistent and annoying, and which the instigator knows, or ought reasonably to know, creates an intimidating, hostile, or offensive working or learning environment.

8.3 Harassment can also be a pattern of such actions. The reasonable exercise of administrative authority does not of itself constitute harassment. The giving of negative performance feedback to an academic staff member or by an academic staff member to a student does not of itself constitute harassment.

8.4 No member of the academic staff shall be subjected to harassment, intimidation, or coercion by either the Governors or the Association by reason of participation in the legitimate activities of the Association or by virtue of criticism of, or refusal to participate in, the Association and/or its activities.

8.5 Allegations concerning harassment shall be dealt with in accordance with the Harassment Policy established by the Governors.

8.6 The Harassment Policy shall not be altered in any way that materially affects academic staff members prior to meaningful consultation with the Faculty Association and the Academic Staff Harassment Advisory Committee (established under Article 8.10).

8.7 Nothing in the Harassment Policy shall preclude or diminish the following rights of academic staff members:

- a) The right of respondents and complainants to be advised of their rights to representation prior to and during any discussion, meeting, hearing or other process undertaken pursuant to the Harassment Policy.

- b) The right of academic staff members of the Association to file grievances regarding harassment in accordance with the provisions of Article 24; and
  - c) The rights or protections of academic staff members in accordance with any of the provisions of this Agreement. Without limiting the foregoing, specific attention is drawn to Article 6 (Academic Freedom), Article 7 (Non-Discrimination), and Article 20 (Discipline).
- 8.8 No action shall be initiated against an academic staff member solely on the basis of an anonymous complaint.
- 8.9 A member of the academic staff alleging harassment or against whom a complaint of harassment has been made shall be entitled to be represented or accompanied by a person appointed for that purpose by the Association and shall be advised as such prior to any meetings.
- 8.10 At least every five (5) years, as part of the University's policy revision process, an Academic Staff Harassment Advisory Committee, chaired by the Protected Disclosure Advisor and including one (1) representative appointed by the Association, one (1) representative appointed by the Provost and Vice-President (Academic), and four (4) representatives jointly appointed by the Association and the Provost and Vice-President (Academic), will be established. The Committee will review the Harassment Policy and recommend amendments to the Governors.

## Article 9: Dues Check-Off

- 9.1 The Governors agree to deduct an amount equal to the regular monthly membership dues as assessed by the Association from the compensation payable to all academic staff members who are covered by this Agreement.
- 9.2 The amounts deducted under the above paragraph shall be remitted to the Association no later than the fifteenth (15th) day of the month following the month in which the deduction is made. The Association shall ensure that the Payroll Manager receives written notice of any change in the amount of regular monthly dues to be deducted no later than one week prior to the first day of the month in which the change is to be effected. A change in the amount of dues to be deducted will not be implemented retroactively.
- 9.3 Academic staff members who have conscientious or religious objections to membership in the Association may make a declaration to that effect in accordance with the by-laws of the Association. Association dues paid by such members shall be transferred by the Association to the University Scholarship Fund, or to such other general charitable or educational funds as the Association from time to time may select under its by-laws.

## Article 10: Rights and Privileges of the Association

- 10.1 The Governors agree to provide the Association with the following in connection with the conduct of the business of the Association and at a cost to be agreed upon by the Parties: office space, telephone service, electronic mail service, internet service, and electronic mail distribution service. Further, the Governors will provide six (6) months' notice of any plan to move the Association offices. Any replacement of office space shall be of comparable size and features and shall be provided without additional cost to the Association.
- 10.2 The Governors agree that the Association shall be entitled to use meeting rooms on the University premises for the conduct of Association business subject to availability, normal scheduling requirements, and rates and regulations established for similar University users.
- 10.3 Members of the Board of Directors and Departmental Representatives shall be permitted to transact official business of the Association on the premises of the University provided that such business shall not interfere with normal University operations.
- 10.4 An employee of the Association may represent an academic staff member in respect of matters covered by this Agreement. However, an Association employee may not serve as a substitute for an academic staff member in respect of any provision of this Agreement, which specifies the involvement of the latter.
- 10.5 Where this Agreement recognizes the right of the Association to have a member representative or observer serve on a University committee, that member representative or observer must be a member of the academic staff, subject to 10.4.
- 10.6 The Governors recognize the right of academic staff members to participate in meetings of the Association provided that such participation does not interfere with the performance of their duty to the University. Changes in teaching schedules and/or other assigned duties are subject to the approval of the Dean or administrative equivalent.
- 10.7 The Governors agree that the Association shall be entitled to use photocopying, printing and other reproduction services, computing facilities, audio-visual equipment and postal services of the University subject to availability and rates and regulations established for similar University users.
- 10.8 Members named by the Association on any University committee shall receive the notices, data, and materials given to other members of the committee to which the members have been named. The Faculty Association shall receive copies of such notices.



- 10.9 Members named by the Association on any University committee shall be bound by the ordinary rules of confidentiality that apply to all other committee members, except that they may consult in confidence with the officers and staff of the Association on a need-to-know basis with respect to the business before the committee that affects the Association's ability to adequately represent academic staff members.
- 10.10 The Association shall be entitled to appoint two (2) non-voting members to The University Budget Committee and to any successor committee with a like function and shall be entitled to appoint one (1) non-voting member to The University Planning Committee and to any successor committee with a like function.
- 10.10.1 The Governors and the Association shall jointly recommend to the General Faculties Council (GFC) the continuation of Faculty Association voting representation as well as a non-voting resource person on any committee established for review of GFC criteria documents or other matters affecting Articles 28 and/or 29 (previously GFC's Appointment Promotion and Tenure Committee).
- 10.11 Release Time for Officers
- 10.11.1 The Governors have an interest in maintaining the Association's ability to adequately represent academic staff members in matters affecting the mutual interest of the Governors and the academic staff. To this end, the Governors acknowledge the right of the Association to secure release time for academic staff members in order to further the work of the Association in accordance with this Article 10.9.
- 10.11.2 The Association may determine which of its officers shall be released from regular academic duties, and for what period of time.
- 10.11.3 Normally, the officers who shall be provided with release time shall be the President of the Association, the Grievance Advisor and the Principal Negotiator. The Association may also from time to time secure the release of other officers, or of members elected or appointed to positions in the Canadian Association of University Teachers, Confederation of Alberta Faculty Associations or to the Universities Academic Pension Plan Board of Trustees. Such members shall be treated as officers for the purpose of this Article 10.9.
- 10.11.4 The Association may secure the release of other members of the Association on a short-term basis for specific purposes. Release time for such members shall be granted provided that satisfactory arrangements can be made to cover the member's assigned duties during the period of release time.
- 10.11.5 The Association will inform the Governors of the names of the officers for whom release time shall be granted as soon as those officers are elected or appointed, normally not later than May 1 of any year for a term of office that begins on July 1. When this is not

possible, the Association shall give as much notice as possible of the effective date of appointment or election of an officer for whom release time shall be provided.

- 10.11.6 Release time provided shall be without any loss of salary or benefits, and shall count as qualifying service toward research and scholarship leave as set forth in Article 16.
- 10.11.7 In order to provide for staff replacement during the period of release, the Association shall provide the officer's Department/Faculty an annual amount on a term by term basis. The annual amount shall be \$36,000 for half-time release, and 2 x \$36,000 for full-time release for officers who are members of the academic staff.
- 10.11.8 If an officer resigns from a position for which release time was purchased, the Association shall pay the Department/Faculty a pro-rated amount for the term or terms in which time was released.
- 10.11.9 The Governors agree to provide the Association an annual amount of \$100,000 in order to assist the Association to purchase release time under these provisions.
- 10.11.10 Officers for whom release time is purchased shall be awarded a 1.4 merit increment with respect to the time released for service to the Association. This merit increment shall be pro-rated in accordance with the fraction of time released for service to the Association, and shall not be funded from the merit increment pool of the officer's Faculty. For the portion of time not released for service to the Association, the normal assessment and merit increment processes will apply.
- 10.12 In assessments of members' performance, service to the Association shall be considered as Service within the meaning of Section 3.4 of the *Procedures Pertaining to Appointment, Promotion, and Tenure of Academic Staff*.
- 10.13 Leave with pay shall be granted to Association members to permit their attendance at meetings and conferences as delegates or representatives of the Association. The normal approval processes set forth in Article 18, Clause 18.2, shall apply to such leaves.
- 10.14 Multi-Term Service as President
  - 10.14.1 A staff member who has served for three consecutive years as President of the Association shall be granted a six-month special research and scholarship leave at 100% of the staff member's academic rank salary for the purpose of assisting the staff member to reconnect with the staff member's discipline.
  - 10.14.2 The provisions of Article 16 apply to this special research and scholarship leave except as noted in Article 10, Clause 10.12 and sub-clauses.

- 10.14.3 The special research and scholarship leave will commence on July 1 immediately following completion of the term of office as President.
- 10.14.4 The special research and scholarship leave shall be subject to the provision to the Dean and the Provost and Vice-President (Academic) of an application outlining the proposed utilization of the research and scholarship leave and the arrangements for the staff member's academic duties and responsibilities during the period of the research and scholarship leave.
- 10.14.5 Notwithstanding the provisions of Article 16, Clause 16.3.1, only the qualifying service earned while President of the Association will be considered cancelled on account of the granting of the special research and scholarship leave.
- 10.14.6 Notwithstanding the provisions of Article 16, Clause 16.6 and sub-clauses, the special research and scholarship leave granted cannot be deferred without the express agreement of the Parties.
- 10.14.7 Notwithstanding the provisions of Article 16, Clause 16.13, completion of the special research and scholarship leave in accordance with the proposal will be recognized with a merit increment of 0.6 (i.e. 1.2 pro-rated for the six-month period of the research and scholarship leave).
- 10.14.8 At the request of the staff member, the special research and scholarship leave may be combined with a regular six-month research and scholarship leave, subject to qualifying service and an application approved in accordance with the provisions of Article 16.

## Article 11: Information

- 11.1 The Association agrees to respect the confidentiality of personal information and the privacy of individuals and undertakes that information provided pursuant to this Article 11 shall not be published or otherwise used in ways that could result in the identification of individual academic staff members.
- 11.2 The Governors shall provide the Association with access through the University of Calgary's business systems on an ongoing basis to report on the following information for each member of the bargaining unit holding a Continuing, Contingent Term, or Limited Term appointment:
- a) name
  - b) UCID number
  - c) date of birth
  - d) gender
  - e) date of current appointment and service date

- f) appointment category (Continuing, Contingent Term, Limited Term)
  - g) rank / position
  - h) Department
  - i) extent of duties (full-time, fraction of full-time)
  - j) appointment status (Tenure-track, with Tenure) and term
  - k) approved research and scholarship leave and other leaves
  - l) rank salary
  - m) market supplement
  - n) overload stipends (note that if the overload stipend is not annualized, the period of payment will also be reported)
  - o) merit increment awarded in the promotions committee process
  - p) hospital address (for members of the Faculty of Medicine)
  - q) any other form of taxable income paid by the university
  - r) home address
  - s) preferred email address
- 11.3 The Governors shall provide the Association with access through the University of Calgary's business systems on an ongoing basis to report on the following information for each contract with a member of the bargaining unit holding a Sessional appointment:
- a) name
  - b) UCID number
  - c) date of birth
  - d) gender
  - e) term of appointment
  - f) department
  - g) extent of duties (expressed in half-course equivalents)
  - h) approved leaves
  - i) salary and period of payment
  - j) salary step
  - k) any other compensation, excluding administrative honoraria
  - l) circumstances for the appointment (as specified in Article 23, Clause 23.2) or if the appointment is post-retirement
  - m) home address
  - n) preferred email address
- 11.4 The Governors shall provide the Association in July with a listing of all courses taught for degree credit at the University and the corresponding instructor of record of each section of each course, as recorded in the timetable database, for the preceding academic year.
- 11.5 The Governors shall provide the Association with the following lists each month showing the name, rank, and Department of academic staff members subject to dues check-off pursuant to Article 9, Clause 9.1:
- a) a complete list of academic staff for that month; and

b) the changes (additions and terminations) that have occurred during the month and the reasons therefore.

11.6 The Governors will provide a monthly list of members who are on unpaid leave, and therefore are not paying dues to the Association. The list shall specify the nature and dates of the unpaid leave.

11.7 The Governors shall report to the Association on any "Reduced Duties Leading to Retirement" arrangements, including arrangements proposed for reassigning the academic staff member's duties prior to the date of retirement. Reports will be made case-by-case within thirty (30) calendar days of approval by the Provost and Vice- President (Academic). The Governors shall report annually on any known changes in proposed arrangements previously reported.

11.8 The Governors agree to advise the Association annually by September 30 as to the number of bargaining unit members covered and the cost (by class, where applicable) to the Governors for each of the following benefits:

- Group Accidental Death and Dismemberment Insurance
- Alberta Health Care Insurance
- Dental Insurance
- Extended Health Insurance
- Long-Term Disability Insurance
- Group Life Insurance
- Adoption Leave
- Death Benefit
- Maternity Leave
- Professional Expense Reimbursement
- Sick Time

and for such other benefits as may be subsequently negotiated pursuant to Schedules "A" and "B": Salaries and Economic Benefits.

11.9 The Governors shall report any premium adjustment to the Association within one (1) month of being notified of the change.

11.10 The Governors shall provide the Association with the following information on each Market Supplement offer within two weeks following the date of acceptance.

- name
- rank
- department
- salary
- amount of Market Supplement
- date and duration of Market Supplement

- reasons for Market Supplement as accepted by the Provost and Vice-President (Academic)
  - source of funds
- 11.11 The Governors will provide the Association access to the University portal on an ongoing basis.
- 11.12 The Governors will advise the Association when an academic staff member's electronic account has been accessed without their permission, except when accessed for routine operation of a business unit. Where notification is necessary, the person who authorized access, the reason for access, and the name of the individual will be provided.
- 11.13 The Governors will provide the Association access and ownership of the three Mailman lists of Association members (or similar if technology changes). These lists will be continually updated by the Governors.
- 11.14 The Governors will provide the Association with read-only access to academic staff members' performance reports on an ongoing basis.
- 11.15 With regard to the Provost Fund, the Provost will provide an annual report in early Fall to the Association listing the amount allocated to the fund; the name, rank, department and amount of adjustment; and the name, rank and department of the proposed adjustments that were not approved; as well as a noting of unspent funds at the conclusion of the academic year.
- 11.16 The Governors will provide an annual list in September of members of the Senior Leadership Team and a list of academic administrators (e.g. Heads, Directors, Vice-Deans, Associate Deans), including name, position and term of appointment.
- 11.17 The Governors will provide in October a list of the results of the tenure and renewal process for the current year and a list of those eligible for tenure or renewal of Tenure-track appointments.
- 11.18 The Governors will provide in May a list of Contingent Term or Limited Term appointments scheduled to expire within the next six months identifying which ones will not be renewed.
- 11.19 The Governors shall provide the Association with the name of any Sessional appointee that is admitted to and/or removed from the Universities Academic Pension Plan.
- 11.20 The Governors will provide an annual list in April of those who received a taxable benefit through the housing assistance program providing the name, department and amount of the taxable benefit for the previous tax year.

- 11.21 The Governors shall provide the Association with the following information:
- a) a copy of each general mailing from the Governors to the Association membership, to be sent to the Association at the same time as the general mailing; and
  - b) a copy of each public statement made by, or on behalf of, the Governors, to be provided to the Association not later than the time the statement is made public.
- 11.22 The Association shall provide the Governors with the following information:
- a) a copy of each general mailing from the Association to its members that is not deemed to be confidential by the Association - to be sent to the Governors at the same time as the general mailing; and
  - b) a copy of each public statement made by, or on behalf of, the Association - to be provided to the Governors not later than the time the statement is made public; and
  - c) lists of the members of the Board of Directors of the Association, the Departmental Representatives, and all other persons authorized to represent the Association - to be provided to the Governors on execution of this Agreement; the Association shall advise the Governors of any subsequent changes in the lists as they occur.
- 11.23 The Governors shall provide the Association with a report by March 31 of every year including the number of applicants for research and scholarship leave, and the number of applications approved for research and scholarship leave. For departmentalized faculties, the report will include the departments of each applicant.

## Article 12: Workload Assignment

- 12.1 All academic staff members are expected to undertake activities appropriate to the responsibilities of their rank or position as outlined in the *Procedures Pertaining to Appointment, Promotion, and Tenure of Academic Staff* approved by General Faculties Council and the terms of their appointment. Any specific duties required of an academic staff member shall be assigned in accordance with this Article 12.
- 12.2 Each Dean or equivalent shall make available to the academic staff of the faculty or unit the process and factors taken into consideration for workload assignment.

Located towards the end of the Collective Agreement, Letters of Understanding, on the Recognition of Graduate Student Supervision and on Independent Study Courses contain more detailed information for workload considerations.

- 12.3 Department Heads or equivalent have the authority to assign work to academic staff members. Duties are assigned following consultation in good faith, with the academic staff member, subject to the approval of the Dean or equivalent. Workload shall normally be assigned by April 30.
- 12.4 The assignment of workload shall be in accordance with the process and factors in Article 12.2 and shall consider the equitable distribution of the overall workload of the Department or Unit and the full range of institutional responsibilities and workload of the academic staff members, as well as their individual preferences.
- 12.5 While the duties of academic staff members will necessarily vary, such duties shall be assigned in a reasonable and non-arbitrary manner.
- 12.6 In order to promote scholarship and effective teaching within the University, the duties of an academic staff member may be adjusted by the Department Head or equivalent, with the approval of the Dean or equivalent in consultation with, or at the request of, the academic staff member.
- 12.7 Events and circumstances may arise from time to time that would best be handled by the assignment of additional duties to regular academic staff.
- 12.7.1 Where an academic staff member agrees to the assignment of additional duties and there is a corresponding reduction of the staff member's regular assigned duties in a previous or subsequent period and no extra remuneration, it is agreed that the matter can be addressed under the provision of this Article.
- 12.7.2 Overload duties shall not be assigned unless voluntarily agreed to by the academic staff member.
- 12.7.3 Overload duties shall not be assigned to any academic staff member holding a less than full-time appointment. When additional duties are assigned to Continuing, Limited Term or Contingent Term appointees holding less than a full-time appointment, the terms of the appointment shall be amended to reflect the proportion of such additional duties.
- 12.7.4 The assignment of overload duties requires the written approval in advance by the Dean or equivalent.
- 12.7.5 An academic staff member assigned overload duties shall receive extra remuneration in accordance with Schedule "A".
- 12.7.6 Nothing in this section is intended to diminish in any way or impinge on the authority and role of the Department Head or equivalent or the Dean or equivalent with respect to the assignment of duties in accordance with this Article of the Collective Agreement.



- 12.8 Teaching duties in the Spring or Summer Session may be assigned as part of regular assigned duties for academic staff in the Instructor ranks, but not for academic staff in the Professor ranks, unless voluntarily agreed to by the academic staff member.
- 12.9 An academic staff member who teaches in Spring and Summer Sessions in addition to regular assigned duties shall receive extra compensation for such teaching in accordance with Schedule "A".
- 12.10 All Continuing, Contingent Term, and Limited Term academic staff (teaching and research) and (administrative and professional), whether full-time or part-time, are required to perform their duties on a 12-month basis, inclusive of the vacation period. However, if the terms of the appointment specify a shorter period of continuing part-time employment, the vacation period shall be prorated and included within the period of employment.
- 12.11 An academic staff member shall not be required to teach:
- a) non-credit courses; or
  - b) credit courses which require the presence of the academic staff member at locations outside the City of Calgary

unless the academic staff member's terms of appointment provide for such assignments. When such duties are assumed on a voluntary basis, the academic staff member will normally be paid extra compensation unless the academic staff member has agreed to perform the duties without extra compensation.

## Article 13: Outside Professional Activity

- 13.1 "Outside Professional Activity" (O.P.A.) refers to those activities which the academic staff member performs as a community service unless otherwise contractually arranged with the Governors or those for which the academic staff member may receive remuneration.
- O.P.A. is normally restricted to activities associated with the academic staff member's major academic interests as an employee of the University of Calgary.
- 13.2 The Governors acknowledge the importance of O.P.A. to the professional development of academic staff members and to the exercise of their University responsibilities. In recognition that O.P.A. offers valuable opportunities to enrich teaching and research, and to share the knowledge, skills, know-how and other resources of the institution with the community at large, the Governors encourage the involvement of academic staff members in O.P.A.

- 13.3 O.P.A. must not detract from or interfere with the staff member's ability to render full service to the University in other areas of responsibility. Responsibility for ensuring compliance with this requirement rests with the Dean of the Faculty concerned.
- 13.4 The Governors expect academic staff members will adhere to high standards of professional conduct and ethics. Academic staff members shall not use the University, its resources or the privileges of their appointment to compete unfairly with professionals outside the University.
- 13.5 An academic staff member shall disclose in advance to the Dean, or Department Head if delegated, all proposed major O.P.A. The academic staff member shall further disclose annually a record of all O.P.A. including a specific accounting of the time commitment as may be stipulated under Faculty guidelines.

No academic staff member shall be required to violate ethical requirements of the member's profession or such legal constraints as may apply including the disclosure of the names of clients except as required pursuant to Article 13, Clauses 13.7 and 13.7.1.

The academic staff member may, in the member's discretion, include the annual O.P.A. report in the Academic Performance Report to the President which is required under GPC procedures.

- 13.5.1 For the purposes of this Article, major O.P.A. is defined to be any O.P.A. which involves any of the following:
- a) a leave, as defined in Article 18: Leaves; or
  - b) the re-assignment or rescheduling of the academic staff member's normal duties; or
  - c) the use of university space, resources, facilities, equipment, personnel; or
  - d) the employment of other academic staff members, other employees of the University, or students qua students, under any form of contract of employment whatever; or
  - e) any O.P.A. which will occur during a period of leave pursuant to Articles 16, 17 or Article 18, Clause 18.4.
- 13.5.2 Compensation for O.P.A. authorized as part of the activities during a research and scholarship leave or professional fellowship leave shall not be considered "compensation" for the purposes of Article 16, Clause 16.19.1 or Article 17, Clause 17.11.
- 13.5.3 Compensation for O.P.A. authorized as part of the activities during an Assisted Study Leave shall not be considered "outside aid" for the purposes of Article 18, Clauses 18.4.10.1 and 18.4.10.2.

- 13.5.4 Documentation related to the disclosure of O.P.A. shall be treated with the strictest confidence and shall be made available only to those required to have access to such information pursuant to the provisions of this Article.
- 13.5.5 Administrative decisions made by a Dean under this Article shall be communicated to the academic staff member in writing and shall state the reasons for each such decision.
- 13.6 The Parties recognize the need for flexibility at the Faculty and Department level in the development of appropriate O.P.A. guidelines relative to the legitimate interests of both the Governors and the individual academic staff member. Towards this end, Faculty Councils or equivalent shall establish appropriate procedural guidelines consistent with this Article. Deans have the responsibility to administer Faculty guidelines.
- 13.6.1 Faculty guidelines will normally include direction on the use of Faculty and Department resources, student participation, absences, reporting processes, and other matters as deemed appropriate from time to time. In addition to the requirement in Article 13, Clause 13.5 a Faculty guideline may require prior disclosure of all O.P.A. Guidelines shall be subject to approval by the Provost and Vice-President (Academic).
- 13.6.2 A current copy of each guideline established pursuant to Article 13, Clauses 13.6 and 13.6.1 shall be provided to the Association before such guideline shall come into effect.
- 13.6.3 Where faculties have not established guidelines pursuant to Article 13, Clauses 13.6, 13.6.1, and 13.6.2, the Vice-President (Research) in consultation with the Provost and Vice-President (Academic) shall establish such guidelines. Such guidelines must conform to the requirements of Article 13, Clauses 13.6, 13.6.1, and 13.6.2. Any such guidelines established may be replaced by guidelines subsequently developed by the Faculty Council pursuant to Article 13, Clauses 13.6, 13.6.1 and 13.6.2.
- 13.7 An academic staff member shall not engage in O.P.A. which creates or constitutes a conflict of interest in view of the academic staff member's appointment to the academic staff of the University. In particular, academic staff members shall disclose to the Dean all instances in which the academic staff member has a significant interest in a business enterprise which does or proposes to do business with the University.
- 13.7.1 Should a Dean have reason to believe that an academic staff member has or will have a conflict of interest with respect to a specific O.P.A., the Dean may request in writing that the academic staff member respond in writing to specific questions, the answers to which are reasonably required to determine whether a conflict of interest exists or will exist. No such reasonable request shall be refused by the academic staff member.
- 13.8 If the use of University resources is permitted for O.P.A., the requirements of applicable Governors policies and Faculty guidelines must be met and University programmes shall have priority. Academic staff members who wish to use University

resources for work on private commission or hire shall have user's agreement with the Governors. Such agreement shall establish the terms of use, liability and indemnification, user fees and other related arrangements.

13.8.1 An academic staff member who engages in O.P.A. shall covenant and agree to indemnify and hold harmless from and against any loss, injury or damage which the Governors may or could suffer arising in any way out of or in relation to such activity.

13.9 When engaged in O.P.A., academic staff members shall not hold themselves to be agents of the University.

13.10 An academic staff member may appeal decisions affecting O.P.A. only in accordance with the provisions of this Article.

13.10.1 Prior to initiating a formal appeal the academic staff member shall meet with and seek to resolve the matter in discussion with the Dean or equivalent.

13.10.2 Should the matter fail to be resolved under Article 13, Clause 13.10.1, the academic staff member may appeal in writing to the Provost and Vice-President (Academic). At the request of either party a meeting shall be held in an attempt to resolve the matter.

13.10.3 If the matter is not resolved under Article 13, Clause 13.10.2 a further appeal may be made to a panel of three members of the staff of the University of Calgary holding academic appointments. Each of the Parties to this Agreement shall appoint one member to the panel. Together these two panel members shall jointly agree upon a third member, chosen from outside the Faculty in which the dispute arose, who shall be the Chair. No person shall serve on the panel if that person has been previously involved in the dispute. The panel may establish such procedures as it sees fit, subject only to the requirement that both the Governors and the Faculty Association are informed of the procedures at least five working days in advance of any hearing and that the procedures conform to the principles of natural justice and due process. The majority decision of the panel shall be final and binding on all parties.

If the original two appointees are unable to agree on a Chair within twenty (20) working days from the date the second nominee is appointed, the Chair will be selected by lot from a panel of seven senior staff members holding academic appointments. The panel shall be established annually, prior to July 1 by agreement of the President of the Association and the President of the University of Calgary.

13.10.4 The Faculty Association shall have the right to have a representative present at steps of the appeal procedure pursuant to Article 13, Clauses 13.10.2 and 13.10.3. The Faculty Association shall be notified at least five working days in advance of any meeting or hearing pursuant to these Clauses.

## Article 14: Compensation

- 14.1 All compensation matters, including among others salary adjustments, salary scales and benefit programs, are contained in Schedules "A" and "B" of this Agreement.

## Article 15: Salary Anomalies

- 15.1 The Governors may increase the salary of a continuing, contingent-term or limited-term academic staff member to address an anomaly in the academic staff member's base salary rate that can be demonstrated to have been present at the time of hire. A salary anomaly is not to be confused with a market supplement.

Commencing July 1, 2014, the salary anomaly review shall be limited to within ten (10) academic years of the time of hire.

- 15.2 Cases of possible salary anomaly shall be considered, relative to other cases in the same Department or other appropriate academic unit, on the basis of the following criteria:

- a) relevant experience (teaching, research/scholarly activity and service) at the time of hire;
- b) highest relevant degree;
- c) salary on commencement of the time of hire.

- 15.3 Where a Dean or administrative equivalent believes that a salary anomaly exists, the Dean shall write to the Provost and Vice-President (Academic) setting out the basis for the alleged anomaly and recommending the amount of salary adjustment required to address it. In a departmentalized Faculty, the Dean's recommendation shall be made following receipt of the advice of the appropriate Department Head.

- 15.4 Where a member of the academic staff believes that a salary anomaly exists but the Dean or administrative equivalent does not concur, the staff member may submit the case directly to the Provost and Vice-President (Academic).

- 15.5 The Provost and Vice-President (Academic) shall establish a Salary Anomalies Advisory Committee with the following membership:

- a) the Provost and Vice-President (Academic), or designate, who shall Chair the committee;

- b) two members of the General Promotions Committee, selected by the Provost and Vice- President (Academic);
  - c) the President of the Faculty Association, or designate;
  - d) one member of the academic staff appointed by the Faculty Association;
  - e) one member of the academic staff, appointed by the Provost and Vice-President (Academic);
  - f) both the Provost and the Faculty Association may appoint a non-voting resource person to this committee.
- 15.6 The Salary Anomalies Advisory Committee guidelines will normally be distributed to Deans by Human Resources (HR) by mid-January. Deans will identify the case(s) to be considered for salary anomalies by the end of January. By the end of February, HR will provide the Deans with a list of potential cases and the template to be used for comparisons. The template for individual staff members applying to the committee on their own behalf will be made available in mid-January.
- 15.7 A possible salary anomaly may be addressed by an adjustment being made to the staff member's current base salary. Such an adjustment shall take effect on July 1 following the meeting of the Salary Anomalies Committee, and the amount shall not be retroactive (i.e. it will NOT be considered as if the salary had been higher at the start of the current appointment). In addition to this adjustment, the committee may consider recommending a one-time payment in recognition of length of service at the University of Calgary, the maximum number of years that can be considered is five (5).
- 15.8 The Salary Anomalies Advisory Committee shall normally meet once annually in the spring to consider all cases brought to its attention and provide advice to the Chair.
- 15.9 The Chair will advise the Dean, the academic staff member, and the Committee of his/her decision within ten (10) work days of receiving the advice.
- 15.10 The academic staff member or the Dean (with the academic staff member's consent) has ten (10) work days to appeal the decision. The Salary Anomalies Advisory Committee will reconvene to consider any appeals at which time the academic staff member and/or the Dean will be provided the opportunity to make a presentation.
- 15.11 The decision of the Chair shall be final and binding, and shall be implemented July 1 immediately following. A copy of the decision of the Chair shall be provided to the committee. All deliberations and decisions of the committee shall be kept confidential.

- 15.12 Without the explicit permission of the Provost and Vice-President (Academic), salary anomaly applications will only be considered by the committee once.

## Article 16: Research and Scholarship Leaves

- 16.1 These regulations apply to members of the academic staff holding full-time or part-time Continuing, Contingent Term, or Limited Term academic appointments.
- 16.2 The primary purpose of granting a research and scholarship leave is to enhance the quality of the academic staff member as a scholar and as a teacher, thereby assisting the University to achieve greater excellence in its basic areas of responsibility: effective teaching and the advancement of learning.
- 16.2.1 A research and scholarship leave will be granted only when the proposed utilization of the research and scholarship leave will be of mutual benefit to the staff member and the University. The benefit shall be judged in terms of any combination of research, scholarly work and teaching.
- 16.2.2 Research and scholarship leave proposals involving course work and/or projects qualifying for credit toward a degree or professional certification are not normally considered adequate justification for a research and scholarship leave. However, proposals for research and/or scholarly activity which may satisfy degree or professional certification requirements will be considered if the recommendation for approval by the staff member's Head of Department and Dean clearly demonstrates that the proposal will be of significant benefit to the University.

16.3 A staff member may make application for a research and scholarship leave in accordance with the following schedule:

Qualifying Service	Length of Research and Scholarship Leave	Maximum Assistance During Research and Scholarship Leave Period Based on
3 years	6 months	87.5% of staff member's academic rank salary
6 years	12 months	87.5% of staff member's academic rank salary
6 years	6 months	100% of staff member's academic rank salary

Notwithstanding the above, the first research and scholarship leave granted after the staff member receives tenure (“First RSL”) will be paid with a maximum assistance during research and scholarship leave based on one hundred percent (100%) of the staff member’s academic rank salary. This First RSL is only available to staff members who apply for and receive tenure through the University of Calgary tenure process and not to those who are appointed with Tenure.

**Note:** *Special regulations apply to members of the academic staff who serve five (5) years as Department Head or Associate Dean; see Article 17.*

16.3.1 The service of a staff member while holding a full-time Continuing, Contingent Term, or Limited Term appointment on the academic staff of the University of Calgary counts as qualifying service, subject to the following:

- a) unpaid leaves of absence beyond an accumulated maximum of six (6) weeks do not count as qualifying service;
- b) paid leaves of absence in excess of eighteen (18) weeks, excluding sick time, do not count as qualifying service unless approved as an exception by the President at the time the leave is granted;
- c) periods during which a staff member has held a Killam Resident Research and Scholarship leave (or similar research and scholarship leave) at the University of Calgary or is on an approved secondment or exchange agreement from the staff member’s regular duties at the University of Calgary shall count as qualifying service;



- d) all qualifying service is cancelled;
    - (i) on resignation / termination of employment;
    - (ii) except as provided for in Article 16, Clauses 16.6.1(c) or 17.2, following a 12- month research and scholarship leave, a 6-month research and scholarship leave with maximum assistance based on 100% of the staff member's academic rank salary or an assisted study leave of absence; and
  - e) the maximum qualifying service which a staff member may carry forward to be counted as qualifying service for a subsequent research and scholarship leave following the staff member's return to regular duties after a 6-month research and scholarship leave with assistance at less than 100% of the staff member's academic rank salary shall not exceed thirty-six (36) months, unless the research and scholarship leave was delayed as provided for in Article 17.2.
- 16.3.2 The service of a staff member holding a part-time appointment shall accrue qualifying service on a pro-rata basis, subject to 16.3.1.
- 16.4 The President may prescribe forms and establish administrative procedures considered necessary to implement the provisions of this Article.
- 16.4.1 Application forms for research and scholarship leave commencing in the next academic year will be available not later than the immediately preceding September 15.
- 16.4.2 Research and scholarship leave applications are normally routed to the Dean through the staff member's Department Head, and the Faculty Research and Scholarship Leave Committee.
- 16.4.2.1 A staff member must submit a research and scholarship leave application form to the Department Head (or Dean in a non-departmentalized Faculty) in the period September 15 to October 15 (both dates inclusive) immediately preceding the academic year in which the research and scholarship leave is to commence.
- 16.4.2.2 A research and scholarship leave application will be considered as an exception to Article 16, Clause 16.4.2.1 only if approved by the staff member's Dean.
- 16.4.3 A staff member whose research and scholarship leave application submitted pursuant to Article 16, Clause 16.4.2.1 is not being supported by the Department Head, Faculty Research and Scholarship Leave Committee, or the Dean shall be provided with a copy of the recommendation not later than the date the Department Head, Faculty Research and Scholarship Leave Committee, or the Dean, as the case may be, forwards the

recommendation to the committee or person next considering the research and scholarship leave application.

