

UNIVERSITY OF ALBERTA

TRUST/RESEARCH ACADEMIC STAFF AGREEMENT

July 2017

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

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Recitals

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

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

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

NOW WITNESSETH THAT in consideration of the premises and the matters hereinafter contained, the parties hereto agree as follows:

Article 1: Definitions

- 1.01 "Acting" when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during appointment as the officer has under the terms of this Agreement.
- 1.02 "Agreement" means this Agreement.
- 1.03 "Appointing Officer" means the President, Vice-President, Dean or Department Chair responsible for appointing the Staff Member.
- 1.04 "Association" means the Association of the Academic Staff of the University of Alberta.
- 1.05 "Board" means the Board of Governors of the University of Alberta.
- 1.06 "Day" or "Days" means Monday through Friday, but does not include a day when the University buildings are closed. Reference in this Agreement to week, month and year shall refer to the calendar period.
- 1.07 "Dean" means the chief executive officer of a Faculty as described in Article 21 of the *Post-Secondary Learning Act*.
- 1.08 "Department" means the academic unit of a Faculty, established as such by the Board.
- 1.09 "Department Chair" means the chair of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.
- 1.10 "Faculty" means the academic unit of the University established as such by the Board as described in the *Post-Secondary Learning Act*.
- 1.11 "Faculty Council" means the council created by that name in accordance with Section 28(2) of the *Post Secondary Learning Act*; for the purposes of this Agreement voting on decisions required by this Agreement shall be restricted to the academic staff members in the Faculty.
- 1.12 "President" means the President and Vice-Chancellor of the University of Alberta.
- 1.13 "Provost" means the Provost and Vice President (Academic) of the University.
- 1.14 "Restricted Funds" mean funds subject to externally imposed stipulations (explicit or implicit) that specify the purpose for which the contribution is to be used. These funds are related to research (grants, contracts, and donations), special purpose (grants, contracts, and donations) or endowments (grants, contracts, and donations).
- 1.15 "Service" is defined as continuous service as a trust/research academic staff member.

- 1.16 "Staff member" means a person who has been appointed to a position on the academic staff of the University under this agreement.
- 1.17 "University" means University of Alberta.

Article 2: Term of Agreement and Agreement Review Committee

- 2.01 This Agreement is binding upon the Board, the Association, and each staff member.
- 2.02 This Agreement expires on June 30, 2018 (the "Expiration Date"), however, if notice to bargain is not given in accordance with 19.02, the Expiration Date of this Agreement shall be deemed to be extended by one year.
- 2.03 There shall be no strike or lockout during the term of this Agreement.
- 2.04 Minor editorial corrections in this Agreement, or to any of its Appendices, may be made by mutual agreement of the parties during the term without ratification by the Association and the Board, provided that such changes are reduced to writing and executed by the signing officers of the parties to this Agreement. Any other changes made by mutual agreement of the parties during the term shall be subject to ratification.

Agreement Review Committee (ARC)

- 2.05 There shall be an ARC which shall:
- a) consider and reach agreement on interpretations to this Agreement (Article 28); and
 - b) serve as a joint reference body for consideration of matters which affect the contracts of staff members.
- 2.06 The ARC shall consist of four (4) members appointed by the Board and four (4) members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall inform the other in writing of the names of its appointed members and of changes thereto.
- 2.07 The Board and the Association shall each have one vote on ARC.
- 2.08 Matters referred to ARC under 2.05 (b) may be brought forward by the Provost or by the President of the Association.
- 2.09 ARC shall meet as frequently as necessary to consider matters proposed by either the Board or the Association.
- 2.10 Both the Board and the Association may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.
- 2.11 Decisions reached by ARC shall be binding on the Board and the Association and on individual staff members.

Article 3: Academic Freedom and Access to Information

Academic Freedom

- 3.01 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.
- 3.02 The University expects each staff member to engage in these endeavours.

- 3.03 The parties to this Agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrine. Academic freedom does not confer legal immunity; nor does it diminish the obligation of members to meet their responsibilities to the University as set out in Article 7 (University responsibilities).
- 3.04 Members have the right to publish the results of their research without interference or censorship by the institution or its agents.

Access to Information

- 3.05 A staff member shall have access, with reasonable notice, to the records of all personal information pertaining to the staff member, except:
- a) to confidential evaluations regarding the staff member's application for employment;
 - b) to confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of Articles 13, 14 and 15;
 - c) to portions of the record that would not be released under the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 3.06 The staff member may request of the custodian of files that the staff member be permitted to examine the staff member's personal files in that office. Such examination shall be during working hours. During the examination, the staff member shall be accompanied by the custodian, or delegate. The staff member shall not remove the file from the office, and subject to 3.07 and 3.08, shall not change anything in the file.

Right to correct information

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

Article 4: Association Recognition

- 4.01 In accordance with the provisions of 60(2) of the *Post-Secondary Learning Act*, a staff member becomes a member of the academic staff, and a member of the Association on the date of appointment.
- 4.02 Association dues shall be deducted from the staff member's pay and shall be remitted to the Association.
- 4.03 A staff member may, annually in writing, request the appropriate University Officer to remit amounts otherwise payable as Association dues to a program which is related to and administered by the University. The specific cause shall be selected from time to time by the executive of the Association and the Provost.

Article 5: Delegation

- 5.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of this Agreement (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article 6—Appointments
 - b) Article 12—Probation
 - c) Article 13—Performance Review
 - d) Article 14—Unsatisfactory Performance
 - e) Article 15—Appeals
 - f) Article 16—Discipline
 - g) Article 32—Lay Off

- 5.02 The authority of any party described in Article 5 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- 5.03 A senior administrator of the University may delegate to another senior administrator of the University or to a staff member any of the responsibilities assigned in this agreement to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.
- 5.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- 5.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- 5.06 If, in this Agreement, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article 6: Appointments

Position Description

- 6.01 A Position Description, following the template outlined in Appendix C of this Agreement, shall form the basis for a position's evaluation by Human Resources. The evaluation of the position will result in the establishment of a salary level and salary range for the position in accordance with Appendix E of this Agreement.
- 6.02 When a position is evaluated, it will be assigned to a job family as outlined in Appendix D of this Agreement.
- 6.03 A Trustholder may make a request to Human Resource Services for a variation in the salary range for market or recruitment reasons.

Advertising

- 6.04 A Trustholder will normally post prospective opportunities for Trust/Research Academic appointments. These opportunities will be posted on the departmental bulletin board or by the standard means of communication of the Department and also on the University's "Careers" website.
- 6.05 Notwithstanding the above, Trustholders must consult with Human Resource Services before beginning the recruitment process if foreign nationals are to be considered within the competition. The hiring unit shall advertise for a minimum of thirty days in CAUT and University Affairs. Advertisements may appear simultaneously in domestic and international media.

Appointment

- 6.06 The appointment of a Staff Member shall be made in accordance with University policies and procedures by the Appointing Officer following a recommendation by the Trustholder. The appointment of a Staff Member shall be evidenced by the Letter of Appointment, following the template outlined in Appendix B of this Agreement.

A Staff Member will be appointed on a full-time or part-time basis on a:

- a) Fixed Term Appointment: if a Staff Member is appointed on a Fixed Term Appointment, the Letter of Appointment will stipulate the appointment's end date. Where circumstances permit, and following a recommendation by the Trustholder, the Appointing Officer may provide a term for the appointment that coincides with the term of the funding source. The Fixed Term

Appointment shall not exceed the term of the funding source unless pre-approved through Human Resource Services.

- b) Renewable Term Appointment: if a Staff Member is appointed on a Renewable Term Appointment, the Letter of Appointment will stipulate the length of the original appointment. Following an annual assessment of satisfactory performance, a Staff Member appointed on this basis, shall have the term of the appointment extended by one year. All Renewable Term Appointments will be reviewed with Academic Staff Administration prior to appointment.
- 6.07 A Letter of Appointment, following the example in Appendix B, duly executed by the Appointing Officer and the Staff Member, shall confirm the type of appointment (i.e.: Fixed Term or Renewable Term).
- 6.08 The appointment of a Staff Member shall commence on the date set in the duly executed Letter of Appointment, in accordance with Article 6.07.
- 6.09 The reappointment of a Staff Member with a Fixed Term Appointment under Article 6.06(a) shall be provided no later than two (2) months prior to the end-date of the current appointment; otherwise, that appointment will expire on the date stipulated in the Letter of Appointment without the need for further notice or pay-in-lieu of notice from the University.
- 6.10 Any disagreement between the Trustholder and the Staff Member with regard to reappointment pursuant to Article 6 may be subject to appeal pursuant to the provisions of Article 15.

Special Conditions

- 6.11 A Staff Member may be appointed with special conditions which are at variance with the terms of this Agreement provided:
- a) Special conditions do not result in a lowering of total earnings or benefits as set out in this Agreement;
 - b) The variations are in writing and are included in or appended to the Letter of Appointment; and
 - c) The variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.

Effective Date

- 6.12 The normal effective date of an appointment will be July 1, but appointments may be made at other times.

Removal Allowances

- 6.13 When circumstances permit, a Staff Member upon appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. The allowance, to the maximum specified by the Trustholder, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time by the Board after consultation with the Association.

A Staff Member who voluntarily leaves the service of the University before rendering twelve months service shall be required to refund a portion of the removal allowance; each month's regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than twelve months the obligation shall be discharged in a proportionately shorter period.

