

THIS AGREEMENT made this 1st day of July A.D., 2011

BETWEEN:

**THE FACULTY ASSOCIATION OF THE UNIVERSITY OF CALGARY**  
(Hereinafter called "the Association")

OF THE FIRST PART

And

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY**  
A body corporate operating the University of Calgary  
(Hereinafter called "the Governors")

OF THE SECOND PART

**Collective Agreement between  
The Faculty Association of the University of Calgary and  
The Governors of the University of Calgary**

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| This document is located on the web at: <b><i>www.tucfa.com and</i></b><br><b><i><u>www.ucalgary.ca/HR/policies/academic</u></i></b> |   |                |

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

***Definitions***

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

(a) "Service" means continuous employment as an academic staff member pursuant to Article 1, Clause 1.6 (a), (b), or (c). Except as may be otherwise provided herein, service shall be lost when an academic staff member:

- (i) resigns or otherwise terminates employment by voluntary act;
- (ii) is dismissed;
- (iii) is laid off;
- (iv) retires.

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

(b) "Rank Salary" or "Academic Rank Salary" means:

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

and does not include administrative honoraria, research stipends and research prizes (such as AHFMR prizes) or other salary modifiers paid by the University.

(c) "Compensation" means rank salary of the academic staff member, market supplements, research stipends, AHFMR Research Prizes, and AHFMR dual award research supplements paid through the University to academic staff members. It does not include:

- (i) administrative honoraria, teaching research and service prizes, clinical income, any honoraria paid from Trust grants, and international stipends paid to any academic staff members; and
- (ii) research supplements, and medical honoraria (i.e. clinical and administrative) paid to academic staff members in the Faculty of Medicine.

(d) "Senior Leadership Team" member means a person appointed by the Governors as a Vice-Dean (Large Faculty) or Dean of a Faculty (or equivalent in the case of an academic unit other than a Faculty), an Associate Vice-President, a Vice-President, Provost, Vice Provost or the President, including a person appointed as "acting" in any of those positions and during an associated administrative leave.

(e) "Vice-Dean Large Faculty" means a person from the tenured academic staff who is appointed as a Vice-Dean of a Faculty with over 125 academic staff members (not including term-certain appointees) in accordance with the following:

- The appointment is made in accordance with selection procedures established by Faculty Council that includes an advisory committee the majority of whose members are academic staff members;
- There is no more than one Vice-Dean in the Faculty;
- Each term of appointment is no more than 5 years.

(f) “Work Days”, for the purposes of determining timelines or leave days, does not include Saturdays, Sundays or statutory holidays.

## **Article 1**

## ***Bargaining Unit***

- 1.1 In accordance with the *Post-Secondary Learning Act*, all members of the academic staff of the University of Calgary shall be members of the Association.
- 1.2 For purposes of this Agreement, persons in the following categories are designated members of the academic staff by the Governors and are members of the bargaining unit:
- (a) Professors, Associate Professors, Assistant Professors, Senior Instructors, Instructors, Lecturers, and Sessional Instructors, and any employee of the Governors, other than a Dean or other senior leadership team member, who is the instructor of record for a course offered for degree credit;
  - (b) Professional Librarians, Archivists, and Curators in Information Resources;
  - (c) Counsellors in the Counselling and Student Development Centre (or any successor organizational unit);
  - (d) Heads of Academic Departments and Associate Deans and Assistant Deans of Faculties and any other employee of the Governors, other than a Dean, Vice-Dean Large Faculty, or other senior leadership team member who directs or supervises the work of the academic staff.
- 1.3 For the purposes of this Agreement, persons in ranks and positions not included in Article 1, Clause 1.2, but listed in Schedule “A” are designated academic staff by the Governors and are members of the bargaining unit for as long as such persons continue in their positions.
- 1.4
- (a) The Governors shall notify the Association three (3) months in advance of any proposal to designate or change the designation of categories of employees or individual employees as academic staff members at the University. This timeline may be waived by agreement by both Parties. This notification does not substitute for the consultation required under the *Post-Secondary Learning Act*.
  - (b) The Governors acknowledge that academic freedom, as defined in Article 6 of this Agreement, is an important factor to be considered in relation to the designation of academic staff.
  - (c) As part of the notice, the Governors shall provide the Association with the details of the proposal, their reasons for it, and a listing of those affected. Specifically, the Association will be informed both about the position type which is to be (de)designated and the names of the individual people occupying that position type.
  - (d) The Association and the Governors shall meet informally to discuss any issues related to the proposal, identify any further information needed, etc.

- (e) The Faculty Association shall provide the Governors with a preliminary response within 15 working days of the informal meeting. If the Association's preliminary response is in agreement with the Governor's proposal, the consultation process will be considered complete. If the Association's preliminary response is opposed to the Governor's proposal, the Governors and the Association will meet to try to resolve the disagreement.
- (f) If agreement is not reached on the (de)designation proposal the Parties agree to bring forward the original proposal to a committee which is comprised of the Provost and VP Academic (or designate), the President of the Faculty Association (or designate) and a mutually agreed upon chairperson. The majority decision of the committee will be final and binding. There will be no change in designation of staff until the committee provides their decision.

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

1.6 Academic Staff Appointments

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

- (a) "Continuing appointments" of more than twelve months' duration having a unique position number assigned within the maximum complement authorized by the Governors and conferring on the academic staff member either:
  - (i) an *Initial Term* status, implying that the appointment may be continued for a further term, or may be continued as an appointment *With Tenure*, or may be allowed to lapse; or
  - (ii) an appointment *With Tenure*.
- (b) "Contingent Term appointments" of a specified term of more than twelve months' duration having a unique position number assigned within the maximum complement authorized by the Governors and funded 50% or more from outside the base operating budget of the University, and carrying no implication of renewal or continuation beyond the specified term.
- (c) "Limited Term appointments" of a specified term of more than twelve months' duration having a unique position number assigned within the maximum complement authorized by the Governors and made in lieu of Continuing appointments in one or more of the following specified circumstances:
  - (i) when the appointment is to replace a Continuing staff member who is on leave or on another assignment of duties for more than twelve months;
  - (ii) when a person with the desired qualifications for the Continuing appointment is not available at the time;
  - (iii) when the duties connected with the appointment are for a limited period and are expected to be no longer required after the specified date;
  - (iv) when an individual states a preference, in writing, for a Limited Term appointment;

(v) when the appointment is for a pilot or developmental project.

Limited Term appointments carry no implication of renewal or continuation beyond the specified term.

- (d) "Term Certain appointments" of a specified term made in circumstances more particularly defined in Article 23 of this Agreement. Term Certain appointments carry no implication of renewal or continuation beyond the specified term.
- (e) "Retired Short-Term" appointments of a specified term made in circumstances more particularly defined in Schedule "A", Clause 2.23 of this Agreement.
- (f) Special Limited Term (spousal) appointments are for a non-renewable one-year term.

## **Article 2** ***Recognition of the Association***

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

## **Article 3** ***Management Rights***

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

## **Article 4** ***Recognition of the General Faculties Council***

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

## **Article 5** ***Technical Clauses***

### 5.1 Legislation and the Collective Agreement

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

5.2 Publication of the Collective Agreement

5.2.1 The Governors and the Association agree that the Collective Agreement will be posted on the web. A printed copy of the Collective Agreement will be provided to members of the academic staff upon request. The Governors and the Association agree to bear equally the cost of preparing and printing a sufficient number of copies of the Collective Agreement to be made available to members of the academic staff upon request.

5.2.2 Copies of the Agreement required by the Parties for purposes other than to be made available to members of the academic staff shall be paid for by the respective Parties.

5.2.3 The Governors shall, at the time of appointment, inform each new member of the academic staff whose effective date of appointment is after the date of ratification of the Agreement with a notice that the Collective Agreement is posted on the website (including the location of the website). The Governors will provide a printed copy to these new members of the academic staff upon request.

5.3 Notices

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

Provost and Vice-President (Academic)  
University of Calgary

and, in the case of the Association, to:

President  
The Faculty Association of the University of Calgary

**Article 6**

***Academic Freedom***

6.1 The University is committed to the pursuit of truth and the advancement of learning as well as to the dissemination of knowledge. The Parties to this Agreement subscribe to the principles of academic freedom, that is, the right of the academic staff to examine, to question, to teach, to learn, to investigate, to speculate, to comment and to criticize without deference to prescribed doctrines, and recognize the right of academic staff to engage in these activities. Academic freedom includes the duty to use that freedom in a manner consistent with the responsibility to base research and teaching on an honest search for knowledge.