16.5 Research and Scholarship Leave Committee

16.5.1 The Dean of each Faculty shall appoint a Research and Scholarship Leave Committee on the advice of the Faculty Council. The Committee shall elect its own Chair.

16.5.2 Responsibilities of the Faculty Research and Scholarship Leave Committee

Faculty Research and Scholarship Leave Committees shall:

- a) receive and review all research and scholarship leave applications as forwarded and recommended by Department Heads;
- b) consider appeals from staff members pursuant to Article 16, Clause 16.22.1;
- c) request additional information and clarification from applicants where necessary;
- d) provide each staff member whose research and scholarship leave application is not being supported with a copy of the Committee's recommendation to the appropriate Dean not later than the date the Committee forwards its recommendation to the Dean pursuant to (e) below;
- e) recommend to the Dean the disposition of the research and scholarship leave applications.

16.6 The arrangements which staff members make in connection with their academic duties and responsibilities during a proposed research and scholarship leave must be consistent with the University's responsibilities, for which Deans and Department Heads have special obligations. It is in this context that authority to make the final decision respecting a research and scholarship leave rests with a staff member's Dean.

Therefore, on the basis of known or projected changes in teaching requirements and/or graduate program commitments in the period during which the research and scholarship leave would be in effect, the Dean may decide not to recommend approval of a request for research and scholarship leave, decide to cancel a previously approved research and scholarship leave, or decide to defer the requirement to submit a detailed research and scholarship leave proposal until such time as the application is to be considered for approval. Such decisions may not be appealed or grieved.

16.6.1 A staff member who is required to forgo a research and scholarship leave or for whom the requirement to submit a detailed research and scholarship leave proposal has been deferred by the Dean pursuant to Article 16, Clause 16.6:

- a) shall have priority at the Departmental level to apply for a research and scholarship leave to be rescheduled;
- b) shall be required to submit a new application as provided for in (a) above, but shall not be required to re-submit a leave proposal unless a substantive change in the research and scholarship leave plan is contemplated; and
- c) shall receive qualifying service credit toward a future research and scholarship leave equal to the amount of regular service accumulated between the date the research and scholarship leave would have commenced and the rescheduled date.

16.6.2 If for any reason it is not possible to reschedule the research and scholarship leave as provided for in Article 16, Clause 16.6.1, the staff member concerned may request that the matter be referred to the Provost and Vice-President (Academic), who, following consultation with the staff member's Department Head and Dean, may approve rescheduling of the leave at such future date and under such terms and conditions as the Provost and Vice-President (Academic) determines to be appropriate.

16.6.3 A staff member whose previously approved research and scholarship leave is cancelled by the Dean pursuant to Article 16.6 shall be eligible for reimbursement for substantiated out-of-pocket expenses directly related to the research and scholarship leave. The expenses must actually be incurred in the period between the date the staff member is advised that the Dean has approved the research and scholarship leave and the date the research and scholarship leave is cancelled by the Dean, provided that within two (2) weeks of being advised in writing that the Dean is considering cancelling the research and scholarship leave the staff member provides the Dean with a detailed written estimate of the amount which will be claimed for reimbursement under this provision if the research and scholarship leave is cancelled.

No amount will be eligible for reimbursement which exceeds the estimate of out-of-pocket expenses provided by the staff member to the Dean.

A claim for reimbursement for out-of-pocket expenses must be documented in a manner considered satisfactory to the University.

16.7 Faculty Research and Scholarship Leave Committees shall forward their recommendations respecting research and scholarship leaves to the respective Deans.

16.8 All research and scholarship leaves are subject to approval by the Dean.

- 16.8.1 The Dean's decision respecting individual research and scholarship leave applications shall be communicated in writing to the staff member and the Department Head by January 15 following the date of application, or as soon as possible thereafter.
- 16.9 The duties of a staff member during a research and scholarship leave include work in accordance with the approved research and scholarship leave proposal.
- 16.10 Staff members shall make appropriate arrangements for handling their academic duties and responsibilities during a research and scholarship leave in consultation with their Department Heads.
- 16.11 Full-year research and scholarship leaves shall normally commence July 1. Six-month research and scholarship leaves shall normally commence on January 1 or July 1. However, requests for other starting dates will be considered.
- 16.12 The research and scholarship leave regulations which shall apply shall be those in effect when the research and scholarship leave actually commences.
- 16.13 A research and scholarship leave does not entail any loss of rank or appointment status. Staff members on a research and scholarship leave shall be subject to assessment on the same basis as all other members of the academic staff.
- 16.14 Research and scholarship leave assistance shall be paid at the end of the month in which earned except for that portion of the assistance which the staff member may receive in a lump sum as a University Research and Scholarship Leave Research Grant pursuant to Article 16, Clause 16.17 not earlier than the date the research and scholarship leave commences.
- 16.15 Entitlement to benefits during a research and scholarship leave is determined by the regulations governing the various benefit policies and/or plans. In general, staff members on a research and scholarship leave are entitled to all benefits, including staff travel and professional expense reimbursements and, where applicable, the University's contributions toward premium costs.
- 16.16 A research and scholarship leave is inclusive of paid annual vacation entitlement accrued during research and scholarship leave period. Except where an earned annual vacation not exceeding one (1) year's entitlement is taken immediately prior to the commencement of a research and scholarship leave or is taken prior to the beginning of fall session classes immediately following a research and scholarship leave, all paid or unpaid leaves of absence forming a continuous leave period with the research and scholarship leave must be approved in writing by the Dean or equivalent.
- 16.17 A staff member may apply to receive a portion of the research and scholarship leave assistance in the form of a University Research and Scholarship Leave Research Grant

- the amount of grant awarded (to a maximum of 25% of the applicant's academic rank salary) to be a deduction from the total research and scholarship leave assistance otherwise payable by the University.

16.18 A staff member may accept and retain, in addition to the research and scholarship leave assistance available from the University, the full amount of outside assistance received as scholarships, research and scholarship leaves, travel grants and the like.

16.19 A staff member shall not engage in any employment for compensation while on a research and scholarship leave unless authorized in writing by the Dean or equivalent on recommendation from the individual's Department Head.

16.19.1 In cases where employment for compensation is authorized, the amount of University research and scholarship leave assistance otherwise payable by the University shall be decreased so that the amount of assistance together with outside compensation shall not exceed 125% of the staff member's academic rank salary for the leave period, plus reasonable travel and other expenses.

16.20 With the exception of 16.21, following a period of research and scholarship leave a staff member is required:

a) to return to the University and render regular full-time or part-time service according to the staff member's appointment equal to the number of months of the research and scholarship leave; the staff member may, as an alternative, reimburse the University for the amount of research and scholarship leave assistance (total University financial support including any amount awarded as a University Research and Scholarship Leave Research Grant) received during the research and scholarship leave period; and

b) within three (3) months of the date on which the research and scholarship leave expires, to submit a written report to the Dean which provides an outline of the staff member's activities during the research and scholarship leave period.

c) 16.20 does not apply in cases where the Dean or equivalent has deferred the approved research and scholarship leave and the contract of the academic staff member is due to terminate at the end of the research and scholarship leave.

16.21 Research and Scholarship Leave Retirement Program

16.21.1 If an academic staff member is interested in retirement at the conclusion of their research and scholarship leave or administrative leave, they must submit a separate notice of retirement to the Dean, as early as possible, but usually after the time the research and scholarship leave or administrative leave is approved and no later than March 31 (i.e. they have to signal they are going to retire before they go on leave).

At the time of application for Research and Scholarship Leave or Administrative Leave, academic staff members are not required to submit their interest in retiring. If applications for research and scholarship leave or administrative leave are approved outside of the regularly scheduled process, an academic staff member must submit a separate notice of retirement to the Dean, as early as possible, but within three (3) months of the leave being approved.

- 16.21.2 The effective date of retirement will be immediately upon the conclusion of a research and scholarship leave or administrative leave. Once an academic staff member submits a notice of retirement, it will be accepted by the Dean or equivalent and cannot be revoked by the academic staff member or the Administration.
- 16.21.3 Academic staff members shall take all vacation entitlement during their research and scholarship leave or administrative leave so that their vacation entitlement balance is at zero at the time of retirement.
- 16.21.4 Article 16.21 applies to academic staff members who are sixty (60) years of age or older with at least fifteen (15) years of continuous service by the end of the research and scholarship leave or administrative leave.
- 16.21.5 For academic staff members who take the Research and Scholarship Leave or Administrative Leave Retirement Program under Article 16.21, Article 16.20 is waived.
- 16.21.6 The Association will be informed when an academic staff member is retiring under this program.

## 16.22 Appeals

- 16.22.1 A staff member may appeal the Department Head's recommendation to the Faculty Research and Scholarship Leave Committee concerning the research and scholarship leave application. The appeal shall be in writing and must be received by the Faculty Research and Scholarship Leave Committee within one (1) week of the date the Department Head forwards the recommendation concerning the application to the Faculty Research and Scholarship Leave Committee. The staff member shall forward a copy of the appeal to the Department Head not later than the date the appeal is submitted to the Faculty Research and Scholarship Leave Committee.
- 16.22.2 A staff member may appeal the Faculty Research and Scholarship Leave Committee's recommendation to the Dean or equivalent concerning the research and scholarship leave application. The appeal shall be in writing and must be received by the Dean within one (1) week of the date the Faculty Research and Scholarship Leave Committee forwards its recommendation to the Dean. The staff member shall forward a copy of

the appeal to the Faculty Research and Scholarship Leave Committee not later than the date that appeal is submitted to the Dean.

16.22.3 A staff member may appeal the decision of the Dean or equivalent not to recommend approval of the research and scholarship leave application or the Dean's decision to cancel the approved research and scholarship leave (except when the Dean's decision is taken pursuant to Article 16, Clause 16.6) to the Provost and Vice- President (Academic). The appeal shall be in writing, with a copy provided to the Dean, and must be received by the Provost within one (1) week of the date the Dean advises the staff member in writing that the research and scholarship leave application is not recommended for approval or takes action to cancel an approved research and scholarship leave

16.22.4 The staff member and the Dean or equivalent shall be provided with a copy of the Provost and Vice- President (Academic)'s decision, which shall be final.

16.23 Interpretation

Any dispute concerning the interpretation of the provisions of this Article shall be processed in accordance with Article 24: Grievance Procedure and Arbitration.

16.24 Interruption of Research and Scholarship Leave

No research and scholarship leave may be interrupted to commence any form of paid or unpaid leave, excluding sick time.

Notwithstanding the above, an academic staff member shall be allowed to terminate an approved research and scholarship leave when:

- a) a circumstance arises that would otherwise entitle the staff member to a leave pursuant to Article 18, Clause 18.7 (compassionate), 18.8.2 (maternity), 18.8.4 (adoption), 18.9 (political), 18.10 (military), 18.11 (court), or sick time; and
- b) the staff member can document to the satisfaction of the Dean or administrative equivalent a reasonable basis for expecting the circumstance will persist for a period of not less than twenty percent (20%) of the research and scholarship leave period.

The date of termination of the research and scholarship leave shall be the date on which the Dean or administrative equivalent receives the documentation or such other date as may be determined by the Dean in consultation with the staff member.

The qualifying service related to the unused portion of the research and scholarship leave shall count as qualifying service credit to be applied to a future research and scholarship leave, subject to the provision of Article 16, Clauses 16.3.1 and 16.3.2.

## Article 17: Administrative Leave

### 17.1 Eligibility

An academic staff member who renders five (5) consecutive years of service as a Department Head or Associate Dean shall be eligible for a 12-month administrative leave at 100% of the academic staff member's salary.

An academic staff member carrying equivalent responsibilities to those holding appointments as Department Head or Associate Dean may qualify for an administrative leave under this article, determined at the discretion of the Provost and Vice-President (Academic) and must be so advised in writing at the time of his/her appointment to the administrative position.

An academic staff member who accepts reappointment of at least three (3) years duration as Department Head, Associate Dean or equivalent shall be eligible for an additional administrative leave pro-rated to the length of service of that appointment, at 100% of the academic staff member's salary. The reappointment start date must be within one (1) year of having completed not less than five (5) consecutive years of service in the same or similar role.

17.2 All qualifying service credit for a research and scholarship leave will be carried forward following an administrative leave, unless other arrangements were approved in writing by the Provost and Vice-President (Academic) at the time the staff member was appointed to the administrative position.

17.3 The service of an academic staff member in an eligible administrative appointment counts as qualifying service for administrative leave, subject to the following:

- a) unpaid leaves of absence beyond an accumulated maximum of six (6) weeks do not count as qualifying service;
- b) paid leaves of absence in excess of eighteen (18) weeks, excluding sick time, do not count as qualifying service, unless approved as an exception by the Provost and Vice-President (Academic) at the time the leave is granted;
- c) all qualifying service is transferred to the accrual of qualifying years of service for research and scholarship leave on resignation from or termination of the administrative appointment.

### 17.4 Application process

- a) Administrative leave is an entitlement for eligible administrative appointees, subject to the submission of an acceptable outline of academic activities that are



planned to be undertaken during the leave. The outline shall demonstrate how the administrative leave will allow an academic staff member to refocus his/her academic responsibilities with a view to enhancing his/her qualities as a scholar and as a teacher, thereby assisting the University to achieve greater excellence in its basic areas of responsibility: effective teaching and the advancement of learning. In addition, the application shall outline the arrangements to be made with respect to graduate student supervision, research personnel, laboratory and other matters, as appropriate to the circumstances of the academic staff member, in consultation with the Department Head or equivalent.

Administrative leave outlines involving course work and/or projects qualifying for credit toward a degree or professional certification are not normally considered adequate justification for an administrative leave. However, proposals for research and/or scholarly activity which may satisfy degree or professional certification requirements will be considered if the recommendation by the staff member's Department Head or equivalent clearly demonstrates that the proposal will be of significant benefit to the University.

The outline shall be submitted to the Dean or equivalent no later than six (6) months preceding the proposed commencement date of the leave. The Dean or equivalent may accept an application at a later date, subject to the ability to make arrangements to fulfill operational requirements effectively.

- b) The Dean or equivalent shall review the outline and decide whether to grant the leave as requested, grant the leave subject to modifications or deny the leave within ten (10) work days of receipt of the application. An administrative leave shall be granted when the proposed outline will be of mutual benefit to the academic staff member and the University. The benefit shall be judged in terms of any combination of research, scholarly work and teaching. Every reasonable effort shall be made by the Dean or equivalent and the academic staff member to formulate an outline for administrative leave that will be of mutual benefit to the academic staff member and the University.
- c) A staff member may appeal to the Provost and Vice-President (Academic) the decision of the Dean or equivalent to not approve the application. The appeal shall be in writing, with a copy provided to the Dean or equivalent, and must be received by the Provost and Vice-President (Academic) within ten (10) work days of the date the Dean or equivalent advises the staff member in writing that the application is not approved.
- d) The Provost and Vice-President (Academic) shall render a decision within ten (10) work days of receiving the appeal. The decision of the Provost and Vice-President (Academic) will be provided to the Dean or equivalent and academic staff member and shall be final.

## 17.5 Rescheduling an Administrative Leave

In exceptional circumstances, on the basis of changes in operational requirements, teaching requirements and/or graduate program commitments in the period during which the administrative leave would be in effect, the Dean or equivalent may reschedule an approved administrative leave. Such decisions may not be appealed or grieved.

In such a case, the academic staff member will have priority in the department or unit over other academic staff members to go on his/her approved leave as soon as requirements and commitments allow.

The academic staff member whose previously approved administrative leave is rescheduled by the Dean or equivalent shall be eligible for reimbursement for substantiated out-of-pocket expenses directly related to the administrative leave. The expenses must actually be incurred in the period between the date the staff member is advised that the Dean or equivalent has approved the administrative leave and the date the administrative leave is rescheduled by the Dean or equivalent. The academic staff member shall provide a detailed written estimate of the amount which will be claimed for reimbursement within two (2) weeks of being advised in writing that the leave is rescheduled. No amount will be eligible for reimbursement which exceeds the estimate of out-of-pocket expenses provided by the staff member to the Dean or equivalent. A claim for reimbursement for out-of-pocket expenses must be documented in a manner considered satisfactory to the University.

## 17.6 Termination of Administrative Leave

Administrative leave may be terminated in the following circumstances:

- a) when an academic staff member is entitled to a leave pursuant to article 18.7 (compassionate), article 18.8.2 (maternity), 18.8.4 (adoption), 18.9 (political), 18.10 (military), 18.11 (court), or sick time; and
- b) when the academic staff member can document to the satisfaction of the Dean or equivalent a reasonable basis for expecting the circumstance will persist for a period of not less than twenty percent (20%) of the administrative leave period.

The date of termination of the administrative leave shall be the date on which the Dean or equivalent receives the documentation or such other date as may be determined by the Dean or equivalent in consultation with the academic staff member.

The academic staff member shall have the option of continuing the administrative leave at the conclusion of the abovementioned leaves or of rescheduling the unused

portion of the administrative leave at a time mutually agreed upon with the Dean or equivalent.

- 17.7 An academic staff member may accept and retain the full amount of outside assistance received as scholarships, grants, travel grants and the like.
- 17.8 Following an administrative leave, a staff member is required to return to the University and render regular full-time or part-time service according to the staff member's appointment equal to the number of months of the administrative leave. The staff member may, as an alternative, reimburse the University for the amount of assistance (total University financial support) received during the administrative leave period.

Notwithstanding the requirement to render service at the conclusion of an administrative leave, academic staff members on administrative leave may participate in the retirement program outlined in article 16. In such a case the term "administrative leave" will replace the term "research and scholarship leave" in the description of the program.

An academic staff member shall submit a written report to the Dean or equivalent which provides an outline of the staff member's activities within three (3) months of the conclusion of the leave.

- 17.9 Administrative leave shall normally commence July 1. However, requests for other starting dates will be considered depending on the termination date of the administrative appointment.
- 17.10 An administrative leave is inclusive of paid annual vacation entitlement accrued during administrative leave period.
- 17.11 A staff member shall not engage in any employment for compensation while on an administrative leave unless authorized in writing by the Provost and Vice-President (Academic) on recommendation from the individual's Department Head or equivalent and Dean or equivalent.

In cases where employment for compensation is authorized, the salary of the academic staff member shall be decreased so that the amount of the salary together with outside compensation shall not exceed 125% of the staff member's academic salary for the leave period.

17.12 Interpretation

Any dispute concerning the interpretation of the provisions of this Article shall be processed in accordance with Article 24: Grievance Procedure and Arbitration.

## Article 18: Leaves

18.1 General Provisions – Information on vacation, sick time, Self-Funded leaves and Reduced Duties Leading to Retirement are detailed in Schedule A.

18.1.1 These general provisions apply to the following discretionary leaves:

- Leaves of Short Duration
- Leave for Urgent Personal Reasons (discretionary 10 work days following the first 10 work days)
- Assisted Study Leave
- Special Leaves
- Secondment
- Career Stop-Out Leave

18.1.2 These general provisions, apart from article 18.1.3, apply to entitlement leaves. Entitlement leaves are as follows:

- Leave for Urgent Personal Reasons (first 10 work days)
- Leave for Compassionate Reasons
- Parenting Leave
- Political Leave
- Military Leave
- Court Leave

18.1.3 All leaves must be applied for in writing and the application routed through the staff member's Department Head or equivalent for recommendation and are subject to approval by the Dean or equivalent, except where otherwise noted that the leave requires approval by the Provost and Vice-President (Academic).

18.1.4 The Provost and Vice-President (Academic) may prescribe forms and establish administrative procedures necessary to implement the leaves provisions covered by this Article.

18.1.5 A Leave of Short Duration, Assisted Study Leave, Special Leave, Secondment or Career Stop-Out Leave may be combined with a research and scholarship leave or an administrative leave with the approval of the Provost and Vice-President (Academic).

A Leave of Short Duration, Assisted Study Leave, Special Leave, Secondment or Career Stop-Out Leave may be combined with another Leave of Short Duration, Assisted Study Leave, Special Leave, Secondment or Career Stop-Out Leave with the approval of the Provost and Vice-President (Academic).

- 18.1.6 No leave, other than sick time, maternity leave, parental leave, or adoption leave shall automatically extend a staff member's term of appointment.
- 18.1.7 The staff member shall make best efforts to assist the Department Head or equivalent in ensuring that satisfactory arrangements have been made to cover the staff member's teaching and/or other assigned duties and responsibilities prior to the commencement of the leave.
- 18.1.8 Vacation with pay entitlement shall continue to accrue:
- a) during authorized leaves with pay, excepting assisted study leave and parental leaves; and
  - b) during authorized leaves without pay of up to and including twenty-two (22) work days in total in an academic year.
- Notwithstanding (b) above, vacation with pay entitlement shall not accrue during any authorized leave without pay of eleven (11) or more consecutive months.
- 18.1.9 Leave does not entail any loss of rank or appointment status.
- 18.1.10 The payment of salary or assistance during leave periods shall be consistent with the University's pay cycle unless an exception is specifically provided for in this Agreement.
- 18.1.11 Entitlement to benefits during periods of leave is determined by the regulations governing the various benefit policies and/or plans.
- a) Academic staff members on leave with full pay are entitled to all benefits, including professional expense reimbursement, and where applicable, the University's contribution toward premium costs. Staff members on leave where the salary is 80% of the full time value or greater, shall be treated as a staff member on leave with full pay.
  - b) Academic staff members on leave with partial pay are entitled to professional expense reimbursement and University contributions to benefits on a pro-rata basis only.
  - c) Academic staff members on leave without pay for more than sixty-five (65) work days do not accumulate service and are not entitled to professional expense reimbursement, staff travel funds, and the University contribution to benefits for the leave period.
  - d) Academic staff members on unpaid leaves may participate in most benefit plans provided that they assume responsibility for the full premium costs.

18.1.12 Appeals

- a) An academic staff member may appeal to the Dean or equivalent any recommendation/decision not to approve the leave application and/or any recommendation/decision that the approved leave be cancelled.
- b) An academic staff member's appeal shall be in writing and must be received by the Dean or equivalent not later than ten (10) work days after the staff member is notified in writing that the leave application is not being recommended or has not been approved or that the approved leave has been cancelled.
- c) If the Dean or equivalent is not able to resolve the appeal to the staff member's satisfaction, the appeal shall be forwarded to the Provost and Vice-President (Academic), whose decision shall be final.

18.1.13 Interpretation

Any dispute concerning the interpretation of the provisions of this Article shall be processed in accordance with Article 24: Grievance Procedure and Arbitration.

18.2 Leaves of Short Duration

18.2.1 A member of the academic staff may be granted a leave of short duration not to exceed sixty-six (66) work days, with full pay and benefits, from regular duties and responsibilities to enable the academic staff member to participate in activities which are directly related to the academic staff member's regular duties and responsibilities at the University.

18.2.2 An academic staff member's leave of short duration may be approved by the Department Head and/or Dean or equivalent in accordance with the following table:

Leave to be Taken Within the Period	Length of Leave Which May Be Approved by:	
	Head	Dean
September 1 To April 30	up to and including 5 consecutive work days	up to and including 22 consecutive work days (inclusive of vacation entitlement and any days approved by Department Head)

May 1 To August 31	up to and including 20 consecutive work days in addition to annual vacation entitlement	not to exceed 66 consecutive work days (inclusive of vacation entitlement and any days approved by Department Head)
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18.2.3 A leave of short duration:

- a) which is not entirely within either the period September 1 to April 30 or May 1 to August 31;
- b) which is to commence within sixty-six (66) work days of the effective date of an academic staff member's appointment;

is subject to approval by the Provost and Vice-President (Academic).

18.2.4 No leave application shall be considered by the Provost and Vice-President (Academic) unless recommended by the staff member's Dean or equivalent.

18.2.5 Unless approved in advance by the Provost and Vice-President (Academic) on the recommendation of the Dean or equivalent, an academic staff member on leave of short duration shall not accept remuneration related to the activities for which the leave was granted.

18.3 Leave for Urgent Personal Reasons

18.3.1 An academic staff member, on application, shall be granted leave of absence from regular duties and responsibilities for urgent personal reasons for up to ten (10) work days. If ten (10) work days is not adequate, the academic staff member may be granted additional leave for up to another ten (10) work days.

18.3.2 When, owing to an emergency, an academic staff member must be absent from regular duties and responsibilities before a leave application can be processed, the academic staff member shall advise the Department Head and Dean (or administrative equivalent) of the circumstances within two (2) work days of departure and provide an estimate of the time that the academic staff member expects to be absent from duties.

18.3.3 Leaves for urgent personal reasons shall be without loss of salary and benefits.

18.3.4 The length of the leave shall be based on a consideration of the closeness of the family relationship, travel time required, and other relevant circumstances but shall not exceed twenty (20) work days in total. Reasonable consideration shall be given by the Provost and Vice-President (Academic) to a request by the academic staff member for a further

period of Special Leave when the maximum length of this leave proves to be insufficient.

#### 18.4 Assisted Study Leave

- 18.4.1 A member of the academic staff holding a full-time Continuing, Contingent Term, or Limited Term appointment may be granted leave with assistance for advanced study (assisted study leave) to complete a program of graduate studies when such will meet a specified need of the University or be of significant benefit to both the staff member and the University.
- 18.4.2 Assisted study leave is granted only in respect of programs leading to the PhD degree or equivalent, or another advanced degree or professional degree (such as LLB or MD) that usefully complements the degree(s) already held by the staff member.
- 18.4.3 Graduate programs at the University of Calgary may, in special circumstances, be acceptable.
- 18.4.4 To be eligible to apply for assisted study leave, a member of the academic staff must have rendered, in the five-year period immediately prior to the commencement of the leave, not less than the equivalent of two (2) years of service while holding a Continuing, Contingent Term, or Limited Term appointment as a member of the academic staff in the Department to which the staff member will be returning following the leave.
- 18.4.5 Assisted study leave shall be for a period of twelve (12) consecutive months (which may be extended for one additional period of twelve (12) consecutive months) or twenty-four (24) consecutive months. Any leave beyond twenty-four (24) consecutive months shall be 'without pay.'
- 18.4.6 Assisted study leave normally begins July 1; however, requests for other starting dates will be considered.
- 18.4.7 The assisted study leave provisions which shall apply shall be those in effect when the leave actually commences.
- 18.4.8 Entitlement to vacation with pay does not accrue during an assisted study leave.
- 18.4.9 Except where an earned annual vacation not exceeding one (1) year's entitlement is taken immediately prior to the commencement of an assisted study leave, all paid or unpaid leaves of absence forming a continuous leave period with the assisted study leave must be approved in writing by the Provost and Vice-President (Academic).
- 18.4.10 The maximum University assistance available to a staff member during an assisted study leave period (12 months or 24 months) is an amount (not per annum rate) equal to one-half of the minimum annual salary rate for the rank of Associate Professor at the



commencement of the leave period. The maximum assistance amount will, however, be paid only when that amount together with net outside aid does not exceed 125% of the staff member's annual academic rank salary rate at the commencement of the leave.

- 18.4.10.1 Net outside aid shall mean the total of all forms of outside financial support which the staff member may receive related to the leave program, including research and scholarship leaves, scholarships, bursaries, forgivable loans, and travel grants, less costs actually incurred by the staff member for tuition / registration fees, books and research materials related to the program of study, and travel expenses not to exceed round-trip economy class air fare between Calgary and the place of study not more than twice in any calendar year for the staff member, spouse and children.
- 18.4.10.2 When the maximum assistance amount together with net outside aid exceeds 125% of the staff member's annual rank salary rate at the commencement of the leave, the maximum assistance amount shall be reduced such that the amount of assistance payable by the University when added to the amount of net outside aid equals 125% of the staff member's annual academic rank salary rate at the commencement of the leave.
- 18.4.10.3 An academic staff member who receives less than the maximum assistance amount during the first 12-month period of leave and whose leave continues or is extended to cover a second 12-month period may receive the balance of the assistance in the second year provided, however, that in the event the balance of the assistance together with net outside aid in the second year exceeds 125% of the staff member's annual rank salary rate at the commencement of the leave the balance of the assistance actually payable by the University will be a reduced amount which when added to the amount of net outside aid equals 125% of the academic staff member's annual rank salary rate at the commencement of the leave.
- 18.4.10.4 An academic staff member may receive the amount of assistance from the University under these provisions in a lump sum or on an installment basis.
- 18.4.11 A staff member granted assisted study leave must sign an agreement undertaking to return to regular full-time service of the University for two (2) years on completion of the leave period; the staff member may, as an alternative, refund 1/24 of the financial assistance received from the University for each month of the 2-year period not served.
- 18.4.12 An academic staff member on assisted study leave shall be expected to devote full time to studies.
- 18.4.13 Under no circumstances shall an academic staff member be granted more than one (1) assisted study leave.

18.5 Special Leaves

- 18.5.1 Academic staff members may be granted special leave with full pay, with partial pay or without pay for prescribed periods and purposes.
- 18.5.2 The amount of remuneration or assistance, if any, which a staff member may receive from the University during any period of special leave will be determined by the Provost and Vice-President (Academic) in each case.
- 18.5.3 Special leave may be granted for the purpose of child care or elder care.

18.6 Secondment

Secondment occurs when the academic staff member is authorized to render service to an outside institution or project and remains wholly or partially on the University of Calgary payroll. Unless otherwise explicitly specified in the secondment arrangements, an academic staff member on secondment to another organization shall be deemed to be fulfilling University of Calgary duties equivalent to the portion of the normal academic rank salary paid by the University of Calgary.

18.7 Career Stop-Out Leaves

- 18.7.1 Continuing full-time members of the academic staff who hold appointments with Tenure and who are age 40 or more but less than 60 at the time of election, may request a three-year fixed term leave without pay, to explore a permanent alternative employment opportunity or career change. This leave is subject to approval by the Dean, whose decision shall be final.
- 18.7.2 Unless otherwise mutually agreed, an academic staff member must provide a minimum of nine months' notice prior to the commencement of the leave and must confirm his/her intention to return to active service with the University not less than nine months before the scheduled date of return.
- 18.7.3 A leave under this provision may be deferred for a period of up to one year at the sole discretion of the Provost and Vice-President (Academic).
- 18.7.4 A leave elected under this provision may not be used if the alternative employment being pursued is an appointment at another university.

18.8 Leave for Compassionate Reasons

An academic staff member who qualifies for Compassionate Care Benefits under the Employment Insurance Act program will be granted a leave without pay from the University for the period of time approved by Employment Insurance. If the employee

qualifies for Compassionate Care leave it can be combined with a Leave for Urgent Personal Reasons.

## 18.9 Parenting Leaves

These provisions apply to members of the academic staff holding Continuing, Contingent Term, or Limited Term appointments, whether full-time or part-time.

*Note: the Governors and Faculty Association have agreed that as of July 1, 2017, the provisions of Article 18.9 (Parenting Leaves) shall be improved for birth fathers to be the same as adoptive fathers.*

### 18.9.1 Parental Leave

An academic staff member who is a biological parent shall be granted parental leave without pay for a period up to a maximum of thirty-five (35) weeks. A parental leave can be claimed by one parent or shared between the two partners but shall not exceed a combined maximum of thirty-five (35) weeks. The leave period must be completed within fifty-two (52) weeks of the child's birth date.

### 18.9.2 Maternity Leave

18.9.2.1 An eligible female academic staff member shall be granted maternity leave for a consecutive period up to eighteen (18) weeks around the birth of her baby (week 18 is considered parental leave and is considered as one of the 35 weeks in Clause 18.9.1). Assistance shall be at the rate of 100% salary, inclusive of payments received by the staff member pursuant to the maternity and parental leave provisions of Employment Insurance and other applicable regulations. If the academic staff member does not apply or applies and does not qualify for Employment Insurance maternity benefits, the University will only provide the difference between the normal Employment Insurance maternity benefit and the 100% rate. The academic staff member shall apply for benefits from such programs and report payments received to the University.

18.9.2.2 The academic staff member must provide to the Department Head or equivalent a minimum of ten (10) work days' written notice of the date on which the maternity leave is expected to commence.

18.9.2.3 Maternity leave shall commence not later than the date of the academic staff member's confinement and must continue for a period of at least thirty (30) calendar days following the date of delivery. At the discretion of the Dean or equivalent in consultation with the academic staff member, the remainder of the maternity leave may be granted in broken periods over a period not exceeding twelve (12) months from the date of delivery.

18.9.2.4 The University will make its regular contributions toward premiums for those benefit plans which the academic staff member elects to continue while on maternity leave.

18.9.3 Partner Leave

18.9.3.1 An academic staff member who is the spouse or domestic partner of a woman on maternity leave is entitled to a leave of absence with pay for a maximum period of twenty (20) work days. The academic staff member is entitled to take up to ten (10) work days around the date the child is born. Scheduling of the balance of the twenty (20) days must be taken during the parental leave of the spouse and subject to the approval of the Dean or equivalent.

18.9.3.2 Partner leave shall commence not later than five (5) work days after the date the child is born.

18.9.4 Adoption Leave

18.9.4.1 An academic staff member who has adopted a child younger than six (6) years of age shall be granted adoption leave for a consecutive period up to eighteen (18) weeks around the date the academic staff member receives the child for adoption. Assistance shall be at the rate of 100% salary, inclusive of payments received by the staff member pursuant to the maternity and parental leave provisions of Employment Insurance and other applicable regulations. If the staff member does not apply or applies and does not qualify for Employment Insurance parental benefits, the University will only provide the difference between the normal Employment Insurance parental benefit and the 100% rate. The academic staff member shall apply for benefits from such programs and report payments received to the University.