Reporting to the Association

- 6.14 Human Resources will provide the Association with a monthly report of new appointments and terminations under this Agreement.

Article 7: Position Responsibilities

- 7.01 Upon appointment, each Staff Member will receive a written Position Description which has been developed in accordance with Article 6 of this Agreement. The Position Description will outline the position responsibilities applicable to the staff member's appointment.
- 7.02 The Staff Member shall be accountable to the Trustholder for the duties outlined in the position description.
- 7.03 Only a member of the Teaching and Research Job Family may be appointed to teaching duties. Courses shall be assigned at the discretion of the Department Chair. It is the Staff Member's responsibility to demonstrate scholarship and remain current and competent in the discipline or profession. A Staff Member may decide on specific course content and instructional methodology, recognizing approved course description and academic policy approved by the Department, the Faculty and the University.
- 7.04 Any Staff Member may be appointed with research responsibilities. These responsibilities will be documented in the position description in accordance with the University's "Eligibility to Apply for and Hold Research Funding" Policy. As such, research activity shall be conducted in compliance with the regulations established by the Vice-President (Research) following consultation with the Association and approval by the appropriate University governing bodies. Questions arising from the administration of the regulations shall be in accordance with the provisions of this Agreement.
- 7.05 The Trustholder can make changes to Position Descriptions that are not considered to be a position modification under 7.06. If the Trustholder contemplates changes to the position description, they shall consult with the Staff Member and the changes shall be documented through the rewriting of the Position Description under Article 6.
- In the event of a dispute with respect to changes in position responsibilities, a Staff Member shall have recourse under Article 15.

Position Modifications

- 7.06 For the purpose of this Article, a Position Description is considered modified when a substantial change is made to its terms and conditions, which include:
- a) A reduction in base salary;
 - b) A change in full-time or part-time status;
 - c) A change in Trustholder; or
 - d) A significant or substantial change in position duties.
- 7.07 A Trustholder considering a position modification must consult with Human Resource Services.
- 7.08 Prior to formal notice of position modification, a meeting will be arranged including Human Resource Services, the Trustholder, the Association and the affected Staff Member. The purpose of the meeting is to discuss the details of the modification (specifically the anticipated impact on the Staff Member) and to explore methods or alternatives which minimize negative impacts on the Staff Member.
- 7.09 The Trustholder will provide a Staff Member with one month formal notice of a position modification. A Trustholder will provide as much informal notice as reasonably possible of the effective date of the position modification.
- 7.10 If after every attempt is made to resolve concerns and the Staff Member will not accept the change to the position, the Staff Member will be laid-off pursuant to Article 32.

Article 8: Basic Conditions

- 8.01 A Staff Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.
- 8.02 A Staff Member shall be provided with the University identification card (the ONEcard).

- 8.03 A Staff Member shall be provided with full University library privileges during the course of the appointment.
- 8.04 A Staff Member shall be provided with a computing services ID and password during the course of the appointment.
- 8.05 A Staff Member shall be provided with access to the University Health Centre.
- 8.06 A Staff Member shall be provided with access to University Recreation Services.

Article 9: [Vacant]

Article 10: Copyright

- 10.01 Pursuant to the *Post Secondary Learning Act* (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.
- 10.03 Notwithstanding 10.02, the University will own or have interest in certain Works, as described in Appendix F.
- 10.04 Appendix F contains the detailed terms regarding Works created by a staff member.

Article 11: Patents

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

Article 12: Probation

- 12.01 Initial appointments of more than one year shall include a probationary period of six to 12 months. The length of the probationary term will be clearly stated in the Letter of Appointment.
- 12.02 During the probationary period the Trustholder will provide the Staff Member with periodic assessments of the Staff Member's performance. If termination during the probationary period is contemplated, the Trustholder will provide written documentation regarding the assessment provided.

Decision at the End of the Probationary Period

- 12.03 At least one month prior to the end of a Staff Member's probationary period the Trustholder shall, in writing, offer the Staff Member one of the following:
 - a) Confirmation of the appointment;
 - b) Extension of probation for a maximum of an additional 6 months; or
 - c) Termination of the appointment.
- 12.04 The Staff Member may appeal a Trustholder's decision under Article 12.03(c) pursuant to the provisions of Article 15.

Termination During Probation

- 12.05 A Trustholder may terminate the probationary appointment of a Staff Member by giving one month's notice, in writing, of such termination. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.
- 12.06 The Staff Member may appeal a Trustholder's decision under Article 12.05 pursuant to the provisions of Article 15.

Article 13: Performance Review

Responsibility for Review of Performance

- 13.01 The performance of a Staff Member shall be reviewed in accordance with this Article (With the exception of those positions covered under Appendix L).
- 13.02 Each Staff Member whose appointment is longer than one year shall submit an annual report to the Trustholder no later than April 1 of the current year. This report will reflect the Staff Member's performance of the position responsibilities as stated in the Position Description outlined in Article 7. The Staff Member may append additional information appropriate under the circumstances.
- 13.03 The Trustholder shall then:
- a) Review the annual report;
 - b) Meet with the Staff Member to discuss the annual report;
 - c) Review performance and submit an increment recommendation to the appropriate Dean or Vice-President; and
 - d) Provide a copy of the performance review to the Staff Member together with materials relied upon in making the decision, including a summary of any confidential information.
- If the Trustholder is on leave, the review may be completed by a designate.
- 13.04 The performance review shall be based on the performance of the position responsibilities as stated in the written Position Description.

Increment Decision

- 13.05 The Trustholder shall recommend one of the following:
- a) A single increment;
 - b) A multiple increment, which may be one and one-half, double, two and one-half, or triple a single increment;
 - c) A one-half increment, which is one-half of a single increment;
 - d) A partial increment, which is an increment that is less than a single increment but not a one-half increment and which will bring the salary of a Staff Member to the salary ceiling of the present salary range for the position;
 - e) A special increment, which is an increment that is greater than a single increment but not a multiple increment, which will bring the salary of a Staff Member to the salary ceiling of the present salary range for the position; or
 - f) No increment.
- 13.06 If a Trustholder recommends that no increment be awarded to a Staff Member, the recommendation shall be identified as meaning one of the following:
- a) That maximum for category has been reached but performance is acceptable notwithstanding;
 - b) That performance requirements for an increment have not been met but performance is acceptable notwithstanding;
 - c) That performance while on authorized leave could not be properly evaluated; or
 - d) That performance is unsatisfactory and unacceptable.

- 13.07 A Staff Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full increment at one of the values referred to in 13.05 on the next following July 1. A Staff Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated increment on the next following July 1, the proportion of a full increment depending on the number of months they will have served by July 1. A Staff Member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an increment on the next following July 1.
- 13.08 By May 30 of each year, the results of the performance reviews shall be forwarded by the Trustholder to the appropriate Dean or Vice-President for increment decision. Prior to June 30, the Dean or Vice-President shall provide a written report to the Provost summarizing the results of the evaluation within the Faculty or Unit for the previous academic year. The report shall list the number of Staff Members evaluated and the increment decisions.
- 13.09 If a Staff Member disagrees with the decision of the Trustholder to award less than a full increment, the Staff Member may appeal the decision pursuant to the provisions of Article 15.

Article 14: Unsatisfactory Performance

First Awarding of No Increment

- 14.01 If the Staff Member has received no increment due to unsatisfactory performance, the Trustholder must consult with Human Resource Services.
- 14.02 A Staff Member who has a renewable term appointment and who receives an assessment of unsatisfactory performance shall be converted to a fixed term appointment.
- 14.03 Within ten (10) days following the awarding of no increment or the decision of an appeal under Article 15 confirming no increment, a meeting will be held with the Trustholder, the Staff Member, Human Resource Services, and a representative of the Association.
- 14.04 The purpose of the meeting shall be to make a plan for improvements that the Staff Member must make to his/her performance in order to reach a level of satisfactory performance the following year.
- 14.05 Quarterly meetings will be held between the Trustholder and the Staff Member to discuss the Staff Member's progress. A report of these meetings will be forwarded by the Trustholder to the Staff Member, Human Resource Services, and the Association.
- 14.06 A renewable term appointment may be re-established in consultation with Human Resource Services, if after the meetings described in 14.03, 14.04 and 14.05 performance is deemed to be satisfactory by the Trustholder.

Second Awarding of No Increment

- 14.07 Should the Staff Member receive no increment due to unsatisfactory performance in the next year, the Trustholder may refer the record of the Staff Member to Human Resource Services with a recommendation that the Staff Member be disciplined for unsatisfactory performance.
- 14.08 The record of the Staff Member shall include copies of all material about a Staff Member including the reports of meetings referred to in 14.04 and 14.05.
- 14.09 The recommendation of the Trustholder shall be filed with Human Resource Services within 20 days of the notification of the awarding of no increment.
- 14.10 At the same time, the Trustholder shall provide to the Staff Member a copy of the materials filed with Human Resource Services.
- 14.11 The Staff Member may submit material to Human Resource Services in response to that submitted under 14.07 and 14.08 within 15 days of receipt of the materials.