**Article 7**

***Non-Discrimination***

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

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



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

## **Article 8**

## ***Harassment***

- 8.1 The Parties agree that they are opposed to harassment at this University. No Party to this Agreement, member of the academic staff, or officer or representative of the Governors shall be subjected to harassment by the Governors, officer or representative of the Governors, the Association, or any member of the Association.
- 8.2 Harassment is:
- (a) oral, written, or physical behaviour or visual display that, when viewed objectively, is of an abusive nature; or
  - (b) oral, written, or physical behaviour or visual display that, when viewed objectively, is persistent and annoying, and which the instigator knows, or ought reasonably to know, creates an intimidating, hostile, or offensive working or learning environment.
- Harassment can also be a pattern of such actions. The reasonable exercise of administrative authority does not of itself constitute harassment. The giving of negative performance feedback does not of itself constitute harassment.
- 8.3 Allegations concerning sexual harassment shall be dealt with in accordance with the procedures established by the President's Sexual Harassment Advisory Committee and approved by the Governors. Nothing in those procedures shall preclude or diminish the right of respondents to be advised of their rights to representation prior to and during any discussions, meetings, hearings or other process undertaken pursuant to those procedures.
- 8.4 No member of the academic staff shall be subjected to harassment, intimidation, or coercion by either the Governors or the Association by reason of participation in the legitimate activities of the Association or by virtue of criticism of, or refusal to participate in, the Association and/or its activities.

## **Article 9**

## ***Dues Check-Off***

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

Association to the University Scholarship Fund, or to such other general charitable or educational funds as the Association from time to time may select under its by-laws.

**Article 10** ***Rights and Privileges of the Association***

- 10.1 The Governors agree to provide the Association with the following in connection with the conduct of the business of the Association and at a cost to be agreed upon by the Parties: office space, telephone service, electronic mail service, internet service, and electronic mail distribution service. Further, the Governors will provide six (6) months notice of any plan to move the Association offices. Any replacement of office space shall be of comparable size and features and shall be provided without additional cost to the Association.
- 10.2 The Governors agree that the Association shall be entitled to use meeting rooms on the University premises for the conduct of Association business subject to availability, normal scheduling requirements, and rates and regulations established for similar University users.
- 10.3 Members of the Board of Directors and Departmental Representatives shall be permitted to transact official business of the Association on the premises of the University provided that such business shall not interfere with normal University operations.
- 10.4 An employee of the Association may represent an academic staff member in respect of matters covered by this Agreement. However, an Association employee may not serve as a substitute for an academic staff member in respect of any provision of this Agreement, which specifies the involvement of the latter.
- 10.5 Where this Agreement recognizes the right of the Association to have a member representative or observer serve on a University committee, that member representative or observer must be a member of the academic staff, subject to 10.4.
- 10.6 The Governors recognize the right of academic staff members to participate in meetings of the Association provided that such participation does not interfere with the performance of their duty to the University. Changes in teaching schedules and/or other assigned duties are subject to the approval of the Dean or administrative equivalent.
- 10.7 The Governors agree that the Association shall be entitled to use photocopying, printing and other reproduction services, computing facilities, audio-visual equipment and postal services of the University subject to availability and rates and regulations established for similar University users.
- 10.8 Members named by the Association on any University committee shall receive the notices, data, and materials given to other members of the committee to which the members have been named. The Faculty Association shall receive copies of such notices.
- 10.9 Members named by the Association on any University committee shall be bound by the ordinary rules of confidentiality that apply to all other committee members, except that they may consult in confidence with the officers and staff of the Association on a need-to-know basis with respect to the business before the committee that affects the Association's ability to adequately represent academic staff members.
- 10.10 The Association shall be entitled to appoint two (2) non-voting members to The University Budget Committee and to any successor committee with a like function and shall be

entitled to appoint one (1) non-voting member to The University Planning Committee and to any successor committee with a like function.

10.11 Release Time for Officers

- 10.11.1 The Governors have an interest in maintaining the Association's ability to adequately represent academic staff members in matters affecting the mutual interest of the Governors and the academic staff. To this end, the Governors acknowledge the right of the Association to secure release time for academic staff members in order to further the work of the Association in accordance with this Article 10.9.
- 10.11.2 The Association may determine which of its officers shall be released from regular academic duties, and for what period of time.
- 10.11.3 Normally, the officers who shall be provided with release time shall be the President of the Association, the Grievance Advisor and the Principal Negotiator. The Association may also from time to time secure the release of other officers, or of members elected or appointed to positions in the Canadian Association of University Teachers, Confederation of Alberta Faculty Associations or to the Universities Academic Pension Plan Board of Trustees. Such members shall be treated as officers for the purpose of this Article 10.9.
- 10.11.4 The Association may secure the release of other members of the Association on a short-term basis for specific purposes. Release time for such members shall be granted provided that satisfactory arrangements can be made to cover the member's assigned duties during the period of release time.
- 10.11.5 The Association will inform the Governors of the names of the officers for whom release time shall be granted as soon as those officers are elected or appointed, normally not later than May 1 of any year for a term of office that begins on July 1. When this is not possible, the Association shall give as much notice as possible of the effective date of appointment or election of an officer for whom release time shall be provided.
- 10.11.6 Release time provided shall be without any loss of salary or benefits, and shall count as qualifying service toward research and scholarship leave as set forth in Article 16.
- 10.11.7 In order to provide for staff replacement during the period of release, the Association shall provide the officer's Department/Faculty an annual amount on a term by term basis. The annual amount shall be \$36,000 for half-time release, and 2 x \$36,000 for full-time release for officers who are members of the academic staff.
- 10.11.8 If an officer resigns from a position for which release time was purchased, the Association shall pay the Department/Faculty a pro-rated amount for the term or terms in which time was released.
- 10.11.9 The Governors agree to provide the Association an annual amount of \$100,000 in order to assist the Association to purchase release time under these provisions.
- 10.11.10 Officers for whom release time is purchased shall be awarded a 1.4 merit increment with respect to the time released for service to the Association. This merit increment shall be pro-rated in accordance with the fraction of time released for service to the Association, and shall not be funded from the merit increment pool of the officer's Faculty. For the portion of time not released for service to the Association, the normal assessment and merit increment processes will apply.

- 10.12 In assessments of members' performance, service to the Association shall be considered as Service within the meaning of Section 3.4 of the *Procedures Pertaining to Appointment, Promotion, and Tenure of Academic Staff*.
- 10.13 Leave with pay shall be granted to Association members to permit their attendance at meetings and conferences as delegates or representatives of the Association. The normal approval processes set forth in Article 18, Clause 18.2, shall apply to such leaves.
- 10.14 Multi-Term Service as President
- 10.14.1 A staff member who has served for three consecutive years as President of the Association shall be granted a six-month special research and scholarship leave at 100% of the staff member's academic rank salary for the purpose of assisting the staff member to reconnect with the staff member's discipline.
- 10.14.2 The provisions of Article 16 apply to this special research and scholarship leave except as noted in Article 10, Clause 10.12 and sub-clauses.
- 10.14.3 The special research and scholarship leave will commence on July 1 immediately following completion of the term of office as President.
- 10.14.4 The special research and scholarship leave shall be subject to the provision to the Dean and the Provost and Vice-President (Academic) of an application outlining the proposed utilization of the research and scholarship leave and the arrangements for the staff member's academic duties and responsibilities during the period of the research and scholarship leave.
- 10.14.5 Notwithstanding the provisions of Article 16, Clause 16.3.1, only the qualifying service earned while President of the Association will be considered cancelled on account of the granting of the special research and scholarship leave.
- 10.14.6 Notwithstanding the provisions of Article 16, Clause 16.6 and sub-clauses, the special research and scholarship leave granted cannot be deferred without the express agreement of the Parties.
- 10.14.7 Notwithstanding the provisions of Article 16, Clause 16.13, completion of the special research and scholarship leave in accordance with the proposal will be recognized with a merit increment of 0.5 (i.e. 1.0 pro-rated for the six-month period of the research and scholarship leave).
- 10.14.8 At the request of the staff member, the special research and scholarship leave may be combined with a regular six-month research and scholarship leave, subject to qualifying service and an application approved in accordance with the provisions of Article 16.

## **Article 11**

## **Information**

- 11.1 The Association agrees to respect the confidentiality of personal information and the privacy of individuals and undertakes that information provided pursuant to this Article 11 shall not be published or otherwise used in ways that could result in the identification of individual staff members.