18.9.4.2 The academic staff member shall advise the Department Head or equivalent in writing of the intention to adopt a child within one (1) month of the date the adoption application is filed with the social services agency concerned, and shall provide a minimum of ten (10) work days' written notice to the Department Head or equivalent (or such shorter period of notice as is acceptable to the Department Head or equivalent) prior to the commencement of the leave.

Adoption leave shall commence not later than the date the child is received. At the discretion of the Dean or equivalent in consultation with the academic staff member, the commencement date may be varied, and/or the leave granted in broken periods, as may be appropriate in the circumstances.

18.9.4.3 Where both parents are members of the academic staff, a period of adoption leave in accordance with 18.9.4.1 may be divided between the parents in a manner which is acceptable to the parents and to the Provost and Vice-President (Academic).

18.9.4.4 An academic staff member who is the adoptive parent shall be granted parental leave without pay which in combination with any weeks taken under Article 18.9.4.1 does not exceed thirty-five (35) weeks provided the leave period is completed within fifty-two (52) weeks of the date the adopted child is placed with the adoptive parent. Parental benefits can be claimed by one parent or shared between the two partners but shall not exceed a combined maximum of thirty-five (35) weeks.

18.10 Political Leave

18.10.1 A member of the full-time or part-time academic staff holding an appointment with Tenure shall be granted political leave provided:

- a) arrangements satisfactory to the staff member's Department Head and Dean or equivalent can be made to cover the academic staff member's teaching and/or other assigned duties and responsibilities; and
- b) the staff member is not/will not be on paid or unpaid leave or on a research and scholarship leave during the period of political leave.

18.10.2 If nominated for election (or re-election) to political office, an academic staff member who is not otherwise on leave or a research and scholarship leave shall be granted political leave from regular duties and responsibilities with salary and benefit support in accordance with the following table, subject to all of the other sub-clauses of Article 18, Clause 18.10.

For Election / Re-election to	Duration of Leave	Salary & Benefit Support During Leave Period
a) Federal Parliament	(i) 15 work days or	100%
	(ii) 30 work days	50%
b) Alberta Legislature	(i) 10 work days or	100%
	(ii) 20 work days	50%
c) Calgary City Council or School Board	(i) 10 work days or	100%
	(ii) 20 work days	50%
d) Mayor of Calgary	(i) 10 work days or	100%
	(ii) 20 work days	50%

18.10.2.1 A period of political leave for a lesser term than that specified in Article 18, Clause 18.10.2 may be approved.

- 18.10.2.2 Where the duration of the leave exceeds the term specified for 100% salary and benefit support, the salary and benefit support shall be 50% for the entire leave period.
- 18.10.3 An academic staff member who is elected to the Provincial Legislature shall be placed on political leave of absence without pay effective from the date of election for the life of the Legislature, or, if a candidate for re-election, until the staff member actually resumes regular full-time duties at the University of Calgary.
- 18.10.4 An academic staff member who is elected to Parliament shall be placed on political leave without pay effective from the date of election for the life of Parliament, or, if a candidate for re-election, until the staff member actually resumes regular full-time duties at the University of Calgary.
- 18.10.5 Notwithstanding Article 18, Clauses 18.10.3 and 18.10.4, political leave shall not extend to a third consecutive term of office.
- 18.10.6 Arrangements for political leave with or without pay (appropriate to the circumstances) will be made to accommodate academic staff members elected to municipal or other local government office in Alberta.

18.11 Military Leaves

Military leave without pay shall be granted to an academic staff member:

- a) where the academic staff member's services are required by the Canadian Department of National Defense to meet a civil emergency - for the duration of the emergency; or
- b) where during a national emergency an academic staff member is required to serve in the Canadian Armed Forces - for the duration of the emergency

18.12 Court Leaves

Leave without loss of salary and benefits shall be granted to an academic staff member subpoenaed to be a witness or juror in Canada.

The academic staff member shall notify the Department Head and Dean (or administrative equivalent) immediately upon being subpoenaed.

## Article 19: Intellectual Property

- 19.1 The Governors and the Association recognize the existence of the Intellectual Property Policy approved by the General Faculties Council and the Board of Governors.
- 19.2 The Governors agree that any future changes to the policy approved by General Faculties Council on March 17, 1994, and the Board of Governors on April 29, 1994 which bear on the rights of individual faculty members shall be subject to mutual agreement between the Association and the Governors pursuant to Article 25: Joint Liaison Committee.
- 19.3 Subject to the concurrence of the General Faculties Council, the Association shall be represented by a non-voting member on the Research Development and Policy Committee.

## Article 20: Discipline

- 20.1 An academic staff member may be disciplined only in accordance with the provisions of this Article and only for good and sufficient reason.
- 20.2 In any case where a Dean or other senior leadership team member considers that the conduct or performance of an academic staff member in his or her Faculty or area of responsibility warrants discipline, the Dean or other senior leadership team member may take action as considered appropriate in the circumstances.
- Disciplinary action is defined as: a counselling letter, a written warning or reprimand, a suspension without pay, or a recommendation for dismissal.
- 20.3 Reasons for all discipline must be given in writing to the academic staff member with a copy provided to the Association.
- 20.4 All disciplinary measures are subject to grievance in accordance with Article 24. In all matters of discipline, an academic staff member shall be entitled to be represented or accompanied by a person appointed for that purpose by the Association. Counselling letters may be grieved through the internal steps in the grievance process. Warning or reprimand letters, suspension, and dismissal may be grieved up to and including the arbitration process. In the case of dismissal, the grievance process applies only to the decision of the Provost and Vice-President (Academic), not to the recommendation of the Dean or other senior leadership team member.
- 20.5 Copies of counselling letters, written warnings or reprimands, or letters referring to disciplinary suspensions without pay shall be removed from the academic staff

member's file, at the academic staff member's request, after five (5) years of continuous service have elapsed or such shorter period as the Provost and Vice- President (Academic) may determine, provided that the staff member's file does not contain any further record of disciplinary action during such period.

20.6 In the event that the behaviour giving rise to the disciplinary action was related to emotional illness or the use of alcohol or drugs the academic staff member may be given the opportunity to seek treatment / counselling for the problem. Disciplinary action may be mitigated or suspended if the staff member participates in an active treatment program, pending the outcome of the treatment / counselling.

#### 20.7 Non-Disciplinary Suspension with Pay Pending Investigation

20.7.1 Following advice from a Dean or administrative equivalent, the Provost and Vice-President (Academic) may, in his or her discretion, suspend from duty and privileges any member of the academic staff where required to ensure the ability of the Governors to maintain a safe work and learning environment or to conduct a fair and thorough investigation of any matter that may lead to suspension or dismissal. The Provost shall forthwith report such action and the reasons for it to the Association.

#### 20.8 Suspension Without Pay

20.8.1 Where a Dean or other senior leadership team member has good and sufficient reason to believe that a suspension without pay is warranted, the Dean or other senior leadership team member shall notify the academic staff member in writing, with a copy to the Association, and schedule a time to discuss all circumstances pertinent to the matter with the academic staff member, together with a representative of the Association.

20.8.2 Within ten (10) work days following the discussion, the Dean or other senior leadership team member shall notify the staff member in writing what disciplinary action, if any, will be taken.

20.8.3 A suspension without pay shall take effect twenty (20) work days from the date of the written notice from the Dean, unless the Association initiates a grievance, in which case the suspension without pay shall not be implemented unless and until suspension without pay is the decision of the Provost and Vice-President (Academic) at Step III of the grievance procedure.

#### 20.9 Dismissal

20.9.1 A Dean or other senior leadership team member may recommend to the Provost and Vice- President (Academic) that an academic staff member be dismissed for good and sufficient reason. A copy of the Dean's recommendation shall be forwarded to the Association and the academic staff member concerned.



- 20.9.1.1 Good and sufficient reason includes gross misconduct, incompetence, or persistent neglect of an academic staff member's duty to the academic staff member's students or discipline.
- 20.9.1.2 Since academic freedom, as both a right and a responsibility, is essential to scholarly research and teaching, the *bona fide* exercise of academic freedom cannot constitute good and sufficient reason.
- 20.9.1.3 Any academic staff member may claim the right of academic freedom in dismissal proceedings if such proceedings relate to an activity in which academic freedom is an explicit or implicit term of the academic staff member's employment.
- 20.9.1.4 *Dismissal for cause* refers to the termination of an appointment without the consent of the academic staff member, that is, at any time other than at the end of a stated contractual period. It follows that:
- a) a decision not to renew a contract by reason of contractual term does not constitute dismissal for cause;
  - b) a decision not to grant an appointment with Tenure at the end of a Tenure-track appointment does not constitute dismissal for cause;
  - c) the termination by the University of a Tenure-track appointment, Contingent Term, Limited Term or Sessional appointment during the course of its term does constitute dismissal for cause;
  - d) the termination by the University of an appointment with Tenure at any time does constitute dismissal for cause except when dismissal is for reasons of financial exigency or redundancy in accordance with Articles 21 and 22;
  - e) dismissal for reasons of financial exigency under the provisions of Article 22 does not constitute dismissal for cause; and
  - f) dismissal for reasons of redundancy under the provisions of Article 21 does not constitute dismissal for cause.
- 20.9.2 If, after consultation with the Dean, the Provost and Vice-President (Academic) considers that the recommendation is warranted, the Provost shall schedule a time to discuss all circumstances pertinent to the matter with the academic staff member, together with the Dean and a representative of the Association.
- 20.9.3 Within ten (10) work days following the discussion, the Provost and Vice-President (Academic) will notify the academic staff member and the Association in writing as follows:
- a) that the matter will not proceed further; or

- b) that disciplinary action other than dismissal, specified in accordance with Article 20, Clause 20.2, will be taken; or
- c) that the staff member will be dismissed.

In the case of (b), the disciplinary action is grievable in accordance with Article 24 and any grievance shall be filed at Step III. In the case of (c), the notification to the staff member and the Association shall include a full statement of the reasons for dismissal and copies of the documents relied upon by the Provost and Vice- President (Academic).

- 20.9.4 If the Association wishes to contest the dismissal decision of the Provost and Vice-President (Academic) on the staff member's behalf, it shall so advise the Provost in writing within twenty (20) work days of the decision of the Provost and request the establishment of an Arbitration Board to hear and determine the matter in accordance with Article 24, Clauses 24.8, 24.9, and 24.10 of this Agreement.
- 20.9.5 The Arbitration Board shall determine whether or not the grounds for the recommendation for dismissal are established and, if established, whether or not they constitute good and sufficient reason for dismissal or whether disciplinary action other than dismissal, specified in accordance with, Clause 20.2, is appropriate. The decision of the Arbitration Board shall be final and binding.
- 20.9.6 Where an Arbitration Board has been established, the staff member shall retain his or her appointment and the applicable salary and benefits unless and until the earlier of:
  - a) the Arbitration Board determines that the academic staff member be dismissed and the Governors act upon such decision, and
  - b) one (1) year following the decision of the Provost and Vice-President (Academic) to dismiss the staff member (Article 20.9.3(c)).
- 20.9.7 The academic staff member may, at the discretion of the Provost and Vice- President (Academic), be relieved of duties through a suspension with pay at any stage in the dismissal process pending the outcome of the processes defined in this Article. Reasons for this decision will be given to the academic staff member and the Association in writing.
- 20.9.8 This Agreement does not govern the dismissal of senior leadership team members. However, if a senior leadership team member also holds a position as an academic staff member, the dismissal process outlined in the sections above shall apply in relation to the academic staff appointment.

## Article 21: Redundancy

### 21.1 Preamble

21.1.1 The primary duties of the University are to ensure the quality of teaching, learning, research, service, and to maintain its commitment to students.

21.1.2 The Parties:

- a) acknowledge the importance of strategic long-range academic planning;
- b) recognize that to serve the goals of the University of Calgary as a learning environment for staff and students, the University must maintain the flexibility to add to, delete from, and change its academic programs and approaches to learning; and
- c) recognize that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of members.

21.1.3 The Governors will endeavour to maintain the security of employment of members affected by this Article wherever possible, recognizing the following:

- a) the importance of tenure as a protection of academic freedom;
- b) the long-term commitment made by members to an academic career; and
- c) members' ability to contribute to the University in many ways.

21.1.4 The Parties recognize the authority of General Faculties Council (GFC) to recommend to the Board of Governors, following full and extensive consultation, any closure, reduction, or restructuring of programs for academic reasons. The Parties further agree that decisions made by the Governors that may adversely affect the employment status of members will be subject to the processes in the GFC Program Reduction or Closure Procedures (October 1994), except as otherwise covered by this Agreement.

21.1.5 For the purposes of this Article, a tenured appointment is an appointment without definite term that can be terminated for the following:

- a) dismissal for cause;
- b) for reasons of financial exigency (Article 22); or
- c) for reasons of academic staff redundancy (Article 21).

21.1.6 For the purposes of this Article, an action affecting employment status means any change adverse to the member with respect to rank, compensation, or tenure status, including termination of employment.

21.2 Application

21.2.1 Clauses 21.1 through 21.18 inclusive of this Article 21 apply to all academic staff holding continuing appointments. Any reference to “staff” or “affected staff” applies to academic staff holding continuing appointments.

21.2.2 The purpose of this Article is to provide a fair and consistent process when a decision of the Governors affects the employment status of continuing academic staff.

21.2.3 This Article does not apply to changes in the approved University calendar unless those changes may affect the employment status of members.

21.2.4 The Parties shall make reasonable efforts to resolve matters concerning the implementation of this Article following careful consideration and as expeditiously as possible.

21.2.5 Should the Parties dispute the application of this Article, the matter will be referred to Article 24: Grievance Procedure and Arbitration. The Parties further agree to seek expedited arbitration which will conclude within sixty (60) days of either Party serving notice of the dispute. A written decision shall be provided to the Parties within ten (10) days of conclusion of the hearing.

21.2.6 Full costs of the expedited arbitration process shall be shared equally between the Parties.

21.2.7 The proposal approved by the Board of Governors shall guide the University in the implementation of this Article. The University shall not undertake actions under this Article that exceed the requirements of the approved proposal. However, the University may simultaneously:

- a) pursue changes to other programs, when those changes do not require the implementation of this Article; and/or
- b) offer a voluntary severance or retirement incentive plan outside the affected program.

21.3 Notice

21.3.1 When the Governors make a decision affecting the employment status of members under this Article, the Provost and Vice-President (Academic) shall immediately notify

the Association as well as the University community. Included in this notification shall be the anticipated date of implementation of the decision.

21.3.2 Within ten (10) days of the Governors' decision, the Dean shall give formal written notice of the decision to all members of the department / unit / program affected.

21.3.3 Included in the Dean's notice will be the reasons for the decision, the financial implications of the proposal, any implications for loss of continuing and other positions in the affected unit, and time frames of the action. A copy of the notice shall be sent to the Association.

#### 21.4 Implementation Committee

21.4.1 Upon the decision of the Board of Governors, the Provost and Vice-President (Academic) shall form an Implementation Committee (IC) to oversee the process set forth in this Article. The IC will consist of members of the University community:

The Chair shall be the Provost and Vice-President (Academic) or his/her designate.

- a) one (1) person agreeable to the Governors;
- b) one (1) tenured member of the bargaining unit elected by GFC;
- c) one (1) tenured academic staff member, from the bargaining unit, agreeable to the Association;
- d) one (1) Dean appointed by the Provost and Vice-President (Academic);
- e) one (1) member appointed by mutual agreement of the Parties;

and in addition:

- f) one (1) non-voting representative of the Association; and
- g) one (1) non-voting representative of the Governors;

both of whom may freely report on the committee processes to their constituents.

21.4.2 No IC member shall be from the affected Faculty.

21.4.3 The IC shall include both men and women.

21.4.4 The IC may not meet unless the Association and Governors representatives are present.

Four (4) voting members shall constitute a quorum. The IC shall establish its own procedures within the parameters of this Article.

21.5 The Mandate of the Implementation Committee

21.5.1 The Implementation Committee (IC) shall:

- a) oversee the implementation of the processes outlined in this Article;
- b) hear concerns and receive reports from any party involved in the implementation of the Article and make recommendations to the Provost and Vice-President (Academic) regarding the resolution of such concerns;
- c) make recommendations to the Provost and Vice-President (Academic) concerning any decisions that have to be made under the provisions of this Article.

21.5.2 The IC shall not add to, subtract from, modify, or amend the provisions or terms of this Agreement.

21.5.3 The IC shall have access to a current curriculum vitae from each member of the affected unit, and to such other documents as a member may submit under the terms of this Article.

21.5.4 The IC shall also have access to information used as part of the process upon which the Board of Governors decision was based.

21.6 Position Identification

21.6.1 The Dean shall identify to the Provost and Vice-President (Academic) which members may be affected under the terms of this Article. The Dean shall use fair and equitable procedures to identify members to be affected.

21.6.2 Identification of members shall be based on the member's affiliation with the affected program/unit for the preceding four (4) years, and the need for the member's requisite knowledge, skills, and professional qualifications.

21.6.3 Merit and promotion history shall not be a determinant in identifying members to be affected.

21.6.4 Should all other factors be deemed equal as per Article 21, Clause 21.6.2, the Dean shall identify members with less continuous service at the University of Calgary before identifying members with longer continuous service.

21.6.5 The Dean shall report to the Provost and Vice-President (Academic) and the IC the reasons for his/her decisions under Article 21, Clause 21.6.2, including in this report a record of the members' involvements in the affected program, and in other programs offered by the unit, for the preceding four (4) years.

- 21.6.6 Within twenty (20) days of the Board's decision, the Dean shall formally notify in writing any member identified following the above of the time frames and processes to be followed under this Article. Such notice shall contain the reasons for the Dean's decision as per Article 21, Clause 21.6.5.
- 21.6.7 A member having received notification under Article 21, Clause 21.6.6 may appeal his/her inclusion on the list of those affected. Such appeals shall be submitted in writing to the IC within ten (10) days of receipt of the notice from the Dean, outlining the reasons for the appeal.
- 21.6.8 If there is an appeal under Article 21, Clause 21.6.7, the IC shall review the information upon which the decision was made and make a recommendation within twenty (20) days to the Provost and Vice-President (Academic) with respect to the appeal.
- 21.6.9 The member has the right to appear before the committee and to be accompanied by an advisor, who shall be a continuing member of the academic staff. If the Dean is requested to appear before the IC, the member and the member's advisor shall be invited to attend during the Dean's appearance. The member shall be permitted a reasonable opportunity to reply to the Dean's submission.
- 21.6.10 Within ten (10) days after receiving the recommendation of the IC concerning the appeal, the Provost and Vice-President (Academic) shall inform the member in writing of his/her decisions with respect to the appeal, giving reasons for the decision.
- 21.6.11 The date of layoff for all affected members shall be no less than twelve (12) months from completion of the process described in Article 21, Clause 21.6.10.
- 21.7 Recruitment Restriction
- 21.7.1 The Governors shall limit the appointment of continuing academic staff to positions where failure to appoint would threaten the viability of academic programs / departments / units during the period when affected members are available for transfer to positions open for recruitment.
- 21.7.2 The Governors will require that affected members be given first offer for appointment to positions for which they have the requisite knowledge, skills, and professional qualifications.
- 21.8 Voluntary Options
- 21.8.1 The following voluntary options will be offered to affected members and may be offered to other members in an effort to reduce the number of members to be laid off:

- a) voluntary reduction to part-time continuing status, with commensurate reduction in salary, in accordance with Schedule "A", in units where there is a need for the member's requisite knowledge, skills, and professional qualifications;
- b) voluntary separation / termination; or
- c) any other arrangements agreeable to the Parties.

## 21.9 Transfers

- 21.9.1 When the member elects to be considered for transfers, he/she shall submit to the IC a plan outlining a request for transfers. The plan may or may not include a period of preparatory study (as per Article 21, Clause 21.10).
- 21.9.2 The IC will review the plan or such other plan as the IC may propose and, following consultation with the interested parties, recommend to the Provost and Vice-President (Academic) the disposition of each case.
- 21.9.3 When the IC determines that a transfer to another unit or administrative position is feasible, it shall recommend to the Provost and Vice-President (Academic) that the member be transferred to a position for which the member has the requisite knowledge, skills, and professional qualifications, or that the member be transferred following a period of preparatory study.
- 21.9.4 A support plan of up to one academic term (four (4) months) may be provided to assist the member in assuming full responsibilities in the new position.
- 21.9.5 When a member is transferred to a position, appointment status and rank salary will not be reduced as a result of the transfer within the bargaining unit.
- 21.9.6 In the regular assessment and promotion process, the member's appointment to the new position shall be taken into consideration.
- 21.9.7 Should a member refuse to accept a transfer previously agreed to, he/she will be deemed to have resigned.
- 21.9.8 When a member who holds an Initial Term appointment is transferred, the IC shall make a recommendation to the Provost and Vice-President (Academic) in respect to the length of the Initial Term in order to accommodate the member's transfer. Special attention shall be taken in the process of reviewing the member's application for tenure so as not to disadvantage the member as a result of that transfer.



- 21.9.9 Should the IC identify more than one transfer for which the member is qualified, the member shall communicate his/her choice to the Provost and Vice-President (Academic) within ten (10) working days of being notified of the transfer options.
- 21.9.10 Should more than one member be deemed to have the required knowledge, skills, and professional qualifications to assume a position, the member with the most years of continuous service with the University of Calgary will be offered first preference.
- 21.9.11 If the Provost and Vice-President (Academic) declines to accept a recommendation of the IC, the Provost shall inform the member concerned specifying the reasons for the decision. A copy of the letter shall be given to the Association and the Governors.
- 21.9.12 If the IC recommends that a transfer is not feasible, even with a period of preparatory study under Article 21, Clause 21.10, it shall so inform the Provost and Vice-President (Academic), who shall determine the matter and notify the member and the Association.
- 21.9.13 If the University re-establishes the closed / reduced program or a similar program within a period of two (2) years, any member who was transferred under this Article shall be informed. If such a member chooses to apply for a position in the program, he/she shall have first offer for appointment to the positions for which he/she has the requisite knowledge, skills, and professional qualifications.
- 21.10 Preparatory Study
- 21.10.1 The Provost and Vice President (Academic) may authorize that a member be granted a study leave with full salary and benefits to acquire the requisite knowledge, skills, or professional qualifications to be appointed to a specific position.
- 21.10.2 If an approved study leave requires that the member register as a student at the University of Calgary, the Governors shall provide such a course of study free of tuition fees.
- 21.10.3 If an approved study leave requires the member to attend another post-secondary institution, the Governors shall provide the member with a rebate of the tuition fees paid, to a maximum of the fees paid in the nearest equivalent program at the University of Calgary.
- 21.10.4 If a member fails to complete an approved program of study, the Governors may at their discretion terminate the appointment of the member. That member shall receive the balance of severance owing, less salary and costs incurred by the Governors during support of the study leave.

21.10.5 Should the period of formal notice expire before the decision to approve / not approve the transfer and/or study leave of a member, the Governors shall continue the member's salary and benefits beyond the notice period. In such a case, severance pay to which the member would be entitled under Article 21, Clause 21.13, if terminated, shall be reduced by an amount equal to the salary and benefits received during the period of extension.

21.11 Eligibility for Research and Scholarship Leave / Professional Fellowship Leave

21.11.1 Members transferred will retain eligibility for research and scholarship leave or professional fellowship leave to the extent accrued at the time of transfer.

21.11.2 An approved research and scholarship leave or professional fellowship leave may be cancelled, and consideration of an application be deferred, in accordance with the terms of Article 16 or 17, when a member is affected by this Article.

21.11.3 Rescheduling of a cancelled or deferred research and scholarship leave or professional fellowship leave will not normally be considered for a period of two (2) years following a transfer or recall from a layoff, except on the recommendation of the Dean or equivalent.

21.11.4 A period of layoff or a leave for preparatory study does not count as qualifying service toward any future research and scholarship leave or professional fellowship leave.

21.12 Layoff

21.12.1 A member shall only be laid off after the preceding measures have been applied in a thorough and fair manner.

21.12.2 The Governors shall provide suitable career assessment and assistance to members when their appointments are terminated.

21.13 Severance

21.13.1 Severance will be paid according to the following:

- a) four (4) months' salary for three (3) or less years of continuous service at the University of Calgary;
- b) one (1) additional month of salary for each continuous year of service at the University of Calgary for the completed years in excess of three (3) years;
- c) the maximum severance payment shall be twelve (12) months' salary.

21.13.2 Members who have been laid off under this Article may elect to continue coverage in the University's insured benefit plans at their expense in accordance with the provisions of those plans for a period of two (2) years at the rates established under Schedule "A".

21.13.3 The Governors may permit members to have access to office, laboratory space, library, and computer services following the termination of the appointment to allow completion of scholarly activities.

21.13.4 Severance may be paid in a lump sum or in a series of equal payments, as determined by the member.

#### 21.14 Reputation

21.14.1 Layoff pursuant to this Article is not dismissal for cause and shall not be recorded or reported as such.

21.14.2 Where a member has been laid off pursuant to this Article, the Dean shall provide a letter indicating that this was a result of academic staff redundancy.

#### 21.15 Recall Rights

21.15.1 If the University re-establishes the closed / reduced program or a similar program within a period of two (2) years, any member who was laid off under this Article shall be informed in writing at his/her last known address. If such a member chooses to apply for a position in the program, he/she shall have first offer for appointment to the positions for which he/she has the requisite knowledge, skills, and professional qualifications.

21.15.2 Within a period of two (2) years, any member who was laid off under this Article shall be given first consideration if such member chooses to apply for a position within the bargaining unit for which he/she has the requisite knowledge, skills, and professional qualifications.

21.15.3 In the event that two or more members apply for a single position under Article 21, Clauses 21.9.13, 21.15.1, or 21.15.2, the member with the longest continuous service at the University of Calgary shall have first preference.

21.15.4 Upon acceptance of the appointment, the member will repay any severance received that is greater than the salary that would have been paid during the period of layoff.

#### 21.16 Application to Staff Members on Leave

21.16.1 A staff member who is on leave, including exchange agreement and secondment, or research and scholarship leave, or who has had such leave or research and

scholarship leave approved for a future date, shall have no special rights or privileges, and shall be subject to the terms of this Article on the same basis as any other member.

21.16.2 Should a member's authorized absence from campus make communication difficult, time lines and notice periods shall be extended through mutual agreement of the Parties so as not to disadvantage the member.

21.17 Appointment Status

21.17.1 A member's appointment status and rank salary on termination shall be as at the last day of employment.

21.18 Rights of Representation

21.18.1 The Association retains the right to represent those whose appointments have been terminated under this Article.

21.19 Application to Contingent Term and Limited Term Staff

21.19.1 Academic staff holding Contingent Term and Limited Term appointments shall receive not less than four (4) months' notice.

21.19.2 Terms and conditions of severance shall be determined between the Parties in consideration of the conditions set forth in the letter of appointment.

21.20 Application to Continuing Academic Staff Contingent on External Funding

21.20.1 Clause 21.20 of Article 21 applies only to staff holding Continuing appointments which have been made contingent on external funding, and shall apply only where such external funding is discontinued and there is no provision for termination pay to the member by the external funding organization, except as noted in Article 21, Clause 21.20.2.

21.20.2 Should there be provisions for termination pay to the member by an external funding organization, and such termination pay exceeds the termination notice / pay provisions of Article 21, Clause 21.20, then Article 21, Clause 21.20, shall not apply to the member.

21.20.3 The Parties further agree that no action shall be taken under Article 21, Clause 21.20, unless the Parties agree that the conditions of the member appointed bring the member under Article 21, Clause 21.21.

21.20.4 Except for this Clause 21.20, Article 21: Redundancy shall not apply to a continuing contingent member terminated due to discontinuance of external funding for his/her position.

- 21.20.5 The termination of continuing contingent members shall not constitute Financial Exigency as per Article 22 where discontinuance of external funding results in termination of employment.
- 21.20.6 The Dean shall provide reasonable notice to any continuing contingent member where discontinuation of external funding results in termination of employment.
- 21.20.7 When notified of a reduction in external funding, the Dean will undertake to identify alternate external funding to allow a continuing contingent member to retain his/her position.
- 21.20.8 Any continuing contingent member shall receive severance notice or payment in lieu thereof, to a combined maximum of twelve (12) months, as follows:
- a) a minimum of four (4) months' notice or salary in lieu thereof for such member with three (3) or less years of continuing service with the University;
  - b) one additional month of notice or salary in lieu thereof for each full year of continuous service beyond the initial three (3) year period as per 21.20.8(a) at the University of Calgary to a maximum of twelve (12) months;
  - c) any combination of notice and/or salary shall not exceed twelve (12) months.

## Article 22: Financial Exigency

- 22.1 The first duty of the University must be to ensure that its academic priorities remain paramount, particularly in regard to the quality of instruction and research. The Governors, when faced with budgetary restrictions, will ensure the primacy of the University's educational functions by considering cuts in academic programs or resultant cuts of Board appointments only after all practicable cuts have been made in all other budgetary areas of the University.
- 22.2 A substantial financial deficiency which may result in the necessity of the termination of academic staff shall be deemed to be financial exigency for the purpose of this Article. However, the termination due to lack of funding of staff members holding contingent appointments shall not constitute financial exigency.
- 22.3 Before declaring a state of financial exigency, the Governors shall consult with the Association and shall supply the Association with all budgetary information used by the Governors in considering the need for such a declaration

- 22.4 If the Association wishes to offer for the Governors' consideration, suggestions designed to avoid the termination of staff, it shall do so not more than thirty (30) calendar days after being advised of the financial problem. Such suggestions will become the subject of immediate discussion between the Governors and the Association for a period not to exceed thirty (30) calendar days.
- 22.5 If, following these discussions, the Governors conclude that the financial problem has not been resolved, it shall appoint an ad hoc committee of three (3) members of the Governors to identify the nature and scope of the problem. The Governors shall also appoint advisors to the committee selected from the University community and from the community at large. The advisors selected from the University community shall include the President of the Faculty Association and two (2) other members of the Association nominated by the Association. The committee shall report its findings to the Governors within thirty (30) calendar days of its appointment. The Governors will then apprise the Minister of Advanced Education and Technology of the committee's findings.
- 22.6 If the Governors conclude that the financial problem still has not been resolved, it shall declare a state of financial exigency. The General Faculties Council will be asked to review the academic priorities of the University and to determine whether any programs or services are to be terminated. The recommendations of the General Faculties Council (if any) will be transmitted to the Governors for review and approval, as appropriate.
- 22.7 After the Governors have dealt with any recommendations from the General Faculties Council pursuant to Article 22, Clause 22.6, The University Budget Committee shall allocate the required budget cuts to budget units in accordance with the approved academic priorities.
- 22.8 Faculty budget cuts necessitating the termination of academic staff will be accomplished by Deans on the advice of Faculty Promotions Committees. The Committees and Deans will be guided in their deliberations by the same criteria of quality as used in promotions.
- Seniority will be considered, other factors being equal.
- 22.8.1 If the termination of academic staff due to reasons of financial exigency is necessary, the Association shall be informed of the situation, in writing, by the Dean of the Faculty concerned.
- 22.8.2 Deans' recommendations must be submitted to the General Promotions Committee for approval before being passed to the President for referral to the Board of Governors.

## 22.9 Appeals

22.9.1 Any member of the academic staff (teaching and research) whose appointment is to be terminated owing to financial exigency may appeal the recommendation to the General Promotions Committee. Such an appeal and the grounds thereof shall be communicated in writing to the Chair of the General Promotions Committee. The academic staff member shall be informed in writing at least one (1) week before the date of the meeting of the General Promotions Committee of the recommendation being carried forward to the General Promotions Committee by the appropriate Dean. The staff member may initiate a formal appeal regarding the recommendation; such an appeal and the grounds thereof shall be communicated in writing to the Chair of the General Promotions Committee.

22.9.2 Any member of the academic staff (administrative and professional) whose appointment is to be terminated owing to financial exigency may appeal the recommendation to a Promotions Committee, or if applicable, to the Review Committee on Academic Appointments (Administrative and Professional). Such appeal shall be communicated in writing to the appropriate Head, Dean, Director, or the appropriate Vice-President. The academic staff member shall be informed in writing of the recommendations being carried forward to the General Promotions Committee. The staff member is free to initiate a formal appeal regarding this recommendation; such appeal shall be in writing to the Chair of the General Promotions Committee.

## 22.10 Notice

22.10.1 An academic staff member holding an appointment with Tenure shall be given written notice of termination due to financial exigency on the basis of one (1) months' notice for each completed year of service as a full-time continuing or full-time limited term Board appointee to a maximum of nine (9) months' notice or pay in lieu thereof.

22.10.2 Notwithstanding the stipulated term of appointment, an academic staff member holding an Initial Term or Limited Term appointment may be terminated with three months' notice or pay in lieu thereof.

## 22.11 Relocation / Retraining

22.11.1 Where a teaching or an administrative and professional vacancy within the Bargaining Unit exists in another department or Faculty, the Governors shall, in lieu of termination, offer to:

- a) relocate the staff member in that department or Faculty provided that the staff member has the appropriate qualifications and experience to warrant such relocation; or

b) grant the staff member a special leave with pay not to exceed two (2) years in duration to prepare for relocation to that department or Faculty provided that the staff member has the appropriate qualifications and experience which, together with the additional preparation, would warrant such relocation.

22.11.2 An academic staff member who refuses relocation and/or retraining under Article 22, Clause 22.11, shall forfeit all rights to the provisions of this Article in respect to severance pay and severance benefits.

22.11.3 Disputes concerning the appropriateness of a staff member's qualifications or experience for relocation or retraining shall be subject to resolution pursuant to Article 24: Grievance Procedure and Arbitration.

## 22.12 Severance Pay

22.12.1 An academic staff member whose appointment with Tenure has been terminated as a result of financial exigency shall receive one (1) month's pay for each completed year of service accumulated as a full-time continuing or full-time limited term Board appointee to a maximum of twelve (12) months' pay, or to a maximum of fifteen (15) months' pay if the staff member is not eligible for an early retirement pension pursuant to the provisions of the Universities Academic Pension Plan, and in any event no less than six (6) months' pay.