- 14.12 Human Resource Services shall offer to meet with the Staff Member within 20 days of the receipt of the recommendation or within 10 days of the receipt of material under 14.09. The Staff Member may be accompanied by an advisor at this meeting.
- 14.13 Following any meeting under 14.12 and any other consultations Human Resource Services chooses to have, the Provost shall, in writing, within 10 days:
- a) Not approve the recommendation of the Trustholder; or
 - b) Penalize the Staff Member as per 16.26 of the Agreement.
- 14.14 Any decision to penalize the Staff Member is subject to the grievance procedure established in Article 27.

Article 15: Appeals

Definitions

- 15.01 In this Article:
- a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal and shall include legal counsel if the Appellant or the Respondent elect to retain legal counsel;
 - b) "Appellant" means the Staff Member who has appealed;
 - c) "Chair" means the Chair of the Academic Trust Appeals Committee; and
 - d) "Respondent" means the Trustholder whose decision is being appealed.

Academic Trust Appeals Committee Membership

- 15.02 Appeals under this Article shall be heard by a committee to be known as Academic Trust Appeals Committee (ATAC), the membership of which shall be:
- a) One person named by the Trustholder;
 - b) One person named by the Staff Member; and
 - c) One person, who shall chair ATAC, named by the Provost and the President of the Association.

Right to Appeal

- 15.03 A Staff Member may appeal the following matters in accordance with the provisions of this Article:
- a) A dispute with regard to reappointment (Article 6);
 - b) A dispute with regard to position responsibilities (Article 7);
 - c) The failure of a Staff Member to be offered an appointment upon the expiry of the probationary appointment (12.03);
 - d) The termination of a Staff Member's appointment during the probationary period (Article 12.05); and
 - e) The awarding of less than a single increment (Article 13 excluding situations described under 13.05 (d)).
- 15.04 If a Staff Member disagrees with a decision of the Trustholder on a matter covered by Article 15.03, the Staff Member may request a review of the decision:
- a) The Staff Member shall notify the Association that they wish to review the decision within ten days of receipt of the written decision from the Trustholder.
 - b) The Association shall notify Human Resource Services and the Trustholder.
 - c) The Association and Human Resource Services shall convene a meeting of the Trustholder, the Staff Member, a representative from the Association and a representative of Human Resource Services to review the decision. This meeting will be convened within ten days of notification being given to Human Resource Services.
 - d) Following the meeting, the Trustholder may confirm the previous decision or alter the decision. The decision of the Trustholder will be provided in writing to all parties (the Staff Member, the Association, Human Resource Services) within ten days of the meeting.

Pre-hearing procedures

- 15.05 Within twenty days of the date the decision under 15.04 (d) which is being appealed is received by the Appellant, the Appellant may commence an appeal; the Appellant shall file with Human Resource Services and with the Respondent a notice of appeal and detailed written statement which shall include:
- a) The basis on which the appeal is lodged, including a statement of the grounds on which the decision is considered to be inappropriate;
 - b) The decision which the Appellant requests ATAC to make; such decision is to be consistent with the powers of ATAC as set out in 15.23;
 - c) A list of those persons whom the Appellant wishes to appear before the ATAC as witnesses;
 - d) The name of any Advisor who will accompany the Appellant at the ATAC hearing; and
 - e) Such other material as the Appellant considers to be relevant that was not submitted in the proceedings leading to the decision recognizing that ATAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to the Trustholder making the decision.
- 15.06 As soon as possible after the receipt of notification to Human Resource Services, the members of ATAC shall be named by the parties.
- 15.07 Within fifteen days of the date the material forwarded under 15.05 is received by the Respondent, the Respondent shall file with Human Resource Services, with a copy to the Appellant, a detailed written statement which shall include:
- a) A statement in reply to the statement and materials submitted by the Appellant under 15.05;
 - b) A copy of all written material relating to the Appellant which was used in reaching the decision being appealed;
 - c) A list of those persons whom the Respondent wishes to appear before ATAC as witnesses;
 - d) The name of any Advisor who will accompany the Respondent at ATAC hearing;
 - e) Such other material as the Respondent considers to be relevant recognizing that ATAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have used it in reaching a decision.
- 15.08 Notwithstanding the time limits set out in 15.05 and 15.07, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the application for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.
- 15.09 The Chair shall determine the time and place for a hearing of the appeal; such hearing is to be held within a reasonable time after all materials have been filed pursuant to 15.05 and 15.07, but no earlier than six weeks after filing of the notice of appeal.
- 15.10 The Chair shall give at least ten days written notice of the hearing to the Appellant and the Respondent.

Hearing Procedures

- 15.11 ATAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted by ATAC, Appellant, Respondent and Advisors and such resource personnel as ATAC determines.
- 15.12 ATAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.
- 15.13 ATAC has the right to request additional material and to call and compel attendance of further witnesses.
- 15.14 ATAC is not bound by rules of evidence or procedures applicable to courts of law.
- 15.15 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.

- 15.16 It shall be the responsibility of the Appellant and Respondent to secure the attendance of the witnesses to be called by each.
- 15.17 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.
- 15.18 Procedural rulings shall be made by the Chair but are the subject to reversal by majority vote of ATAC.

Post-hearing Procedures

- 15.19 The decision of ATAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent, Human Resource Services and the Association within two weeks of the conclusion of the hearing.
- 15.20 The decision of ATAC shall be final and binding.

Jurisdiction of ATAC

- 15.21 ATAC shall:
- a) Allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
 - b) Dismiss the appeal.
- 15.22 If ATAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings it may, nevertheless, dismiss the appeal if it finds the decision to be appropriate.
- 15.23 Where ATAC allows the appeal, it may:
- a) Award a reappointment;
 - b) Confirm position responsibilities;
 - c) Award an appointment upon expiry of the probationary appointment;
 - d) Allow completion of the probationary period; or
 - e) Award an increment which is greater; this shall be one of a half increment, a partial increment or a single increment.

Article 16: Discipline

Written Complaints About Staff Members

- 16.01 Any person may make a written complaint to the Provost about the conduct of a Staff Member, including in the complaint a description of the act or omission complained about.
- 16.02 The Provost may exercise discretion not to authorize an investigation if the complaint is vexatious or frivolous.
- 16.03 Use of this Article is inappropriate where there are other existing dispute resolution mechanisms. In such cases, disputes shall be resolved in accordance with these mechanisms. The Provost shall refer the case to the appropriate mechanism.
- 16.04 [Vacant]
- 16.05 If the written complaint is not received by the Provost within six months of the date the alleged conduct became known or ought reasonably to have been known to the complainant, the matter shall be considered as closed, and cannot be acted on by the Provost. Where circumstances reasonably warrant, the Provost, at his discretion, may waive this clause.

Notification and Preliminary Discussion

- 16.06 On acceptance of a complaint, the Provost shall immediately send a copy of it to the respondent; at the same time, the Provost shall advise the respondent of the availability of advice by the Association and send a copy of the complaint to the Association. In the notice of complaint, the

Provost shall advise the respondent of his or her right to meet directly with the Provost or his designate to discuss the complaint.

- 16.07 The purpose of this meeting is to provide the respondent and the Association the opportunity to make representation to the Provost.
- 16.08 If the Provost decides to dismiss the complaint under Article 16.09 (b), the Provost shall first offer to meet with the complainant and provide to the complainant his reasons for dismissing the complaint.

Duties of the Provost Following Acceptance of the Complaint

- 16.09 The Provost shall, within ten days following receipt of the complaint, make one of the following decisions, and so advise the staff member and complainant, in writing:
- a) To authorize an investigation of the complaint; or
 - b) To dismiss the complaint; or
 - c) To require the complainant and the staff member to follow, within 15 days following acceptance of the complaint, the alternative dispute resolution process of 16.29-16.31 shall be attempted.
- 16.10 If the Provost dismisses the complaint, the matter ends with that decision.
- 16.11 [Vacant]

The Investigation

- 16.12 If the Provost authorizes an investigation of the complaint, the Provost shall within twenty days appoint a person to carry out an investigation to be completed within a reasonable period of time. Persons appointed to carry out investigations shall be selected from a list of investigators agreed to by the parties to this Agreement.
- 16.13 The investigator shall meet with the respondent and the complainant, and shall provide the respondent and complainant the opportunity to make written representations.
- 16.14 The investigator may meet with such person who could provide information relevant to the complaint. The investigator may receive materials submitted, whether at the investigator's request or unsolicited, and shall not be bound only by the original letter of complaint.
- 16.15 If the complainant or the respondent resides outside the Edmonton area, the investigator may make electronic/telecommunication arrangements with that person, or persons, to obtain a reasonably complete account of all particulars relevant and in response to the complaint.
- 16.16 The investigator may offer the respondent and the complainant an opportunity to meet together, with the investigator, to clarify information.
- 16.17 In any meetings between the investigator and the respondent or the complainant, those parties may be accompanied by an advisor and, in such a case, the party shall inform the investigator of the name of the advisor not later than one day before the meeting.
- 16.18 Upon completion of the investigation, the investigator shall submit a written report to the Provost, with a copy to the respondent and the complainant.

Response to the Investigation Report

- 16.19 The respondent and the complainant may each submit a written response to the investigation report to the Provost within ten days of receipt of that report; the Provost shall send a copy of such response to the other party within ten days of receipt.
- 16.20 Within ten days, the respondent and the complainant may submit written rebuttals to the responses made under 16.19. These rebuttal statements shall be the last submissions under the complaint, unless the Provost requests further submissions.