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

- 11.6 The Governors will provide a monthly list of members who are on unpaid leave, and therefore are not paying dues to the Faculty Association. The list shall specify the nature and dates of the unpaid leave.
- 11.7 The Governors shall report to the Association on the reductions in duties approved pursuant to Clause 2.23 of Schedule "A", and on the arrangements proposed for reassigning the staff member's duties prior to the date of retirement. Reports will be made case-by-case within thirty (30) calendar days of approval by the Provost and Vice-President (Academic). The Governors shall report annually on any known changes in proposed arrangements previously reported.
- 11.8 The Governors agree to advise the Association annually by September 30 as to the number of bargaining unit members covered and the cost (by class, where applicable) to the Governors for each of the following benefits:
- Group Accidental Death and Dismemberment Insurance
  - Alberta Health Care Insurance
  - Dental Insurance
  - Extended Health Insurance
  - Long-Term Disability Insurance
  - Group Life Insurance
  - Adoption Leave
  - Death Benefit
  - Maternity Leave
  - Professional Expense Reimbursement
  - Sick Leave
- and for such other benefits as may be subsequently negotiated pursuant to Schedules "A" and "B": Salaries and Economic Benefits.
- 11.9 The Governors shall report any premium adjustment to the Association within one (1) month of being notified of the change.
- 11.10 The Governors shall provide the Association with the following information on each Market Supplement offer within two weeks following the date of acceptance.
- name
  - rank
  - department
  - salary
  - amount of Market Supplement
  - date and duration of Market Supplement
  - reasons for Market Supplement as accepted by the Provost and Vice-President (Academic)
  - source of funds
- 11.11 The Governors will provide the Association access to the University portal on an ongoing basis.
- 11.12 The Governors will advise the Association when an academic staff member's electronic account has been accessed without their permission, except when accessed for routine operation of a business unit. Where notification is necessary, the person who authorized access, the reason for access, and the name of the individual will be provided.

- 11.13 The Governors will provide the Association access and ownership of the three Mailman lists of Association members (or similar if technology changes). These lists will be continually updated by the Governors.
- 11.14 The Governors will provide the Association with read-only access to academic staff members' performance reports on an ongoing basis.
- 11.15 With regard to the Provost Salary Adjustment Fund, the Provost will provide an annual report in early Fall to the Association listing the name, rank, department and amount of adjustment; and the name, rank and department of the proposed adjustments that were not approved, as well as a noting of unspent funds at the conclusion of the academic year.
- 11.17 The Governors will provide an annual list in September of members of the Senior Leadership Team and a list of academic administrators (e.g. Heads, Directors, Vice-Deans, Associate Deans), including name, position and term of appointment.
- 11.18 The Governors will provide in October a list of the results of the tenure and renewal process for the current year and a list of those eligible for tenure or renewal of initial term appointments.
- 11.19 The Governors will provide in May a list of Contingent Term or Limited Term appointments scheduled to expire within the next six months identifying which ones will not be renewed.
- 11.20 The Governors shall provide the Association with the name of any Term Certain appointee that is admitted to and/or removed from the Universities Academic Pension Plan.
- 11.21 The Governors will provide an annual list in April of those who received a taxable benefit through the housing assistance program providing the name, department and amount of the taxable benefit for the previous tax year.
- 11.22 The Governors shall provide the Association with the following information:
- (a) a copy of each general mailing from the Governors to the Association membership, to be sent to the Association at the same time as the general mailing; and
  - (b) a copy of each public statement made by, or on behalf of, the Governors, to be provided to the Association not later than the time the statement is made public.
- 11.23 The Association shall provide the Governors with the following information:
- (a) a copy of each general mailing from the Association to its members that is not deemed to be confidential by the Association - to be sent to the Governors at the same time as the general mailing; and
  - (b) a copy of each public statement made by, or on behalf of, the Association - to be provided to the Governors not later than the time the statement is made public; and
  - (c) lists of the members of the Board of Directors of the Association, the Departmental Representatives, and all other persons authorized to represent the Association - to be provided to the Governors on execution of this Agreement; the Association shall advise the Governors of any subsequent changes in the lists as they occur.

## **Article 12**

## ***Assignment of Duties***

- 12.1 All academic staff members are expected to undertake activities appropriate to the responsibilities of their rank or position as outlined in the *Procedures Pertaining to Appointment, Promotion, and Tenure of Academic Staff* approved by General Faculties Council and the terms of their appointment. Any specific duties required of an academic staff member shall be assigned in accordance with this Article 12.
- 12.2 Duties shall be assigned by the Department or Unit Head following consultation in good faith, with the academic staff member, subject to the approval of the Dean or administrative equivalent.
- 12.3 The assignment of duties to academic staff members shall take into consideration all relevant factors, including the equitable distribution of the overall workload of the Department or Unit and the full range of institutional responsibilities and workload of the academic staff members, as well as their individual preferences.
- 12.4 While the duties of academic staff members will necessarily vary, such duties shall be assigned in a reasonable and non-arbitrary manner.
- 12.5 Each Department or Unit Head shall make available to the members of the Department or Unit information on the process and factors taken into consideration in respect of the assignment of duties.
- 12.6 In order to promote scholarship and effective teaching within the University, the duties of an academic staff member may be adjusted by the Head (or Dean, in the case of non-departmentalized faculties), in consultation with, or at the request of, the academic staff member.
- 12.7 Events and circumstances may arise from time to time that would best be handled by the assignment of additional duties to regular academic staff.
- 12.7.1 Where a staff member agrees to the assignment of additional duties and there is a corresponding reduction of the staff member's regular assigned duties in a previous or subsequent period and no extra remuneration, it is agreed that the matter can be addressed under the provision of this Article.
- 12.7.2 Overload duties shall not be assigned unless voluntarily agreed to by the staff member.
- 12.7.3 Overload duties shall not be assigned to any academic staff member holding a less than full-time appointment. When additional duties are assigned to Continuing, Limited Term or Contingent Term appointees holding less than a full-time appointment, the terms of the appointment shall be amended to reflect the proportion of such additional duties.
- 12.7.4 The assignment of overload duties requires the written approval in advance by the Dean or administrative equivalent.
- 12.7.5 A staff member assigned overload duties shall receive extra remuneration in accordance with Schedule "A".



- 12.7.6 Nothing in this section is intended to diminish in any way or impinge on the authority and role of the Department or Unit Head or the Dean with respect to the assignment of duties in accordance with this Article of the Collective Agreement.
- 12.8 Teaching duties in the Spring or Summer Session may be assigned as part of regular assigned duties for academic staff in the Instructor ranks, but not for academic staff in the Professor ranks, unless voluntarily agreed to by the staff member.
- 12.9 A staff member who teaches in Spring and Summer Sessions in addition to regular assigned duties shall receive extra compensation for such teaching in accordance with Schedule "A".
- 12.10 All Continuing, Contingent Term, and Limited Term academic staff (teaching and research) and (administrative and professional), whether full-time or part-time, are required to perform their duties on a 12-month basis, inclusive of the vacation period. However, if the terms of the appointment specify a shorter period of continuing part-time employment, the vacation period shall be prorated and included within the period of employment.
- 12.11 An academic staff member shall not be required to teach:
- (a) non-credit courses; or
  - (b) credit courses which require the presence of the academic staff member at locations outside the City of Calgary
- unless the staff member's terms of appointment provide for such assignments. When such duties are assumed on a voluntary basis, the academic staff member will normally be paid extra compensation unless the staff member has agreed to perform the duties without extra compensation.

## **Article 13**

## ***Outside Professional Activity***

- 13.1 "Outside Professional Activity" (O.P.A.) refers to those activities which the academic staff member performs as a community service unless otherwise contractually arranged with the Governors or those for which the academic staff member may receive remuneration. O.P.A. is normally restricted to activities associated with the academic staff member's major academic interests as an employee of the University of Calgary.
- 13.2 The Governors acknowledge the importance of O.P.A. to the professional development of academic staff members and to the exercise of their University responsibilities. In recognition that O.P.A. offers valuable opportunities to enrich teaching and research, and to share the knowledge, skills, know-how and other resources of the institution with the community at large, the Governors encourage the involvement of academic staff members in O.P.A.
- 13.3 O.P.A. must not detract from or interfere with the staff member's ability to render full service to the University in other areas of responsibility. Responsibility for ensuring compliance with this requirement rests with the Dean of the Faculty concerned.
- 13.4 The Governors expect academic staff members will adhere to high standards of professional conduct and ethics. Academic staff members shall not use the University, its resources or the privileges of their appointment to compete unfairly with professionals outside the University.