22.12.2 An academic staff member whose Initial Term or Limited Term appointment has been terminated pursuant to Article 22, Clause 22.10.2 shall be granted one (1) month's pay for each unexpired month of the original term of the appointment to a maximum of six (6) months' pay.

22.12.3 In the event that a staff member is terminated for a second or subsequent time as a result of financial exigency, the staff member shall be eligible for severance pay as provided under Article 22, Clause 22.12.1, but reduced by the amount of any severance pay retained by the staff member as a result of termination pursuant to this Article within the immediate preceding two (2) year period.

## 22.13 Recall Rights

22.13.1 In the event that a position becomes available through retirement, resignation, death, or the cessation of the state of financial exigency, individuals holding a continuing appointment who are terminated owing to financial exigency shall be informed of the vacancy in writing. If they choose to apply for such a position, they shall have the right of first refusal for positions for which they are qualified, or for which they can be reasonably retrained.



The order of recall within each budget unit shall be opposite the order of termination. Prior consideration shall be given for a period of five (5) years.

- 22.13.2 An academic staff member who held a continuing appointment which was terminated under this Article shall be eligible for recall to limited term positions as well as continuing positions. In the event that a staff member who held an appointment with Tenure at the date of termination accepts recall to a continuing full-time position pursuant to the provisions of Article 22, Clause 22.13.1, the staff member's appointment with Tenure status and the accumulated research and scholarship leave service credit enjoyed at the time of termination shall be reinstated.
- 22.13.3 An academic staff member who accepts recall to a limited term position shall retain the right of first refusal for continuing full-time positions which come available in the department(s) from which the staff member was terminated for the remainder of the five (5) year period during which the staff member has the right of prior consideration pursuant to Article 22, Clause 22.13.1.
- 22.13.4 The academic staff member shall be given as much notice as possible concerning a position vacancy. Except in cases of emergency, the staff member shall receive not less than four (4) months' notice of recall prior to the scheduled commencement date, or such shorter period of notice as may be agreed upon between the Dean or administrative equivalent and the academic staff member.
- 22.13.5 The academic staff member shall respond to a notice of recall as quickly as possible, but in any event within one (1) month of the date that the notice is received at the staff member's last known address.
- 22.13.6 When accepting a recall, a staff member shall be required to repay to the University that amount of severance pay which exceeds what would have been earned as salary if the staff member had continued to work during the period that the appointment was terminated.
- 22.14 Severance Benefits
- 22.14.1 An academic staff member shall be entitled to retain use of an office for a period of three (3) months following the date of termination due to financial exigency.
- 22.14.2 An academic staff member may
  - a) use the Library and such other facilities as may be made available from time to time, and
  - b) elect to continue coverage in the University's insured benefit plans at the staff member's expense in accordance with the provisions of those plans, and

c) claim benefits pursuant to the University's tuition fee remission policy

for a period of twenty-four (24) months following termination, or until the staff member is engaged in other full-time work, whichever occurs earlier.

22.15 Application to Staff Members on Leave

22.15.1 In the event of financial exigency, a staff member who is on leave, including exchange agreement and secondment, or research and scholarship leave, or who has had such leave or research and scholarship leave approved for a future date, shall have no special rights or privileges, and shall be subject to termination on the same basis as any other staff member, in accordance with the terms of this Article.

22.16 Appointment Status

22.16.1 A staff member's appointment status on termination shall be determined on the basis of the actual class of appointment effective on the last day of employment.

## Article 23: Sessional Appointments

23.1 Whenever reasonably practical, the Governors shall use Continuing appointments to meet the continuing staffing needs of the University.

23.2 It may be appropriate in circumstances to employ academic staff on Sessional Appointments. The circumstances under which a Sessional Appointment is appropriate are limited to the following:

- a) when the appointment is to replace a continuing staff member who is on leave or on another assignment of duties, or in an emergency;
- b) when a person with the desired qualifications for an approved Continuing, Contingent Term, or Limited Term appointment is not available at the time the Sessional Appointment is made;
- c) when the duties connected with the appointment are for a limited period and are expected to be no longer required thereafter;
- d) when the appointment is for a pilot or developmental project;
- e) when the appointment is needed to accommodate unexpected enrolment increases;

- f) when the funds supporting the appointment are only temporarily available to the Faculty or department;
- g) in order to enable the offering of a course or group of courses in an area outside of the expertise of current continuing staff;
- h) when it has not been determined that a course or group of courses will be offered on a regular annual basis;
- i) in order to accommodate a staff member visiting from elsewhere;
- j) in order to integrate members of the professional community into the academic program of a Faculty or department as part of a continuing affiliation;
- k) such other circumstances as may be mutually agreed between the Parties (Board of Governors and The Faculty Association);
- l) to provide teaching experience for a registered graduate student subject to 23.4;
- m) Spring or Summer teaching.

23.3 Sessional Appointments made pursuant to this Article shall be for one or more periods of specified duties within a total duration of twelve (12) months or less.

23.4 Graduate Student Teaching

Students enrolled in a Master's or Doctoral program at the University of Calgary may be offered teaching opportunities as a Sessional Appointee, for maximum two (2) half-course equivalents during their program. In such a case, the department is not required to post the position and may offer the course to the graduate student. The rights of first refusal of previous Sessional Appointees shall not be invoked for these courses. Once a graduate student has taught two (2) half-course equivalents under this article, he/she shall no longer be eligible for consideration under this article and shall be considered as any other individual applying for a sessional appointment. Previous teaching experience as a graduate student shall not be considered in the granting of the right of first refusal.

23.5 Where the Department Head or equivalent has decided to offer a Sessional Appointment, a job posting will be put on the department or equivalent website for a minimum of ten (10) work days. Where the Dean permits, such job posting can also be put on Faculty websites.

23.6 Upon request by the Faculty Association, the department or equivalent will provide the Faculty Association with a list of all those who have applied for the position and the name of the person who was hired.

## 23.7 Extent of Duties and Remuneration

23.7.1 The full extent of duties of a Sessional Appointee shall be determined by the Head or equivalent and described in terms of units of half-course equivalents (HCE), including when the duties are primarily administrative and professional.

23.7.2 The letter of appointment shall specify the number of HCE which constitute the full extent of duties and the circumstances under which the appointment is appropriate per article 23.2.

23.7.3 Where a Sessional Appointee is contracted for additional concurrent duties within the same Faculty, the HCE shall be increased to the extent of the additional duties.

An individual academic staff member may hold more than one Sessional appointment concurrently in different faculties and, where this occurs, separate contracts may be created for duties in each Faculty.

23.7.4 Remuneration shall be based on the full extent of duties described in HCE, as more particularly set forth in Schedule "B".

## 23.8 Access to Facilities and Participation in Meetings

23.8.1 Sessional Appointees shall be entitled, on the same basis as continuing staff, to the following services as required for instructional purposes: copying services, office equipment and supplies, computer accounts, library services, secretarial services, marking / teaching assistants, inclusion in departmental staff lists, mail services, and access to desk / office / telephone when meeting with students or holding office hours.

23.8.2 Sessional Appointees shall be included in regular departmental meetings of academic staff. However, voting privileges will be as determined by the department.

## 23.9 Assessment of Performance

23.9.1 The performance of a Sessional Appointee shall be assessed in the first instance with a student ratings form authorized for general use within the Faculty or department. The results of these ratings, along with any peer evaluations and other materials pertinent to the Sessional Appointee's performance of teaching or other duties, including materials submitted by the Sessional Appointee, shall be provided to the Sessional Appointee and Department Head or equivalent and retained in the department, following as closely as possible the practice for ongoing academic staff in the unit.

23.9.2 At the latest, after a Sessional Appointee has taught 4 HCE in a department or has completed two (2) years of service, whichever comes first, the Department Head or equivalent shall assess the performance of a Sessional Appointee considering the

cumulative record of Student Ratings and any other pertinent information concerning teaching effectiveness or other assigned duties. The Head's assessment will be entered into the Sessional Appointee's personnel file and the Sessional Appointee may enter comments with respect to the Head's assessment.

The Department Head or equivalent shall re-assess the performance of a Sessional Appointee in the same manner as above after every eight (8) HCE or two (2) years, whichever comes first.

23.9.3 A Sessional Appointee may request a written assessment from the Head or equivalent at any time during the last two months of the term of the appointment. The request should be in writing. The assessment will be provided by the Head to the academic staff member prior to the termination date of the appointment. The Head will also offer the academic staff member an opportunity to discuss the assessment, which will then be entered in to the personnel file of the academic staff member.

#### 23.10 Cancellation of Appointment

A Sessional Appointment may be cancelled in whole or in part by the Governors prior to the commencement of the appointment term.

The cancellation of an appointment offer made less than twenty (20) work days prior to the commencement of the appointment term shall be subject to a cancellation fee, as more particularly set forth in Schedule "B".

#### 23.11 Termination of Appointments

After the commencement of an appointment, a Sessional Appointment may be terminated by the Governors prior to the stated termination date of the appointment with three (3) months' notice or pay-in-lieu of notice, up to the termination date of the appointment, for reasons of bona fide changes in the academic plans of the Faculty or Department concerned that make the Sessional Appointment no longer viable, or for bona fide financial reasons.

#### 23.12 Consideration for Other Appointments

23.12.1 If a present Sessional Appointee or an individual who held a Sessional appointment in the past five (5) academic years chooses to apply for an additional Sessional appointment in a specific department or equivalent, he or she will have the right of first refusal after he/she has taught seven (7) half course equivalents, subject to the following:

- a) the candidate has the requisite knowledge, skills, and professional qualifications for the position; and

- b) the candidate has a good record of performance in his or her previous appointment(s).

Half course equivalents taught within the past five (5) academic years where the current Sessional Appointee held a Limited Term and/or a Contingent Term appointment will count towards the eligibility of right of first refusal.

Notwithstanding Article 23.5, where the Department Head or equivalent has decided to offer a Sessional Appointment and wishes to hire a Sessional appointee who meets all of the eligibility requirements under Article 23.12, and where there are no other sessional appointees who have met the 7HCE requirement for the right of first refusal, the Department Head or equivalent need not post the position.

23.12.2 When there are two or more qualified Sessional Appointees who are candidates for a posting who have right of first refusal and have substantially equal assessments, the appointment shall be offered to the candidate with the most relevant experience to the course at the University.

23.12.3 It is the responsibility of the Sessional Appointee to keep the Faculty or department advised of his or her current mailing address and telephone number.

### 23.13 Application of the Collective Agreement

The following Articles of this Agreement shall not apply to Sessional Appointees:

- Article 12: Workload Assignment
- Article 13: Outside Professional Activities
- Article 14: Salaries
- Article 15: Salary Anomalies
- Article 16: Research and Scholarship Leave
- Article 17: Administrative Leaves
- Article 21: Redundancy
- Article 22: Financial Exigency

Only the following provisions of Article 18: Leaves shall apply to Sessional Appointees:

- Leaves of Short Duration
- Leaves for Urgent Personal Reasons
- Leaves for Compassionate Reasons
- Military Leaves

- Court Leaves
- Special Leaves

Parenting Leaves under article 18.8 do not apply. Sessional Appointees are entitled to leave from duties for maternity leave, parental leave and adoption leave pursuant to the Employment Insurance Act and other applicable legislation.

23.14 A Sessional Appointee appointed for a duration of greater than six (6) consecutive months, and an extent of duties of six (6) half-course equivalents or more, who is subsequently granted a Continuing, Contingent Term, or Limited Term academic staff appointment shall be granted prorated service credit toward a research and scholarship leave or administrative leave, provided that:

- a) the Continuing, Contingent Term, or Limited Term appointment is contiguous with the Sessional Appointment; and
- b) the Sessional Appointment was in the same or related discipline, and required performance at a level comparable to that of a Continuing Appointee, and was not of a limited or restricted nature.

Where the contiguity requirement in 23.14 (a) is not met because of an interruption in service of less than five (5) months, prorated credit may be granted in the discretion of the Dean at the time the Continuing, Contingent Term, or Limited Term appointment is made.

## Article 24: Grievance Procedure and Arbitration

24.1 The Parties confirm their mutual desire that grievances be dealt with promptly and progressively with the object of arriving at a proper settlement in accordance with the procedures hereinafter described.

24.2 In the event that a dispute arises:

- a) between the Governors and the Association; or
- b) between the Governors and one or more members of the academic staff;

concerning the interpretation, application or alleged violation of this Agreement, or as to whether that dispute can be the subject of arbitration, such dispute (hereinafter referred to as a grievance) shall be settled in accordance with one of the following procedures as applicable, without stoppage of work, refusal to perform work, or lockout.

24.3 Grievances filed in accordance with this Article concerning Articles which make provision for an appeal shall be limited to the interpretation of whether the procedures relating to those Articles have been followed, and shall not relate to any matter which may be the subject of an appeal.

24.4 Unless otherwise agreed, no matter may be submitted to arbitration which has not been properly processed through all the previous steps of the grievance procedure as detailed in this Article.

24.5 Procedure Initiated by the Association or the Governors

24.5.1 Step I – The Party alleging that a grievance exists shall, within twenty (20) work days of the date that it becomes aware, or should reasonably have become aware, of the incident causing the grievance, advise the other Party, in writing, of:

- a) the nature of the grievance and the circumstances out of which it arose; and
- b) the remedy or correction required; and
- c) the Article or Articles of the Collective Agreement which are alleged to have been violated.

The Parties shall meet within twenty (20) work days of receipt of such notice, and attempt to resolve the grievance. In the event that the grievance is not resolved, the provisions of Step II shall apply.

24.5.2 Step II – If settlement is not reached through the foregoing procedure, the Association and Provost shall meet within twenty (20) work days of the Step I meeting in an attempt to resolve the grievance.

24.5.3 Step III – Within twenty (20) work days of the meeting outlined in the preceding Step, either Party may serve written notice upon the other Party of its intention to submit the grievance to arbitration.

24.6 Procedure Initiated by Individual Members of the Academic Staff

24.6.1 Step I – Within twenty (20) work days of the date that the individual becomes aware, or should reasonably have become aware, of the incident or circumstances causing the dispute, the staff member shall contact the Association, which shall forthwith request to meet with the Dean or other senior leadership team member and seek to resolve the matter.

24.6.2 Step II – If, in the opinion of the Association, the matter is not resolved satisfactorily in Step I, the Association may, within twenty (20) work days, put the grievance in writing to the Dean or other senior leadership team member, setting forth:



- a) the nature of the grievance and the circumstances out of which it arose; and
- b) the remedy or correction required; and
- c) the Article or Articles of the Collective Agreement which are alleged to have been violated.

The written grievance is sent to the Dean, with a copy to the grievor. The Dean shall, within twenty (20) days of receiving the written grievance, respond in writing to the Association.

- 24.6.3 Step III – If, in the opinion of the Association, the grievance is not resolved satisfactorily in Step II, and the Association wishes to proceed further, the Association may, within twenty (20) work days, send the written grievance with the Dean’s response to the appropriate Vice-President, with a copy to the grievor.

The Vice-President shall, within twenty (20) work days, request a meeting with representatives of the Association. Following the meeting, the Vice-President shall have twenty (20) work days to provide a decision in writing to the Association. The Association is responsible for providing the grievor with a copy of the response.

- 24.6.4 Step IV - If settlement is not reached through the foregoing procedure, the Association may, within twenty (20) work days of the meeting outlined in the preceding Step, serve written notice upon the Governors of its intention to submit the grievance to arbitration. This notice will be directed to the Provost and Vice-President (Academic).

- 24.6.5 At the request of the Association, the grievor may be present at any or all of the meetings provided for in these procedures. At the request of the Governors, the Dean or other senior leadership team member may be present for any or all of the meetings provided for in these procedures.

24.7 Time Limits

- 24.7.1 Throughout the provisions of this Article, all references to “day” or “days” shall exclude Saturdays, Sundays, public holidays which are observed by the University, and the months of July and August.

- 24.7.2 The Parties will instruct Chairs of investigative committees, arbitration panels, and the like, not to schedule meetings during the months of July and August.

- 24.7.3 The Governors will not normally initiate disciplinary action against an academic staff member during the months of July and August except where necessary in the opinion of the Governors to ensure the safe and effective operation of the University.

- 24.7.4 The Association will not normally initiate actions under the grievance procedure during the months of July and August.
- 24.7.5 In the event that the Party initiating an action under either of the foregoing procedures fails to follow the procedure and the time limits established therein, the action shall be deemed to be abandoned.
- 24.7.6 Where the respondent, i.e. the recipient of the grievance or statement of dispute, fails to respond, the action shall advance to the next step.
- 24.7.7 Either Party may request an extension of the time limits mentioned above, provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be denied unreasonably.

24.8 Arbitration

- 24.8.1 After a notice has been sent submitting a grievance to arbitration pursuant to article 24.5.3 or 24.6.4, the grievance shall normally be submitted to an Arbitration Board.

The Party submitting a grievance to arbitration shall, within twenty (20) work days, inform the other Party of the name of its appointee to the Arbitration Board. The recipient of the notice shall, within twenty (20) work days of receipt of such notice, inform the other Party of the name of its appointee to the Arbitration Board.

The two appointees so selected shall, within twenty (20) work days of the appointment of the second of them, appoint a third member who shall be the Chair of the Arbitration Board.

If, within the required time:

- (a) the recipient of the notice fails to appoint a member of the Arbitration Board; or
- (b) the two appointees fail to agree on a Chair of the Arbitration Board;

either or both Parties may request the Chair of the Labour Relations Board, under the Labour Relations Code, to appoint a person as a member, or as Chair, as the case may be.

The time within which any appointment must be made may be extended by agreement between the Parties.

Where a vacancy occurs in the membership of an Arbitration Board, it shall be filled in the same manner as provided for the appointment of the member or Chair as the case may be.

24.8.2 In the alternative to the appointment of an Arbitration Board pursuant to 24.8.1, the Parties may agree to submit the grievance to a single Arbitrator.

The Parties shall jointly appoint an Arbitrator within twenty (20) work days of the receipt of the notice submitting a grievance to arbitration pursuant to article 24.5.3 or 24.6.4.

The time within which any appointment must be made may be extended by agreement between the Parties.

If the Parties are unable to agree on an Arbitrator, either or both Parties may request the Chair of the Labour Relations Board, under the Labour Relations Code, to appoint an Arbitrator.

The term "arbitrator" shall replace "arbitration board" in articles 24.9, 24.10 and 24.11 as appropriate.

24.8.3 No person shall be appointed as a member of an Arbitration Board or as an Arbitrator if the person is directly affected by the dispute, or if that person has been involved in an attempt to settle the dispute.

#### 24.9 Authority of the Arbitration Board

24.9.1 Notwithstanding Section 90 of the *Post-Secondary Learning Act*, the Parties agree to adopt the provisions of the current Labour Relations Code, with respect to the authority of the arbitrator in rights arbitration, for the purposes of an Arbitration Board convened to resolve disputes under this Agreement, unless such provisions conflict with the provisions of this Article 24.

24.9.2 The Arbitration Board may:

- a) enter any premises where:
  - i) work is being done or has been done by a staff member, or in which the University carries on business; or
  - ii) anything is taking place or has taken place concerning a grievance submitted to the Arbitration Board;
- b) question any person under oath in the presence of the Parties or their representatives concerning any matter connected with the grievance;
- c) authorize any person to do the things that the Arbitration Board is permitted to do under this Article and to report thereon.

24.9.3 An Arbitration Board:

- a) may accept any oral or written evidence that, in its discretion, it considers proper, whether admissible in a court of law or not; and
- b) may administer an oath to a person appearing before the Arbitration Board; and
- c) is not bound by the laws of evidence applicable to judicial proceedings; and
- d) may summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce the documents and things that the Arbitration Board considers requisite to the full investigation and consideration of matters within its jurisdiction in the same manner as a court of record in civil cases.

24.9.4 No Arbitration Board shall by its award alter, amend, or change the terms of this Agreement.

24.9.5 When dealing with grievances involving claims of non-compliance with the procedural requirements of an Article, if the Arbitration Board finds that the procedural requirements have not been complied with, it shall be limited to directing that the matter be reconsidered by the appropriate body in accordance with the proper procedures.

24.10 The Arbitration Board's Decision

24.10.1 The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted to it.

24.10.2 The Arbitration Board shall not substitute its judgment for that of the Governors or any officer of the University acting on behalf of the Governors, where the exercise of such judgment is not specifically limited by the terms of this Agreement.

24.10.3 If, when dealing with grievances concerning disciplinary action, the Arbitration Board determines that grounds are established that constitute good and sufficient reason for disciplinary action, the Arbitration Board may substitute some lesser disciplinary action specified in Article 20, Clause 20.2 that to the Arbitration Board seems just and reasonable in the circumstances.

24.10.4 The Arbitration Board shall hear and determine the grievance, and shall issue a decision in writing which shall be final and binding upon the Parties and upon any staff member affected by it. The award of a majority is the award of the Arbitration Board, but if there is not a majority, the decision of the Chair governs and shall be deemed to be the award of the Arbitration Board.

- 24.10.5 The Arbitration Act does not apply to an arbitration under this Agreement or any award resulting from it.
- 24.10.6 a) No award, proceeding, or decision of an Arbitration Board shall be questioned or reviewed in any court, and no order shall be made or process entered or proceedings taken in any court (whether by way of injunction, declaratory judgment, prohibition, or otherwise) to question, review, prohibit, or restrain the Arbitration Board in any of its proceedings.
- b) Notwithstanding sub-section (a), the award, proceeding, or decision of an Arbitration Board may be questioned or reviewed by way of an application to the court to determine if there have been any irregularities in the process, if the decision of the Arbitration Board was patently unreasonable, or if the Arbitration Board exceeded its authority under this Agreement, provided that such application is filed no later than thirty (30) days after the date of the award, proceedings, or decision of the Arbitration Board.
- 24.10.7 An Arbitration Board may correct in any award any clerical mistake, error, or omission.

24.11 Fees and Expenses

Each Party to the dispute shall bear the expenses of its appointee to the Arbitration Board, and the two Parties shall bear equally the expenses of the Chair.

## Article 25: Joint Liaison Committee

- 25.1 Within fourteen (14) days of the effective date of this Agreement, the Governors and the Association shall form a Joint Liaison Committee.
- 25.2 The Committee shall be composed of three (3) representatives of each of the Governors and of the Association. A quorum shall be four (4) members, with two (2) representatives of each Party.
- 25.3 Two (2) members of this Committee, one (1) from each Party, shall be designated by the Committee as joint Chairs. They shall alternate in presiding over meetings and they shall be responsible for determining and circulating the agenda and notices.
- 25.4 The objectives of the Committee shall be:
- a) to review matters of mutual concern arising from the administration of this Agreement, excluding any dispute which is the subject of an appeal or

grievance pursuant to any other provision of this Agreement or which has been submitted to arbitration for resolution;

- b) to review matters which are not covered by the Collective Agreement, but which are of concern to the Association and/or the Governors, with the understanding that the Governors shall not change rights of and practices relating to academic staff members that have traditionally been the subject of consultation or negotiation without consultation with the Association as provided for in this Article;
- c) to maintain and develop a spirit of cooperation and mutual respect between the Parties;
- d) to facilitate effective working relationships between the Governors and members of the academic staff;
- e) to foster good communication between the Parties, and to serve as a forum for the exchange of information.

25.5 The Committee shall meet as necessary but at least once every two (2) months during the academic year. Either Chair may call a meeting on seven (7) work days' written notice. Written agendas shall be circulated at least forty-eight (48) hours in advance of each meeting.

25.6 The Joint Liaison Committee shall not have the power to add to or modify the terms of this Agreement, but may recommend possible additions or modifications.

## Article 26: Negotiating Procedures

### 26.1 Notice to Commence

26.1.1 Either Party to this Agreement may, by notice in writing given not less than sixty (60) work days and not more than one hundred and twenty (120) work days preceding the date of expiration of this Agreement, require the other Party to commence collective bargaining.

26.1.2 A notice to commence collective bargaining shall contain a list of the items which the Party serving such notice wishes to negotiate, stating its proposals in respect to each such item, and naming not more than three (3) persons authorized to negotiate on its behalf, one of whom shall be designated as Principal Negotiator. The names of Resource Persons shall also be included.

26.1.3 Within ten (10) work days of receipt of a notice to commence collective bargaining, the recipient shall, by notice in writing to the other Party, name not more than three

(2) persons authorized to negotiate on its behalf, one of whom shall be designated as Principal Negotiator. The names of Resource Persons shall also be included. The recipient shall set forth such items and proposals related thereto that it wishes to negotiate.

26.1.4 At least one (1) person named by the Association shall be a member of the Executive of the Association, and at least one (1) person named by the Governors shall be a member of the Board of Governors.

26.1.5 No items for negotiation other than those exchanged pursuant to Article 26, Clauses 26.1.2 and 26.1.3 may subsequently be introduced into the negotiations except by mutual consent. All other matters which are covered by this Agreement shall remain in force, unchanged.

26.1.6 Upon the service of a notice to commence collective bargaining, the Parties, without delay but in any event within twenty (20) work days after the notice is given, shall:

- a) meet and commence to bargain collectively in good faith; and
- b) make every reasonable effort to reach agreement.

## 26.2 Mediation

26.2.1 If a dispute arises in respect to any of the items for negotiation, the Parties may agree to appoint a mediator to assist in settling the outstanding issues.

26.2.2 If the Parties are unable to appoint a mutually acceptable mediator within ten (10) work days of the decision to make such appointment, they shall jointly request that the Minister of Labour make the appointment on their behalf.

26.2.3 The two Parties shall bear equally the expense of the mediator.

26.2.4 The person appointed as mediator shall enquire into the dispute and endeavor to resolve it.

26.2.5 During the enquiry, the mediator shall:

- a) hear such representations as are made by the Parties to the dispute;
- b) mediate between the Parties to the dispute; and
- c) encourage the Parties to the dispute to resolve it.

26.2.6 Within twenty (20) work days of the date of appointment, or such longer period as the Parties may agree upon, the mediator shall submit to the Parties recommendations for resolution of the dispute.

26.3 Arbitration  
Note: See Letter of Understanding re: Article 26.3 Arbitration

26.3.1 If settlement is not reached within sixty (60) work days of the date that negotiations commenced, either or both of the Parties may request that any outstanding issues be referred to arbitration.

26.3.2 Where mediation has been agreed to, no request for arbitration may be made until the mediator has submitted recommendations to the Parties.

Notwithstanding, either Party may submit thirty (30) work days of written notice to the other Party and the mediator to terminate the mediation.

26.3.3 Normally, the Parties shall establish an Arbitration Board.

Each Party shall appoint a member to an Arbitration Board within ten (10) work days of the date that the request is made for referral to arbitration.

The two members so appointed shall, within ten (10) work days of the appointment of the second of them, appoint a third member who shall be the Chair of the Arbitration Board.

If, within the required time:

- a) the recipient of the notice fails to appoint a member of the Arbitration Board; or
- b) the two appointees fail to agree on a Chair of the Arbitration Board;

either or both Parties may request the Chief Justice of Alberta (or, if the Chief Justice is unable to act, a Justice of the Appellate Division) to appoint a person as a member (under (a) above) or as Chair (under (b) above), as the case may be.

The time within which any appointment must be made may be extended by agreement between the Parties.

Where a vacancy occurs in the membership on an Arbitration Board, it shall be filled in the same manner as provided for in respect of the appointment of the member or Chair, as the case may be.

26.3.4 In the alternative to the appointment of an Arbitration Board, the Parties may agree to refer the outstanding issues to a single Arbitrator.

The Parties shall jointly appoint an Arbitrator within ten (10) work days of the date that the request is made for referral to arbitration.



The time within which the appointment must be made may be extended by agreement between the Parties.

If the Parties are unable to agree on an Arbitrator, either or both Parties may request the Chief Justice of Alberta (or, if the Chief Justice is unable to act, a Justice of the Appellate Division) to appoint an Arbitrator.

The term "arbitrator" shall replace "arbitration board" in articles 26.3.7 through 26.3.14 as appropriate.

- 26.3.5 No person shall be appointed as a member of an Arbitration Board or as an Arbitrator if the person is directly affected by the dispute or if the person has been involved in an attempt to negotiate or settle the dispute.
- 26.3.6 Each Party shall bear the expense of its respective appointee to an Arbitration Board, and the two Parties shall bear equally the expense of the Chair.
- The Parties shall bear equally the expense of an Arbitrator.
- 26.3.7 The Parties shall communicate to an Arbitration Board the items for arbitration and those which have been settled.
- 26.3.8 As soon as possible after an Arbitration Board is designated it shall, after serving sufficient notice on all Parties, proceed to make full enquiry.
- 26.3.9 An Arbitration Board may only consider, and an arbitral award may only deal with, those matters which are negotiable and which have been referred to the Arbitration Board for resolution.
- 26.3.10 An Arbitration Board shall not entertain or introduce any items for arbitration other than those already under consideration by the Parties.
- 26.3.11 An Arbitration Board shall have the power to determine its own procedures, but shall give full opportunity to the Parties to present evidence and to be heard, holding such meetings and discussions as it may consider necessary.
- 26.3.12 After making full enquiry and without undue delay and in any event not more than twenty (20) work days after the date the items for arbitration are communicated to an Arbitration Board, the Arbitration Board shall make an award which shall be binding on both Parties, and that award shall be communicated, in writing, to the Chair of the Governors and to the President of the Association.
- 26.3.13 The award of a majority of the members of an Arbitration Board, and failing a majority, the award of the Chair, shall be the award of the Arbitration Board.

26.3.14 The Arbitration Act does not apply to an arbitration under this Agreement or any award resulting from it.

a) No award, proceeding, or decision of an Arbitration Board shall be questioned or reviewed in any court, and no order shall be made, or process entered, or proceedings taken in any court (whether by way of injunction, declaratory judgment, prohibition, quo warrant or otherwise) to question, review, prohibit, or restrain the Arbitration Board in any of its proceedings.

b) Notwithstanding sub-section (a), the award, proceeding, or decision of an Arbitration Board may be questioned or reviewed by way of an application for certiorari or mandamus, if an application therefore is filed with the court no later than thirty (30) days after the date of the award, proceedings, or decision of the Arbitration Board.

#### 26.4 Ratification

26.4.1 Where the representatives of the Parties reach agreement on all items for negotiation,

a) the Governors' representatives shall present and recommend the proposed agreement to the Governors, which shall ratify or reject the agreement;

b) the Association's representatives shall present and recommend the proposed agreement to the membership of the Association, which shall ratify or reject the agreement;

c) the formal ratification of both Parties shall be sought no later than twenty (20) work days after the Parties' representatives have signified their acceptance of the proposed agreement.

26.4.2 Where an agreement has been reached but not ratified by one or both Parties, collective bargaining shall continue for a period of not more than ten (10) work days following the date the agreement is rejected. If an agreement is not reached during that period, either or both of the Parties may request that any issues deemed to be outstanding be referred to arbitration.

26.4.3 Where a settlement has been reached and ratified by the Parties, or an arbitration award has been made, the Parties shall incorporate into a collective agreement the following:

a) the arbitral award of the Arbitration Board or Arbitrator (if applicable); and

b) such other matters as have been agreed by the Parties; and

c) those matters covered by this Agreement for which no changes were proposed.

26.5 Joint Agreement Review Committee (ARC)

26.5.1 Both Parties shall appoint three (3) members to the ARC. The ARC will be charged with the on-going review of the Collective Agreement and with making recommendations to the Parties.

26.5.2 The ARC shall meet on an informal basis at the call of either of the Parties signatory hereto to review matters of mutual interest arising from the administration of this Agreement. Parties should meet monthly but may agree to meet every second month or quarterly.

26.5.3 The Parties are committed to respect the concerns of either Party and endeavor to resolve concerns in a mutually beneficial manner.

## Article 27: Duration of Agreement

27.1 This Agreement shall take effect on the 1st day of July, 2019, and shall expire on the 30th day of June 2020. This Agreement shall continue to be in effect until a new Agreement is concluded.

## Article 28: Tenure and Promotion

28.1 This Article applies to any application for:

- a) tenure,
- b) promotion,
- c) transfer between professorial and instructor streams, and
- d) renewal of tenure track appointment.

As part of the transition to the new system, the Parties shall endeavour to ensure that no academic staff are disadvantaged by the new processes.

28.2 Any deviations from the provisions of this Article shall require the approval of the Provost and Vice-President (Academic) and the Faculty Association.

28.3 For the purposes of this Article, the following shall apply:

- a) Academic Administrator: An academic administrator is a Head, Assistant Dean, Associate Dean, Vice Dean (not senior leadership), Associate University Librarian, Associate Vice Provost (Libraries and Cultural Resources), Associate Director

(Student and Enrollment Services), and any others as agreed by the Provost and Vice-President (Academic) and the Faculty Association. It does not include members of the senior administration. If the applicant currently holds an appointment as an academic administrator the Provost and Vice-President (Academic)'s Office and the Faculty Association shall discuss and agree on the appropriate modification to the process to be followed.

- b) Advisor: An advisor is a Continuing, Contingent Term, or Limited Term member of the academic staff or a Faculty Association staff member who is selected by an applicant to accompany him or her in these processes. The applicant shall inform the committee chair or Provost, as appropriate, of the name of the advisor at least one day prior to the meeting. In any forum where s/he is acting in this capacity, an advisor has the authority to speak on behalf of, or along with, the applicant.
- c) Dean means the Dean of the Faculty affected, or for those outside the Faculties, the Vice Provost (Libraries and Cultural Resources), the Vice Provost (Student Experience), or another individual as mutually agreed by the Provost and Faculty Association. The authority of the Dean may not be delegated.
- d) Faculties include Arts, Environmental Design, the Haskayne School of Business, Kinesiology, Law, Medicine, Nursing, the Schulich School of Engineering, Science, Social Work, Veterinary Medicine, Werklund School of Education, Libraries and Cultural Resources, and Student and Enrollment Services. Those academic staff members outside of these Faculties will be dealt with by mutual agreement of the Parties.
- e) Head: In Departmentalized Faculties, the Head shall be the Department Head of the unit. In non-departmentalized Faculties, the Head shall mean the position normally designated by the Dean to prepare recommendations for promotion and tenure. The authority of the Head may not be delegated.
- f) Majority vote: A majority vote shall be said to exist where the number of positive votes exceeds the number of negative votes. Where the number of positive votes is the same as the number of negative votes, the Chair must vote to break the tie. The Chair shall not cast a vote, except to break a tie.