Meeting to Discuss the Report and Responses

- 16.21 Before making a decision, the Provost shall offer to meet with the respondent and the complainant. The Provost may contact other persons if (s)he believes such contacts will be of assistance.
- 16.22 The Provost may require further investigation. If a supplementary report is submitted, a copy will be sent to the respondent and the complainant. The procedures of 16.19, 16.20, and 16.21 (responses, rebuttals and meetings) shall then apply.
- 16.23 At any meeting between the Provost and the respondent or the complainant, each party may be accompanied by an adviser. Each party shall inform the other who the advisor will be at least one day before the meeting.

Extension of Deadlines

- 16.24 The Provost may extend any deadlines under this Article, advising the parties, in writing.

Decision of the Provost

- 16.25 The Provost shall, in writing:
- a) Dismiss the complaint; or
 - b) Penalize the respondent in accordance with 16.26 stating the effective date on which the penalty is imposed. Such decision shall be final and binding, subject to arbitration under 16.34.
- 16.26 The penalty may include one or more of the following:
- a) A letter of reprimand;
 - b) A fine;
 - c) A reduction in salary;
 - d) Suspension with or without pay;
 - e) Dismissal; or
 - f) Other appropriate penalty.
- 16.27 The Provost shall advise the Staff Member of the decision, in writing, and shall inform the complainant, the Department Chair, the Dean, and the Association of the decision.

Effect of Procedures in Alternative Forums

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

Alternative dispute resolution

- 16.29 If the Provost decides that the written complaint shows a breakdown in interpersonal relations, the Provost shall recommend that the parties concerned participate in alternative dispute resolution procedures, such as mediation.
- 16.30 If such alternative dispute resolution procedure is successful, the parties shall notify the Provost, in writing, and no further action on the complaint shall be taken. If such procedure is not successful, the Provost shall be so advised by the mediator. In such a case the matter shall revert to 16.09.
- 16.31 Proceedings under such a dispute resolution process are confidential and cannot, subject to 16.39 be used in any other proceedings.

Communications

- 16.32 All communications under this Article shall be marked as confidential and sent to the respondent:
- a) By courier, his or her last known residential address as registered with Human Resources, and

- b) By delivery to the respondent's departmental address. All such communication shall be marked "confidential."

Staff Member's Request for Arbitration Reference

16.33 [Vacant]

Association's Options

- 16.34 On receipt of a request by a respondent to refer a matter to arbitration, the Association may:
- a) Take no action on the matter; or
 - b) Refer to arbitration the decision or the penalty, or both.
- 16.35 Within thirty days of receiving a request by the respondent to do so, the Association shall inform the Provost by written notice whether or not it wishes to refer the decision, the penalty or both to arbitration.
- 16.36 Article 29 applies to a matter referred to arbitration under this Article.

Effective Date of Penalty

- 16.37 The effective date of the penalty shall be determined by the Provost, unless the Association has decided to submit the matter to arbitration under Article 16.38.
- 16.38 If the Association has decided to submit the matter to arbitration, the effective date shall be as determined by the Arbitrator unless the Provost imposes an earlier date, which the Provost is empowered to do:
- a) In cases involving suspension or dismissal, where health, safety or welfare of the University campus community is involved or the actions under review involve an immediate threat to the functioning of the University; or
 - b) In cases alleging abandonment of employment.

Publicity Resulting from Discipline Case

- 16.39 Proceedings under this article shall be restricted and private to persons involved. When discipline is imposed, publicity shall be restricted to those persons who have a need to know about the case (including the Department Chair and the Dean). When discipline is not imposed, publicity shall be restricted to that which is necessary to correct information which may have become known. When a resolution is reached in accordance with the procedures of 16.29 to 16.31 both parties must agree before any publicity that refers to information provided in the process can be authorized. Prior to releasing any information beyond administrative officers of the University, the Provost shall consult with the President of the Association. In cases where discipline is not imposed, the Provost shall also consult with the respondent.

Article 17: Resignation

- 17.01 A Staff Member intending to resign shall submit a formal letter of resignation to the Trustholder with at least two weeks' notice before the effective date of resignation.
- 17.02 The Appointing Officer shall accept the resignation on behalf of the University and notify Human Resource Services.
- 17.03 A Staff Member shall receive, on resignation, a payment in lieu of vacation time not taken, but such amount shall not exceed vacation entitlement earned in a one-year period. The amount shall be based on the salary rate in effect at the date of the resignation.

Article 18: [Vacant]

Article 19: Collective Bargaining

Time Lines

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

Notice to Commence Collective Bargaining

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

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

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

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

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

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

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

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

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

19.07 Any changes with respect to the persons specified in 19.03 or 19.04 shall forthwith be communicated in writing to the other party to the collective bargaining process.

Commencement of Negotiations

19.08 By February 1st following the written notice in accordance with 19.04, the parties shall meet for the purpose of exchanging collective bargaining proposals. Proposals shall include a complete list of the items that each party wishes to negotiate and set forth each party's position on the items within their respective proposals.

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

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

Settlement and Ratification

19.11 Where a settlement has been reached, the parties shall refer it to the Board and to the Association for ratification.

- 19.12 If an Agreement is reached but not ratified by one or both parties, collective bargaining shall resume in an effort to achieve a settlement of unresolved bargaining issues. In such case the parties shall continue to bargain collectively in good faith and make every reasonable effort to enter into an Agreement.
- 19.13 The parties may mutually agree to a binding settlement of unresolved bargaining issues by referral to a binding interest arbitration board.

Effect of the Collective Agreement

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

Article 20: Salaries and Benefits

Salaries

- 20.01 The salary schedule, negotiated in accordance with Article 19, shall be in accordance with the Salary Levels and Ranges attached in Appendix E.
- 20.02 Salaries shall be paid monthly in arrears.

Statutory Benefits

- 20.03 In accordance with federal and provincial statutes, the Board provides statutory benefits, including:
- a) Canada Pension Plan;
 - b) Employment Insurance; and
 - c) Workers' Compensation.
- 20.04 If required by law, contributions from Staff Members to statutory benefits shall be deducted from salary.

Vacation

- 20.05 Each full-time Staff Member whose term of appointment is for twelve months or longer shall be entitled to an annual vacation of twenty-two days.
- 20.06 Each part-time Staff Member whose term of appointment is for twelve months or longer shall be entitled to a pro-rated annual vacation.
- 20.07 Each Staff Member whose appointment is for less than twelve months shall receive pay in lieu of vacation equal to 4 percent of salary payable.
- 20.08 The time of vacation shall be approved by the Trustholder. Disputes concerning vacation time shall be referred to the Appointing Officer and the decision of the Appointing Officer shall be final and binding.
- 20.09 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.

- 20.10 No vacation shall be earned during:
- a) Leave without pay;
 - b) Disability leave; or
 - c) That portion of the leave with partial pay for which no salary is paid.
- 20.11 Salary in lieu of vacation shall not be paid to Staff Members except as indicated in 20.07 or in the event that a Staff Member resigns, retires or is transferred to a new position.
- 20.12 Unused vacation time may not be carried forward from year to year without the advance written consent of the Appointing Officer.

Pension

- 20.13 A Staff Member, who was appointed to the staff on or after July 1, 2001 and whose appointment is for one year or longer, is required to participate in the Universities Academic Pension Plan (UAPP) on appointment.

Benefits

- 20.15 Benefit programs, as negotiated from time to time in accordance with Article 19, shall be administered in accordance with the advice and decisions of the Academic Benefits Management Committee. The Benefit Programs shall be described in a Benefits Guide, approved by the Academic Benefits Management Committee, and made available to each Staff Member. In the case of insured benefit programs, details of such are subject to the contracts between the Board and the carrier; however, the Association shall be consulted on such contracts and changes thereto and on changes of carriers. A copy of all insurance contracts and benefit policies shall be provided to the Association.
- 20.16 A Staff Member whose appointment is for 8 months or longer and who is full-time, shall participate in the benefit plans set out in Appendix H, in accordance with eligibility restrictions stated therein. These benefits are Alberta Health Care Insurance, Supplementary Health Care, Employee & Family Assistance Program (EFAP), Remission of Tuition Fees, Life Insurance, Dental Care, and Long Term Disability Insurance.
- 20.17 A Staff Member whose appointment is either 1) part-time or 2) full-time and less than 8 months in duration is currently not eligible for the benefit programs.
- 20.18 Notwithstanding 20.17 above, if a Staff Member has concurrent, multiple part-time academic research/trust appointments which together constitute a full-time equivalent, the Staff Member may be eligible for benefits. It is incumbent upon the Staff Member to inform his/her home department of any academic employment that would affect the Staff Member's eligibility for benefits, the cost for which would be pro-rated across departments.
- 20.19 In lieu of the benefit programs, the Trustholder shall pay to a Staff Member whose appointment is part-time or is for less than 8 months in duration, an amount equal to 3% of salary.

Eligibility

- 20.20 A Staff Member who has reached the age of 65 but has not yet retired subject to the provision of Article 18 shall not be eligible for Disability Benefits. Staff Members who have reached the age of 65 shall be required to coordinate all other benefits with benefits provided by governments.
- 20.21 A Staff Member who has been granted leave with full pay or childbirth leave shall remain eligible for full participation in the benefit programs under this Article.
- 20.22 A Staff Member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under the University's Supplementary Health Care. Such a Staff Member shall participate in the University of Alberta Health Insurance Plan as set out in Appendix H in accordance with eligibility restrictions stated therein.