- 13.5 An academic staff member shall disclose in advance to the Dean, or Department Head if delegated, all proposed major O.P.A. The academic staff member shall further disclose annually a record of all O.P.A. including a specific accounting of the time commitment as may be stipulated under Faculty guidelines.
- No academic staff member shall be required to violate ethical requirements of the member's profession or such legal constraints as may apply including the disclosure of the names of clients except as required pursuant to Article 13, Clauses 13.7 and 13.7.1.
- The academic staff member may, in the member's discretion, include the annual O.P.A. report in the Academic Performance Report to the President which is required under GPC procedures.
- 13.5.1 For the purposes of this Article, major O.P.A. is defined to be any O.P.A. which involves any of the following:
- (a) a leave, as defined in Article 18: Leaves; or
  - (b) the re-assignment or rescheduling of the academic staff member's normal duties; or
  - (c) the use of university space, resources, facilities, equipment, personnel, or
  - (d) the employment of other academic staff members, other employees of the University, or students qua students, under any form of contract of employment whatever; or
  - (e) any O.P.A. which will occur during a period of leave pursuant to Articles 16, 17, or Article 18, Clause 18.4.
- 13.5.2 Compensation for O.P.A. authorized as part of the activities during a research and scholarship leave or professional fellowship leave shall not be considered "compensation" for the purposes of Article 16, Clause 16.19.1 or Article 17, Clause 17.12.1.
- 13.5.3 Compensation for O.P.A. authorized as part of the activities during an Assisted Study Leave shall not be considered "outside aid" for the purposes of Article 18, Clauses 18.4.10.1 and 18.4.10.2.
- 13.5.4 Documentation related to the disclosure of O.P.A. shall be treated with the strictest confidence and shall be made available only to those required to have access to such information pursuant to the provisions of this Article.
- 13.5.5 Administrative decisions made by a Dean under this Article shall be communicated to the academic staff member in writing and shall state the reasons for each such decision.
- 13.6 The Parties recognize the need for flexibility at the Faculty and Department level in the development of appropriate O.P.A. guidelines relative to the legitimate interests of both the Governors and the individual academic staff member. Towards this end, Faculty Councils or equivalent shall establish appropriate procedural guidelines consistent with this Article. Deans have the responsibility to administer Faculty guidelines.
- 13.6.1 Faculty guidelines will normally include direction on the use of Faculty and Department resources, student participation, absences, reporting processes, and other matters as deemed appropriate from time to time. In addition to the requirement in Article 13, Clause

- 13.5 a Faculty guideline may require prior disclosure of all O.P.A. Guidelines shall be subject to approval by the Provost and Vice-President (Academic).
- 13.6.2 A current copy of each guideline established pursuant to Article 13, Clauses 13.6 and 13.6.1 shall be provided to the Association before such guideline shall come into effect.
- 13.6.3 Where faculties have not established guidelines pursuant to Article 13, Clauses 13.6, 13.6.1, and 13.6.2, the Vice-President (Research) in consultation with the Provost and Vice-President (Academic) shall establish such guidelines. Such guidelines must conform to the requirements of Article 13, Clauses 13.6, 13.6.1, and 13.6.2. Any such guidelines established may be replaced by guidelines subsequently developed by the Faculty Council pursuant to Article 13, Clauses 13.6, 13.6.1 and 13.6.2.
- 13.7 An academic staff member shall not engage in O.P.A. which creates or constitutes a conflict of interest in view of the academic staff member's appointment to the academic staff of the University. In particular, academic staff members shall disclose to the Dean all instances in which the academic staff member has a significant interest in a business enterprise which does or proposes to do business with the University.
- 13.7.1 Should a Dean have reason to believe that an academic staff member has or will have a conflict of interest with respect to a specific O.P.A., the Dean may request in writing that the academic staff member respond in writing to specific questions, the answers to which are reasonably required to determine whether a conflict of interest exists or will exist. No such reasonable request shall be refused by the academic staff member.
- 13.8 If the use of University resources is permitted for O.P.A., the requirements of applicable Governors policies and Faculty guidelines must be met and University programmes shall have priority. Academic staff members who wish to use University resources for work on private commission or hire shall have user's agreement with the Governors. Such agreement shall establish the terms of use, liability and indemnification, user fees and other related arrangements.
- 13.8.1 An academic staff member who engages in O.P.A. shall covenant and agree to indemnify and hold harmless from and against any loss, injury or damage which the Governors may or could suffer arising in any way out of or in relation to such activity.
- 13.9 When engaged in O.P.A., academic staff members shall not hold themselves to be agents of the University.
- 13.10 An academic staff member may appeal decisions affecting O.P.A. only in accordance with the provisions of this Article.
- 13.10.1 Prior to initiating a formal appeal the academic staff member shall meet with and seek to resolve the matter in discussion with the Dean or equivalent.
- 13.10.2 Should the matter fail to be resolved under Article 13, Clause 13.10.1 the academic staff member may appeal in writing to the Provost and Vice-President (Academic). At the request of either party a meeting shall be held in an attempt to resolve the matter.
- 13.10.3 If the matter is not resolved under Article 13, Clause 13.10.2 a further appeal may be made to a panel of three members of the staff of the University of Calgary holding academic appointments. Each of the Parties to this Agreement shall appoint one member to the panel. Together these two panel members shall jointly agree upon a third member, chosen from outside the Faculty in which the dispute arose, who shall be the Chair. No person

shall serve on the panel if that person has been previously involved in the dispute. The panel may establish such procedures as it sees fit, subject only to the requirement that both the Governors and the Faculty Association are informed of the procedures at least five working days in advance of any hearing and that the procedures conform to the principles of natural justice and due process. The majority decision of the panel shall be final and binding on all parties.

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

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

## **Article 14**

## ***Salaries***

- 14.1 Salary adjustments, salary scales and benefit programs shall be negotiated between the Governors and the Association. The salary schedule is contained in Schedules "A" and "B": Salaries and Economic Benefits of this Agreement.

Benefits are those provided for in Schedules "A" and "B": Salaries and Economic Benefits of this Agreement and such other programs as agreed to by the Governors and the Association.

Negotiating procedures and impasse resolution procedures to be used are those outlined in Article 26: Negotiating Procedures.

### 14.2 Salary Rates

- 14.2.1 The starting salary at which the academic staff member has been appointed shall be stated in the letter of appointment. The salary will be effective on the date the staff member commences employment, and will remain in effect until the following June 30. However, if salary rates are adjusted as a result of collective bargaining between the Governors and the Association, the adjustment shall apply to the new academic staff member unless stated otherwise in the letter of appointment. The letter shall state separately any honorarium, which is to be paid in addition to salary.
- 14.2.2 Salaries, less approved and required deductions, shall be paid at least once a month by deposit directly into the academic staff member's account at any Canadian bank, credit union or other financial institution designated by the academic staff member, provided that technical arrangements satisfactory to the University can be made.
- 14.2.3 The salary rate of an academic staff member on leave shall be adjusted by negotiated salary rate adjustments effective during the first thirty-six (36) consecutive months of leave only. The salary rate of an academic staff member resuming regular full-time duties after thirty-six (36) consecutive months of leave shall be subject to renegotiation.
- 14.2.4 When payment is to be made for special assignments, including Spring or Summer Session teaching, such payment may be made according to an arrangement other than

monthly payments but in any case shall be paid in full on completion of the special assignment.

14.3 Merit Increments

14.3.1 All salary increments (as distinct from negotiated salary adjustments) are not automatic, and are awarded on the basis of meritorious performance of the duties assigned pursuant to Article 12 and according to the *Procedures Pertaining to the Annual Assessment of Academic Staff* recommended by the General Promotions Committee and approved by the President.

14.3.2 The dollar value of merit increments for each rank is negotiated between the Governors and the Association.

14.3.3 Any dispute as to salary increments shall be resolved in accordance with General Promotions Committee procedures.

**Article 15**

***Salary Anomalies***

15.1 Subject to the provisions of this Article 15, the Governors may increase the salary of an academic staff member where required to address an anomaly in the staff member's base salary rate that can be demonstrated to have been present at the commencement of the staff member's current appointment. A salary anomaly is not to be confused with a market supplement.

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

(a) relevant experience (teaching, research/scholarly activity and service) at the commencement of the current appointment;

(b) highest relevant degree;

(c) salary on commencement of the current appointment.

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

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

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

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

(b) two members of the General Promotions Committee, selected by the Provost and Vice-President (Academic)

- (c) the President of the Faculty Association, or designate
- (d) one member of the academic staff appointed by the Faculty Association
- (e) one member of the academic staff, appointed by the Provost and Vice-President (Academic)
- (f) both the Provost and the Faculty Association may appoint a non-voting resource person to this committee.