#### 28.4 Criteria

The criteria for renewal, transfer, tenure and promotion shall be established by the General Faculties Council (GFC). GFC's authority shall be limited to issues of criteria only (i.e. the academic standards upon which the transfer, renewal, tenure, or promotion shall be based). GFC may delegate the creation of Faculty Guidelines to the Faculty Councils to ensure the distinctive aspects of various disciplines are addressed in the application of the criteria. While the Faculty Guidelines may refine and interpret GFC's criteria, they may not add contradict or create new criteria unless

specifically authorized to do so by GFC. Neither the GFC criteria nor the Faculty Guidelines shall add to or embellish on any of the processes established in this Article.

The Parties shall prepare a joint recommendation for the consideration of the Executive Committee of GFC regarding the criteria for tenure/promotion. As an initial step, these discussions shall occur through the three-party ad hoc committee to review the APT and GPC Manuals.

## 28.5 Merging of Tenure and Promotion

When a person who holds the rank of Assistant Professor, Assistant Librarian, Assistant Archivist, Assistant Curator or Instructor is awarded tenure, the award of tenure shall include promotion to the Associate rank or Senior Instructor rank. An Assistant Professor, Assistant Librarian, Assistant Archivist, Assistant Curator or Instructor who holds a tenure track position may not apply for promotion prior to the award of tenure.

The granting of tenure includes promotion only for those who hold the rank of Assistant Professor, Assistant Librarian, Assistant Archivist, Assistant Curator or Instructor. For those who hold a tenure track appointment at any other rank the granting of tenure shall not include promotion to a higher rank. In those cases, promotion is a separate process.

Those who hold a limited term or contingent term appointment may apply for promotion using this Article; however application for promotion does not affect the limited term or contingent term nature of that appointment.

## 28.6 Tenure Application Process

28.6.1 The normal time to apply for tenure shall be in the penultimate year of the tenure track appointment. Applicants may apply for tenure earlier than the penultimate year. In this situation, the same process and criteria shall apply as if the applicant applied at the normal time. Applicants may only apply for tenure twice.

Any person who, as of June 1, 2014, is a tenure track Associate Professor, Associate Librarian, Professor, Librarian or Senior Instructor shall be eligible to submit an application for tenure on the regular schedule, without any consideration of promotion.

28.6.2 An applicant may withdraw his or her application at any time.

In the case of an academic appointee who applied for early consideration of tenure, the application may be withdrawn at any time on or before November 25. This withdrawal does not constitute a deferral nor count as one of the two allowed applications for tenure. However, if the withdrawal occurs after November 25, the application counts as one of the maximum of two allowed applications.

In the case of an applicant applying for tenure at the normal time, a withdrawal of the application without a deferral means that the applicant shall have no further opportunity to apply for tenure and the contract will lapse.

28.6.3 An academic appointee who is due to be considered for an appointment with tenure may be granted the following types of deferral. In all types of deferral, the tenure track appointment shall be extended for one year beyond the existing termination date. Such deferral, regardless of the number of times granted shall not interfere with the options of the Faculty Tenure and Promotion Committee (FTPC), Dean, Provost and Vice-President (Academic), or Appeal Committee.

a) Personal Deferral:

At any time on or before November 25, but as early as possible, an academic appointee may defer consideration for a period of one year by notifying the Dean in writing. This deferral may be taken only once at the time of consideration of an appointment with tenure or at the time of renewal of tenure track. A personal deferral need not be taken before a Dean's deferral can be granted.

A personal deferral shall no longer be available after the FTPC has considered an application for tenure and provided a two-year extension.

b) Dean's Deferral:

A Dean may approve a one-year deferral for compassionate reasons, or when appropriate to deal with circumstances beyond the control of the applicant, or for any other reasons the Dean considers appropriate. Should a Dean's deferral be required more than once, the Dean shall seek approval from the Provost and Vice-President (Academic).

c) Parental Deferral:

Parenting Leaves shall result in an automatic one-year deferral of consideration for an appointment with tenure. This deferral does not preclude the academic staff member from applying for an appointment with tenure according to the original timelines, applying for early consideration, or being eligible for subsequent deferrals.

d) Provost and Vice-President (Academic) Deferral:

In exceptional circumstances, the Provost and Vice-President (Academic) may approve a request for a one-year deferral of consideration for an appointment with tenure.

28.6.4 By May 15, each academic staff member in the penultimate year of his/her tenure track appointment will be notified of the procedures to be followed for an application, where to find the GFC criteria and Faculty Guidelines, and the consequences of not applying. Each Dean will be provided with a list of the academic staff members from their Faculty or Department, copied to the Faculty Association.

28.6.5 By June 15, an academic staff member who intends to apply for tenure shall provide a declaration of their intention to the Dean's office.

The applicant shall provide a list of names of possible referees to the Dean as indicated below. If so desired, the applicant may also provide the names of individuals who should not be contacted (in which case those individuals will not be contacted) and this list shall be kept confidential by the Dean.

a) within the professorial stream:

the applicant shall provide the names and contact information for at least three referees external to the University of Calgary to comment on the applicant's scholarly work and service to the profession/discipline.

b) within the instructor stream:

the applicant shall provide the names and contact information for at least three suggested referees internal (but external to the Department) or external to the University to comment on the applicant's teaching, scholarly work and pedagogical activities, as appropriate.

c) within librarian, archivist, curator, counsellor streams and other administrative and professional ranks:

the applicant shall provide the names and contact information for at least three suggested referees external to the University to comment on the applicant's scholarly work, professional activity, and service to the profession.

28.6.6 By September 1, all eligible academic staff who submitted a declaration by June 15 and who wish to be considered for tenure shall submit the items required as listed in Appendix 28 A. The onus is on the applicant to make the case for the award of an appointment with tenure and to provide all necessary information.

28.6.7 Application packages may be updated with relevant information whenever the applicant believes that the new information will have a significant impact on the review of his/her case. Up until the point that the Dean makes a recommendation to the Provost and Vice-President (Academic), such information should be provided to the Dean who shall copy the Head and FTPC. Following the Dean's recommendation to

the Provost and Vice-President (Academic), new information should be provided to the Provost and Vice-President (Academic), copied to the Dean.

## 28.7 Promotion and Transfer Application Process

28.7.1 The promotion application process applies only to academic staff who hold a tenure track or tenured appointment at the rank of Associate Professor, Associate Librarian, Associate Archivist, Associate Curator and Senior Instructor, as well as to academic staff at any progressive rank who hold a limited term or contingent term appointment.

Effective June 1, 2014, any current Assistant Professor, Assistant Librarian, Assistant Archivist, Assistant Curator or Instructor who has been previously granted tenure shall remain at his/her current rank with tenure. Such an academic staff member shall be eligible to submit an application for promotion to the next highest rank in their stream, without any further consideration of tenure.

28.7.2 By May 15, the Provost's office will send out a communique to all academic staff outlining the process to be followed for a promotion application, indicating where to find the GFC criteria and Faculty Guidelines.

28.7.3 By June 15, an academic staff member who intends to apply for promotion shall provide a declaration of their intention to the Dean's office.

The applicant shall provide a list of names of possible referees to the Dean as indicated below. If so desired, the applicant may also provide the names of individuals who should not be contacted (in which case those individuals will not be contacted) and this list shall be kept confidential by the Dean.

a) within the professorial stream:

the applicant shall provide the names and contact information for at least three referees external to the University of Calgary to comment on the applicant's scholarly work and service to the profession/discipline.

b) within the instructor stream:

the applicant shall provide the names and contact information for at least three suggested referees internal (but external to the Department) or external to the University to comment on the applicant's teaching, scholarly work and pedagogical activities, as appropriate.



c) within librarian, archivist, curator, counsellor streams and other administrative and professional ranks:

the applicant shall provide the names and contact information for at least three suggested referees external to the University to comment on the applicant's scholarly work, professional activity, and service to the profession.

28.7.4 By September 1, all eligible academic staff who submitted a declaration by June 15 and who wish to be considered for promotion shall submit the items required as listed in Appendix 28 A. The onus is on the applicant to make the case for the award of promotion to the next rank and to provide all necessary information.

28.7.5 Application packages may be updated with relevant information whenever the applicant believes that the new information will have a significant impact on the review of his/her application. Up until the point that the Dean makes a recommendation to the Provost and Vice-President (Academic), such information should be provided to the Dean who shall copy the Head and FTPC. Following the Dean's recommendation to the Provost and Vice-President (Academic), new information should be provided to the Provost and Vice-President (Academic), copied to the Dean.

28.7.6 All of the provisions of Article 28.7 and 28.10 regarding promotion shall apply to the process of transfer between the streams, with the question being whether the academic staff member meets the criteria for the new rank. A tenured academic staff member may not apply for a rank that normally does not include tenure (i.e. Assistant ranks or Instructor)

## 28.8 Renewal of Appointment Application Process

28.8.1 The normal time to apply renewal of a tenure track appointment shall be in the penultimate year of the contract, but applicants may apply for earlier than the penultimate year. In this situation, the same process and criteria shall apply as if the applicant applied at the normal time.

28.8.2 An applicant may withdraw his or her application at any time. In the case of an applicant applying at the normal time, a withdrawal of the application without a deferral means that the applicant shall have no further opportunity to apply for renewal and the contract will lapse.

28.8.3 An academic appointee who is due to be considered for renewal of a tenure track appointment may be granted the following types of deferral. In all types of deferral, the tenure track appointment shall be extended for one year beyond the existing termination date. Such deferral, regardless of the number of times granted shall not interfere with the option of the FTPC, Dean, Provost and Vice-President (Academic), or Appeal Committee.

a) Personal Deferral:

At any time on or before November 25, but as early as possible, an academic appointee may defer consideration for a period of one year by notifying the Dean in writing. This deferral may be taken only once, either at the time of renewal of tenure track or at the point of tenure consideration. A personal deferral need not be taken before a Dean's deferral can be granted.

b) Dean's Deferral:

A Dean may approve a one-year deferral for compassionate reasons, or when appropriate to deal with circumstances beyond the control of the applicant, or for any other reasons the Dean considers appropriate. Should a Dean's deferral be required more than once, the Dean shall seek approval from the Provost and Vice-President (Academic).

c) Parental Deferral:

Parenting Leaves shall result in an automatic one-year deferral of consideration for renewal of a tenure track appointment. This deferral does not preclude the academic staff member from applying for consideration for renewal of tenure track according to the original timelines, applying for early consideration, or being eligible for subsequent deferrals.

d) Provost and Vice-President (Academic) Deferral:

In exceptional circumstances, the Provost and Vice-President (Academic) may approve a request for a one-year deferral of consideration for renewal of a tenure track appointment.

- 28.8.4 By May 15, each academic staff member will be notified of the procedures to be followed for an application for renewal of appointment based on his or her normal renewal date. This notification shall inform the academic appointee of the procedures to be followed and indicate where to find the GFC criteria and Faculty Guidelines, and the consequences of not applying. Each Dean will be provided with a list of the academic staff members from their Faculty or Department, copied to the Faculty Association.
- 28.8.5 By June 15, an academic staff member who intends to apply for renewal of tenure track shall provide a declaration of their intention to the Dean's office.
- 28.8.6 By September 1, all eligible academic staff who submitted a declaration by June 15 and who wish to be considered for renewal of tenure track shall submit the items required as listed in Appendix 28 A. The onus is on the applicant to make the case

for the award of a renewed tenure track appointment and to provide all necessary information.

28.8.7 Application packages may be updated with relevant information whenever the applicant believes that the new information will have a significant impact on the review of his/her case. Up until the point that the Dean makes a recommendation to the Provost and Vice-President (Academic), such information should be provided to the Dean who shall copy the Head and FTPC; following the Dean's recommendation to the Provost and Vice-President (Academic), new information should be provided to the Provost and Vice-President (Academic), copied to the Dean.

## 28.9 Review of Renewal Applications

28.9.1 By November 3, the Head shall prepare an assessment and positive or negative recommendation based on his/her own review of the application for renewal of tenure track; and supply a copy of the assessment and recommendation to the applicant.

28.9.2 By November 10, the Head shall provide the applicant the opportunity to discuss the recommendation.

28.9.3 By November 18, following this discussion, the Head may revise the evaluation and provide a final assessment and recommendation in writing to the applicant concerned and the Dean.

28.9.4 If the Head's recommendation for renewal is positive, the Dean may:

a) recommend the two-year renewal to the Provost and Vice-President (Academic) without referring the application to the Faculty Tenure and Promotion Committee;

b) forward the application to the Faculty Tenure and Promotion Committee for discussion prior to making a recommendation to the Provost and Vice-President (Academic)

28.9.5 If the Head's recommendation for renewal is negative, then the application shall be forwarded to the FTPC.

28.9.6 The applicant shall have the opportunity to respond in writing to the Head's recommendation by November 25. This response shall be submitted to the Dean as Chair of the FTPC, with a copy to the Head. Such response shall be considered by the FTPC.

In the case of a negative recommendation from the Head, if the applicant does not reply, the Dean shall alert the Faculty Association and Faculty Relations Offices as soon as the response deadline has passed. To ensure that the process does not continue in the event that the applicant has abandoned the process, and to ensure

the applicant understands the implications of not responding, the Faculty Association shall attempt to contact the applicant as soon as possible to establish whether the applicant wishes to continue with the application. If the applicant wishes to continue with the application, or does not respond to the Faculty Association, the application shall continue and be considered by the FTPC.

## 28.10 Review of Tenure/Promotion/Transfer Applications

### 28.10.1 **Referee Comments**

a) By August 31, upon the receipt of a declaration of the intention to apply for tenure and/or promotion, the Dean shall develop a list of referees and ascertain their willingness to take on this role. The Dean retains the authority to select the referees, but must include at least one of the referees proposed by the applicant. The Dean must ensure that the referees are at arms' length from the candidate.

- For those applications in the professorial stream:

referees shall include at least three academics from outside the University who shall be invited to assess the quality and progress of the applicant's research and scholarly work and service to the profession/discipline.

- For those applicants in the instructor stream:

referees shall include at least three academics internal (but external to the Department) or external to the University who shall be invited to assess the quality and progress of the applicant's teaching and pedagogical activities. At least one of the referees shall be from outside the applicant's Faculty.

- For those applicants in the librarian, archivist, curator, and counsellor ranks, or other administrative or professional academic ranks:

referees shall include at least three academics or professionals, as appropriate for the nature of the position, to assess the quality and progress of the applicant's professional activity, scholarly work and service to the profession/discipline or equivalent.

b) Once the applicants' materials are received, the Dean shall send the materials to the referees who have indicated a willingness to serve as a referee to obtain signed, written advice from these experts within the discipline or field of study. The Dean shall do so using the template agreed to by the Provost and Vice-President (Academic)'s Office and the Faculty Association.

- c) If, after receiving the letters from the referees, the Dean believes that one or more of the referee letters is inappropriate or is not sufficiently at arm's length, and should not be considered as part of the process, the Dean may request permission to have the referee letter purged from the process. Upon receipt of such a request, the Provost and Vice-President (Academic) and the Faculty Association shall decide on a course of action. If there is no agreement between the Provost and the Association, the letter shall be considered with the Dean's concerns noted.
- d) By October 22, the Dean shall supply the referee letters to the Head who will use them when writing the assessment and recommendation.
- e) The letters from the referees shall be held confidential to the Provost and Vice-President (Academic), Dean, Head, Human Resources, the Faculty Association and Committees operating under these procedures.

Any Freedom of Information and Protection of Privacy (FOIP) requests regarding access to referee or other documents need to be handled expeditiously. The University FOIP office shall be instructed to deal with such requests within one week.

- f) In cases where a recommendation for promotion to Professor has been denied in the past, recommendations in subsequent years shall include new letters from external referees, plus all letters of reference received in connection with the case for promotion in the preceding two years. An external referee used for a past application for promotion to Professor can be asked to submit an updated recommendation letter for the current application.

#### 28.10.2 **Internal Consultation Process**

- a) By October 22, the Dean shall solicit signed written input from all tenured academic staff in the department and, when appropriate, beyond the department or equivalent (for example, in the case of joint appointments and secondments), based on the template agreed to by the Provost and Vice-President (Academic)'s Office and the Faculty Association. The Dean shall supply a list of those to be consulted to the applicant. Should the applicant wish to add to the list, she or he may supply an additional list of individuals whose comments should be solicited, with reasons. These individuals must also be contacted by the Dean unless there is a valid reason not to do so, using the same template.
- b) By October 22, the Dean shall provide access to all input received to the Head and the Faculty Association.

### 28.10.3 **Head's Review and Recommendation**

- a) The Head shall review all the materials received as indicated in Appendix 28 A and shall prepare an evaluation of whether the applicant meets the criteria for tenure and/or promotion, including a recommendation on the application, providing detailed summary of all input received.
- b) By November 3, the Head shall supply the applicant with a copy of the evaluation and recommendation.
- c) By November 10, the Head shall provide the opportunity for the applicant to discuss the evaluation and recommendation. The Head may revise the evaluation and recommendation following this discussion.
- d) By November 18, the final evaluation and recommendation will be provided to the applicant and Dean. In the case of a negative recommendation, the Head must include information about the appeal process as outlined below.
- e) The applicant shall have the opportunity to respond in writing to the Head's recommendation by November 25. This response shall be submitted to the Dean as Chair of the FTPC, with a copy to the Head. Such a response shall be considered by the FTPC.

If the applicant does not respond in writing to a Head's negative recommendation, the Dean shall alert the Faculty Association and Faculty Relations Offices as soon as the response deadline has passed.

To ensure that the process does not continue in the event that the applicant has abandoned the process, and to ensure the applicant understands the implications of not responding, the Faculty Association shall attempt to contact the applicant as soon as possible to establish whether the applicant wishes to continue with the application. If the applicant wishes to continue with the application, or does not respond to the Faculty Association, the application shall continue and be considered by the FTPC.

In the case of an applicant applying early, the application shall be considered to be one of the maximum of two applications from the applicant.

In the case of an applicant applying at the normal time, the applicant shall have no further opportunity to apply for tenure in the future and the contract shall lapse at its end date.

28.11 Consideration by the Faculty Tenure and Promotion Committee (FTPC)

28.11.1 **Committee Composition**

The FTPC is a Dean's Advisory Committee composed of the following members:

- a) The Dean (Chair), voting only in the case of a tie

Voting members:

FTPC Voting members must hold the rank of Professor, Teaching Professor, Librarian, Curator, Archivist, Associate Professor, Associate Librarian, Associate Curator, Associate Archivist, Senior Counsellor, Senior Instructor, or a rank outside of the professorial/instructor/librarian/curator/archivist streams. Academic staff members electing the FTPC members and alternates must hold a Continuing, Contingent Term, or Limited Term appointment.

- b) Four academic staff members, plus an alternate, elected by academic staff in the Faculty (except in small Faculties of fewer than 30 Continuing, Contingent Term or Limited Term members, which may elect three (3) members plus an alternate). At least two of these elected members shall be full Professors, full Librarians, full Archivists, full Curators, or Senior Counsellors. Each appointee will normally receive a 2-year appointment on a rotating basis. The members shall not be eligible for immediate reappointment to the FTPC at the conclusion of their term, to allow for variation in the committee membership over time.
- c) One academic staff member, from outside the Faculty, appointed by the Provost and Vice-President (Academic).
- d) One or Two academic staff members appointed by the Dean (specifically, to ensure gender and disciplinary representation, when necessary).
- e) In those Faculties with members in the instructor stream, one additional academic staff member from the instructor stream, plus an alternate, shall be elected as a full voting member of the committee.
- f) In Faculties where the number of Continuing, Contingent Term and Limited Term members exceeds 350, there shall be an additional member appointed in category b) above. In this case, the Dean may also appoint an additional member under category d).

Participating/Non-voting members:

- g) One student appointed by the Students' Union (except in the Faculty of Environmental Design).
- h) One student appointed by the Graduate Students' Association
- i) One academic staff member appointed by the Faculty Association

Quorum- FTPC may not meet unless:

- a) the following members are present:
  - i. the Dean (Chair)
  - ii. at least three of the elected academic appointees (two in small Faculties)
  - iii. the Provost and Vice-President (Academic)'s appointee
  - iv. the member appointed by the Faculty Association.
  - v. a voting member from the Instructor stream must be present for all cases from that stream
- b) both genders are represented among the voting academic staff members.

No member of the FTPC may send a substitute representative to any meeting.

No later than November 10, the applicant shall be informed of the members of the FTPC by the Dean. The applicant may request a replacement of an individual on FTPC due to a conflict of interest, or perception of a conflict of interest. The Dean shall utilize the alternate as the replacement. The request shall be directed to the Dean in the first instance unless the Dean is the subject of the request. If the Dean is the subject of the request, the request shall be directed to the Provost and Vice-President (Academic) or the Faculty Association, who jointly shall decide on a course of action.

**28.11.2 Committee Procedures**

- 28.11.2.1 By November 30, the Dean shall ensure that the committee members are given access to all required documentation and are oriented with respect to these procedures and the criteria relevant to the applications under consideration by the FTPC.
- 28.11.2.3 The committee members shall consider only the documentation provided by the applicant, Head or Dean in accordance with Appendix 28 A, along with the oral evidence presented by the applicant and Head. Committee members may not present additional information at the meeting.



28.11.2.4 Voting members shall normally not abstain and shall vote in an open process (not by secret ballot).

28.11.2.5 Committee members have an obligation to declare any situation that could be perceived as a conflict of interest. Such individuals shall be disqualified from viewing document for said applicant, attending the deliberations concerning the application and from voting on the application.

The Chair shall have the right to rule a member ineligible to vote or to require a member to withdraw from the deliberations of the FTPC if the Chair considers that a conflict of interest exists.

28.11.2.6 Between December 1 and January 15, the FTPC shall meet to review applications for tenure, renewal of tenure track, promotion and transfer between the ranks.

28.11.2.7 If half or less of the voting members of the FTPC are in favour of the recommendation that is sought by the applicant, the Dean shall declare a pause in the proceedings. The Dean shall inform the applicant, in writing, of the specific concerns identified by the FTPC, including the substance of adverse comments made by the referees and invite the applicant and the Head to a second meeting of the FTPC. The Dean shall consult with all FTPC members in drafting the letter in order to ensure all concerns of the FTPC members are adequately identified. The FTPC may request further information not already in evidence from the applicant or the Head. The Dean shall give all members of the FTPC a copy of this document.

The Dean shall give the applicant at least one week to respond in writing to the FTPC. However, if additional documentation is requested from the Head, the applicant must be provided at least a week from the date of receiving the documentation from the Head to review and respond before the second meeting of the FTPC. Any documentary information provided by the applicant shall be provided to the Head no later than the same time as it is provided to the members of the FTPC.

28.11.2.8 After the applicant's deadline to respond, but no later than January 31, the FTPC shall be reconvened.

The purpose of the second meeting is to allow FTPC to consider in more detail the application, based on the concerns raised in the Dean's letter, before voting on a recommendation to the Dean.

At any meeting where the applicant is invited to attend the FTPC, the applicant may be accompanied by an Advisor. If the applicant is unable or unwilling to attend, the applicant may authorize the Advisor to attend and speak on his or her behalf. In the presence of both the Head and the applicant (and the applicant's advisor, if the applicant so chooses) the FTPC may ask questions of either or both the applicant and Head in the other's presence.

If the applicant requests that the FTPC proceed without the attendance of the applicant or Advisor, the FTPC shall proceed; however the Head shall not be permitted to attend the meeting.

The applicant, Head and Advisor shall not be present during any of the deliberations of the FTPC following these presentations.

28.11.2.9 At this conclusion of this second meeting, the Chair shall proceed with a vote:

a) For applications for appointment with tenure:

- i) The Chair shall first ask the FTPC if the applicant should be awarded tenure. If there is a majority vote in favour, the committee's recommendation shall be for tenure.
- ii) If there is not a majority vote in favour of awarding tenure, the Chair shall ask if the applicant shall be allowed to continue the appointment subject to reconsideration by the FTPC in two years' time. If necessary, the contract shall be extended to be consistent with this timeline. Deferrals, other than personal deferrals, would still be possible. If there is a majority vote in favour, this shall be the committee's recommendation.
- iii) if there is not a majority vote in favour of either of the questions above, then the FTPC's recommendation shall be to allow the appointment to lapse.

b) For applications for renewal of tenure track

- i) The Chair shall first ask the FTPC if the applicant should be awarded a two-year renewal. If there is a majority vote in favour, the committee's recommendation shall be for renewal.
- ii) If there is not a majority vote in favour, then the FTPC's recommendation shall be to allow the appointment to lapse.

c) For applications for promotion:

- i) The Chair shall ask the FTPC if the applicant should be awarded a promotion. If there is a majority vote in favour, the committee's recommendation shall be for promotion.
- ii) If there is not a majority vote in favour, then the FTPC's recommendation shall be that a promotion not be awarded at this time.

- d) For applications for transfer between the streams:
- i) The Chair shall ask the FTPC if the applicant should be awarded a transfer between streams. If there is a majority vote in favour, the committee's recommendation shall be to approve the transfer.
  - ii) If there is not a majority vote in favour, then the FTPC's recommendation shall be that a transfer not be granted at this time.

## 28.12 Dean's Recommendations

28.12.1 Upon receipt of the FTPC's advice, the Dean shall prepare a recommendation to the Provost and Vice-President (Academic), considering only the documentation provided by the applicant, Head or Dean in accordance with Appendix 28 A, along with the oral evidence presented at the FTPC.

No later than February 7, the Dean shall write to the Provost and Vice-President (Academic) outlining the FTPC's recommendation, the vote results, the Dean's recommendation, and the supporting rationale for the recommendation, including the essence of any critical comments provided by the external referees. This letter shall be copied to the applicant, the Faculty Association and Human Resources.

28.12.2 If the recommendation is less than what the applicant applied for, the Dean shall send a separate letter to the applicant noting the process and deadline for appealing the recommendation.

28.12.3 By March 1, the applicant shall have the opportunity to submit a written appeal of a Dean's recommendation to the Provost and Vice-President (Academic).

28.12.4 After the Dean's recommendation has been made, applications shall be processed as follows:

- a) Applications for renewal of a tenure track appointment or an appointment with tenure shall be reviewed by the Provost and Vice-President (Academic)
- b) Applications for promotion to Professor or Teaching Professor shall be reviewed by the Promotion Review Committee
- c) Applications for promotion of limited term and contingent term academic staff to Associate Professor, Senior Instructor, Associate Librarian, Associate Curator, Associate Archivist, Librarian, Curator, Archivist, and within the Counsellor ranks or other administrative and professional ranks or transfer will be processed per the Dean's decision, subject only to an appeal to the Promotion Review Committee.

28.13 Provost and Vice-President (Academic)'s Review of Renewal of Tenure Track Appointments and Appointments with Tenure

28.13.1 The Provost and Vice-President (Academic) shall review all recommendations regarding renewal of tenure track appointments and granting appointments with tenure.

28.13.2 Prior to making a decision regarding a tenure or renewal of tenure track application or in responding to an appeal the Provost and Vice-President (Academic) may:

- a) seek advice from members of FTPC
- b) request a meeting with both the applicant and the Dean but not necessarily together in the same meeting. The applicant may be accompanied by an Advisor. In the request for the meeting, the Provost and Vice-President (Academic) shall communicate to the applicant the concerns about the application.

28.13.3 In making the decision about the tenure or renewal of tenure track application or appeal, the Provost and Vice-President (Academic) may:

- a) make a decision consistent with the options available under Article 28.11.2.9 a) and b) Such a decision may be appealed by the applicant to the Tenure Appeal Committee, except where the Provost and Vice-President (Academic) is confirming the recommendation of the Dean and the applicant did not appeal to the Provost and Vice-President (Academic); or
- b) in the case of an appeal, immediately refer the matter to the Tenure Appeal Committee; or
- c) send the application back to the FTPC for reconsideration, and the process will recommence from that point. In the case of reconsideration, the Provost and Vice-President (Academic) and Faculty Association will establish a new timeline for the process. The Provost and Vice-President (Academic) may only send the application back to the FTPC once.

28.13.4 By March 15, The Provost and Vice-President (Academic) shall communicate this decision to the applicant, copied to the Dean, Head, and the Faculty Association.

If the Provost and Vice-President (Academic) overturns the positive recommendation of the Dean, the Provost and Vice-President (Academic) shall convey this to the applicant and the Dean, providing reasons as they relate to the criteria for tenure/renewal of tenure track.

By April 1, an applicant may appeal a tenure or renewal of tenure track decision of the Provost and Vice-President (Academic) to the Tenure Appeal Committee, by

submitting a letter of appeal which includes the grounds for the appeal to the Vice President (Research). Any additional material the applicant wishes the Appeal Committee to consider shall be attached to the letter of appeal.

Unless the applicant appeals, the Provost and Vice-President (Academic)'s decision regarding a tenure or renewal application shall come into effect as of July 1.

#### 28.14 Tenure Appeal Committee

28.14.1 A Tenure Appeal Committee (TAC) shall be composed of the following members:

- a) three (3) academic staff members holding appointments with tenure, jointly appointed by the Vice-President (Research) and the Faculty Association, including both genders. The Vice-President (Research) and the Faculty Association shall designate one of these members as Chair; and
- b) one (1) non-voting member appointed by the Faculty Association.

None of the persons on the committee shall be from the applicant's Faculty or Unit.

28.14.2 The TAC shall review the letter of appeal, the academic appointee's original application, all documentation considered by the FTPC, correspondence from the Dean to the appellant regarding the deliberations of the FTPC, any documentation considered or produced by the Provost and Vice-President (Academic), plus any additional material submitted by the appellant with the letter of appeal. The TAC may request any additional information it deems appropriate.

28.14.3 The Faculty Association may make a submission regarding process, which must be considered by the TAC.

28.14.4 The TAC shall interview the appellant together with the Provost. If they so choose, the TAC may interview members of the FTPC. If they do so, they may do so in the absence of both appellant and Provost.

28.14.5 At any TAC meeting where the appellant is in attendance, the appellant may be accompanied by an Advisor.

28.14.6 The TAC may uphold the appeal, deny the appeal, or award an extension where appropriate (as per Article 28.11.2.9).

28.14.7 The TAC shall report their decision to the appellant, copied to the Dean, Provost and Vice-President (Academic), Vice President (Research), and Faculty Association, no later than June 1.

28.14.8 A decision of the TAC to grant tenure and/or promotion (as appropriate), shall come into effect as of July 1.

28.14.9 The decision of the TAC shall be final and binding.

28.15 Promotion Review Committee (PRC)

28.15.1 Recommendations for promotion to Professor or Teaching Professor and any appeals of promotion or transfer recommendations, shall be reviewed by the Promotion Review Committee (PRC).

28.15.2 **Committee Composition**

The PRC is composed of the following members:

- a) The Provost and Vice-President (Academic) (Chair),
- b) six (6) voting academic staff members including both genders, jointly appointed by the Provost and Vice-President (Academic) and the Faculty Association;
- c) two (2) non-voting academic staff members, selected by the Faculty Association, from different Faculties.

Quorum- PRC may not meet unless:

The following members are present:

- i) The Provost and Vice-President (Academic) (Chair);
- ii) three of the voting members, including both genders; and
- iii) one non-voting member.

No member of PRC may send a substitute representative to any meeting

The membership of the PRC will be made public.

28.15.3 **Committee Procedures**

28.15.3.1 It is the responsibility of the Provost and Vice-President (Academic) to ensure that all participating committee members are oriented with respect to these procedures and criteria to be used in the deliberations of the PRC.

28.15.3.2 The Faculty Association may make a submission regarding any promotion process dealing with an application before the Committee, which must be considered by the PRC.

- 28.15.3.3 The PRC review shall consider only the documented evidence provided by the applicant, Head, or Dean in accordance with Appendix 28 A, along with oral evidence presented by the applicant and Dean. This information may be supplemented by material included in an appeal from the applicant. Committee members may not present additional information at the meeting.
- 28.15.3.4 Each voting member of the PRC shall have one vote. The Chair shall not cast a vote, except to break a tie. Decisions shall be decided by majority vote.
- 28.15.3.5 PRC members have an obligation to declare any situation that could be perceived as a conflict of interest. Such individuals shall be disqualified from attending the deliberations concerning the case and from voting on the decision. PRC members shall not attend deliberations on cases from their own Faculty.
- 28.15.3.6 The PRC shall normally meet during the month of April.
- 28.15.3.7 In every case where the PRC is considering making a determination that a positive recommendation for promotion to full Professor should be denied, the Chair shall inform the applicant, the Dean and PRC, in writing, of the concerns identified by the Committee, including, if appropriate, the substance of adverse comments made by the referees.

The applicant and the Dean of the relevant Faculty shall be invited to meet with the Committee to discuss the original recommendation before the Committee makes its decision. An applicant invited to attend PRC may be accompanied by an advisor. If the applicant is unable or unwilling to attend, the applicant may authorize the Advisor to attend and speak on his or her behalf, by informing the Chair. If the applicant requests that the PRC proceed without the attendance of the applicant or Advisor, the PRC shall proceed; however the Dean shall not be permitted to attend the meeting.

- 28.15.3.8 Appeals and cases where PRC invites the applicant to appear shall be handled by PRC using the following procedures:
- a) PRC shall interview the appellant/applicant together with the Dean.
  - b) PRC will deliberate after the appellant/applicant, Dean and Advisor (if utilized) have departed.
  - c) PRC may uphold or deny the appeal, or send the case back to the FTFC to reconsider. Normally the PRC will only send back a case to the FTFC to deal with procedural deficiencies related to consideration of the case. The PRC may only send a case back to the FTFC once.
- 28.15.3.9 By May 7, the PRC shall provide a decision in writing to the applicant, copied to the Dean, Head, and Faculty Association. The decisions of PRC are final and binding.