Article 21: Death in Service

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

Article 22: Special Travel

- 22.01 Where circumstances permit, a Trustholder may offer a Travel Allowance to a Staff Member to complete the requirements for the degree of Ph.D. or its equivalent. This provision is for short periods only. The Staff Member is required to make necessary arrangements with the Trustholder with regard to the period the Staff Member must be away from the campus.
- 22.02 The Staff Member shall sign an Agreement undertaking to remain in the service of the University for six months following receipt of the travel allowance. The amount to be repaid in default of other arrangements may be deducted from the Staff Member's salary entitlement.

Article 23: Medical Leave

- 23.01 In this Article:
- a) "medical leave" includes leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the Staff Member from performing the duties the Staff Member was performing immediately prior to the commencement of the sickness or injury; and
 - b) "medical certificate" means a certificate verifying the medical condition signed by a qualified physician.
- 23.02 In this Article, 23.04 to 23.09 apply to Staff Members on full-time contracts for 12 months or longer and 23.10 to 23.14 apply to staff on part-time appointments or full-time appointments for fewer than 12 months.
- 23.03 Notwithstanding the following, a Staff Member's entitlement to medical leave shall not extend beyond the end date of the Staff Member's contract of appointment.

Staff Members on Full-time Appointments for 12 Months or Longer

- 23.04 Medical leave for fewer than 20 days is a departmental matter. The Staff Member shall inform the Trustholder of the medical leave and provide an estimate of its duration. The Trustholder may require the Staff Member to provide a medical certificate.
- 23.05 If a Staff Member has been on medical leave and absent from duties for 20 days, or if the Staff Member expects that the medical leave will result in an absence of more than twenty days, a medical certificate shall be filed with the Trustholder. The medical certificate shall specify the nature of the leave and provide an estimate of the duration of the absence.
- 23.06 The Trustholder shall provide a copy of the medical certificate to the Appointing Officer. The Appointing Officer provides a copy of the medical certificate to Human Resource Services. Subject to 23.15, Human Resource Services shall formally advise the Staff Member that (s)he is on medical leave, with the effective date of the leave to be the date the Staff Member was first absent from duties as a result of the illness or injury.

- 23.07 During medical leave, the Staff Member shall remain on full pay and benefits.
- 23.08 A Staff Member is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least 26 consecutive weeks of service following a previously authorized medical leave for the same sickness or injury.
- 23.09 If the medical leave is expected to exceed 26 weeks, in aggregate, the Staff Member shall apply for disability benefits pursuant to 20.16. If the Staff Member's application is approved, the Staff Member shall be placed on disability leave. If the application is not approved, the Staff Member shall return to regular responsibilities.

Staff on Part-time Appointments or Full-time Appointments for Fewer than 12 Months

- 23.10 Short term medical leave for fewer than 10 days is a departmental matter. The Staff Member shall inform the Trustholder of the medical leave and provide an estimate of its duration. The Trustholder may require the Staff Member to provide a medical certificate.
- 23.11 If a Staff Member has been on medical leave and absent from duties for 10 days, or if the Staff Member expects that the medical leave will result in an absence of more than 10 days, a medical certificate shall be filed with the Trustholder and the Staff Member shall apply for benefits in accordance with the provisions of the Employment Insurance Act. The Staff Member shall be placed on medical leave without pay.
- 23.12 The Trustholder shall provide a copy of the medical certificate to the Appointing Officer. The Appointing Officer provides a copy of the medical certificate to Human Resource Services. Subject to 23.15 Human Resource Services shall formally advise the Staff Member that (s)he is on medical leave, with the effective date of the leave to be the date the Staff Member was first absent from duties as a result of the illness or injury.
- 23.13 The period of leave on full pay and benefits is limited to a maximum of 10 days.

Recurrent Illnesses

- 23.14 A Staff Member on a full-time appointment is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least 26 weeks of service following a previously authorized medical leave for the same sickness or injury.

Independent Medical Examinations

- 23.15 If there is doubt about the medical capability of the Staff Member to perform the regular University responsibilities, the Staff Member or the Trustholder may recommend to Human Resource Services that the Staff Member be examined by a qualified physician. After consultation with the Association, Human Resource Services may require that the Staff Member be examined by a qualified physician selected by Human Resource Services.
- 23.16 Following examination of the Staff Member, the qualified physician shall submit a report to Human Resource Services on the medical condition of the Staff Member, including a statement as to whether or not the Staff Member is medically capable of performing the responsibilities of a Staff Member and, if not, an estimate of when the Staff Member would be able to resume those responsibilities.
- 23.17 If a medical examination is required under 23.15, the Staff Member shall authorize the release of any medical records to the qualified physician selected from any previous medical examinations should the physician so request. The Staff Member shall also authorize the examining physician to release the medical report referred to in 23.16.
- 23.18 Upon receipt of the report of the qualified physician, Human Resource Services shall take appropriate action including, but not restricted to, the following:
- a) placing the Staff Member on medical leave;
 - b) requiring the Staff Member to continue on medical leave;
 - c) requiring the Staff Member to perform regular University responsibilities;

- d) requiring the Staff Member to apply for disability benefits;
- e) requiring the Staff Member to participate in any treatment program prescribed by the qualified physician.

Article 24: "Other" Leaves

Childbirth Leave

- 24.01 For the purposes of 24.01 to 24.10, "EI" shall mean Employment Insurance or Employment and Social Development Canada – Employment Insurance.
- 24.02 Notwithstanding the following, a Staff Member's entitlement to childbirth leave shall not extend beyond the end date of the Staff Member's contract of appointment.

Purpose

- 24.03 The purpose of childbirth leave is to provide a female Staff Member with leave for the purpose of bearing a child.

Length of Leave

- 24.04 A female Staff Member shall be entitled to childbirth leave of up to 15 weeks in accordance with the provisions of this Article.

Application

- 24.05 A female Staff Member who intends to apply for childbirth leave shall inform her Trustholder in writing as soon as possible. The Trustholder shall so advise the Appointing Officer. The Trustholder shall advise Human Resource Services which shall formally advise the Staff Member that she has been granted childbirth leave and the terms thereof.
- 24.06 A Staff Member who wishes childbirth leave shall formally apply for EI Maternity Benefits on or about the last day of active work and shall present to the University the decision of EI and the terms thereof as soon as that decision has been reached.
- 24.07 If EI does not approve the application under 24.06, childbirth leave shall not be granted with Top Up Benefits.

Top Up Benefits Payments

- 24.08 The Top Up Benefits payments to a Staff Member who has been granted childbirth leave shall be as follows:
- a) If EI has determined that there shall be a two-week waiting period before EI Maternity Benefits begin, the Staff Member's Top Up payments during the two-week period shall be 95% of regular salary (less deductions). For the balance of the period of childbirth leave (up to 13 weeks), the Staff Member's Top Up payments shall consist of EI Maternity Benefits plus Top Up payments with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
 - b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the Staff Member's benefits payments (up to 15 weeks) shall consist of EI Maternity Benefits plus Top Up payments with such Top Up payments to be sufficient to bring total benefits payments to 95% of regular salary.
 - c) Full coverage under the benefits listed in 20.16.
- 24.09 A Staff Member who is in receipt of EI Maternity Benefits under 24.08 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under 24.08.
- 24.10 Notwithstanding the provisions of 24.04, where a Staff Member whose physician certifies that, for medical reasons, the Staff Member should be absent from University duties for more than the 15 weeks provided under Childbirth Leave, an extension of that leave shall be permitted if EI approves an application by the Staff Member for such an extension. Should this occur, the Staff

Member shall receive additional EI Maternity Benefits and payments under the Top Up Benefits plan shall continue under 24.08 until the expiry of EI Maternity Benefits.

Other Leaves

- 24.11 The Provost may grant leave with pay, with partial pay, or without pay to Staff Members for prescribed periods and purposes.
- 24.12 The Provost may approve secondment of Staff Members to other employers or agencies.
- 24.13 A Staff Member may apply for such leave or for secondment to the Provost who shall:
 - a) obtain and consider the recommendations of the Appointing Officer and the Trustholder; and
 - b) determine whether or not to approve the application. The decision of the Provost shall be final and binding.

Article 25: General Liability Insurance

- 25.01 The University shall have in place a General Liability Insurance Policy that shall include professional liability coverage for Staff Members engaged in their professional responsibilities to the University. The University shall deliver a copy of the policy to the Association.
- 25.02 The Association shall have in place a General Insurance Policy. The Association shall deliver a copy of the policy to the University.
- 25.03 Both the University and the Association shall hold such policies, as delivered to them, confidential.
- 25.04 Notwithstanding the requirement to hold the policies confidential, the parties shall provide Staff Members with the nature of the coverage.

Article 26: Indebtedness to the University

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

Article 27: Grievance

- 27.01 A grievance is an allegation that there has been a violation or improper application of the terms of this Agreement.
- 27.02 Disputes for which there are specific dispute resolution mechanisms provided in this Agreement shall not be resolved by the procedures under this Article.
- 27.03 A grievance may be initiated by the Association a) at its own behest, b) on behalf of a Staff Member, or c) on behalf of a group of Staff Members.
- 27.04 The grievance process shall be initiated by the Association within 6 months of the date on which the violation or improper application is alleged to have occurred.