- 15.6 The Salary Anomalies Advisory Committee guidelines will normally be distributed to Deans by Human Resources (HR) by mid-January. Deans will identify the case(s) to be considered for salary anomalies by the end of January. By the end of February, HR will provide the Deans with a list of potential cases and the template to be used for comparisons. The template for individual staff members applying to the committee on their own behalf will be made available in mid-January.
- 15.7 A possible salary anomaly may be addressed by an adjustment being made to the staff member's current base salary. Such an adjustment shall take effect on July 1 following the meeting of the Salary Anomalies Committee, and the amount shall not be retroactive (i.e. it will NOT be considered as if the salary had been higher at the start of the current appointment). In addition to this adjustment, the committee may consider recommending a one-time payment in recognition of length of service at the University of Calgary, the maximum number of years that can be considered is five (5).
- 15.8 The committee will normally consider the current appointments only.
- 15.9 The Salary Anomalies Advisory Committee shall normally meet once annually in the spring to consider all cases brought to its attention and provide advice to the Chair.
- 15.10 The Chair will advise the Dean, the academic staff member, and the Committee of his/her decision within ten (10) work days of receiving the advice.
- 15.11 The academic staff member or the Dean (with the academic staff member's consent) has ten (10) work days to appeal the decision. The Salary Anomalies Advisory Committee will reconvene to consider any appeals at which time the academic staff member and/or the Dean will be provided the opportunity to make a presentation.
- 15.12 The decision of the Chair shall be final and binding, and shall be implemented July 1 immediately following. A copy of the decision of the Chair shall be provided to the committee. All deliberations and decisions of the committee shall be kept confidential.
- 15.13 Without the explicit permission of the Provost and Vice-President (Academic), salary anomaly applications will only be considered by the committee once.

## **Article 16**

## ***Research and Scholarship Leaves***

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

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

| Qualifying Service | Length of Research and Scholarship Leave | Maximum Assistance During Research and Scholarship Leave Period Based on |
|--------------------|--|--|
| 3 years            | 6 months                                 | 80% of staff member's academic rank salary                               |
| 6 years            | 12 months                                | 80% of staff member's academic rank salary                               |
| 6 years            | 6 months                                 | 100% of staff member's academic rank salary                              |

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

- 16.3.1 The service of a staff member while holding a full-time Continuing, Contingent Term, or Limited Term appointment on the academic staff of the University of Calgary counts as qualifying service, subject to the following:
- (a) unpaid leaves of absence beyond an accumulated maximum of six (6) weeks do not count as qualifying service;
  - (b) paid leaves of absence in excess of eighteen (18) weeks (e.g. sick leave, long-term disability leave) do not count as qualifying service unless approved as an exception by the President at the time the leave is granted;
  - (c) periods during which a staff member has held a Killam Resident Research and Scholarship leave (or similar research and scholarship leave) at the University of Calgary or is on an approved secondment or exchange agreement from the staff member's regular duties at the University of Calgary shall count as qualifying service;
  - (d) all qualifying service is cancelled;
    - (i) on resignation / termination of employment;

(ii) except as provided for in Article 16, Clauses 16.6.1(c) or 16.20.2, following a 12-month research and scholarship leave, a 6-month research and scholarship leave with maximum assistance based on 100% of the staff member's academic rank salary or an assisted study leave of absence; and

(e) the maximum qualifying service which a staff member may carry forward to be counted as qualifying service for a subsequent research and scholarship leave following the staff member's return to regular duties after a 6-month research and scholarship leave with assistance at less than 100% of the staff member's academic rank salary shall not exceed thirty-six (36) months, unless the research and scholarship leave was delayed as provided for in Article 16.6.1(c) or 16.20.2.

16.3.1.1 The service of a staff member while holding a continuing part-time appointment on the academic staff (teaching and research) of the University of Calgary pursuant to procedures established by the General Faculties Council in respect of appointment, promotion, and tenure counts as qualifying service in the same proportion as the continuing part-time appointment is to the staff member's regular full-time appointment, subject to the provisions of Article 16, Clause 16.3.1.

16.4 The President may prescribe forms and establish administrative procedures considered necessary to implement the provisions of this Article.

16.4.1 Application forms for research and scholarship leave commencing in the next academic year will be available not later than the immediately preceding September 15.

16.4.2 Research and scholarship leave applications are normally routed to the Dean through the staff member's Department Head, and the Faculty Research and Scholarship Leave Committee.

16.4.2.1 A staff member must submit a research and scholarship leave application form to the Department Head (or Dean in a non-departmentalized Faculty) in the period September 15 to October 15 (both dates inclusive) immediately preceding the academic year in which the research and scholarship leave is to commence.

16.4.2.2 A research and scholarship leave application will be considered as an exception to Article 16, Clause 16.4.2.1 only if approved by the staff member's Dean.

16.4.3 A staff member whose research and scholarship leave application submitted pursuant to Article 16, Clause 16.4.2.1 is not being supported by the Department Head, Faculty Research and Scholarship Leave Committee, or the Dean shall be provided with a copy of the recommendation not later than the date the Department Head, Faculty Research and Scholarship Leave Committee, or the Dean, as the case may be, forwards the recommendation to the committee or person next considering the research and scholarship leave application.

16.5 Research and Scholarship Leave Committee

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

16.5.2 Responsibilities of the Faculty Research and Scholarship Leave Committee

Faculty Research and Scholarship Leave Committees shall:



- (a) receive and review all research and scholarship leave applications as forwarded and recommended by Department Heads;
- (b) consider appeals from staff members pursuant to Article 16, Clause 16.22;
- (c) request additional information and clarification from applicants where necessary;
- (d) provide each staff member whose research and scholarship leave application is not being supported with a copy of the Committee's recommendation to the appropriate Dean not later than the date the Committee forwards its recommendation to the Dean pursuant to (e) below;
- (e) recommend to the Dean the disposition of the research and scholarship leave applications;
- (f) develop procedures in conjunction with the Faculty Councils and the Dean to review and evaluate the research and scholarship leave once completed and ensure that the results are tied into the merit review process.

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

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

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

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

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

- 16.6.3 A staff member whose previously approved research and scholarship leave is cancelled by the Dean pursuant to Article 16.6 shall be eligible for reimbursement for substantiated out-of-pocket expenses directly related to the research and scholarship leave. The expenses must actually be incurred in the period between the date the staff member is advised that the Dean has approved the research and scholarship leave and the date the research and scholarship leave is cancelled by the Dean, provided that within two (2) weeks of being advised in writing that the Dean is considering cancelling the research and scholarship leave the staff member provides the Dean with a detailed written estimate of the amount which will be claimed for reimbursement under this provision if the research and scholarship leave is cancelled.
- 16.6.3.1 No amount will be eligible for reimbursement which exceeds the estimate of out-of-pocket expenses provided by the staff member to the Dean pursuant to Article 16, Clause 16.6.3.
- 16.6.3.2 A claim for reimbursement for out-of-pocket expenses pursuant to Article 16, Clause 16.6.3 must be documented in a manner considered satisfactory to the University.
- 16.7 Faculty Research and Scholarship Leave Committees shall forward their recommendations respecting research and scholarship leaves to the respective Deans.
- 16.8 All research and scholarship leaves are subject to approval by the Dean.
- 16.8.1 No application for a research and scholarship leave shall be considered by the President except as an appeal pursuant to Article 16, Clause 16.22.
- 16.8.2 The Dean's decision respecting individual research and scholarship leave applications shall be communicated in writing to the staff member and the Department Head by January 15 following the date of application, or as soon as possible thereafter.
- 16.9 The duties of a staff member during a research and scholarship leave include work in accordance with the approved research and scholarship leave proposal.
- 16.10 Staff members shall make appropriate arrangements for handling their academic duties and responsibilities during a research and scholarship leave in consultation with their Department Heads.
- 16.10.1 When a research and scholarship leave will involve an absence from campus of more than thirty (30) consecutive calendar days, arrangements made by staff members in connection with their graduate program responsibilities, including student supervision, must be communicated in writing to their Department Heads and the Dean of the Faculty of Graduate Studies. If in the opinion of the Dean of Graduate Studies (following consultation with the Head of Department / Dean of the Undergraduate Faculty concerned) the arrangements are not satisfactory, the Dean of Graduate Studies shall so inform the Dean of the Faculty on whether or not the research and scholarship leave should be approved.
- 16.10.2 Staff members who have undertaken contract research must advise the Research Services Office in writing of the arrangements made to continue the research during any period of leave which involves an absence from campus of more than thirty (30) consecutive calendar days. Failure to make satisfactory arrangements may result in the research and scholarship leave not being approved, or, if approved, being subsequently cancelled by the Dean on advice from the Vice-President (Research).