28.16 Promotion on appointment as Senior Leadership Team Member

The appointment of an academic staff member to a position as a senior leadership team member shall simultaneously result in the promotion of the academic staff member to the highest rank within his or her stream.

This Article shall not apply to academic staff members appointed as a senior leadership team member on an interim or acting basis.



## Appendix 28 A: Documents for Tenure and/or Promotion Process

(referenced in Articles: 28.6.6; 28.7.4; 28.8.6; 28.10.3; 28.11.2.3; 28.12.1; 28.15.3.3)

### **Materials required from applicant:**

- Cover letter (normally 3 to 5 pages) that includes highlights of teaching, research and service contributions, as well as other important aspects related to their academic career
- Up to date (as of 1 September) CV to include (as appropriate to job duties and rank) but not limited to: personal information such as position, Department (if appropriate)/Faculty, education, work experience, teaching experience (including a list of courses taught), scholarly productivity, peer reviewed funding, student supervision, professional and University service
- If in the professorial stream, the applicant shall identify up to 5 works that best represent his/her scholarly accomplishments. If electronic links are not possible in all cases, then of items in hardcopy form are acceptable. The referees, committees, Dean, and Provost and Vice-President (Academic) shall confine their review of scholarly materials to these items identified by the applicant. If there are issues with copyright, the applicant and the Dean shall discuss how to proceed.
- A teaching dossier (where the appointment includes registrar-scheduled teaching as the Instructor of Record)\*.

*\*A teaching dossier is a document that contains carefully selected and assembled materials which are reflective of one's preparation, thoughtfulness, and innovation in teaching, and represent evidence of one's achievements in teaching.*

*A teaching dossier must include:*

- *a statement on teaching philosophy,*
- *teaching strategies, and*
- *evidence of teaching effectiveness, including:*
  - *a list of courses for which USRI surveys are available, in accordance with GFC policy,*
  - *faculty specific teaching evaluation instruments if available (maximum of 5 courses) as selected by the applicant, and*
  - *summative evaluations by peers, supervisors and the community if required by Faculties or Units.*

*A teaching dossier may include:*

- *awards, honours and recognitions,*
- *teaching and learning research,*
- *educational development and leadership,*
- *curriculum development,*
- *teaching in clinical or non-traditional settings (for example: land-based, online and experiential), and*
- *evidence of mentorship.*

**Materials at the applicant's discretion in addition to above:**

- Signed letters commenting on teaching, scholarly activities, or service
- Citation or index information related to scholarly activity
- Should the applicant wish to add to the list for internal consultation, she or he may supply an additional list of individuals whose comments should be solicited, with reasons.
- Other materials that provide background to the academic work of the academic staff member in accordance with the criteria for tenure or the rank being sought.

**Materials Head uses in producing written assessment:**

- All materials submitted by the applicant
- Referee letters (on letterhead and signed)
- Signed comments from tenured academic staff and those others suggested by applicant (Article 28.10.2)
- Publicly available citations or indices of scholarly quality as specifically enumerated in the GFC or Faculty criteria document.
- Signed documentation between the Head and applicant on past academic performance which was in the Dean's official file (i.e. Heads' assessments; formal letters, etc.)

**Materials Head is required to submit to FTPC:**

- All materials submitted by the applicant
- Referee letters (on letterhead and signed)
- Head's summary of written input from all tenured academic staff and those others suggested by applicant as required by Article 28.10.2
- Specification of any indices of scholarly quality used in Head's assessment as specifically enumerated in the GFC or Faculty criteria document
- Head's assessment letter to Dean

**Material Dean is required to submit to FTPC:**

- list of referees who provided letters and whether they were from Dean's or applicant's list. (see Article 28.10.1)
- Response of applicant to Head's assessment and recommendation, if submitted (Article 28.10.3e)

**Material Dean is required to submit to Provost and Vice-President (Academic):**

- all material provided by the applicant, Head and Dean to the FTPC
- the Dean's recommendation to the Provost and Vice-President (Academic) as per Article 28.12.1

## Appendix 28 B: Important Dates for Tenure and/or Promotion Process

May 15	Invitation to apply sent to eligible candidates
June 15	Deadline for applicants to provide a declaration of their intention to apply for renewal, tenure, and/or promotion, along with possible names of referees (note: referees not required for renewal)
June 16 – August 31	Dean develops list of possible referees and ascertains their willingness to take this role
September 1	Deadline for the applicant to submit CV, cover letter, and other materials
	Dean sends applicable materials to referees
	Dean initiates consultation with colleagues
October 15	Referees' comments and Colleagues' comments due back to the Dean
October 22	Deadline for the Dean to provide referees' and colleagues' commentaries to the Head
November 3	Deadline for Head to provide initial assessment to the applicant
November 10	Head to provide a period for the applicant to discuss the assessment by this date.
	The applicant shall be informed of the members of the FTPC by the Dean
November 18	Head's final revised assessment to be provided to the applicant and Dean
November 25	Deadline for applicant's response to the Head's assessment (if any)
November 25	Last day for an early applicant to withdraw application from the tenure process without this counting as one of the two times to apply.
November 25	Last day for a personal deferral to be granted
November 30	Dean to supply FTPC all information that went to the Head, the Head's assessment, and the applicant's response (if any)
December 1 to January 15	First meeting of FTPC
no later than January 31	(if there was a pause) second meeting of FTPC with applicant and Head present
no later than February 7	Dean's recommendations to be provided to the Provost and Vice-President (Academic), copied to the applicant.
March 1	Deadline for applicant to appeal Dean's recommendation
March 15	Deadline for Provost and Vice-President (Academic) decisions on tenure or renewal cases
April 1	Deadline to appeal Provost and Vice-President (Academic)'s decision on tenure or renewal
April	Promotion Review Committee meets
April/May	Tenure Appeal Committee meets
May 7	Deadline for a final decision by the Promotion Review Committee
June 1	Deadline for a final decision by the Tenure Appeal Committee
July 1	Decisions come into effect

## Article 29: Merit Assessment Process

The provisions of this Article apply to the assessments and merit increments to be awarded to Continuing, Limited Term, Contingent Term, Special Limited Term, or Pre-Tenure Track Appointment members of the academic staff. The assessment of Sessional Instructors is addressed in Article 23.

### 29.1 **General Principles**

The procedures in this Article are intended to be consistent with the following *general principles*:

- The recognition of achievement and high academic standards
- Equity – means that individuals in similar standing in different areas of the University are treated similarly
- Fairness – means that the principles of natural justice and human rights in the treatment of individuals are observed
- Observance of due process
- Balance between interests of individuals and of the institution
- Balance between procedural transparency and protection of individual rights to privacy
- Allowance of flexibility in procedures without prejudice to the basic rights of fairness and equity for individuals
- Respect for diversity among Faculties
- Appropriate accommodation for disability or illness

29.1.1 Anyone evaluating research and teaching, and service activities integral to them, has a duty not to infringe academic freedom and, in particular, not to infringe academic freedom through the use of criteria unrelated to scholarly research and teaching.

29.1.2 Any deviations from the provisions of this Article shall require the approval of the Provost and Vice-President (Academic) and the Faculty Association.

29.1.3 For the purposes of this Article, the following shall apply:

a) Academic Administrator: An academic administrator is a Head, Assistant Dean, Associate Dean, Vice Dean (not senior leadership), Associate University Librarian, Associate Vice Provost (Libraries and Cultural Resources), Associate Director (Student and Enrollment Services), and any others as agreed by the Provost and Vice-President (Academic) and the Faculty Association. It does not include members of the senior administration.

b) Advisor: An advisor is a Continuing, Contingent Term, or Limited Term, Special Limited Term, or Pre-Tenure Track Appointment member of the academic staff or a Faculty Association staff member who is selected by an appellant to accompany

him or her in these processes. The appellant shall inform the committee chair or Provost, as appropriate, of the name of the advisor at least one day prior to the meeting. In any forum where s/he is acting in this capacity, an advisor has the authority to speak on behalf of, or along with, the appellant.

c) Dean means the Dean of the Faculty affected, the Vice-Provost (Libraries and Cultural Resources), or another individual as mutually agreed by the Provost and Faculty Association. The authority of the Dean may not be delegated except in accordance with Article 29.7.2a) and Appendix 29 A.

d) Faculties include Arts, the Cumming School of Medicine, Environmental Design, the Haskayne School of Business, Kinesiology, Law, Nursing, the Schulich School of Engineering, Science, Social Work, Veterinary Medicine, the Werklund School of Education, and Libraries and Cultural Resources. Academic staff outside of these Faculties will be dealt with in accordance with Article 29.12 or by mutual agreement of the Parties.

e) Head: In Departmentalized Faculties, the Head shall be the Department Head of the unit. In non-departmentalized Faculties, the Head shall mean the position normally designated by the Dean to assign academic duties. The authority of the Head may not be delegated.

f) Home Faculty: Where academic staff members have joint appointments across multiple Faculties, the home Faculty shall be the Faculty where the majority of the appointment is held or, where there is an equal proportion between two or more Faculties, the Faculty shall be whichever the letter of appointment designates as the Home Faculty. Where the matter is unclear, the Provost and the Faculty Association shall agree on a Home Faculty. In the case of internal university secondments, the Home Faculty shall not be altered. In all cases of joint appointment and secondments, the Head in the Home Faculty shall solicit feedback from the other Faculties/units prior to drafting an assessment and merit recommendation. The decisions/recommendations of the Home Faculty shall apply to the entire appointment of the academic staff member.

g) Majority vote: A majority vote shall be said to exist where the number of positive votes exceeds the number of negative votes. Where the number of positive votes is the same as the number of negative votes, the Chair must vote to break the tie. The Chair shall not cast a vote, except to break a tie.

## 29.2 **Criteria**

29.2.1 The criteria for merit assessment shall be established by the General Faculties Council (GFC). GFC's authority shall be limited to issues of criteria only (i.e. the academic standards upon which merit assessment shall be based). GFC may delegate the creation of Faculty Guidelines to the Faculty Councils to ensure the distinctive aspects of various disciplines are address in the application of the criteria. While the Faculty Guidelines may refine and interpret GFC's criteria, they

may not add, contradict, or create new criteria unless specifically authorized to do so by GFC. Neither the GFC criteria nor the Faculty Guidelines shall add to or embellish on any of the processes established in this Article.

The Parties shall prepare a joint recommendation for the consideration of the Executive Committee of GFC regarding the criteria for assessment. As an initial step these discussions shall occur through the three-party ad hoc committee to review the APT and GPC Manuals.

29.2.2 The criteria for the assessment of individual academic staff members shall be applied in a manner consistent with the range and proportion of duties assigned to the academic staff member under Article 12. Merit shall be assessed on the full duties performed by the academic staff member.

29.2.3 Notwithstanding the payment of administrative honoraria, the administrative role and the quality of academic administration and leadership provided shall be taken into account when considering the overall performance of academic administrators and others who perform administrative tasks.

29.2.4 All Deans are required to make available to academic staff members in the Faculty the criteria for merit assessment.

29.2.5 The criteria for the assessment of individual academic staff members in positions outside the professorial, instructor, librarian, curator, archivist, and counsellor streams shall be based on the duties assigned at the time of hiring, and as mutually amended by the academic staff member and supervisor over time, or as agreed to by the Provost and Faculty Association.

29.2.6 As an individual progresses through a rank the normal expectation of performance rises.

### 29.3 **Increment Pool and Values**

29.3.1 For each Faculty there shall be a regular increment pool on the basis of 1.2 increment units per eligible FTE academic staff member, other than Academic Administrators to be assessed according to 29.6. The dollar value of increment units is established in Schedule A. The pool shall be provided to the Deans' Offices by August 1.

29.3.2 Each Faculty may be allotted, in the discretion of the Chair of the General Merit Committee, up to one additional merit increment which may be awarded in whole or in part to academic staff member(s) at any rank.

29.3.3 Academic staff members who commence in the period January 1 through June 30, during an assessment year shall not be required to submit an academic performance report nor be assessed, but shall be provided with a default 1.2 increment.

Academic staff members who have announced their resignation or retirement from the University to commence by December 31 in an assessment year shall not be required to submit an academic performance report nor be assessed but shall be provided with a default increment based on the average of the increment awarded in the previous two cycles.

- 29.3.4 The merit increment unit assigned for academic staff members on unpaid leaves of absence for any part or all of the assessment period shall be prorated to reflect the period the individual is not on leave without pay. The adjustment shall be prorated to the nearest quarter.

Individuals on unpaid leaves of absence at the time of assessment who are eligible for assessment, but did not complete a biennial report prior to the leave shall not be assessed until they return from the leave – deadlines to be adjusted by agreement of the Provost and the Faculty Association.

Individuals on unpaid leaves of absence for the entire assessment period will not be required to prepare an academic performance report, and will not be subject to assessment nor eligible for merit increments. A notation will be placed on the individual's record to clearly show "no entitlement" to distinguish it from a zero increment for other reasons.

- 29.3.5 Academic staff members who have been granted a Research and Scholarship Leave, an Administrative Leave, an Assisted Study Leave or any other form of paid leave under Article 18 are similarly required to submit a biennial report, unless the nature of that leave precludes them from doing so.

- 29.3.6 Individuals on paid leaves of absence during the normal assessment period shall be evaluated with respect to the period of leave, on the basis of the activities set out in the approved leave application; and with respect to periods before or after the leave, on the normal criteria. For example, if teaching activities are not expected as part of the leave, the individual should not be penalized for not teaching. Nonetheless, if teaching or other relevant activities occur in addition to the proposed leave activities, then these activities should be reported and evaluated.

- 29.3.7 It is the intent that an individual who is on parenting leave or sick time shall not be penalized for interruption in academic productivity during the period of absence. Productivity while on leave is to be included in the staff member's assessment. Individuals on parenting leaves or sick time shall not be expected to complete an academic performance report until they return from such leaves – timelines to be adjusted by agreement of the Provost and Faculty Association.

Increments will be assigned notionally for the overall assessment and shall be prorated for the entire reporting period (taking into account the period of leave) according to the following example:

*If a staff member's total contributions were assessed as 0.8 for the entire assessment period, but were actually accomplished in 18 months, the prorated increment would be 1.0 (0.8 divided by .75 = 1.07 rounded)*

Individuals must be on parenting leave or sick time for a minimum of 60 days in order for this proration to be applicable.

For those individuals on Long Term Disability (LTD) at the time of the assessment, the Provost and the Faculty Association shall discuss how to proceed given the circumstances of the case. For those who have returned to work but were on LTD for part of the assessment period, the LTD period shall be treated as sick time.

29.3.8 It is expected that Deans will distribute the entire increment allocation for academic staff other than Academic Administrators in their respective faculty. In a departmentalized Faculty, or in a non-departmentalized Faculty where different Heads are assigned groups of academic staff members, the Dean shall distribute the regular increment pool on a *pro rata* basis by FTE academic staff member, subject to holding back a small amount of increments for the use of the FMC as follows:

In Faculties larger than 200 FTE academic staff members being assessed: 3.0 increments

In Faculties with 100 to 199 FTE academic staff members being assessed: 2.0 increments

In Faculties with less than 100 FTE academic staff members being assessed: 1.0 increments.

### 29.3.9 **Size of Increments**

29.3.9.1 Heads' and Deans' recommendations for the award of increments shall either be 0.0, or in multiples of one-fifth commencing at 0.4, e.g. 0.4, 0.6, 0.8, 1.0, etc., except when pro-ration occurs. The highest possible merit increment shall be 2.4.

29.3.9.2 The award of increments shall be interpreted in the context of the following:

Increment Unit	Performance Assessment
0.0	Unsatisfactory (see also 29.11)
0.4 to 0.6	Satisfactory
0.8 to 1.4	Meritorious
1.6 to 2.4	Outstanding

It should be noted that the awarding of increments of any amount may not be indicative of success in tenure and promotion applications or contract renewals. It should be particularly noted that those receiving "satisfactory" increments of 0.4 or 0.6 may have difficulties in future career advancement.



The dollar value of increments shall be calculated by multiplying the points by the dollar figure listed in Schedule A.

**29.4 Assessment Cycle**

29.4.1 The performance and status of every Continuing, Contingent Term, Limited Term, Special Limited Term and Pre-Tenure Track Appointment academic staff member shall be formally reviewed on a biennial basis. The biennial period will be two academic years commencing on July 1 and ending on June 30. The assessment will be based on the biennial academic performance report. The increment awarded in the assessment process will apply to each of the current and succeeding years. The deadline for the submission of biennial academic performance reports shall be established by each Faculty. The deadline established shall be no earlier than June 1, nor later than September 1.

29.4.2 All Tenure Track, Contingent Term, Limited Term, Special Limited Term or Pre-Tenure Track Appointment academic staff who have held such positions for five years or less are encouraged to meet with the Department Head and/or Dean in the intervening year to discuss their career progress. The Head and/or Dean shall invite all such members to individual meetings during the period between July 1 and September 30 in the intervening year. Academic staff are strongly advised to avail themselves of these meetings as the advice received could be important for future success in tenure, promotion, or contract renewal.

29.4.3 Where the first merit increment for an academic staff member is in the intervening year, s/he will receive a default increment equivalent to the average increment provided to the Faculty per full time equivalent member. On any future report, this shall be identified as a default increment rather than an assessed value.

29.4.4 In the case of a new academic staff member, any academic accomplishments which were not reflected in the Curriculum Vitae, or otherwise considered at the time of hiring, shall be considered in the first merit assessment.

29.4.5 The biennial academic performance report shall be in a form agreed to by the Provost and Faculty Association and be consistent with the criteria as established by the General Faculties Council. This report shall be central to the merit assessment process.

29.4.6 In the absence of a report submitted by the academic staff member, the assessment process will normally be based on the portions of the report filled automatically. It is the responsibility of the academic staff member to submit the biennial report if they wish to have additional accomplishments considered as part of the merit assessment process.

## 29.5 **Head's Written Assessment**

29.5.1 The written assessment of each academic staff member shall be prepared by the Head. The Head shall act in this area with prudence and after seeking advice from a variety of relevant sources.

29.5.2 By September 8, the Head shall prepare a draft assessment and merit increment recommendation based on his/her review of the academic performance report and input received.

A copy including both the draft assessment and merit increment recommendation shall be presented to the staff member concerned and an opportunity shall be provided for discussion by September 15.

By September 22, following this discussion, the Head may revise the document and provide a final assessment and merit increment recommendation in writing to the academic staff member and the Dean.

29.5.3 Assessments should reflect consideration of the performance of the academic staff member in relation to the criteria and descriptions for the appropriate rank as well as the carrying out of the responsibilities for teaching, research, and service, as appropriate. Assessments should be written so that recommendations presented can be understood without reference to other information or documentation beyond that specifically referenced in this Article or established in the GFC criteria.

29.5.4 Standardized and concise assessment forms that best reflect the nature of activities in the Faculty or unit may be developed by the Faculty or unit consistent with the criteria established by GFC and this Article.

While each Faculty may use an assessment form which best reflects the nature of its activities, the following minimum requirements shall be included:

- name of academic staff member;
- Department (or equivalent);
- reporting period;
- date of first appointment to the non-sessional academic staff;
- current rank / position;
- increment recommendation submitted to FMC by the Head;
- increment recommendation approved by the FMC;

- increment recommendation submitted to the GMC by the Dean (and if different from the FMC's recommendation, a brief statement of the reasons);

29.5.5 In every case where the performance during the assessment period is deemed to be "unsatisfactory" the Head shall clearly state this in writing, and shall outline the performance deficiencies and the improvements expected.

The Dean's office shall notify the Provost's Office and the Faculty Association of any "unsatisfactory" recommendations before the meeting of the FMC.

29.5.6 Prior to the preparation of the draft assessment and merit increment, a Head may formally seek the advice of a departmental advisory committee, only if a majority of the department members vote in favour of establishing such a committee. The Provost's Office and the Faculty Association shall be informed of any departmental decisions to establish or terminate a departmental advisory committee. The committee membership shall be elected by and from all Continuing, Contingent Term, Limited Term, Special Limited Term and Pre-Tenure Track Appointment members in the department.

Discussion by the departmental advisory committee shall be limited to the information provided by the academic staff member. Any information identified as confidential by the academic staff member shall not be shared with the Committee.

The Head shall make the biennial report and any additional materials submitted by the academic staff member available to the committee on a confidential basis for no less than five work days prior to the meeting of the departmental advisory committee. No other materials shall be circulated to the committee without the consent of the academic staff member.

29.5.7 Where a departmental advisory committee is established, the advice of the committee shall be limited to advice on the quality and quantity of the academic staff members work as per the GFC criteria. The committee shall not compare academic staff members, nor shall they provide advice on the merit point value. The advice of the committee shall not be binding on the Head. The Head is solely responsible for the recommendation to the FMC.

## 29.6 **Assessment of Academic Administrators**

29.6.1 The following Academic Administrators shall be assessed in accordance with this Article:

- a) Academic Administrators who had any period of service as Academic Administrators during the reporting period and remain in an Academic Administrator position.

b) Academic Administrators who served for more than 12 months during the reporting period, but are no longer in that role.

29.6.2 The following individuals shall not be assessed as Academic Administrators, but shall be assessed as regular academic staff and included in the pool in 29.3.1:

a) Academic Administrators who had no period of service during the reporting period, but have since been appointed as an Academic Administrator. In this situation, the Provost and the Faculty Association shall agree on the appointment of an individual to serve as “Head”.

b) Academic Administrators who served for 12 months or less during the reporting period, but are not longer in that role.

29.6.3 The regular assessment of Academic Administrators as defined by 29.6.1, shall be prepared by the Dean.

29.6.4 The review of the performance of an Academic Administrator shall be based on the criteria established in accordance with Article 29.2 with expectations adjusted to take into account the special duties and the fractional time commitment to administration associated with these positions.

29.6.5 GMC shall review all recommendations of the Dean regarding Academic Administrators.

29.6.6 Appeals by Academic Administrators shall be heard by the GMC in the first instance.

29.6.7 Where appeals are denied by GMC, or in any situation where GMC lowers a recommendation of a Dean, the Academic Administrator may appeal this decision to the Academic Administrators Appeal Committee (AAAC) within 10 working days following the receipt of the written decision of the GMC.

29.6.8 The AAAC shall be composed of the following members:

a) three (3) academic staff members holding appointments with tenure, jointly appointed by the Vice-President (Research) and the Faculty Association, including both genders. The Vice-President (Research) and the Faculty Association shall jointly designate one of these members as Chair; and

b) one (1) non-voting member appointed by the Faculty Association (required for quorum).

None of the persons on the committee shall be from the applicant’s Faculty or Unit.

- 29.6.9 The AAAC shall review the letter of appeal, the Academic Administrator's academic performance report, all documentation considered by the GMC, the decision of the GMC, plus any additional material submitted by the appellant with the letter of appeal. The Committee may also request that the Provost's office produce comparative information regarding other Academic Administrators and/or other academic staff members in the same Faculty or rank. The AAAC may request any additional information it deems appropriate.
- 29.6.10 The AAAC shall interview the appellant together with the Provost. Where the case is an appeal to the GMC that was denied, the Provost may delegate this role to the appropriate Dean.
- 29.6.11 At any meeting where the appellant is in attendance, the appellant may be accompanied by an Advisor.
- 29.6.12 The decision of the AAAC shall be final and binding.

## 29.7 **Faculty Merit Committees (FMC)**

29.7.1 The Head's assessment and merit recommendations shall be reviewed by an FMC that shall meet between October 7 and 31.

29.7.2 The FMC is a Dean's Advisory Committee composed of the following members:

- a) The Dean shall be the Chair, voting only in the case of a tie.

The Dean may delegate the Chair position to a Vice-Dean (Large Faculty) or an academic staff member in the Faculty for some or all the cases to be considered. When the Vice-Dean (Large Faculty) is assigned the Chair, she or he shall be considered the Dean for all purposes related to those case(s) and the FMC shall be advisory to him/her. However, when the Chair is any person other than the Vice-Dean (Large Faculty), the committee shall not be advisory to the Dean or the Chair; the recommendations of the FMC shall go directly to the GMC unchanged.

Voting members:

b) Three (3) academic staff members, elected by academic staff in the Faculty (except in large Faculties of more than 200 Continuing, Contingent Term, Limited Term, Special Limited Term or Pre-Tenure Track Appointment members, which may elect four (4) members). The members shall only be eligible for immediate reappointment to the FMC once, to allow for variation in the committee membership over time. In departmentalized Faculties, there shall normally not be more than one member from any department.

c) One or two academic staff members appointed by the Dean (specifically, to ensure rank, gender, disciplinary, professorial/instructor stream, or other representation, when necessary). In Faculties where the number of Continuing,

Contingent Term, Limited Term, Special Limited Term, and Pre-Tenure Track Appointment members exceeds 200, the Dean may appoint a third member.

Participating/Non-voting members:

d) One student appointed by the Students' Union (except in the Faculty of Environmental Design where the student shall be appointed by the Graduate Students' Association).

e) One member appointed by the Faculty Association. Where the number of Continuing, Contingent Term, Limited Term, Special Limited Term, and Pre-Tenure Track Appointment members exceeds 200, the Faculty Association may appoint an additional member.

Both genders shall be represented among the voting academic staff members elected or appointed under items b) or c) above. However, this is not a quorum requirement.

Any person who acted in the role of Head shall not be elected or appointed to the FMC under b) or c) above.

No member of the FMC other than the Dean may send a substitute representative to any meeting.

Quorum – the FMC may not meet unless the following members are present:

i) the Chair

ii) More than half of the academic staff members elected or appointed under 29.7.2 b) or c).

iii) one member appointed by the Faculty Association.

29.7.3 In the case of Departmentalized Faculties, the Faculty Council may choose to utilize the FMC composition as indicated in Article 29.7.2 as written, or they may choose to replace the elected members in 29.7.2b) with one member elected from each Department (the person who acts as Head would be ineligible to be elected). The Provost's Office and the Faculty Association shall be notified by the Dean of any Faculty Council decision to use this alternative committee membership, and once the alternative form is established, the Dean shall inform the Provost's Office and the Faculty Association of any subsequent Faculty Council decision to return to the 29.7.2 Committee structure.

29.7.4 In the case of the Faculty of Medicine only, the Faculty Council may elect either of the versions listed above (in 29.7.2 or 29.7.3), or may elect to utilize the composition listed in Appendix 29 A, with the related deviations to the process as noted. The Dean shall inform the Provost's Office and the Faculty Association of

the Faculty Council's decision in this regard, and any subsequent changes made to that decision.

- 29.7.5 Each Faculty Council shall choose between one of the following two options:
- a) that every academic staff member in the Faculty shall be considered by the FMC; or
  - b) that only those cases where the Head has recommended an increment of 0.6 or less, or 1.6 or greater shall be considered by the FMC. Unless appealed, the recommendation of the Head shall be forwarded directly to the Dean who may increase but not lower the recommended increment.

In either case above, the FMC shall hear all appeals.

The Dean shall inform the Provost's Office and the Faculty Association of the Faculty Council's decision in this regard, and any subsequent changes made to that decision.

- 29.7.6 Consistent with the alternative selected in 29.7.5, the process for a Faculty Merit Committee include the following:
- a) individual consideration of each academic staff member's case;
  - b) comparative consideration of the assessments;
  - c) normally increasing expectation of performance as an academic staff member progresses through any rank, and from rank to rank; and
  - d) particular attention to a recommendation for the award of a zero increment.

- 29.7.7 When the FMC and/or a Dean is seriously considering lowering an increment to zero the FMC and/or the Dean must notify the academic staff member in writing and give reasons. The FMC and the Dean must give the academic staff member the opportunity to respond in writing, or by appearing before the FMC, or both, at the academic staff member's discretion. The academic staff member must be given at least five work days to respond. If the academic staff member appears before the FMC, the FMC shall provide the academic staff member with the opportunity to make a presentation, and may ask the academic staff member questions. The academic staff member may be accompanied by an Advisor. The Head shall also be invited to the meeting to defend his/her original recommendation.

- 29.7.8 Except as noted in Articles 29.7.2a), 29.7.5.b), and Appendix 29 A the Dean or equivalent may modify the recommendation of the FMC before submitting it to the GMC. The Dean may not lower a recommendation to an increment of zero unless the provisions of 29.7.7 have been met.

29.7.9 If the Dean modifies the recommendation of the Faculty Merit Committee, the Dean shall so advise the General Merit Committee, the Faculty Merit Committee, the Head, and the academic staff member in writing, specifying the change and giving the reasons for such action.

29.7.10 By November 7, the Chair of the Faculty Merit Committee shall provide written notice to each academic staff member of the recommendation being forwarded to the General Merit Committee.

## 29.8 **General Merit Committee (GMC)**

29.8.1 The GMC is composed of the following members:

a) The Provost and Vice-President (Academic) (Chair)

b) six (6) voting academic staff members including both genders, jointly appointed by the Provost and Vice-President (Academic) and the Faculty Association (the Provost and the Faculty Association shall keep in mind equity considerations and the need for a diversity of perspectives when making these appointments);

c) two (2) non-voting academic staff members, selected by the Faculty Association from different faculties.

Quorum – GMC may not meet unless the following members are present:

i) the Provost and Vice-President (Academic) (Chair)

ii) three of the voting members, including both genders; and

iii) one non-voting member from the Faculty Association

No member of the GMC may send a substitute representative to any meeting.

The membership of the GMC will be made public.

29.8.2 The Chair shall not cast a vote except to break a tie; however, the Chair shall participate fully in the discussion.

29.8.3 The GMC shall normally conduct its business in December. However, individual cases may be held over to January when the committee is unable to conclude its business in December. Merit increments shall be applied retroactively to July 1, and shall be applied again the following July 1.

29.8.4 The Faculty Association may make a submission regarding any merit assessment process or dealing with a case before the Committee, which must be considered by the GMC.



- 29.8.5 Cases not expressly covered by existing guidelines or procedures may be determined by the GMC so as to ensure fair and equitable treatment consistent with this Article.
- 29.8.6 The GMC shall restrict its specific consideration of individual recommendations to appeals, recommendations of O-U, and Academic Administrators as per 29.6.5.
- 29.8.7 The GMC may require a Dean to reconvene a Faculty Merit Committee to reconsider some or all of a set of recommendations. Normally the GMC will only send back a case to the FMC to deal with procedural deficiencies related to consideration of the case. The GMC may only send a case back to the FMC once.
- 29.8.8 In every case where the General Merit Committee determines that an increment recommended for an academic staff member be increased from zero, and there is no appeal, the General Merit Committee shall invite the Dean or equivalent to defend the original recommendation submitted to the General Merit Committee by providing only clarification of factual information which members of the General Merit Committee may request.

## 29.9 **Appeals**

- 29.9.1 Appeals against the recommendation of a Head must be directed to the Faculty Merit Committee in the first instance. The Chair of the GMC shall not accept for consideration any appeals against the Head's recommendation which have not already been heard by a Faculty Merit Committee.
- 29.9.2 An appeal may be directed to the GMC in the first instance only if a Dean's recommendation lowers the recommendation of the Head, or in the case of appeals by Academic Administrators.
- 29.9.3 **Appeals to a Faculty Merit Committee**
- 29.9.3.1 Appeals regarding a Head's assessment to a Faculty Merit Committee must be received on or before September 30.
- 29.9.3.2 An academic staff member may appeal an assessment or an increment recommendation. Such an appeal and the grounds thereof shall be in writing to the Chair of the Faculty Merit Committee, who shall circulate it to all committee members and to the Head.
- 29.9.3.3 In order to avoid conflicts of interest, a member of FMC who is appealing his/her own assessment or merit increment must submit the appeal prior to accessing any FMC files.
- 29.9.3.4 When an appeal is being considered, the Chair of the FMC shall invite the appellant and the appellant's Head to be present together to provide any clarification of factual information which members of the FMC may request. The

appellant and the appellant's Head shall not be present when the Committee deliberates and votes on the appeal.

- 29.9.3.5 If an appellant wishes to appear before the FMC but is unable to do so, the Chair of the FMC may make whatever accommodations he or she believes to be reasonable to allow this to happen. This may include: the appellant naming a representative from among the Continuing, Contingent Term, Limited Term, Special Limited Term or Pre-Tenure Track Appointment academic staff to act on his or her behalf; teleconferencing; or scheduling a different time. If no reasonable accommodation is possible, the FMC may convene based on the written appeal; however the Head shall not be present.
- 29.9.3.6 Where an appellant declines an invitation to appear before a FMC, the Head shall not be present during any discussion of the appeal. In such a situation, if the FMC determines that it requires clarification of factual information, it shall be solicited from both the appellant and the Head simultaneously in written form or by teleconference.
- 29.9.3.7 By November 7, the Dean shall inform all academic staff members of the recommendations being carried forward to the GMC, along with the deadline for appeals.
- 29.9.3.8 If the Dean's recommendation to the GMC is less favourable to the candidate than the Head's recommendation, specific reasons shall be given in writing.
- 29.9.3.9 In cases where an appeal to the Faculty Merit Committee is denied, the Dean shall advise the academic staff member in writing by November 7, giving substantive reasons for the denial of the appeal along with the vote division.
- 29.9.3.10 When an appeal of an assessment is upheld by a Faculty Merit Committee, the Committee may direct that the assessment be modified before it is entered into the personnel file of the academic staff member concerned.
- 29.9.3.11 At any Faculty Merit Committee meeting where the appellant is in attendance, the appellant may be accompanied by an Advisor.

#### 29.9.4 **Appeals to the General Merit Committee (GMC)**

- 29.9.4.1 Appeals regarding a Dean's recommendation to the GMC must be received on or before November 23.
- 29.9.4.2 Appeals shall be submitted by letter from the appellant to the Chair of the GMC. In considering the appeal, the GMC shall also review the appellant's Academic Performance Report, the Head's assessment, the Dean's recommendation (as provided to the academic staff member), and such other documentation as was considered by the FMC in making its decision.