27.05 The grievance process is as follows:

- 27.05.1 Before submitting a formal grievance, the Association shall attempt to resolve the matter by meeting with the Trustholder.
- a) Trustholder shall consider the matter and within 15 days of any meeting under 27.05.1 shall submit a written report to the Association.
 - b) If the Association accepts any proposal for resolution in the report under 27.05.1 (a), the matter ends; if not, the matter shall proceed under 27.05.2.
- 27.05.2 If the matter is not resolved under 27.05.1, the Association may, within 15 days of receipt of the report under 27.05.1(a) submit a formal grievance to the Dean or to the Vice-President to whom the Trustholder reports.
- a) The formal grievance shall have the following components:
 - i. It shall be in writing and refer to the provision in the Agreement which is alleged to have been violated or improperly applied;
 - ii. It shall summarize the evidence generating the matter; and
 - iii. It shall state the relief or remedy sought.
 - b) The Dean or Vice-President shall investigate the formal grievance and, within 15 days of receipt of the formal grievance, shall submit a written report, including a recommendation for resolution, to the Association.
 - c) If the Association accepts the recommendation under 27.05.2 (b), the matter ends; if not, the matter shall proceed under 27.05.3 or 27.05.4.
- 27.05.3 If the Association does not accept the recommendation of a Dean or Vice-President under 27.05.2(b), it may refer the matter to the Provost, provided such referral is within 15 days of the receipt of the report under 27.05.2 (b).
- a) The Association and the Provost shall meet within 10 days of referral under 27.05.3 to attempt to resolve the matter.
 - b) If no resolution is made under 27.05.3(a), either the Association or the Provost may, within 30 days of agreeing to disagree, refer the matter to Arbitration under Article 29.

27.06 All dates and times in this Article may be varied by the mutual consent of the parties.

27.07 Failure of either party to act within the time periods required by this Article, or as altered by 24.06, may, within 5 days of such failure, be drawn to the attention of the party failing to act. If the Association does not respond within 10 days, the failure to act shall indicate acceptance of any proposed resolution. If an administrator/Vice-President does not respond, the Association may proceed to arbitration under Article 29.

Article 28: Interpretations

- 28.01 Either the Association or the Board may refer questions of interpretation of this Agreement, in writing, to ARC.
- 28.02 ARC shall meet within 30 days to consider the issue referred for interpretation.
- 28.03 If ARC reaches an agreement on a resolution, its interpretation shall govern this Agreement. An interpretation shall be communicated in writing to the Board and the Association.
- 28.04 If ARC is unable to agree, the Board or the Association may refer the question for arbitration, in accordance with Article 29.

Article 29: Arbitration

Scope and authority

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

Appointment of arbitrator

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

Authority of the arbitrator

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

Decisions of the arbitrator

- 29.07 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding.
- 29.08 Where a matter is heard by an arbitration board, the decision of the majority shall be the decision of the arbitration board; if no majority exists, the decision of the person chairing the board shall be the decision of the board.

Voluntary Binding Interest Arbitration arising from Article 19

- 29.09 The Board and the Association may agree in writing to refer unresolved collective bargaining issues to a three-member binding arbitration board.
- 29.10 a) The binding arbitration board shall establish its own rules of procedure.
b) The award of the binding arbitration board is binding on the parties and on the members of the Association and shall be included in the terms of the Agreement.

Timing of Arbitration

- 29.11 As soon as the arbitrator has been appointed, the arbitrator shall proceed to appoint a time and place for hearing the matter.
- 29.12 The arbitrator shall attempt to complete the hearing within thirty days of appointment, but shall give the parties not less than ten days' notice of the time and place of the hearing.
- 29.13 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.

Procedures of Arbitration

- 29.14 Except as required by this Agreement, the arbitrator shall determine procedures for the arbitration.
- 29.15 The hearings before the arbitrator shall be in private.
- 29.16 The onus in cases of discipline shall be upon the representatives of the Board to establish, on the balance of probabilities, that the decision reached was appropriate under the circumstances.

- 29.17 An arbitrator may require that, prior to the hearing, the parties submit written statements of the facts supporting their position, the points at issue, and the relief sought.
- 29.18 Subject to the arbitrator's discretion in ruling on the admissibility and relevance of evidence, the parties may submit, with their statements, the documents they consider relevant or may refer to the documents or the evidence they intend to submit.
- 29.19 The parties may amend or supplement their statement during arbitration but the arbitrator may not accept such material:
- a) If it is the opinion of the arbitrator that, with the exercise of reasonable diligence, the party seeking to amend or supplement their statement could have presented it to the arbitrator at an earlier time or
 - b) If acceptance of the material would unduly prejudice the other party.
- 29.20 The parties may present their cases orally with the permission of the arbitrator.
- 29.21 The arbitrator is not bound by the laws of evidence and the procedures of court nor is the arbitrator required to have witnesses sworn and, so as not to restrict the generality of the foregoing, the arbitrator may, in the arbitrator's discretion and after the arbitrator is satisfied that it is not reasonably practical to have the witness give evidence in person, accept as evidence a statutory declaration from that witness.
- 29.22 The arbitrator shall have the right to call witnesses and procure materials in addition to the witnesses called or the materials submitted by the parties.

Costs of Arbitration

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

Enforcement of Award

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

Article 30: [Vacant]

Article 31: [Vacant]

Article 32: Lay-Off

Definitions

- 32.01 For the purpose of this Article, a lay-off (i.e. termination of employment prior to the end date of the appointment) may result if:
- a) The position is no longer required; or
 - b) The responsibilities of the position, or the qualifications required, have changed sufficiently that the Staff Member no longer has the qualifications required to carry out the responsibilities; or
 - c) There has been an adverse material change in the level of funding.

Procedures

- 32.02 A recommendation that a Staff Member be laid-off shall be made by the Trustholder who shall provide a copy of the recommendation statement to the Staff Member, to Human Resource Services and to the Association and who shall offer to meet with the Staff Member to discuss the recommendation. Both the Staff Member and the Trustholder may be accompanied by an advisor at such a meeting. The Trustholder shall then forward the recommendation to the Appointing

Officer unless, as a result of the meeting with the Staff Member, the Trustholder decides not to proceed with the recommendation.

- 32.03 Upon receipt of a recommendation under 32.02, Human Resource Services shall consult with the Association and shall offer to meet with a representative of the Association to consider the recommendation.
- 32.04 Human Resource Services shall offer to meet with the Staff Member, the Trustholder and a representative of the Association and explore with them the options of:
- a) Reassignment
 - b) Laying off of the Staff Member.
- 32.05 Upon completion of the consultation, meetings and exploration of options, Human Resource Services and the Trustholder shall meet and shall make one of the following decisions:
- a) To reject the recommendation for lay-off and confirm the Staff Member in the Staff Member's present position; or
 - b) To transfer the Staff Member to another position at the University; or
 - c) To lay off the Staff Member
- 32.06 The Appointing Officer shall inform the Staff Member of the decision in writing with copies to the Association and Human Resource Services.
- 32.07 Layoff under this article shall not be considered nor presented as dismissal for cause.

Notice and Pay-in-lieu of Notice

- 32.08 A full-time Staff Member with a Fixed Term Appointment laid-off during the term of their Appointment (i.e.: not at the normal end date) will receive at least one month's formal notice of layoff and will be entitled to pay-in-lieu of notice in the amount of two months' salary.
- A full-time Staff Member with a Renewable Term Appointment who will be laid-off will receive three months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of nine months' salary.
- A full-time Staff Member with multiple Fixed Term Appointments which cumulatively exceed six continuous years with no breaks in service and who will be laid-off during the term of their Appointment (i.e. not at the normal end date) will receive three months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of nine months' salary.
- 32.09 Part-time Staff Members who are laid-off will be dealt with fairly on a case by case basis.
- 32.10 During the notice period, the Staff Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of these options; after discussion with the Staff Member, the Trustholder shall decide which of these options shall apply.
- 32.11 Pay-in-lieu of notice shall normally be paid in a lump sum.
- 32.12 If a Staff Member, subsequent to receipt of a lump sum pay-in-lieu of notice, is re-employed elsewhere at the University within his /her notice or pay-in-lieu of notice period, the Staff Member will be required to repay the portion of the pay-in-lieu of notice received for the overlapping months (e.g. a Staff Member receives nine months' pay-in-lieu of notice and after three months is re-employed with the University. The Staff Member will be required to repay six months of the original pay-in-lieu of notice).
- 32.13 The University shall provide employment counselling services to laid-off Staff Members through the University's Employee and Family Assistance program during the notice period.

Recall

- 32.14 Should a position from which a Staff Member has been laid-off be reinstated or a position with substantially the same duties as that position be established in the same unit within twelve months of the date on which the previous incumbent was laid-off, the department shall contact the Staff Member regarding the position. It is the Staff Member's responsibility to ensure they keep the department up-to-date with contact information.