- 16.11 Full-year research and scholarship leaves shall normally commence July 1. Six-month research and scholarship leaves shall normally commence on January 1 or July 1. However, requests for other starting dates will be considered.
- 16.12 The research and scholarship leave regulations which shall apply shall be those in effect when the research and scholarship leave actually commences.
- 16.13 A research and scholarship leave does not entail any loss of rank or appointment status. Staff members on a research and scholarship leave shall be subject to annual assessment on the same basis as other members of the academic staff (teaching).
- 16.14 Research and scholarship leave assistance shall be paid at the end of the month in which earned except for that portion of the assistance which the staff member may receive in a lump sum as a University Research and Scholarship Leave Research Grant pursuant to Article 16, Clause 16.17 not earlier than the date the research and scholarship leave commences.
- 16.15 Entitlement to benefits during a research and scholarship leave is determined by the regulations governing the various benefit policies and/or plans. In general, staff members on a research and scholarship leave are entitled to all benefits, including staff travel and professional expense reimbursements and, where applicable, the University's contributions toward premium costs.
- 16.16 A research and scholarship leave is inclusive of paid annual vacation entitlement accrued during research and scholarship leave period. Except where an earned annual vacation not exceeding one (1) year's entitlement is taken immediately prior to the commencement of a research and scholarship leave or is taken prior to the beginning of fall session classes immediately following a research and scholarship leave, all paid or unpaid leaves of absence forming a continuous leave period with the research and scholarship leave must be approved in writing by the President or the President's delegate.
- 16.17 A staff member may apply to receive a portion of the research and scholarship leave assistance in the form of a University Research and Scholarship Leave Research Grant - the amount of grant awarded (to a maximum of 25% of the applicant's academic rank salary) to be a deduction from the total research and scholarship leave assistance otherwise payable by the University.
- 16.18 A staff member may accept and retain, in addition to the research and scholarship leave assistance available from the University, the full amount of outside assistance received as scholarships, research and scholarship leaves, travel grants and the like.
- 16.19 A staff member shall not engage in any employment for compensation while on a research and scholarship leave unless authorized in writing by the President on recommendation from the individual's Department Head and Dean.
- 16.19.1 In cases where employment for compensation is authorized, the amount of University research and scholarship leave assistance otherwise payable by the University shall be decreased so that the amount of assistance together with outside compensation shall not exceed 125% of the staff member's academic rank salary for the leave period, plus reasonable travel and other expenses.
- 16.20 Following a period of research and scholarship leave a staff member is required:

- (a) to return to the University and render regular full-time or part-time service according to the staff member's appointment equal to the number of months of the research and scholarship leave; the staff member may, as an alternative, reimburse the University for the amount of research and scholarship leave assistance (total University financial support including any amount awarded as a University Research and Scholarship Leave Research Grant) received during the research and scholarship leave period; and
- (b) within three (3) months of the date on which the research and scholarship leave expires, to submit a written report to the President through the Head of Department and Dean which provides an outline of the staff member's activities during the research and scholarship leave period.
- (c) 16.21 does not apply in cases where the Dean has deferred the approved research and scholarship leave and the contract of the academic staff member is due to terminate at the end of the research and scholarship leave.

16.21 Appeals

- 16.21.1 A staff member may appeal the Department Head's recommendation to the Faculty Research and Scholarship Leave Committee concerning the research and scholarship leave application. The appeal shall be in writing and must be received by the Faculty Research and Scholarship Leave Committee within one (1) week of the date the Department Head forwards the recommendation concerning the application to the Faculty Research and Scholarship Leave Committee. The staff member shall forward a copy of the appeal to the Department Head not later than the date the appeal is submitted to the Faculty Research and Scholarship Leave Committee.
- 16.21.2 A staff member may appeal the Faculty Research and Scholarship Leave Committee's recommendation to the Dean concerning the research and scholarship leave application. The appeal shall be in writing and must be received by the Dean within one (1) week of the date the Faculty Research and Scholarship Leave Committee forwards its recommendation to the Dean. The staff member shall forward a copy of the appeal to the Faculty Research and Scholarship Leave Committee not later than the date that appeal is submitted to the Dean.
- 16.21.3 A staff member may appeal the decision of the Dean not to recommend approval of the research and scholarship leave application or the Dean's decision to cancel the approved research and scholarship leave (except when the Dean's decision is taken pursuant to Article 16, Clause 16.6) to the Provost and Vice-President (Academic). The appeal shall be in writing, with a copy provided to the Dean, and must be received by the Provost within one (1) week of the date the Dean advises the staff member in writing that the research and scholarship leave application is not recommended for approval or takes action to cancel an approved research and scholarship leave.
- 16.21.3.1 The staff member and the Dean shall be provided with a copy of the Provost and Vice-President (Academic)'s recommendation to the President respecting the appeal.
- 16.21.4 The decision of the President concerning an appeal shall be final.

16.22 Interpretation

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

16.23 Interruption of Research and Scholarship Leave

- 16.23.1 No research and scholarship leave may be interrupted to commence any form of paid or unpaid leave (including sick leave).
- 16.23.2 Notwithstanding Article 16, Clause 16.24.1, an academic staff member shall be allowed to terminate an approved research and scholarship leave when:
- (a) a circumstance arises that would otherwise entitle the staff member to a leave pursuant to Article 18, Clause 18.7 (compassionate), 18.8.2 (maternity), 18.8.4 (adoption), 18.9 (political), 18.10 (military), 18.11 (court), or sick leave; and
  - (b) the staff member can document to the satisfaction of the Dean or administrative equivalent a reasonable basis for expecting the circumstance will persist for a period of not less than twenty percent (20%) of the research and scholarship leave period.
- 16.23.2.1 The date of termination of the research and scholarship leave shall be the date on which the Dean or administrative equivalent receives the documentation or such other date as may be determined by the Dean in consultation with the staff member.
- 16.23.2.2 The qualifying service related to the unused portion of the research and scholarship leave shall count as qualifying service credit to be applied to a future research and scholarship leave, subject to the provision of Article 16, Clauses 16.3.1 and 16.3.1.1.

**Article 17**

***Administrative Leaves***

- 17.1 A staff member who renders not less than five (5) consecutive years of service as a Head of a teaching Department or Associate Dean of a Faculty at the University of Calgary shall be eligible for a 12-month administrative leave with maximum assistance based on 100% of the staff member's academic rank salary during the research and scholarship leave.
- A staff member carrying equivalent responsibilities to those holding appointments as Heads of teaching Departments or Associate Deans of Faculties may qualify for an administrative leave under this regulation; those who qualify will be determined in the discretion of the President and must be so advised in writing at the time of their appointment to the administrative position.
- 17.2 Notwithstanding any research and scholarship leave or other leave regulation to the contrary, all qualifying service credit for a research and scholarship leave will be carried forward following a research and scholarship leave awarded pursuant to Article 16, Clause 16.20.1 unless other arrangements were approved in writing by the President at the time the staff member was appointed to the administrative position.
- 17.3 An academic staff member who accepts reappointment of at least three (3) years duration as Head of a teaching Department or Associate Dean of a Faculty shall be eligible for an administrative leave pro-rated to the length of service of that appointment with maximum assistance based on 100% of the staff member's academic rank salary during the administrative leave notwithstanding the terms of Article 17, Clause 17.1. The reappointment start date must be within one (1) year of having completed not less than five (5) consecutive years of service in the same or similar role at the University of Calgary.