- 29.9.4.3 The GMC will not adjust any increment recommendation by less than 0.4, except to bring it to the earlier recommendation of the Head or the FMC. However, in the case of the review of Academic Administrators as per 29.6.5, the GMC may make changes of 0.2.
- 29.9.4.4 The Dean and the appellant will be invited to attend the GMC meeting where an appeal is being considered, The appellant and the appellant's Dean shall be invited to be present together to provide factual information as members of the GMC may request; the appellant and the appellant's Dean shall not be present when the Committee deliberates and votes on the appeal. Where the Dean was not chairing the FMC during consideration of the case, the Chair shall be invited rather than the Dean.
- 29.9.4.5 If the appellant is invited to appear before the GMC but is unable to do so, the appellant may name a representative from among the Continuing, Contingent Term, Limited Term, Special Limited Term, or Pre-Tenure Track Appointment academic staff to act on his or her behalf. Alternatively, the appellant may appear before the GMC through teleconferencing or other reasonable accommodation. If no reasonable accommodation is possible, or if the appellant declines the invitation, the GMC may convene based on the written appeal and the Dean shall not be present.
- 29.9.4.6 At any GMC meeting, where the appellant is in attendance, the appellant may be accompanied by an Advisor.
- 29.9.4.7 When an appeal of an assessment is upheld by the GMC, the GMC may direct that the assessment be modified before it is entered into the personnel file of the academic staff member concerned.

## 29.10 **GMC Decisions**

- 29.10.1 By January 31, the GMC shall provide a final decision regarding merit increment awarded in writing to every academic staff member. The decisions of the GMC are final and binding (except in the case of Academic Administrator appeals to the AAAC).
- 29.10.2 In the case of appeals, the Chair of GMC shall advise each appellant in writing (with a copy provided to the appellant's Dean and Head and the Faculty Association) of the GMC's decision. In every case where an appeal is denied the appellant shall be advised in writing of the basis for the decision.

## 29.11 **Zero Recommendations**

- 29.11.1 If the FMC recommends an award of a zero increment for unsatisfactory performance and the Dean agrees, or if the Dean changes the FMC recommendation to a zero increment for unsatisfactory performance, the Dean

shall consider whether the unsatisfactory performance was substantially caused by non-culpable or mitigating circumstances.

29.11.2 Prior to determining whether the unsatisfactory performance was substantially caused by non-culpable or mitigating circumstances, the Dean shall offer in writing to meet with the academic staff member at least five (5) work days prior to the deadline for submitting his/her recommendation to the General Merit Committee (the “Dean’s Zero Increment Meeting”).

29.11.3 The academic staff member may be accompanied by an advisor from the Faculty Association at the Dean’s Zero Increment Meeting.

29.11.4 In determining whether the unsatisfactory performance was substantially caused by non-culpable or mitigating circumstances, the Dean may reasonably request documentation related to the nature of the non-culpable or mitigating circumstances and the academic staff member shall reasonably supply such information.

29.11.5 If the Dean determines that the unsatisfactory performance was substantially caused by non-culpable or mitigating circumstances, the Dean shall recommend a Zero – Mitigating Circumstances Increment (“0-M”).

29.11.6 If the Dean determines that the unsatisfactory performance was not substantially caused by non-culpable or mitigating circumstances, or the Dean cannot make a determination, the Dean shall recommend a Zero-Unsatisfactory Performance Increment (“0-U”).

29.11.7 If the Dean recommends a 0-U, the academic staff member’s file will proceed to the GMC.

a) The academic staff member may appeal the 0-U to the GMC on the merits of the zero increment, through the normal process, on the grounds that the performance was not unsatisfactory. If successful, the academic staff member will receive a higher merit increment.

b) If the academic staff member does not appeal the 0-U to GMC on the merits of the zero increment, or if the academic staff member appeals to GMC but is not successful, the academic staff member may grieve the failure of the Dean to give a 0-M through the Collective Agreement process (Article 24). If successful in the grievance, the academic staff member will receive a 0-M, not a higher merit increment.

29.11.8 If the Dean records a 0-M, the file will not proceed to GMC for review unless the academic staff member appeals the zero increment on the merits to GMC as per Article 29.11.7a) above. The Dean will, however, submit a report to GMC of all 0-Ms given, for information purposes only.

- 29.11.9 If the final recommendation approved is a 0-U, the Dean shall meet with the academic staff member regarding his/her performance. A Faculty Association representative shall be invited to attend. Following this meeting, the Dean may issue a counselling letter or such other discipline appropriate as per Article 20, which is grievable by the member as per Article 24.
- 29.11.10 If the final recommendation is a 0-M, the Dean shall send a Support Letter to the academic staff member, describing possible support and assistance available to the academic staff member to address the non-culpable or mitigating circumstances that substantially caused the unsatisfactory performance. The Support Letter shall be copied to the Faculty Association and may be used by the Dean in subsequent assessment cycles.
- 29.11.11 In any case where an academic staff member is awarded two (2) 0-U increments in two (2) consecutive merit cycles, or in two (2) of three (3) consecutive merit cycles, the Dean may or may not choose to take disciplinary action in accordance with Article 20 including any of the following:
- a) Counselling letter,
  - b) Written warning/reprimand
  - c) Suspension with (or without) pay,
  - d) Prepare a Recommendation to the Provost to commence dismissal proceedings.
- 29.12 **Process Outside of Faculties**
- 29.12.1 For all academic staff outside of Faculties (as defined in 29.1.3d)), this section shall apply.
- 29.12.2 The “Head” shall be the individual designated in the hiring letter as being responsible for the assignment of duties. Where this is unclear, the Head shall be agreed upon by the Provost and Faculty Association.
- 29.12.3 While the base pool assigned to each Head shall be based on 1.2 increments per academic staff member, given the small number of members, the Deputy Provost shall have the authority to authorize increases in the pool of up to 0.4 increments per academic staff member.
- 29.12.4 There shall be a Committee to review any cases where the merit recommendation is 0.6 or lower, or 1.6 and above, and hear any appeals to the assessment or merit increment recommendations. The Committee shall be composed of:
- a) The Deputy Provost (as chair, voting in the case of a tie)
  - b) Three academic staff members elected by and from among the members being assessed. The three elected members shall all be from different units.
  - c) A member appointed by the Faculty Association (non-voting)

The decisions of the committee shall be final, subject only to appeal to the GMC, consistent with the rules regarding GMC appeals.

For quorum, the following members must be present: a) the chair; b) two of the elected members; c) the member appointed by the Faculty Association.

Members shall be excluded from the Committee during consideration of cases from their own unit.

- 29.12.5 The recommendations of Heads that are not appealed shall be final, unless the recommendation is zero, in which case the case shall be considered by the GMC, consistent with the rules regarding the review of zero recommendations.

### 29.13 **Reporting**

- 29.13.1 At the conclusion of the FMC/GMC cycle, the Provost's office shall prepare a summary of FMC and GMC appeals – total number of appeals with the number granted, number denied, and analyzed by gender. This report shall be provided to the Faculty Association and be available to any academic staff member upon request.
- 29.13.2 Following each FMC/GMC cycle, the Provost's office shall prepare a statistical summary of all merit increments awarded indicating the average merit increments awarded in each Faculty by rank and gender, any category with three or fewer members will not be reported. This report shall be provided to the Faculty Association and be available to any academic staff member upon request.
- 29.13.2 Copies of all academic performance reports, Heads' assessments, Deans' recommendations and final communications from the Provost's office shall be made available to the Faculty Association upon request.

## Appendix 29 A:

The Faculty of Medicine Faculty Council may elect to enact the provisions of this Appendix in its entirety rather than utilizing the committee structures noted in 29.7.2 and 29.7.3. The provisions in this Appendix would replace the provisions in Article 29 as indicated, but all other provisions of Article 29 would continue to remain in effect.

### **1. Medicine Merit Review Committee**

The Medicine Merit Review Committee shall review all recommendations of Department Heads regarding assessment and merit recommendations. Except as noted in a) the MMRC is a Dean's advisory committee. The Committee shall not consider any case that has been appealed.

The Committee shall consist of:

- a) the Dean as Chair (voting only to break a tie). The Chair may be delegated to the Vice-Dean or a voting member of the MMRC by the Dean. When the Vice-Dean is chair, the committee shall be advisory to her/him. When the Chair is a voting member of the MMRC, the decision of the MMRC shall be forwarded without review by the Dean or Vice-Dean.
- b) all Department Heads, (voting)
- c) two members appointment by the Faculty Association (non-voting)
- d) three academic staff members designated by the Dean (non-voting)
- e) three academic staff members elected by the academic staff members of the Faculty (voting)
- f) one student member designated by the Students' Union (non-voting)
- g) one student member designated by the Graduate Students Association (non-voting)

Where all of the voting members are of the same gender, the Dean may appoint two additional members of the other gender.

### **2. Medicine Merit Appeal Committee**

There shall be established a Medicine Merit Appeal Committee which shall hear any Faculty-level appeals related to assessment or merit recommendations of the Heads or Dean. The Committee shall be a Dean's Advisory Committee except as noted in a).

The Committee shall consist of:

- a) the Dean as Chair (voting only to break a tie). The Chair may be delegated to the Vice-Dean or a voting member of the MMAC by the Dean. When the Vice-Dean is chair, the committee shall be advisory to her/him. When the Chair is a voting member of the MMAC, the decision of the MMAC shall be forwarded without review by the Dean or Vice-Dean.
- b) Four academic staff members, from different departments, elected by the academic staff in the Faculty.
- c) Up to three academic staff members appointed by the Dean (specifically to ensure rank, gender, disciplinary or other representation, when necessary)
- d) A member appointed by the Faculty Association (non-voting)

No person who acted in the role of Head or who served on the MMRC shall be elected or appointed to the MMAC under items b) or c).

### **3. Quorum**

For both committees (the MMRC and MMAC), quorum shall be a majority of the voting members of the committee, including the Chair. The Committees may not meet unless the Faculty Association representative is present.



## Article 30: Confidentiality of Academic Staff Files in the Assessment, Promotion and Tenure Processes

- 30.1 Personnel files for academic staff members shall contain materials which are used for evaluative decisions, e.g. increment, promotion and appointment With Tenure. Such files shall be maintained in the office of the appropriate Dean or equivalent and available to the appointee concerned in accordance with the *Freedom of Information and Protection Act*.
- 30.2 An academic staff member or authorized designate shall have access to the file, if appropriate notice is given to the Dean or equivalent. This right of access does not include access to information which has been solicited by the Dean or equivalent or delegates or by other University officers in the normal execution of responsibilities on a confidential basis, e.g. letters of recommendation. However, the appointee must be informed, on request, of what kinds of confidential solicitations have been made.
- 30.3 Accessibility shall include the right to copy material in the file but shall not include the unilateral right to withdraw material from the file.
- 30.4 Anonymous material other than course evaluations conducted in accordance with GFC Policy shall not be included in a personnel file.
- 30.5 If unsolicited material is received and the author(s) is (are) known, the Dean or equivalent shall inform the author(s) that a copy of the material, unless withdrawn, will be forwarded to the academic staff member and that the academic staff member will be advised that the material will be placed in the file. The material shall be available for inspection by academic staff members according to the principles specified above. The academic staff member has the right to respond in writing to any such material. The response shall be appended to the unsolicited material and becomes part of the file.
- 30.6 These guidelines apply mutatis mutandis to other academic personnel files and records necessarily maintained in other than Dean's offices by other University departments in the normal course of discharging their duties and responsibilities, e.g., the Office of the Provost & Vice-President (Academic), Financial Services, Payroll, etc. Material in these files shall not, however, be used in any evaluative process affecting an academic appointee unless the information has been obtained and is available to the appointee concerned in accordance with the foregoing guidelines.

30.7 Access to an Academic staff member's personnel file shall be available only on a need-to-know basis in pursuit of official University business to the following:

1. the Dean or equivalent,
2. the Department Head or equivalent,
3. Faculty Tenure and Promotions Committees, and members thereof
4. the Promotions Review Committee, and members thereof
5. Faculty Merit Committees, and members thereof
6. Appointment Selection Committees, and members thereof
7. the Provost & Vice-President (Academic),
8. the Associate Vice-President (Human Resources),
9. the President,
10. persons to whom the President has delegated the authority to inspect the file(s) on official business of the University,

and in addition, as required, to legal agents or police officers specified in Provincial or Federal Court orders.

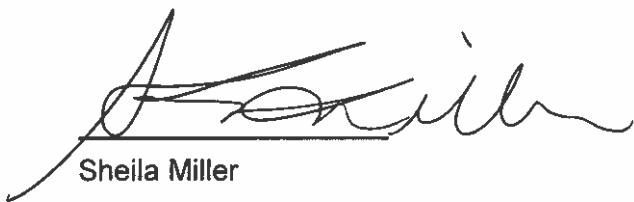
30.8 Other University bodies, such as the Board of Governors and the Senate, will sometimes require, in the discharge of their University responsibilities, reports from the senior administration based on data in personnel files. The senior administration's responsibility to provide these kinds of reports does not make access to personnel files of academic appointees available to these bodies or their individual members.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers on that behalf.

**The Faculty Association of the University of Calgary:**



Nigel Caulkett  
Principal Negotiator



Sheila Miller  
Executive Director

**The Governors of the University of Calgary:**



Ed McCauley  
President



Dru Marshall  
Provost and Vice-President (Academic)

**Ratified April 17, 2019**

## Letter of Understanding: Wage Re-Opener for 2019

1. The Parties agree to a Wage Re-opener for July 1, 2019 - June 30, 2020.
2. The Parties shall commence negotiations to reach agreement on the Wage Re-Opener on (or around) one week following ratification of the Collective Agreement.
3. The only item open for negotiations shall be the across-the-board salary adjustment for academic staff members.
4. This Wage Re-Opener shall not be construed in any way as "opening the agreement" for negotiation on any other issues by either Party.
5. If the Parties have not been able to agree upon the above item within two weeks of negotiations on the Wage Re-Opener, either Party may give written notice to the other Party of its desire to submit resolution of the item to interest arbitration. The Parties agree, on a one-time basis, to a single arbitrator (Andrew Sims) for September 30 and October 1, 2019. The outcome of the Interest arbitration shall be no less than a 0% across-the-board salary adjustment.
6. If an across-the-board salary adjustment is negotiated or awarded, it shall apply to academic staff holding Continuing, Contingent and Limited Term Appointments based on their rank salary in effect June 30, 2019. Any increase shall also apply to Sessional Appointees who have been, as of June 30, 2019, paid a salary rate above the minimum amount at each step.
7. If an across-the-board salary adjustment is negotiated or awarded, it shall apply to the minimum and maximum salary ranges in Schedule "A" (applicable to academic staff members holding Continuing, Contingent and Limited Term Appointments) and the minimum salary rates in Schedule "B" (applicable to academic staff members holding Sessional Appointments).

## Letter of Understanding: Emerita/Emeritus Status

The Parties recognize the Emerita/Emeritus designation procedures should be part of the Collective Agreement. The Parties agree to negotiate the procedures related to Emerita/Emeritus status as a priority item in the next round of negotiations. Until these procedures are negotiated into the Collective Agreement, the Procedures as outlined in Section 11 of the General Promotions Committee Manual (2005) shall remain in effect with “Faculty Promotion Committee” changed to “Faculty Tenure and Promotion Committee” and “General Promotions Committee” changed to “Promotion Review Committee”.

## Letter of Understanding: Independent Study Courses

In most undergraduate and graduate programs there is the opportunity for ongoing academic staff to offer one-on-one independent study courses, such as reading or research or thesis supervision courses. In a number of cases, no credit is given for such courses as part of the workload of the academic staff member, yet they are clearly part of the academic program offered by the Faculty. It is recognized that these opportunities for course work with individual academic staff member are a valuable part of the university experience for students, and that academic staff members who are committed to the programs their Faculty offers want the opportunity to offer such courses, but that it is not possible for the University to recognize them as the equivalent of a half-course.

### Optional Courses

In the following circumstances it is agreed that these courses are part of workload but are neither overload nor part of assigned duties under Article 12. In other words, academic staff would report these courses as part of their workload on their annual report and have them considered in the assessment process, but Department Heads/Deans would not have to take them into account when assigning teaching loads.

- a) The course is entirely voluntary, i.e. it is the academic staff member's choice whether or not they offer such a course and there are no negative consequences for the academic staff member if they do not offer the course.
- b) Normally, the course is one which is provided under an umbrella calendar course description with decimalized sections for each offering.
- c) The maximum number of students in the course is two.
- d) No formal classroom instruction is provided.
- e) The course is not a mandatory part of the curriculum for students.

In offering such courses, the academic staff member must follow University and faculty regulations; however, no instructor evaluations will be done.

### Mandatory Courses

When the course is mandatory for any student, the participation of the academic staff member is not entirely voluntary. Therefore the above agreement does not apply and the provisions of Article 12 will apply.

When the course otherwise meets the requirements above (i.e. it meets all the requirements other than (e)), the Department Head/Dean must recognize the course in the assignment of

duties. However, the Department Head/Dean may weight the course as less than a full half course equivalent under the following circumstances:

1. The Dean/Department Head may weight the course as no less than 1/3 of a half course equivalent, as long as this is applied consistently, unless explicitly addressed in the Faculty Guidelines.
2. The Dean/Department Head may weight the course as less than 1/3 of a half course equivalent if a method for weighting as provided for in the Faculty Guidelines and approved by Faculty Council and the Provost and Vice-President (Academic) is followed.

In both of the above circumstances the Dean/Department Head shall account for these partial half- course equivalents by adding them up over one or more terms or years until they equal a half-course equivalent for which the academic staff member is given credit.

## Letter of Understanding: Recognition of Graduate Student Supervision

Consistent with the commitment to offer teaching opportunities to graduate students under Article 23, the supervision of graduate students in these courses will be recognized as workload for the academics involved in supervision.

Specifically, the Dean/Department Head may weight the course as no less than 1/3 of a half course equivalent, as long as this is applied consistently, unless explicitly addressed in the Faculty Guidelines. If a method of weighting is provided for in the Faculty Guidelines and approved by Faculty Council and the Provost and Vice-President (Academic) the supervision may be weighted at less than 1/3 of a half course equivalent.



## Letter of Understanding: Contracting Out

The Parties acknowledge the right of the Governors to contract with third parties in certain circumstances for teaching and other services ordinarily performed by members of the academic staff. These circumstances include, but are not limited to, the following:

- a) in order to integrate members of the professional community into the academic program of a Faculty or Department as part of a continuing affiliation; and
- b) in order to obtain on a limited basis the services of a person who is employed elsewhere or who is self-employed.

The Governors undertake to advise the Association annually as to the number, extent of duties, and value of such contracts.

## Letter of Understanding: Third-Party Agreements

1. The Governors shall make best efforts to identify issues that relate to the rights of the Association or its members or the terms of the Collective Agreement in respect of any proposed third-party agreements and address these issues in discussion with the Association prior to executing such agreements.
2. The Governors undertake to ensure that any agreement with a third party that relates to the terms and conditions of employment of members of the academic staff shall contain appropriate reference to the Collective Agreement and not be inconsistent with the provisions of that Agreement.
3. The Governors undertake to provide to the Executive of the Association, on a confidential basis, a copy of any third-party agreement referred to in paragraph 1 above, as soon as such agreement has been executed, unless such disclosure is prohibited by the *Freedom of Information and Protection of Privacy Act*. Where the Executive of the Association requests that such agreement, or portions thereof, also be made available to the Board of Directors of the Association, the Governors shall not unreasonably withhold consent.

## Letter of Understanding: Merit Assessment Process

1. The Parties agree to review the assessment process after the completion of two assessment cycles (i.e. in 2020).
2. The Parties agree to review the assessment/merit process as it applies to the Cumming School of Medicine and report to the Joint Liaison Committee by September 30, 2018.

## Letter of Understanding: Article 26.3 Arbitration

1. The Parties acknowledge the impact of the Labour Relations Code on the negotiation and resolution processes established in the collective agreement. As such the provisions of article 26.3 shall be suspended except by mutual agreement of the Parties and so far as it complies with the Labour Relations Code.
2. The Parties agree to review the provisions related to bargaining dispute resolution in the next round of bargaining.

## Schedule "A"

Salaries and Economic Benefits applicable to  
Academic Staff Members holding  
Continuing, Contingent Term, and Limited Term Appointments

## Salary Scales and Increments July 1, 2019 - June 30, 2020

Rank	Salary Range		Increment Value (1.0)
	min	max	
<b>Assistant Professor</b>	74,174	109,325	1,900
<b>Associate Professor</b>	87,567 121,116	121,115 142,552	2,400 1,200
<b>Professor</b>	103,020 147,912	147,911 N/A	2,700 2,000
<b>Lecturer</b>	57,691	78,243	1,700
<b>Instructor</b>	65,933	109,325	1,900
<b>Senior Instructor</b>	79,325 121,116	121,115 142,552	2,400 1,200
<b>Teaching Professor</b>	103,020 147,912	147,911 267,852	2,700 2,000
<b>Assistant Librarian Assistant Archivist Assistant Curator</b>	59,752	81,458	1,700
<b>Associate Librarian Associate Archivist Associate Curator</b>	71,084	99,679	1,900
<b>Librarian, Archivist, Curator</b>	79,325 121,116	121,115 142,552	2,400 1,200
<b>Counsellor (Instructor)</b>	64,903	99,679	1,700
<b>Counsellor (Professorial)</b>	70,054	100,752	1,900
<b>Sr. Counsellor (Instructor) Sexual Harassment Advisor</b>	74,174	109,325	1,900
<b>Sr. Counsellor (Professorial) Director, International Centre Director, Native Centre</b>	79,325 121,116	121,115 142,552	2,400 1,200
<b>Curriculum Development Specialist Education Development Consultant</b>	79,325 121,116	121,115 142,552	2,400 1,200
<b>Director, Educational Development Unit</b>	103,020 147,912	147,911 267,852	2,700 2,000
<b>Director, Office of Diversity, Equity and Protected Disclosure</b>	101,000	161,600	2,200
<b>Advisor, Office of Diversity, Equity and Protected Disclosure</b>	80,800	131,300	2,200

### **Generic Academic Ranks**

At the point of hiring, academic staff members outside of the ranks listed in Schedule A, will be placed in one of the following categories. The category of the academic appointment must be clearly outlined in the letter of appointment and reported to the Faculty Association.

Except for the promotion opportunities inherent within Generic Ranks A and B, any academic staff members hired into Academic Categories A through E may not be transferred to other ranks without agreement between the Parties.

#### **A. Three-Tiered Progressive Ranks**

Members in this category will be eligible for promotion to the next higher category through the process outlined in Article 28, based on criteria established: a) by a Faculty Council in accordance with GFC Policy; b) in a hiring letter; or c) in a separate document agreed to by the academic staff member and the Dean (or equivalent). In the absence of documented criteria, committees shall consider the overall accomplishments in considering whether a higher rank is appropriate. Where the position is tenure-track, tenure will normally be linked to promotion to A2.

Rank	Salary Range	Increment Value (1.0)
Academic Category A1	65,933 to 109,325	1,900
Academic Category A2	79,325 to 121,115 121,116 to 142,552	2,400 1,200
Academic Category A3	103,020 to 147,911 147,912 to 267,852	2,700 2,000

#### **B. Two-tiered Progressive Ranks**

Members in this category will be eligible for promotion to the next higher rank as in item A above; however for those in the tenure track, tenure is normally not linked to promotion.

Rank	Salary Range	Increment Value (1.0)
Academic Category B1	64,903 to 109,325	1,900
Academic Category B2	74,174 to 121,115 121,116 to 142,552	2,400 1,200

#### **C/D/E Single-tier Non-Progressive Ranks**

Members in these categories will not be eligible to promotion, as they are single-tiered ranks.

Rank	Salary Range	Increment Value (1.0)
Academic Category C	64,903 to 109,325	1,900

Rank	Salary Range	Increment Value (1.0)
Academic Category D	74,174 to 121,115	2,400
	121,116 to 142,552	1,200

Rank	Salary Range	Increment Value (1.0)
Academic Category E	103,020 to 147,911	2,700
	147,912 to 267,852	2,000

### 1.1 Rank Salary

- a) The starting salary at which the academic staff member has been appointed shall be stated in the letter of appointment. The salary will be effective on the date the staff member commences employment, and will remain in effect until the following June 30. However, if salary rates are adjusted as a result of collective bargaining between the Governors and the Association, the adjustment shall apply to the new academic staff member unless stated otherwise in the letter of appointment. The letter shall state separately any honorarium, which is to be paid in addition to salary.
- b) Salaries, less approved and required deductions, shall be paid at least once a month by deposit directly into the academic staff member's account at any Canadian bank, credit union or other financial institution designated by the academic staff member, provided that technical arrangements satisfactory to the University can be made.
- c) The salary rate of an academic staff member on leave shall be adjusted by negotiated salary rate adjustments effective during the first thirty-six (36) consecutive months of leave only. The salary rate of an academic staff member resuming regular full-time duties after thirty-six (36) consecutive months of leave shall be subject to renegotiation.
- d) When payment is to be made for special assignments, including Spring or Summer Session teaching, such payment may be made according to an arrangement other than monthly payments but in any case shall be paid in full on completion of the special assignment.
- e) Any tenure track Assistant Professor, Assistant Librarian, Assistant Archivist, Assistant Curator or Instructor hired before June 1, 2014 whose rank salary reaches the maximum of the salary range for their rank prior to the end of the tenure track appointment shall be entitled to any across-the board increase or merit increment awarded, to be added to the rank salary base.



1.2 Merit Increments

- a) All salary increments (as distinct from negotiated salary adjustments) are not automatic and are awarded on the basis of meritorious performance of the duties assigned pursuant to Article 12 and according to the *Procedures Pertaining to the Annual Assessment of Academic Staff* recommended by the General Promotions Committee and approved by the President.
- b) The dollar value of merit increments for each rank is negotiated between the Governors and the Association.
- c) Increment awards shall be calculated using the increment values stipulated in the salary schedule effective July 1 for the rank salary held by the staff member on that date.
- d) Any dispute as to salary increments shall be resolved in accordance with General Promotions Committee procedures.

1.3 Across-the-Board Salary Adjustment

- 1.3.1 Salaries in effect June 30, 2019 shall be increased by 0% July 1, 2019.

1.4 Extra Remuneration Payments

- 1.4.1 The remuneration paid for overload duties, Spring and Summer Session teaching or duties voluntarily assigned under article 12.11 shall be determined on the basis of a minimum of:

\$6,232 per half course equivalent  
\$12,463 per full course

- 1.4.2 The salary rate for overload duties, Spring and Summer Session teaching or duties voluntarily assigned under Article 12 may be reduced in cases where an academic staff member is appointed to teach a very small class as follows:

- a) 2 students = 2/3 of the normal rate;
- b) 1 student = 1/3 of the normal rate.

## 1.5 Market Supplements

Market Supplements are payments made to academic staff members in addition to their rank salaries in order to attract and retain academic staff members when competitive pressures in the market warrant such payments.

A Market Supplement shall be paid for a fixed period not to exceed four (4) years, except where:

- a) the market supplement is a component of a Canada Research Chair (CRC) remuneration package. In this case, the term of the market supplement will be the same as the CRC term of appointment to a maximum of seven (7) years;

or

- b) the market supplement is a component of a new academic staff member's remuneration package for recruitment to a Tenure-track position. In this case, the term of the market supplement will be the same as the Tenure-track appointment to a maximum of six (6) years.

Market Supplements in effect for academic staff in the Faculty of Medicine as of June 30, 2013 shall be grand-parented and remain in effect for the term of the academic staff member's employment. All Market Supplements that commence as of the date of signature of the Collective Agreement or later shall be paid pursuant to this article.

The value of all Market Supplements paid to academic staff shall not exceed 4% of the total of rank salaries paid to continuing, contingent-term and limited-term academic staff as of July 1 of a given academic year.

Market Supplements are recommended by the Dean or equivalent to the Provost and Vice- President (Academic), highlighting the rationale for the payment of the market supplement.

## 1.6 Provost's Fund

"Provost's Fund" is the budget available to the Provost and Vice-President (Academic) to provide rank salary increases in order to retain individual academic staff members when competitive pressures in the market warrant such payments beyond the allowable term of a market supplement and to provide funds to faculties and academic units for the general support of academic staff.

Each July 1, the annual amount allocated to this fund shall be 0.35% of the total of rank salaries paid to continuing, contingent-term and limited-term academic staff. Any unspent funds at the end of a year may be carried forward for the term of the Collective Agreement.

The Provost and Vice-President (Academic) shall establish procedures, in consultation with the Faculty Association, for the award of Provost's Fund salary increases.

## 1.7 Other Compensation

The Parties recognize that funding arrangements for academic staff members are changing and it is important for the University to remain competitive.

Subject to the definition of Compensation, any form of compensation paid to academic staff, other than rank salary and market supplement, shall be at the discretion of the Provost and Vice-President (Academic). This normally includes, but is not limited to, research stipends. The amounts paid shall not exceed \$100,000 per academic staff member and 5% of the University's total salary budget for continuing, contingent-term and limited-term academic staff as of July 1 over the term of the Collective Agreement.

## 2. Benefits

In managing the program of academic staff benefits, the Governors agree not to implement any substantial changes which would reduce the benefits to academic staff members without the agreement of the Association.

### 2.1 General Matters Concerning Eligibility, Enrolment, Participation, and Exemption

#### 2.1.1 Definitions

The following definitions shall apply in determining eligibility for coverage, where applicable, under University benefit plans:

- a) "Dependent" means the spouse and/or children of the staff member, as more particularly defined hereinafter.
- b) "Spouse" means the person to whom the staff member is legally married, or the person with whom the staff member cohabits as domestic partner.
- c) "Domestic partner" means the person who shares with the staff member the common necessities of life and responsibility for each other's welfare and whom the staff member declares to be his/her domestic partner, provided

that such person is over the age of 18 years, has cohabited with the staff member for a minimum of twelve (12) months, is not related to the staff member by blood closer than would bar marriage in the Province of Alberta, and is not legally married.

d) "Child" means:

- i) staff member's biological or adopted child who is unmarried, less than 21 years of age, and is financially dependent upon the staff member for support; and
- ii) spouse's biological or adopted child who is unmarried, less than 21 years of age, cohabits with the staff member, and is financially dependent upon the staff member or spouse for support;

except that the age limitation shall be "less than 25 years of age" where the child as defined above is in full-time attendance at an accredited educational institution, or has been physically or mentally disabled continuously since before attaining the age of 21.

## 2.1.2 Benefit Plan Participation / Exemption

2.1.2.1 Participation in the following University benefit plans shall be a condition of employment for all academic staff whose Continuing, Contingent Term, or Limited Term appointment becomes effective on or after July 1, 1984, except where a staff member applies in writing to be exempted from participation in any of the plans and provides evidence that he/she (and his/her spouse and any of their dependent children to be covered) are covered under similar plans through family coverage provided by his/her spouse's employer:

- Group Accidental Death and Dismemberment Insurance
- Extended Health Care
- Dental Care
- Group Life Insurance
- Long-Term Disability Insurance

2.1.2.2 Application for exemption must be received by Human Resources (or must be postmarked if mailed) not later than 30 calendar days (60 calendar days for staff on leave) from the effective date of the first appointment (as defined in Clause 2.1.3).

2.1.2.3 All part-time Continuing, Contingent Term, or Limited Term appointees shall be eligible for the same benefit plans as full-time Continuing, Contingent Term, or Limited Term appointees, on a pro-rated basis.

2.1.3 Spouse / Dependent Coverages

2.1.3.1 The following benefit plans provide for coverage to be extended to a staff member's spouse and/or dependent children:

- Group Accidental Death and Dismemberment Insurance
- Alberta Health Care Insurance
- Extended Health Care
- Dental Care

2.1.3.2 Where benefit plan coverage for a staff member is a condition of employment, application in writing for coverage for his/her dependent(s) (which is optional) must be received by Human Resources in person (or must be postmarked if mailed) not later than 30 days (60 days for staff on leave):

(a) following the date on which the staff member's first appointment at the University entitled him/her to participate in the plan(s); or

(b) following the date on which such person(s) became eligible dependent(s), whichever is the later, except where subsequent (re)enrolment is provided for in Clauses 2.1.5 and 2.1.6, and except for dependent children who may be enrolled by a covered staff member in the Dental Plan up to the child's third birthday.

2.1.4 Eligibility of Dependents Residing Outside of Alberta

2.1.4.1 Academic staff with dependents residing outside Alberta but within Canada shall be allowed to enroll those dependents in the Dental Care plan and the Extended Health Care plan as if the dependents resided in Alberta.

2.1.4.2 Where dependents reside outside of Alberta but within Canada and are enrolled in the provincial health care plan of the province of residency, the academic staff member shall, upon presentation of receipts for the cost of such coverage, be reimbursed for the premium cost of the dependent coverage in the appropriate provincial health care plan. Reimbursement shall be made in arrears on a quarterly basis, and shall not exceed the amount which the Governors would otherwise contribute for dependent coverage under the Alberta Health Care Insurance Plan.

2.1.4.3 The academic staff member shall provide satisfactory proof (such as a sworn declaration) of dependent status of the persons to be covered under this provision at the time coverage is applied for and from time to time thereafter as may be required by the Governors.

2.1.4.4 Dependents eligible for coverage under this provision must be registered in accordance with the provisions of Clause 2.1.3.

2.1.5 Eligibility – Change of Status

2.1.5.1 Where a staff member's status changes:

- a) from single to a spousal relationship; or
- b) from a spousal relationship to single; or
- c) where a staff member becomes eligible for family coverage provided by a spouse's employer;

the staff member shall be granted participation in, or exemption from, the benefit plans provided that the application for participation / exemption is made not later than 30 calendar days after the date of eligibility (60 calendar days for staff on leave).

2.1.6 Eligibility – Participation After Exemption

2.1.6.1 A staff member, his/her spouse, and eligible dependent children who have been exempted from participation pursuant to Clause 2.1.2 shall be eligible to apply for coverage(s) under the University's plans only if the spouse's coverage terminates due to the termination of his/her employment. Under such circumstances, coverage will be made available provided that the staff member

- a) provides proof that the spouse's employment was terminated, or that the spouse is no longer able to obtain coverage from his/her employer, and
- b) provides proof that the spouse, and staff member / dependent children if applicable, were covered under the spouse's employer's plan immediately prior to the date on which the spouse's coverage under that plan was terminated, and
- c) makes application for coverage no later than 30 calendar days after the spouse's coverage terminates (60 calendar days for staff on leave).