Signatures

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



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

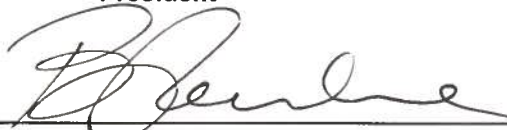


Witness

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



**Heather Bruce,
President**



Witness

DATED:

July 19, 2017

July 1, 2017

Appendix A: Board Resolution of Recognition

At its meeting on June 15, 2001, the Board Human Resources and Compensation Committee approved the following:

THAT, in accordance with the provisions of Section 17(1) (d.1) of the Universities Act, the Board of Governors designates the following trust/research funded employees as academic staff:

1. Those full-time or part-time employees whose duties are to teach, or to perform managerial/professional duties similar to those carried out by Administrative Professional Officers (APOs), Librarians or Faculty Service Officers, or to carry out high-level complex, research projects either as the primary or a co-investigator (Research Associate).
2. The source of funding for the employment under category 1, above, shall be research grant/contract funds, and is understood to exclude employment where the source of funding is the regular University operating budget/accounts or funds controlled/generated by the University.
3. Notwithstanding the generality of the foregoing, the following persons shall not be included in categories 1 and 2 above:
 - a) Persons who report directly to the President or to the Vice-President;
 - b) Persons who carry out teaching, managerial/professional or research responsibilities under the terms of either the NASA or GSA collective agreements;
 - c) Persons for whom the University serves as the paymaster only and whose terms and conditions of employment are defined by another employer;
 - d) Persons who carry out teaching duties in non-credit courses;
 - e) Persons who do not receive remuneration for the services performed.

Appendix B: Letter of Appointment

[Office Name]

[Name]
[Address]

[Date]

Dear [Name]:

I am pleased to offer you a formal appointment to the trust/research academic staff of the University of Alberta in accordance with the terms set forth below. Your employment will be governed by the Collective Agreement for Trust/Research Academic Staff, a copy of which can be found at www.hrs.ualberta.ca/MyEmployment/Agreements.aspx. The Agreement may be amended in accordance with its terms and such amendments are binding upon you. As a trust/research academic staff member, it is understood that employment for the period listed below is conditional upon the availability of research and/or external funding.

The specific terms of the appointment offer are:

- (a) Working Title:
- (b) Department:
- (c) Faculty:
- (d) Period of appointment:
- (e) Probationary Period:
- (f) Appointment type: [fixed/renewable - refer to tip sheet]
- (g) Full-time/Part-time: FTE
- (h) Salary: \$ per annum
- (i) Salary Level/Range: [refer to position evaluation]
- (j) Job Family (check one and attach position description and evaluation):
 - ☐ Teaching/Research Academic
 - ☐ Research Academic (indicate position title: ☐ Trust Professional, ☐ Research Associate, or ☐ Other:)
 - ☐ Trust Administrator
 - ☐ Library/Information Professional
- (k) Special conditions (specify):

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof. In anticipation of the receipt of your acceptance may I take this opportunity to welcome you to the University and to wish you success in your position.

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

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

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

Yours sincerely,

[Name of Trustholder/Director]
[Department/Institute]

[Chair/Dean]
[Dept/Faculty]

Received by University

ACCEPTANCE

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

Dated at _____
(city)

This _____ day of _____,
(day) (month) (year)

Signature

Appendix C: Position Description

Faculty/Portfolio	Academic Unit	
Title (e.g. Research Associate, Research Scientist, Trust Professional, Project Manager, Director, Biostatistician)		
Job Family (check one)		
☐ Research Academic ☐ Trust Administrator ☐ Library/Information Professional		
Date Completed	Name of Incumbent (if known)	
POSITION SUMMARY		
Describe the major roles and responsibilities of the position		
KNOWLEDGE, SKILLS AND ABILITIES		
Describe the minimum level of education, experience and skills required for the position		
SCOPE (check one) – determines salary range A, B, or C		
☐ Development Level – position does not require the full level of related experience, knowledge, skills and abilities typically associated with this level of work (as described by the appropriate benchmark).		
☐ Working Level – position requires a typical level of relevant experience in the area for this level of work. The work requires a level of knowledge, skills and competencies commensurate with the duties described above and the appropriate benchmark.		
☐ Senior Level – position requires an expert in the field with experience, skills, knowledge and competencies beyond those typically required by the level of work described by the appropriate benchmark.		
ORGANIZATIONAL CHART (attach or describe below)		
The signatures below indicate that all signers have read and discussed the information in this position description.		
_____ Name of Incumbent (if known)	_____ Signature	_____ Date
_____ Name of Trustholder	_____ Signature	_____ Date
_____ Name of Chair, Dean or Vice-President	_____ Signature	_____ Date

Appendix D: Scope of the Agreement

The source of funding under a trust academic job family shall be University restricted funds (e.g. grants, fellowships, directed funding, contingent funding, endowments) and which fall into one of the following academic job families under this appendix and Article 6.02:

- **Teaching and Research Academic Family:** A Teaching and Research Academic is a full-time or part-time Staff Member who teaches or performs other related activities and/or clinical related duties and externally funded independent research or some combination of these duties. A Teaching and Research Academic will normally hold a doctoral degree or have equivalent qualifications and experience.
- **Research Academic Family:** A Research Academic is a full-time or part-time Staff Member whose duties are to carry out or support high-level, complex, research projects in collaboration with faculty members and other researchers. Duties may include research design, methodology determination, analysis and/or other activities that facilitate the work of the trust unit. Duties may include all phases of data collection and analysis (e.g. clinical trials, test and questionnaire design) and could include such activities as the preparation of proposals for new research activities, the presentation of research findings and/or the preparation of reports and papers. A "Research Scientist" or a "Research Associate" will normally hold a doctoral degree or have equivalent qualifications and experience. A "Trust Professional" shall normally hold a Master's or professional level degree in a required discipline and hold positions such as speech language pathologist, kindergarten teacher, engineer, and statistician.
- **Trust Administrator Family:** A Trust Administrator is a full-time or part-time Staff Member whose duties are to provide leadership, strategic advice and direction; and is accountable for planning, negotiating, problem solving, risk assessment and prevention, and operational oversight of resources. These positions may include some research responsibilities. Staff Members, in this job family, hold positions which range from Project Manager to trust unit Director. A Trust Administrator shall normally require an academic degree or professional designation.
- **Library/Information Professional Family:** A Library/Information Professional is a full-time or part-time Staff Member who has a degree from an accredited graduate program in library and/or information studies, or an equivalent program, and holds a position outside of the Librarians' Agreement. These positions will meet the minimum qualifications required for a Librarian position within the University of Alberta Library system.

Notwithstanding the generality of the foregoing, the following persons shall not be included in the job families stated above

- a. persons who report directly to the President or to a Vice-President;
- b. persons who carry out similar responsibilities but are covered by another University of Alberta agreement;
- c. persons who carry out teaching duties in non-credit courses;
- d. part-time persons who are practising physicians, dentists or lawyers;
- e. persons receiving living allowances;
- f. persons designated as interns, fellows, trainees or visitors;
- g. persons who have paymaster arrangements with the University;
- h. persons who do not receive University remuneration for the services performed; and
- i. persons whose part-time responsibilities to the University are fourteen hours per week or less and/or whose employment is for less than four months.

Appendix E: Trust/Research Academic Salary Levels and Ranges

The salary scale is located on the Human Resource Services website at
<http://www.hrs.ualberta.ca/PayandTaxInfo/SalaryScales.aspx>

Appendix F: Copyright Regulations (2016)

1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;then the University owns copyright in the Work.
- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, including an agreement under Article 7.02.2 of the Agreement, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.
- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.
- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2. University Licence

General Principles

- 2.1 Subject to 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the

third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.

- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.02.1 and 7.03.1 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

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

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
 - (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

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

Appendix G: Patent Policy

Overview

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

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

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

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

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

Purpose

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

POLICY

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

1. Application

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

2. PIP Created at the University

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

3. Ownership

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

4. Timely Disclosure and Availability

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

5. Commercialization

- a) Decisions regarding Commercialization of PIP shall be made with the consent of all its Inventors and the University. If any Inventor or the University does not consent, that decision shall be made through arbitration, with due regard to any ethical, moral, or religious objections of any Inventor and the University.
- b) The party that undertakes Commercialization, either the University or the Inventor, has a fiduciary obligation to all the interested parties.

6. Commercialization by the University

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

7. Commercialization by the Inventor

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

8. Priority of Funds to Secure Legal Protection

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

9. Division of Net Revenue

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

10. Variation

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

11. Education and Research Use

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

12. Policy Review

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

13. Application of Conflicts and Ethics Policy

- a) Conflicts of interest will be managed when they cannot be avoided. The University Conflict of Interest/Commitment Policy will govern management of conflicts.

- b) Questions with respect to ethical issues will be resolved by reference to the Ethics Review process of the University.

14. Delegation

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

15. Non-Compliance

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

16. Arbitration

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

DEFINITIONS

Any definitions listed in the following table apply to this document only with no implied or intended institution-wide use.

Commercialization	Means the transfer or the commercialization or any combination of transfer and commercialization undertaken by a person with respect to PIP.
Patentable Intellectual Property	Includes patents; patentable ideas, including but not limited to plant cultivars, germ plasm, and computer software that is capable of being legally protected by patent, whether in Canada or elsewhere. This Policy does not apply to copyrights on work published or unpublished.
Inventor	Means the creator or creators of Patentable Intellectual Property.
Net Revenue	Means all consideration received by the Inventor or the University from third parties, from the sale or licensing of PIP, less the out-of-pocket costs paid by that party for obtaining the patent and granting, performing and enforcing any assignment or licensing of PIP. Any consideration not received in cash shall be valued by agreement between the University and the Inventor, failing which the value shall be determined by arbitration.