- 18.1 General Provisions – Information on vacation, sick leave, Self-Funded leaves and Reduced Duties Leading to Retirement are detailed in Schedule A.
- 18.1.1 These general provisions apply to the following discretionary leaves:
- Leaves of Short Duration
  - Leave for Urgent Personal Reasons (discretionary 10 work days following the first 10 work days)
  - Assisted Study Leave
  - Special Leaves
  - Secondment
- 18.1.2 These general provisions, apart from Articles 18.1.4 and 18.1.5, apply to entitlement leaves. Entitlement leaves are as follows:
- Leave for Urgent Personal Reasons (first 10 work days)
  - Leave for Compassionate Reasons
  - Parental Leave
  - Political Leave
  - Military Leave
  - Court Leaves
  - Career Stop-Out Leaves
- 18.1.3 Leaves must be applied for in writing and the application routed through the staff member's Department Head, Dean (or administrative equivalent) and the Provost and Vice-President (Academic).
- 18.1.4 Except where authority has been delegated, all leaves are subject to approval by the Provost and Vice-President (Academic).
- 18.1.5 No leave application requiring approval by the Provost and Vice-President (Academic) shall be considered by the Provost (except as an appeal) unless recommended by the staff member's Dean (or administrative equivalent).
- 18.1.6 The Provost and Vice-President (Academic) may prescribe forms and establish administrative procedures necessary to implement the leaves provisions covered by this Article.
- 18.1.7 No leave shall be combined with any other paid or unpaid leave, research and scholarship leave or professional fellowship leave (including annual vacation and/or periods of leave / research and scholarship leave interrupted by annual vacation) except with the approval of the Provost and Vice-President (Academic).
- 18.1.8 No leave (other than sick leave) shall automatically extend a staff member's term of appointment. However, in extenuating circumstances an Initial Term appointment may be extended in accordance with the procedures established by General Faculties Council in respect of appointment, promotion, and tenure.

- 18.1.9 The staff member shall make best efforts to assist the Department Head or administrative equivalent in ensuring that satisfactory arrangements have been made to cover the staff member's teaching and/or other assigned duties and responsibilities prior to the commencement of the leave.
- 18.1.10 When leave will involve an absence from campus of more than twenty-two (22) consecutive work days, arrangements made by the staff member in connection with graduate program responsibilities, including student supervision, must be communicated in writing to the Department Head and the Dean of Graduate Studies. If, in the opinion of the Dean of Graduate Studies (following consultation with the Head of Department / Dean of the Faculty concerned), the arrangements are not satisfactory, the Dean of Graduate Studies shall so inform the Provost and Vice-President (Academic) who shall determine whether or not the staff member concerned should be allowed to proceed on leave, or, if approved, whether the leave should be cancelled.
- 18.1.11 Staff members who have undertaken contract research must advise the Research Services Office in writing of the arrangements made to continue the research during any period of leave which involves an absence from campus of more than twenty-two (22) consecutive work days. Failure to make satisfactory arrangements may result in the leave not being approved, or, if approved, being subsequently cancelled by the Provost and Vice-President (Academic) on advice from the Vice-President (Research).
- 18.1.12 Vacation with pay entitlement shall continue to accrue:
- (a) during authorized leaves with pay, excepting assisted study leave and parental leaves; and
  - (b) during authorized leaves without pay of up to and including twenty-two (22) work days in total in an academic year.
- Notwithstanding (b) above, vacation with pay entitlement shall not accrue during any authorized leave without pay of eleven (11) or more consecutive months.
- 18.1.13 Leave does not entail any loss of rank or appointment status.
- 18.1.14 The payment of salary or assistance during leave periods shall be consistent with the University's pay cycle unless an exception is specifically provided for in this Agreement.
- 18.1.15 Subject to the provisions in Articles 18.1.16, 18.1.17 and 18.1.18, entitlement to benefits during periods of leave is determined by the regulations governing the various benefit policies and/or plans.
- 18.1.16 Staff members on leave with full pay are entitled to all benefits, including professional expense reimbursement, and where applicable, the University's contribution toward premium costs. Staff members on leave where the salary is 80% of the full time value or greater, shall be treated as a staff member on leave with full pay.
- 18.1.17 Staff members on leave with partial pay are entitled to professional expense reimbursement and University contributions to benefits on a pro-rata basis only.
- 18.1.18 Staff members on leave without pay for more than sixty-five (65) work days do not accumulate service and are not entitled to professional expense reimbursement, staff travel funds, and the University contribution to benefits for the leave period. Staff members

on unpaid leaves may participate in most benefit plans provided that they assume responsibility for the full premium costs.

18.1.19 Appeals

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

18.1.20 Interpretation

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

18.2 Leaves of Short Duration

- 18.2.1 A member of the academic staff may be granted a leave of short duration not to exceed sixty-six (66) work days, with pay, from regular duties and responsibilities to enable the staff member to participate in activities which are directly related to the staff member's regular duties and responsibilities at the University.
- 18.2.2 Subject to all of the other sub-clauses of Article 18, Clause 18.2, a staff member's leave of short duration with full salary and benefits may be approved by the Department Head and/or Dean (or administrative equivalent) in accordance with the following table:

| Leave to be Taken Within the Period | Length of Leave Which May Be Approved by  |   |
|-------------------------------------|---|---|
|                                     | Head  | Dean  |
| From September 1 to April 30        | up to and including 5 consecutive work days   | up to and including 22 consecutive work days (inclusive of vacation entitlement and any days approved by Department Head) |
| From May 1 to August 31             | up to and including 20 consecutive work days in addition to annual vacation entitlement | not to exceed 66 consecutive work days (inclusive of vacation entitlement and any days approved by Department Head)       |



- 18.2.3 All leaves in excess of five (5) work consecutive days shall be reported to the Provost and Vice-President (Academic).
- 18.2.4 A leave of short duration:
- (a) which is not entirely within either the period September 1 to April 30 or May 1 to August 31;
  - (b) which is to commence within sixty-six (66) work days of the effective date of an academic staff member's appointment;
- is subject to approval by the Provost and Vice-President (Academic).
- 18.2.5 No leave application shall be considered by the Provost and Vice-President (Academic) unless recommended by the staff member's Dean (or administrative equivalent).
- 18.2.6 Unless approved in advance by the Provost and Vice-President (Academic) on the recommendation of the Dean (or administrative equivalent), a staff member on leave of short duration shall not accept remuneration related to the activities for which the leave was granted.
- 18.3 Leave for Urgent Personal Reasons
- 18.3.1 An academic staff member, on application, shall be granted leave of absence from regular duties and responsibilities for urgent personal reasons for up to ten (10) work days. If ten (10) work days is not adequate, the academic staff member may be granted additional leave for up to another ten (10) work days.
- 18.3.2 When, owing to an emergency, a staff member must be absent from regular duties and responsibilities before a leave application can be processed, the academic staff member shall advise the Department Head and Dean (or administrative equivalent) of the circumstances within two (2) work days of departure and provide an estimate of the time that the staff member expects to be absent from duties.
- 18.3.3 Leaves for urgent personal reasons shall be without loss of salary and benefits.
- 18.3.4 The length of the leave shall be based on a consideration of the closeness of the family relationship, travel time required, and other relevant circumstances but shall not exceed twenty (20) work days in total. Reasonable consideration shall be given by the Provost and Vice-President (Academic) to a request by the academic staff member for a further period of Special Leave when the maximum length of this leave proves to be insufficient.
- 18.4 Assisted Study Leave
- 18.4.1 A member of the academic staff holding a full-time Continuing, Contingent Term, or Limited Term appointment may be granted leave with assistance for advanced study (assisted study leave) to complete a program of graduate studies when such will meet a specified need of the University or be of significant benefit to both the staff member and the University.
- 18.4.2 Assisted study leave is granted only in respect of programs leading to the PhD degree or equivalent, or another advanced degree or professional degree (such as LLB or MD) that usefully complements the degree(s) already held by the staff member.

- 18.4.3 Graduate programs at the University of Calgary may, in special circumstances, be acceptable.
- 18.4.4 To be eligible to apply for assisted study leave, a member of the academic staff must have rendered, in the five-year period immediately prior to the commencement of the leave, not less than the equivalent of two (2) years of service while holding a Continuing, Contingent Term, or Limited Term appointment as a member of the academic staff in the Department to which the staff member will be returning following the leave.
- 18.4.5 Assisted study leave shall be for a period of twelve (12) consecutive months (which may be extended for one additional period of twelve (12) consecutive months) or twenty-four (24) consecutive months. Any leave beyond twenty-four (24) consecutive months shall be 'without pay.'
- 18.4.6 Assisted study leave normally begins July 1; however, requests for other starting dates will be considered.
- 18.4.7 The assisted study leave provisions which shall apply shall be those in effect when the leave actually commences.
- 18.4.8 Entitlement to vacation with pay does not accrue during an assisted study leave.
- 18.4.9 Except where an earned annual vacation not exceeding one (1) year's entitlement is taken immediately prior to the commencement of an assisted study leave, all paid or unpaid leaves of absence forming a continuous leave period with the assisted study leave must be approved in writing by the Provost and Vice-President (Academic).
- 18.4.10 The maximum University assistance available to a staff member during an assisted study leave period (12 months or 24 months) is an amount (not per annum rate) equal to one-half of the minimum annual salary rate for the rank of Associate Professor at the commencement of the leave period. The maximum assistance amount will, however, be paid only when that amount together with net outside aid does not exceed 125% of the staff member's annual academic rank salary rate at the commencement of the leave.
- 18.4.10.1 Net outside aid shall mean the total of all forms of outside financial support which the staff member may receive related to the leave program, including research and scholarship leaves, scholarships, bursaries, forgivable loans, and travel grants, less costs actually incurred by the staff member for tuition / registration fees, books and research materials related to the program of study, and travel expenses not to exceed round-trip economy class air fare between Calgary and the place of study not more than twice in any calendar year for the staff member, spouse and children.
- 18.4.10.2 When the maximum assistance amount together with net outside aid exceeds 125% of the staff member's annual rank salary rate at the commencement of the leave, the maximum assistance amount shall be reduced such that the amount of assistance payable by the University when added to the amount of net outside aid equals 125% of the staff member's annual academic rank salary rate at the commencement of the leave.
- 18.4.10.3 A staff member who receives less than the maximum assistance amount during the first 12-month period of leave and whose leave continues or is extended to cover a second 12-month period may receive the balance of the assistance in the second year provided, however, that in the event the balance of the assistance together with net outside aid in the second year exceeds 125% of the staff member's annual rank salary rate at the