2.1.7 Late Registration

2.1.7.1 The late registration of a spouse and/or eligible dependent children may be permitted provided that the staff member pays the full cost of the additional

premiums involved for retroactive coverage for the period from the date the spouse and/or dependent children became eligible to the actual date of application, or for a period of twelve (12) months, whichever is the shorter period.

2.1.7.2 Retroactive premium payments may, at the staff member's option, be made by payroll deduction in monthly amounts of not less than the equivalent of the monthly premium required for the additional coverage.

2.1.7.3 Where a staff member has full dependent coverage in effect and no additional premiums are required in respect of the late registration of a spouse or dependent child, the coverage shall become effective on the appropriate date following registration of the spouse / child and no retroactive premium or coverage shall apply.

#### 2.1.8 Leaves of Absence / Research and Scholarship Leaves

2.1.8.1 Persons eligible to continue benefit plan coverages while on leaves of absence and research and scholarship leave, at less than full salary will have the option of discontinuing their coverages. Where benefits have been discontinued, coverages will be reinstated automatically on return to full salary, subject to continuing eligibility.

Persons on leaves of absence, research and scholarship leave who are in receipt of full salary shall continue all benefit plan coverages subject only to the staff member's right to discontinue spousal and/or dependent coverages.

#### 2.1.9 Benefits for Staff Members Age 65 and Over

2.1.9.1 The Governors shall provide benefits for staff members age 65 and over which, when combined with benefits provided by the government, shall be equivalent to those which apply to staff members under age 65 in respect of the following plans:

- Group Accidental Death and Dismemberment Insurance (Basic)
- Dental Care
- Extended Health Care
- Group Life Insurance (Basic - first \$100,000 of coverage)

2.1.9.2 Staff members may maintain optional or voluntary benefits acquired before age 65 provided that they continue to make the required premium contributions.

2.1.10 Application to Part-Time Continuing Academic Staff Members

2.1.10.1 Except as otherwise stipulated, the provisions of this Schedule "A" shall apply on a pro rata basis to academic staff members holding part-time Continuing, Contingent Term, and Limited Term appointments. In the case of those benefits for which a premium contribution is made by the Governors, the pro rata calculation shall apply to the premium contribution and not to the level of benefit to which the part-time staff member is eligible.

2.2 Group Life Insurance

2.2.1 The maximum basic insurance amount shall be \$200,000.

2.2.2 Basic coverage for each covered employee shall be the greater of \$100,000 or two times his/her regular annual salary rate rounded to the next higher \$1,000 if not already a multiple thereof, subject to the \$200,000 maximum.

2.2.3 The definition of 'disability' for purposes of determining the waiver of premium benefit under the group life insurance plan shall be the definition in the long-term disability plan.

2.2.4 Effective December 1, 2007, each employee shall pay the full premium amount for basic life insurance coverage.

2.2.5 Any changes to the premium rates up to and including \$24 per month for the first \$100,000 of life insurance will be paid by the employee. If the premium for the first \$100,000 of life insurance goes above \$24 per month, the Administration shall negotiate with the Faculty Association the administration of the increase.

2.2.6 If the premium rate goes above \$24 per month for the first \$100,000 of life insurance and the University does not negotiate or the Parties are unable to reach agreement, the University will contribute the premium for the first \$100,000 of life insurance.

2.2.7 The staff member shall pay the full premium cost for any optional coverage under Group Life Insurance to include spouse and dependent children.

2.3 Long-Term Disability

2.3.1 The maximum monthly income benefit under the group long-term disability plan shall be \$6,000 per month.

2.3.2 The staff member shall pay the full premium cost.



2.3.3 Supplementary Long-Term Disability Benefit

2.3.3.1 The Governors agree to assess each staff member's monthly rank salary at the rate of .0003, and place the proceeds in a special account established for the purpose of paying cost-of-living adjustments to academic staff in receipt of long-term disability payments.

2.3.3.2 The payments will be made by the Governors on behalf of the Association as follows:

a) The amount of income and waiver benefit which a disabled staff member is receiving in the month of June in any year will be increased commencing with the month of July following, based on the across-the-board adjustment negotiated between Governors and the Association for that academic year for full-time Continuing, Contingent Term, and Limited Term staff;

b) Payment of cost-of-living adjustment shall at all times be contingent upon the special account having sufficient funds to maintain such payments; payments will terminate if funding is inadequate.

2.3.3.3 The Governors shall provide the Association with an accounting of the fund on an annual basis.

2.4 Extended Health Care

2.4.1 The Governors shall pay 100% of the premium costs at the rate in effect on July 1, 2019, plus 50% of any subsequent increase in those costs.

2.4.2 The staff member shall pay the full premium cost for any optional coverage for critical illness.

2.5 Dental Care

2.5.1 The Governors shall pay 100% of the premium costs at the rate in effect on July 1, 2019, plus 50% of any subsequent increase in those costs.

2.6 Alberta Health Care Insurance

2.6.1 The Governors shall pay 100% of the premium costs at the rate in effect on July 1, 2002, plus 50% of any subsequent increase in those costs. Any decrease in premiums will be shared between the staff member and the Governors.

2.7 Group Accidental Death and Dismemberment Insurance

2.7.1 \$100,000 basic coverage.

2.7.2 The Governors shall pay 100% of the premium costs at the rate in effect on July 1, 2002, plus 50% of any subsequent increase in those costs. Any decrease in premiums will be shared between the staff member and the Governors.

2.8 Annual Reports of Benefits

2.8.1 The Governors agree to design, produce, and distribute to each academic staff member an annual benefit statement which shall contain information concerning the benefit coverages provided, and the cost or value associated with those coverages. The Governors shall consult with the Association in respect of the form and content of the annual benefit statement.

2.9 E.I. Refund

2.9.1 By March 31<sup>st</sup>, following each year that the University qualifies for an Employment Insurance premium reduction in respect of its registered wage loss plan for academic staff, the Governors shall pay to the Association an amount equal to 5/12 of the relevant premium reduction to be used by the Association solely for the benefit of the members of the academic staff.

2.10 Death Benefit

2.10.1 Where a deceased staff member maintained family coverage in any of the following benefit plans, coverage for the surviving spouse and covered dependent children shall be continued at the Governors' expense to the end of the second month after the month in which the staff member's death occurred:

- Alberta Health Care Insurance
- Dental Care
- Extended Health Care

2.11 Professional Expense Reimbursement

2.11.1 Each eligible staff member is entitled to receive a Professional Expense Reimbursement to a maximum of \$1,750 July 1, 2019 to June 30, 2020 subject to the applicable regulations:

- a) Persons who are on research and scholarship leave, professional fellowship leave, or assisted study leave remain eligible. Staff on leave without pay are not eligible during the period of such leave. Where eligibility exists for a portion of the academic year, the reimbursement will be prorated on the basis of the number of months served;
- b) An eligible staff member may submit a maximum of four claims within any one academic year. Such claims may be submitted at any time during the academic year but none of the claims may be for an amount less than \$250, and the last claim must be submitted not later than two (2) months following the end of the academic year, i.e. August 31 (September 30 for a staff member returning from leave);
- c) A staff member may carry forward from the current year an unspent balance to the first and second succeeding years, or beyond, if such further extension is approved by the Vice President (Finance and Services).

## 2.12 Tuition Fee Remission – Dependent Children

2.12.1 The dependent children of an academic staff member (defined in accordance with Clause 2.1.1 of Schedule “A”) shall be eligible for tuition fee remission relating to University of Calgary degree credit courses in which they are enrolled. Subject to the following conditions:

- a) The maximum value of the tuition fee remission for each dependent child in each academic year shall not exceed the equivalent of the basic tuition payable for four half-courses (Faculty of Arts);
- b) Each dependent child must satisfy all academic admission and registration requirements, pay such other general compulsory fees as are normally assessable to students, and provide evidence that she or he is the dependent child of an academic staff member eligible for tuition fee remission according to this provision;
- c) The academic staff member must continue to hold his or her appointment during all sessions to which the tuition fee remission applies;
- d) The academic staff member must apply for tuition fee remission by the Tuition and Fee Payment Deadline, as outlined in the Academic Calendar.

2.13 Tuition Fee Remission – Employee and/or Spouse

2.13.1 An academic staff member and his/her spouse (defined in accordance with Clause 2.1.1 of Schedule "A") shall be eligible for tuition fee remission relating to University of Calgary degree credit courses in which they are enrolled, subject to the following conditions:

- a) The combined maximum value of the tuition fee remission for an academic staff member and/or spouse in each academic year shall not exceed the equivalent of the basic tuition payable for three half-courses (Faculty of Arts);
- b) Each employee or spouse must satisfy all academic admission and registration requirements, pay such other general compulsory fees as are normally assessable to students, and provide evidence that she or he is an academic staff member or spouse of an academic staff member, eligible for tuition fee remission according to this provision;
- c) The academic staff member must continue to hold his or her appointment during all sessions to which the tuition fee remission applies;
- d) The academic staff member shall be eligible to apply the tuition fee remission benefit to courses offered through University of Calgary Continuing Education (credit or non-credit courses) in respect of the academic staff member only;
- e) The academic staff member shall be eligible to apply the tuition fee remission benefit to degree courses taken for audit in respect of the academic staff member only.
- f) The academic staff member must apply for tuition fee remission for academic credit courses by the Tuition & Fee Payment Deadline, as outlined in the Academic Calendar. For Continuing Education courses, application for tuition fee remission is required at the time of enrollment in the course.

2.14 Sick Time

"Day or days" excludes Saturdays and Sundays.

2.14.1 Casual Illness

2.14.1.1 Casual illness, which is an illness/accident causing a staff member to be absent from work for five (5) consecutive work days or less, is a Departmental matter.

2.14.1.2 An academic staff member who is not otherwise absent from duty, and who is prevented from performing his/her regular duties and responsibilities as a result of the illness of his/her spouse or dependent children, shall be permitted to utilize one (1) day of casual illness entitlement for the purpose of making arrangements for the care of the person who is ill. This provision may be used on not more than three (3) occasions in each year of employment.

2.14.1.3 Staff members shall advise their Department Head as soon as possible when absent from work due to casual illness.

2.14.1.4 During a period of casual illness, a staff member will be entitled to full salary and benefits.

2.14.2 General Illness

2.14.2.1 General illness is an illness/accident which causes a staff member to be absent from work for more than five consecutive days.

2.14.2.2 Staff members shall advise their Department Head as soon as possible when they will be absent from work for more than five consecutive days due to illness.

2.14.2.3 It is the responsibility of the Department Head concerned to report, in accordance with procedures established by the President, when a staff member is absent from work due to general illness.

2.14.2.4 During a period of general illness, a staff member will be entitled to benefits as follows:

- a) 60 work days payable at 100% of normal salary; and
- b) 60 work days payable at 70% of normal salary;

but in no case shall the benefit payable for any one period of general illness exceed 120 consecutive work days or six months, whichever is the shorter period.

University contributions to employee benefit plans will continue.

2.14.2.5 Application

- a) A staff member on general illness leave shall be paid at 100% of normal salary for each work day absent according to the number of days shown in the above schedule and at 70% of salary thereafter. Immediately upon return to work those days paid at 100% of salary shall be reinstated for future use at 70% of salary, and any days used at 70% of salary shall be reinstated at 70% of salary. A staff member shall always have 120 workdays available for any one period of general illness.
- b) Upon commencement of a new year of service, a staff member shall be entitled to the illness leave specified in the above schedule for his/her new year of service. However, if a staff member is on general illness at the commencement of a new year of employment, entitlements continue from the prior year of employment, and illness leave entitlements for the new year of employment are not credited to the staff member until he/she returns to active work for a period of not less than twenty (20) consecutive working days.

2.15 Paid Holidays

Academic staff members shall not be required to work, and shall receive pay at their regular rate whether or not they work, on any day which is designated by the Governors as a paid holiday. The days so designated shall consist of at least the following:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	3 designated work days between Christmas Day and New Year's Day

Easter Monday will also be a day so designated beginning in the year 2020.

- 2.15.2 The foregoing paid holidays shall be observed on dates established by the Governors, consistent with the University's academic calendar and the dates of observance applicable to other University employee groups.

- 2.15.3 An academic staff member shall be excused from his/her regular duties and responsibilities without loss of salary or benefits for half a day during the period of Stampede, provided arrangements satisfactory to the academic staff member's Dean or administrative equivalent are made. However, no entitlement in respect to the Stampede holiday shall apply to any staff member who is on vacation, sick time, Workers' Compensation, or any other leave during the period of the Stampede.
- 2.16 Annual Vacation
- 2.16.1 For purposes of these provisions, the employment year is a twelve (12) month period commencing July 1.
- 2.16.2 An academic staff member is entitled to 22 working days of vacation with full salary and benefits after eleven (11) months of continuous full-time service within each employment year.
- 2.16.3 An academic staff member shall be entitled to one (1) additional work day of vacation for each completed year of full-time continuous service beyond ten (10) years as a Continuing, Contingent Term, or Limited Term appointee, to a maximum of eight (8) additional work days of vacation.
- 2.16.4 Where a continuing academic staff member's entitlement to vacation is based on less than 11 months of continuous full-time service within an employment year, the staff member's entitlement to vacation for that employment year shall be determined on a pro rata based on the number of months of full-time continuous service to May 31.
- 2.16.5 Salary will not be paid to a continuing academic staff member in lieu of vacation entitlement.
- 2.16.6 Entitlement to paid vacation earned to May 31 of an employment year may not be carried forward beyond June 30 of the next year, except that such vacation entitlement not taken prior to the commencement of a research and scholarship leave or professional fellowship leave may be carried forward to be taken prior to the beginning of Fall classes immediately following the completion of the research and scholarship leave or professional fellowship leave.
- 2.16.7 Vacation entitlement for academic staff (teaching and research) shall normally be taken between May 1 and the beginning of Fall classes. In all cases, the staff member must notify the Department Head or administrative equivalent of the scheduled dates and duration of the planned vacation

prior to commencement. Other arrangements may be made with the consent of the Department Head, subject to the approval of the Dean.

2.16.8 Academic staff (administrative and professional) may take their vacation entitlement at any time during the year with the consent of the Department Head, subject to the approval of the Dean or administrative equivalent.

2.16.9 All vacation in excess of five (5) consecutive work days shall be reported to the Provost and Vice-President (Academic), unless they are taken within the period from Spring Convocation to August 31.

2.17 Paid Vacation Entitlement – Termination

2.17.1 This provision applies to the termination, other than by reason of death, of members of the academic staff holding Continuing, Contingent Term, or Limited Term appointments as defined in the *APT Manual*.

2.17.2 An academic staff member is expected to take his/her full entitlement to paid vacation prior to termination. Except where the fulfilment of University duties precludes a staff member from taking his/her full entitlement, pay in lieu will not be permitted.

2.17.3 Upon termination, an academic staff member shall, subject to the provisions of Clause 2.17.4, receive pay in lieu of vacation entitlement earned but not taken for the current academic year and the immediately preceding academic year.

2.17.4 An academic staff member who resigns without providing at least four (4) months' written notice of resignation to the President, and whose resignation is effective on a date between September 1 and Spring Convocation, shall receive pay in lieu of vacation entitlement as follows:

(a) for the current academic year - pay at the rate of 4% of the staff member's regular pay for the period of service in respect of which the unused vacation entitlement has accrued; and

(b) for the immediately preceding academic year - pay in lieu of vacation entitlement earned but not taken.

2.18 Self-Funded Leaves

2.18.1 The Governors agree to establish a self-funded leave plan for the purpose of permitting a Continuing, Contingent Term, or Limited Term academic staff member to fund a leave of absence without pay through salary deferrals.



- 2.18.2 Terms of the leave plan shall be consistent with prevailing Income Tax and Pension Plan Regulations and shall include the following provisions:
- a) The leave of absence shall be for a period of not less than one year, and must commence immediately after a period of salary deferral, which does not exceed six years from the date on which the deferrals for the leave commenced;
  - b) The amount of salary deferred by the staff member in any one year shall not be less than 20% and not greater than 30% of the staff member's regular salary for that year; changes in the amount of salary to be deferred may be made only at the commencement of a contributory year;
  - c) No salary payments will be made by the University to the staff member during the period of leave, other than the amounts which were deferred prior to the commencement of the leave;
  - d) Interest income on the amounts deferred by a staff member shall be paid to the staff member at the end of each year;
  - e) A staff member must return to his/her regular employment after the leave of absence for a period that is not less than the period of his/her leave.
  - f) If the staff member does not take a scheduled leave of absence, all amounts held for his/her benefit under the self-funded leave plan shall be paid to him/her in the first taxation year following the deferral period;
  - g) A self-funded leave shall be considered a leave of absence without pay and shall be subject to the applicable General Provisions contained in Article 18: Leaves;
  - h) An approved application for a self-funded leave of absence shall be binding on both the Governors and the staff member;
  - i) Unless otherwise approved by the Provost and Vice-President (Academic), a self-funded leave of absence may not be taken contiguously with a research and scholarship leave or professional fellowship leave or any other form of paid or unpaid leave;
  - j) A self-funded leave shall not count as qualifying service for a research and scholarship leave or professional fellowship leave;
  - k) The period of deferral must commence not less than three (3) years prior to the date on which the leave of absence is to begin;

- l) All investment charges and administrative costs shall be borne by the plan's participants.

## 2.19 Travel Fund for Research and Scholarship Leave or Administrative Leave

2.19.1 A staff member who undertakes a research and scholarship leave or administrative leave involving a sojourn of no less than four months outside the Province of Alberta, shall be eligible for reimbursement for actual travel, accommodation, and food expenses incurred on his/her own behalf outside Alberta, to a maximum of \$2,000 in respect of any one research and scholarship leave.

2.19.2 All travel must be completed within the research and scholarship leave period, but the time spent outside of the Province of Alberta need not be taken in one consecutive period.

## 2.20 Self-Funded Research Grants

2.20.1 The Governors have implemented a self-funded Research Grants Program (October 1993), which allows staff members to direct a portion of their salary to support a research project. Terms of reference are available from the Research Services Office.

## 2.21 Pension Contributions for Prior Service as a Sessional Instructor

2.21.1 Where a staff member has prior service with the University of Calgary as a Sessional Instructor, and the staff member subsequently establishes such prior service as pensionable service under the Universities Academic Pension Plan, the Governors shall pay the employer's contribution plus interest, with respect to each prior service appointment as a Sessional Instructor:

- a) which was for a total duration of greater than six (6) consecutive months; and
- b) which involved duties to the extent of six (6) half-course equivalents or more.

## 2.22 Reduced Duties Leading to Retirement

The following arrangements are effected in order to facilitate planning and to accommodate requests for reduced assignment of duties leading to retirement.

2.22.1 An academic staff member holding a Continuing, Contingent Term, or Limited Term appointment who proposes to retire from the University on the date

named by the staff member (in accordance with the provisions of Appendix B.2 of the *APT Manual*) will be eligible to apply for reduced assignment of duties, i.e. leave without pay (LWOP) from a portion of duties, immediately preceding the specified retirement date, as further described in the following Clauses.

2.22.2 The reduced assignment of duties will normally be one of the following options:

Option	Extent of Reduced Duties	Duration	Basis of Salary
A	50% of duties (1/2 LWOP)	2 years	1/2 salary
B	66 2/3% of duties (1/3 LWOP)	3 years	2/3 salary
C	75% of duties (1/4 LWOP) AND 50% of duties (1/2 LWOP)	2 years 1 year	3/4 salary 1/2 salary

\*Alternative options may be proposed by the academic staff member for consideration by the Dean.

2.22.3 During the period of reduced assignment of duties, provided that the staff member elects to continue coverage, the Governors shall pay the full employer's share of required premium contributions for the following benefit plans as if the staff member were on full pay:

- Alberta Health Care Insurance
- Extended Health Care
- Dental Care
- Group Accidental Death and Dismemberment Insurance
- Group Life Insurance
- Long-Term Disability

This paragraph shall apply notwithstanding Article 18, Clause 18.1.11(b).

2.22.4 Subject to the provisions of the Universities Academic Pension Plan, the staff member may elect to establish the LWOP period as pensionable service under that Plan, in which case the Governors shall contribute both the required employer's share and the employee's share applicable to the LWOP period.

2.22.5 Except as noted in Clause 2.22.3 above, the provisions of Article 18, Clause 18.1, respecting applications for leave will apply to arrangements for reduced assignment of duties. Each case will require approval by the Provost and Vice-President (Academic) upon the recommendation of the appropriate Dean. In the event of a negative recommendation from the Dean, the staff member may appeal to the Provost and Vice- President

(Academic). The decision of the Provost and Vice-President (Academic) shall be final. Approval will not unreasonably be withheld.

2.22.6 Once a leave agreement for reduced assignment of duties and election to retire is concluded between the staff member and the Governors, the agreement cannot be amended or rescinded, except by mutual agreement between the Parties to this Agreement.

2.23 Post-retirement Employment of Academic Staff

2.23.1 An academic staff member who has retired from a Continuing, Contingent Term or Limited Term appointment may be re-employed as academic staff with a Retired Short-term appointment for a period of up to three years. [retired – must have reached age 55, resigned from Continuing, Contingent Term or Limited Term appointment and receiving pension payments from the UAPP]

2.23.2 Post-retirement employment shall normally be used for teaching or administrative duties.

2.23.3 Remuneration shall be paid on a half-course equivalent basis, with the minimum rate established in Schedule “B”.

2.23.4 Individuals are not entitled to participate in the benefit plans but shall receive 4% in lieu of benefits and 4% in lieu of vacation.

2.24 Universities Academic Pension Plan (UAPP)

2.24.1 The Parties have agreed to participate in the Universities Academic Pension Plan (hereinafter referred to as “the UAPP”) established by the Universities Academic Pension Plan Sponsorship and Trust Agreement, including the Plan Text (hereinafter referred to as “the Sponsorship and Trust Agreement”).

2.24.2 With respect to the contribution rates established by the Board of Trustees of the UAPP, the Governors will pay 50% for each academic staff member who is eligible to participate in the UAPP and each academic staff member in the UAPP will pay 50%.

2.24.3 In the event of a conflict between the Sponsorship and Trust Agreement and the Collective Agreement, the terms of the Sponsorship and Trust Agreement shall prevail.

2.24.4 Except for disputes over the payment of contributions required pursuant to 2.24.2, the Grievance and Arbitration provisions in Article 24 of the Collective Agreement do not apply to the UAPP and no action respecting the UAPP or

any disputes relating to the UAPP will be the subject of grievance and arbitration under the Collective Agreement. All disputes between the Governors and the Association or the staff member will be resolved by the procedure specified pursuant to the Sponsorship and Trust Agreement or by applicable law.

2.25 Flexible Spending Account

2.25.1 Effective July 1, 2011, and on each subsequent July 1, the Governors will contribute eight hundred dollars (\$800) for each eligible full-time staff member and a prorated amount not less than four hundred dollars (\$400) for each eligible part-time staff member into a Flexible Spending Account.

2.26 Resignation

2.26.1 A member of the academic staff intending to resign shall write a formal letter of resignation to the President, with a copy to the Head of the Department and to the Dean, as early as possible, and preferably not later than four months before the date of resignation.

## Letter of Understanding: Provision of Computers on a 'Managed' Basis

1. Effective September 1, 2018, new computers of the Governors choosing will be provided to all new continuing, contingent term, and limited-term academics;
2. Effective September 1, 2018, new computers of the Governors choosing will be provided to existing continuing, contingent term, and limited-term academics if their current computer is outside the warranty period and if the Governors determine that replacement is needed;
3. Academic staff members are eligible to request software pursuant to the University of Calgary Software Distribution procedure found at:  
  
<https://iac01.ucalgary.ca/SDSWeb/LandingPage.aspx?ReturnUrl=%2fSDSWeb%2fdefault.aspx>
4. All software usage would be subject to the University of Calgary software licenses;
5. When the academic staff member's appointment terminates, the computer provided under this Article must be either returned to the Governors or purchased from the Governors at a nominal rate to be determined by the Governors, having regard to fair market value; purchase agreements would be subject to the removal of University of Calgary software as per University of Calgary software licenses.

## Schedule "B"

Salaries and Economic Benefits applicable to  
Academic Staff Members holding  
Sessional Appointments

1. Salaries

1.1 A Sessional appointee shall be paid at a salary rate per half-course equivalent, which is at least the following:

Base	\$6,232
Step 1	\$6,374
Step 2	\$6,517
Step 3	\$6,658
Step 4	\$6,800
Step 5	\$6,943

Subject to the Letter of Understanding: Wage Re-Opener for 2019, there will not be an across-the-board increase for sessional appointees who have been, as of June 30, 2019, paid a salary rate above the minimum amount at each step.

1.2 A Sessional appointee's salary shall be the salary rate multiplied by the number of half-course equivalents which comprise the full extent of the Sessional appointee's duties.

1.3 The salary rates indicated in Clause 1.1 are the minimum amounts only; higher salaries may be paid.

1.4 The salary rate determined in accordance with Clauses 1.1 and 1.2 may be reduced in cases where a Sessional appointee is appointed to teach a very small class as follows:

- a) 2 students = 2/3 of the normal rate;
- b) 1 student = 1/3 of the normal rate.

1.5 A Sessional appointee shall not be paid less than he or she received for teaching the same course or courses offered by the same Department or faculty (in non-departmentalized faculties) in a previous year.

2. Step Increases

2.1 The salary of a Sessional appointee whose appointment continues or is renewed, shall be increased at intervals not exceeding the completion of eight (8) half-course equivalents, subject to satisfactory performance of duties, by at least \$130 per half-course equivalent.

2.2 The maximum number of step increases is five (5).

2.3 The letter of appointment shall indicate the step from base to 5.



3. Paid Holidays

3.1 Sessional appointees shall not be required to work, and shall receive pay at their regular rate whether or not they work, on any day which is designated by the Governors as a paid holiday. The days so designated shall consist of at least the following:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	3 designated work days between Christmas Day and New Year's Day

Easter Monday will also be a day so designated beginning in the year 2020.

3.2 The foregoing paid holidays shall be observed on dates established by the Governors, consistent with the University's academic calendar and the dates of observance applicable to other University employee groups.

3.3 A Sessional appointee shall be excused from his/her regular duties and responsibilities without loss of salary or benefits for half a day during the period of Stampede, provided arrangements satisfactory to the academic staff member's Dean or administrative equivalent are made. However, no entitlement in respect to the Stampede holiday shall apply to any Sessional appointee who is on vacation, sick time, Workers' Compensation, or any other leave during the period of the Stampede.

4. Sick Time

Where the total duration of an appointment is greater than six (6) consecutive months, and the extent of duties is six (6) half-course equivalents or more, the Governors shall provide paid sick time as follows:

4.1 Casual Illness

- a) Casual illness, which is an illness causing a Sessional appointee to be absent from work for five (5) consecutive work days or less, is a Departmental matter.
- b) A Sessional appointee who is not otherwise absent from duty, and who is prevented from performing his/her regular duties and responsibilities as a result of the illness of his/her spouse or dependent children, shall be

permitted to utilize one (1) work day of casual illness entitlement for the purpose of making arrangements for the care of the person who is ill. This provision may be used on not more than three (3) occasions in each year of employment.

c) Sessional appointees shall advise their Department Head or equivalent as soon as possible when absent from work due to casual illness.

d) During a period of casual illness, a Sessional appointee will be entitled to full salary and benefits.

4.2 After five (5) consecutive work days of casual illness, in lieu of regular salary, the Sessional appointee shall be entitled to receive sick pay at the rate of \$1,000 per month for the duration of the illness, or for the duration of the appointment, or to a maximum of six (6) months, whichever first occurs.

4.3 A Sessional Appointee whose appointment is less than six (6) consecutive months and/or the extent of duties is less than six (6) HCE, shall be provided up to three (3) days of paid casual illness.

5. Payment In Lieu of Benefits

Sessional appointees shall receive pay in lieu of benefits in the amount of 4% of salary, added to each salary payment.

6. Payment In Lieu of Vacation

Sessional appointees shall receive pay in lieu of vacation entitlement in the amount of 4% of salary, added to each salary payment.

7. Professional Expense Reimbursement

7.1 The Governors shall provide reimbursement of eligible expenses to a maximum of \$175 per half-course equivalent of duties, not to exceed \$1,750 per academic year, to all Sessional appointees.

7.2 Unspent Professional Expense Reimbursement can be carried forward to any Sessional appointment in the same academic year.

7.3 Unspent Professional Expense Reimbursement from the current academic year may be carried forward into the next academic year if the Sessional Appointee receives a subsequent appointment in that year.

8. Cancellation Fee

8.1 The cancellation fee referred to in Article 23, Clause 23.10, shall be \$500 per half-course equivalent.

8.2 The cancellation fee shall only apply to that portion of the duties, which were scheduled to coincide with the commencement of the appointment term, and shall not apply to duties which were scheduled at a later date in the appointment term.

9. Universities Academic Pension Plan (UAPP)

9.1 The Parties have agreed to participate in the Universities Academic Pension Plan (hereinafter referred to as “the UAPP”) established by the Universities Academic Pension Plan Sponsorship and Trust Agreement, including the Plan Text (hereinafter referred to as “the Sponsorship and Trust Agreement”).

9.2 With respect to the contribution rates established by the Board of Trustees of the UAPP, the Governors will pay 50% for each Sessional appointee who is eligible to participate in the UAPP and each Sessional appointee in the UAPP will pay 50%.

9.3 In the event of a conflict between the Sponsorship and Trust Agreement and the Collective Agreement, the terms of the Sponsorship and Trust Agreement shall prevail.

9.4 Except for disputes over the payment of contributions required pursuant to 9.2, the Grievance and Arbitration provisions in Article 24 of the Collective Agreement do not apply to the UAPP and no action respecting the UAPP or any disputes relating to the UAPP will be the subject of grievance and arbitration under the Collective Agreement. All disputes between the Governors and the Association or the staff member will be resolved by the procedure specified pursuant to the Sponsorship and Trust Agreement or by applicable law.

**Note:** *Appendix A4 of the UAPP plan text, Sessional appointees are required to join the UAPP when:  
A.4.03(1)(b) An Employee who is employed on a temporary basis shall become a Member of the plan when:*

(i) *the Employee has contiguous terms of appointments (without any break between the appointments) which total at least two years; and*

(ii) *the Employee has earned in respect of the Employee’s employment with the University of Calgary at least 35% of the YMPE in each of the two consecutive calendar years immediately prior to the date the Employee has met the condition in clause (i) above;*

10. Sessional Travel Fund

- 10.1 Each academic year, a Sessional Travel Fund Committee will distribute a Sessional Travel Fund (“Fund”) of thirty thousand dollars (\$30,000.00) amongst eligible Sessional appointees to reimburse certain travel expenses per this Article.
- 10.2 By September 30 of each year, the Governors and the Association shall form a Sessional Travel Fund Committee (“Committee”) to make all decisions with respect to the fund. Decisions will be made according to the majority vote of the Committee.
- 10.3 The Committee shall be composed of the Deputy Provost or their delegate and two (2) representatives each of the Governors and of the Association. A quorum shall be two (2) members, with one (1) representative of each Party.
- 10.4 The Committee will be Chaired by the Deputy Provost or their delegate. The Chair shall be responsible for circulating the agenda and the notices. The Deputy Provost or their delegate shall participate in the review and discussion about each of the applications and shall only vote in the case of a tie.
- 10.5 The objectives of the Committee shall be:
- a) To establish procedures and criteria, following the terms of this article;
  - b) To receive and review applications from eligible Sessional appointees;
  - c) To decide which eligible Sessional appointees will receive reimbursement from the Fund.
- 10.6 Sessional appointees are eligible to apply for reimbursement from the Sessional Travel Fund if;
- a) they presently hold a Sessional appointment and have graduated with a terminal degree within the past year, or
  - b) they presently hold a Sessional appointment and have taught seven (7) half-course equivalents in the past five (5) academic years at the University of Calgary.
- 10.7 Sessional appointees who apply for reimbursement from the Fund must present to the Committee their original receipts for costs related to the Sessional appointee’s travel. The date of the receipt must be between six (6) months prior to the beginning of the Sessional appointment and six (6) months after the end of the Sessional appointment. The travel must relate to their field of study during their recent PhD program (if their eligibility arises through article 10.6 (a) above), or to their specific department or equivalent at the University of Calgary if their eligibility arises through Article 10.6 (b) above).
- 10.8 Notwithstanding anything else in this Article, Sessional appointees are not eligible to receive reimbursement from the Fund if they do not have a good record of performance or conduct in their previous appointments.
- 10.9 The maximum amount of reimbursement that each Sessional appointee can receive from the Fund is one thousand five hundred dollars (\$1,500.00).

- 10.10 The Committee shall meet at least twice per academic year; meeting once in each of the Fall and Winter terms.
- 10.11 The committee shall not have the power to add to or modify the terms of this Agreement, but may recommend possible additions or modifications.

## Letter of Understanding: Musicians One-on-One Instruction

The Parties acknowledge that certain music courses require one-on-one instruction.

The Provisions of this Memorandum of Agreement shall apply to Sessional appointees who provide one-on-one musical instruction, "the Musicians", notwithstanding the provisions in Article 23 and Schedule B.

1. The extent of duties shall be determined on the basis of the following formula: six (6) students, each with a one-hour lesson per week for one term (13 weeks) shall be the equivalent of one half-course (1.0 HCE).
2. The extent of duties shall determine the Step Increases, Professional Expense Reimbursement, and any other applicable terms of the Collective Agreement except determination of salary.
3. The salary rate for the Sessional Musicians shall be determined on the basis of the following formula: # of students x 13 one-hour lessons x rate per hour.
4. The minimum salary rate shall be:

Minimum Salary Rate

\$79.89 per hour

5. Attendance of the Sessional Musicians at recitals or other performances as required by their assigned duties shall be compensated in addition to, and at the same hourly rate as, the one-on-one instruction.
6. The Sessional Musicians shall also be paid amounts equivalent to 4% of salary in lieu of vacation and 4% of salary in lieu of benefits.