Appendix H: Benefits

1. Alberta Health Care Insurance (AHC)

- 1.1 A full-time Staff Member whose appointment is for one year or longer shall participate in the University group of AHC, provided that the Staff Member is eligible to participate in the AHC. Such participation shall be for single coverage or family coverage, depending on the Staff Member's circumstances; in either case, the Trustholder pays the entire premium.
- 1.2 A full-time Staff Member whose appointment is for eight months or longer but for less than one year shall participate in the University group of AHC. If the Staff Member is single, the Trustholder will pay the entire premium. If the Staff Member has eligible dependents, (s)he will participate in family coverage; the Trustholder will pay the premium for single coverage and the Staff Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 1.3 A full-time Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University group of AHC.
- 1.4 Notwithstanding 1.2 and 1.3, a full-time Staff Member who has consecutive appointments with no breaks between them and where the total length of such appointments satisfies the requirements of either 1.1 or 1.2, depending on the case, is eligible for the greater benefits under AHC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

2. Supplementary Health Care (SHC)

- 2.1 A full-time Staff Member whose appointment is for one year or longer and who is a participant in the AHC shall participate in the University's SHC program. Such participation may be single coverage or family coverage, depending on the Staff Member's circumstances; in either case, the Trustholder pays the entire premium.
- 2.2 A full-time Staff Member whose appointment is for eight months or longer but for less than one year and who is a participant in the AHC shall participate in the University group of SHC. If the Staff Member is single, the Trustholder will pay the entire premium. If the Staff Member has eligible dependents, (s)he may participate in family coverage; the Trustholder will pay the premium for single coverage and the Staff Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 2.3 A full-time Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University group of SHC.
- 2.4 Notwithstanding 2.2 and 2.3, a full-time Staff Member who has consecutive appointments with no breaks between them and where the total length of such appointments satisfies the requirements of either 2.1 or 2.2, depending on the case, is eligible for the greater benefits under SHC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

3. Dental Care (DC)

- 3.1 A full-time Staff Member whose appointment is for one year or longer shall participate in full in the University's DC program. Such participation may be single coverage or family coverage, depending on the Staff Member's circumstances; in either case, the Trustholder pays the entire premium.
- 3.2 A full-time Staff Member whose appointment is for eight months or longer but for less than one year shall participate in the basic maintenance portion of the University's DC program (restorative and orthodontia not available). If the Staff Member is single, the Trustholder will pay the entire premium. If the Staff Member has eligible dependents, (s)he is eligible for family coverage; the Trustholder will pay the premium for single coverage and the Staff Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.

- 3.3 A full-time Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University's DC program.
- 3.4 Notwithstanding 3.2 and 3.3, a full-time Staff Member who has consecutive appointments with no breaks between them and where the total length of such appointments satisfies the requirement of either 3.1 or 3.2, depending on the case, is eligible for greater benefits under DC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

4. Long Term Disability Insurance (LTDI)

- 4.1 A full-time Staff Member whose appointment is for one year or longer and who is less than 65 years of age shall participate in the University's LTDI plan.
- 4.2 A full-time Staff Member whose appointment is for eight months or longer but for less than one year and who is less than 65 years of age shall participate in the University's LTDI plan. The Trustholder pays the entire premium for coverage under the LTDI plan. LTDI benefits begin six months following the onset of the disability. In the meantime, the Staff Member could apply for Employment Insurance benefits, depending on eligibility for that program.
- 4.3 A full-time Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University's LTDI plan.
- 4.4 Notwithstanding 4.3, a full-time Staff Member who has consecutive appointments with no break between them, and where the total length of such appointments satisfies the requirements of 4.1 or 4.2, shall participate in the appropriate LTDI plan on the effective date of the subsequent appointment.

5. Group Life Insurance

- 5.1 A full-time Staff Member whose appointment is for one year or longer shall participate in full in the University's Group Life Insurance program. The amount of coverage is dependent on the age of the appointee. The Trustholder pays the entire premium.
- 5.2 Notwithstanding 5.1, a Staff Member shall not participate in the University's Group Life Insurance Plan beyond the June 30 immediately following attainment of age 65.
- 5.3 A full-time Staff Member whose appointment is for eight months or longer but for less than one year and who is less than 65 years of age shall participate in the University's Group Life Insurance program. Coverage is for \$25,000, with the Trustholder paying the entire premium.
- 5.4 A full-time Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University's Group Life Insurance program.
- 5.5 Notwithstanding 5.3 and 5.4, a full-time Staff Member who has consecutive appointments with no break between them and where the total length of such appointments satisfies the requirements of either 5.1 or 5.3, depending on the case, is eligible for the greater benefits under the Group Life Insurance program. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.
- 5.6 A Staff Member who is eligible to participate in the Group Life Insurance program under 5.1, 5.3 or 5.5 is eligible to apply for group optional life insurance which is in addition to the basic coverage. Optional coverage is in units of \$10,000, to a maximum of thirty (30) units. The entire cost of optional life insurance is borne by the Staff Member.
- 5.7 A Staff Member who is eligible to participate in the Group Life Insurance program under 5.1, 5.3 or 5.5 may insure his or her dependents under an optional group life plan.

6. Remission of Tuition Fees

- 6.1 The Board shall remit the tuition fees of a full-time Staff Member who, with the approval of the Trustholder, enrolls in courses at the University. Such remissions shall be limited to the equivalent value of four single term credit courses in Arts per year; if a Staff Member's service is less than one year, (s)he will be eligible for a pro-rated remission maximum. Normally, a Staff Member shall not be enrolled in more than one course at a given time.
- 6.2 A Staff Member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the remission of tuition fees program.

7. University of Alberta Health Insurance Plan (UAHIP)

- 7.1 A full-time Staff Member whose appointment is for eight months or longer but for less than one year and who is eligible to participate in the benefit plans set out in 20.16 and Appendix H but is not eligible for coverage under the University's Supplementary Health Care plan is required to participate in the UAHIP if not covered under a Provincial Health Care plan by another person. If the Staff Member is single, the Trustholder will pay the entire premium. If the Staff Member has eligible dependents, (s)he may participate in family coverage; the Trustholder will pay the premium for single coverage and the Staff Member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.

8. Employee & Family Assistance Program

- 8.1 A full-time Staff Member whose appointment is for one year or longer shall participate in full in the University's EFAP. Such participation may be single coverage or family coverage, depending on the Staff Member's circumstances; in either case, the Trustholder pays the entire premium.

Detailed information on the above benefit programs can be found on the [Human Resources website](#) or by calling 492-4555.

Appendix I: Trust Academic Benefits Stabilization (TABS) Plan Letter of Understanding

The parties agree to the following:

Purpose of the Fund:

The fund is set up by administration to assist trust holders with unforeseen, emergency expenses.

Establishment of the Fund:

1. A fund advisory committee will be established. The fund advisory committee will monitor the status of the fund and will hear appeals from Trustholders who have had claims denied.
2. The fund will be established by the University through the one-time allocation of \$100,000.
3. TABS will function as a “benefits Stabilization plan” for Trustholders. As such, Trustholders will pay a monthly “premium” to the plan as determined yearly by the fund advisory committee. The “premium” paid by each Trustholder is based on a predetermined percentage of the base salary dollars of each trust employee within their account. The year one premium will be X% of base salary costs.
4. At any time, the premium may be changed to compensate for fund variances with reasonable notice to Trustholders.
5. Each year, the fund advisory committee will report to the Board of Governors and to the Association on the status of the fund.

Expenses that will be funded by TABS:

All Trustholders will be able to access the fund to provide for the following expenses as required in the Trust/Research Academic Agreement:

- Pay-in-lieu of notice provisions in excess of a three month period
 - Assistance with pay-in-lieu of notice payments will only be considered where the lay-off is unexpected or unplanned. All attempts must be made to find the employee alternate employment and all other funds exhausted before applying to the fund. Where contracts specifically identify terms relating to lay-off or where there are pre-determined wind-up plans, this fund cannot be accessed.
- Childbirth Leave top-up benefits up to a 15 week maximum or to the end of the appointment.
- Medical Leave (Trustholder to cover first 4 weeks (e.g. 20 working days) – TABS to cover up to remaining 22 weeks of entitlement or to end of contract)
- Payments for part-time trust/research academic staff will be pro-rated accordingly.

Appendix J: [Vacant]

Appendix K: [Vacant]

Appendix L: Teaching and Research Academic Job Family Letter of Understanding

The parties agree to the following:

- The agreement will apply to members of the Teaching and Research Academic job family with the exception of the following articles, which after consultation with the AASUA will be superseded by and addressed in the individual Letter of Appointment provided to a staff member assigned to this job family:
 - o Article 6, 7, and 15 as they pertain to position descriptions, position evaluations, salary level and range establishment and appeals thereof. Instead positions will be established by the Faculty or Unit and individual Letters of Appointment will set out duties, expectations and compensation.
 - o Article 13 as it pertains to the evaluation process for a staff member, as well as any resulting incrementation.
 - o Article 19 and 20 as they pertain to COLA and Benefits, where these matters are incorporated into the compensation provisions of the Letter of Appointment.
 - o Article 32 as it pertains to lay-off where the Letter of Appointment addresses this issue specifically.