commencement of the leave the balance of the assistance actually payable by the University will be a reduced amount which when added to the amount of net outside aid equals 125% of the staff member's annual academic rank salary rate at the commencement of the leave.

- 18.4.10.4 A staff member may receive the amount of assistance from the University under these provisions in a lump sum or on an instalment basis.
- 18.4.11 A staff member granted assisted study leave must sign an agreement undertaking to return to regular full-time service of the University for two (2) years on completion of the leave period; the staff member may, as an alternative, refund 1/24 of the financial assistance received from the University for each month of the 2-year period not served.
- 18.4.12 A staff member on assisted study leave shall be expected to devote full time to studies.
- 18.4.13 Under no circumstances shall a staff member be granted more than one (1) assisted study leave.

## 18.5 Special Leaves

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

## 18.6 Secondment

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

## 18.7 Leave for Compassionate Reasons

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

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

## 18.8 Parenting Leaves

### 18.8.1 General

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

- 18.8.1.2 An academic staff member who is a biological parent shall be granted parental leave without pay for a period up to a maximum of thirty-five (35) weeks. A parental leave can be claimed by one parent or shared between the two partners but shall not exceed a combined maximum of thirty-five (35) weeks. The leave period must be completed within fifty-two (52) weeks of the child's birth date.
- 18.8.2 Maternity Leave
- 18.8.2.1 An eligible female staff member shall be granted maternity leave for a consecutive period up to eighteen (18) weeks around the birth of her baby (week 18 is considered parental leave and is considered as one of the 35 weeks in Clause 18.8.1.2). Assistance shall be at the rate of 100% salary, inclusive of payments received by the staff member pursuant to the maternity and parental leave provisions of Employment Insurance and other applicable regulations. If the staff member does not apply or applies and does not qualify for Employment Insurance maternity benefits, the University will only provide the difference between the normal Employment Insurance maternity benefit and the 100% rate. The staff member shall apply for benefits from such programs and report payments received to the University.
- 18.8.2.2 The staff member must provide to the Department Head a minimum of ten (10) work days' written notice of the date on which the maternity leave is expected to commence.
- 18.8.2.3 Maternity leave shall commence not later than the date of the staff member's confinement and must continue for a period of at least thirty (30) calendar days following the date of delivery. At the discretion of the Dean (or Administrative equivalent) in consultation with the academic staff member, the remainder of the maternity leave may be granted in broken periods over a period not exceeding twelve (12) months from the date of delivery.
- 18.8.2.4 The University will make its regular contributions toward premiums for those benefit plans which the staff member elects to continue while on maternity leave.
- 18.8.3 Partner Leave
- 18.8.3.1 An academic staff member who is the spouse or domestic partner of a woman on maternity leave is entitled to a leave of absence with pay for a maximum period of twenty (20) work days. The academic staff member is entitled to take up to ten (10) work days around the date the child is born. Scheduling of the balance of the twenty (20) days must be taken during the parental leave of the spouse and subject to the approval of the Dean.
- 18.8.3.2 Partner leave shall commence not later than five (5) work days after the date the child is born.
- 18.8.4 Adoption Leave
- 18.8.4.1 An academic staff member who has adopted a child younger than six (6) years of age shall be granted adoption leave for a consecutive period up to eighteen (18) weeks around the date the staff member receives the child for adoption. Assistance shall be at the rate of 100% salary, inclusive of payments received by the staff member pursuant to the maternity and parental leave provisions of Employment Insurance and other applicable regulations. If the staff member does not apply or applies and does not qualify for Employment Insurance parental benefits, the University will only provide the difference between the normal Employment Insurance parental benefit and the 100% rate. The staff member shall apply for benefits from such programs and report payments received to the University.

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

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

18.8.4.3 Where both parents are members of the academic staff, a period of adoption leave in accordance with 18.8.4.1 may be divided between the parents in a manner which is acceptable to the parents and to the Provost and Vice-President (Academic).

18.8.4.4 An academic staff member who is the adoptive parent shall be granted parental leave without pay which in combination with any weeks taken under Article 18.8.4.1 does not exceed thirty-five (35) weeks provided the leave period is completed within fifty-two (52) weeks of the date the adopted child is placed with the adoptive parent. Parental benefits can be claimed by one parent or shared between the two partners but shall not exceed a combined maximum of thirty-five (35) weeks.

## 18.9 Political Leave

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

(a) arrangements satisfactory to the staff member's Department Head and Dean (or administrative equivalent) can be made to cover the staff member's teaching and/or other assigned duties and responsibilities; and

(b) the staff member is not / will not be on paid or unpaid leave or on a research and scholarship leave or professional fellowship leave during the period of political leave.

18.9.2 If nominated for election (or re-election) to political office, a staff member who is not otherwise on leave or a research and scholarship leave shall be granted political leave from regular duties and responsibilities with salary and benefit support in accordance with the following table, subject to all of the other sub-clauses of Article 18, Clause 18.9.

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

- 18.9.2.1 A period of political leave for a lesser term than that specified in Article 18, Clause 18.9.2 may be approved.
- 18.9.2.2 Where the duration of the leave exceeds the term specified for 100% salary and benefit support, the salary and benefit support shall be 50% for the entire leave period.
- 18.9.3 A staff member who is elected to the Provincial Legislature shall be placed on political leave of absence without pay effective from the date of election for the life of the Legislature, or, if a candidate for re-election, until the staff member actually resumes regular full-time duties at the University of Calgary.
- 18.9.4 A staff member who is elected to Parliament shall be placed on political leave without pay effective from the date of election for the life of Parliament, or, if a candidate for re-election, until the staff member actually resumes regular full-time duties at the University of Calgary.
- 18.9.5 Notwithstanding Article 18, Clauses 18.9.3 and 18.9.4, political leave shall not extend to a third consecutive term of office.
- 18.9.6 Arrangements for political leave with or without pay (appropriate to the circumstances) will be made to accommodate staff members elected to municipal or other local government office in Alberta.
- 18.10 Military Leaves
- 18.10.1 Military leave without pay shall be granted to an academic staff member
- (a) where the staff member's services are required by the Canadian Department of National Defence to meet a civil emergency - for the duration of the emergency; or
- (b) where during a national emergency a staff member is required to serve in the Canadian Armed Forces - for the duration of the emergency

18.11 Court Leaves

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

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

18.12 Career Stop-Out Leaves

18.12.1 Continuing full-time members of the academic staff who hold appointments *With Tenure* and who are age 40 or more but less than 60 at the time of election, shall be entitled to elect a three-year fixed term leave without pay, to explore a permanent alternative employment opportunity or career change.

18.12.2 Unless otherwise mutually agreed, an academic staff member must provide a minimum of nine months' notice prior to the commencement of the leave and must confirm his/her intention to return to active service with the University not less than nine months before the scheduled date of return.

18.12.3 A leave under this provision may be deferred for a period of up to one year at the sole discretion of the Provost and Vice-President (Academic).

18.12.4 A leave elected under this provision may not be used if the alternative employment being pursued is an appointment at another university.

**Article 19** Intellectual Property

19.1 The Governors and the Association recognize the existence of the Intellectual Property Policy approved by the General Faculties Council and the Board of Governors.

19.2 The Governors agree that any future changes to the policy approved by General Faculties Council on March 17, 1994, and the Board of Governors on April 29, 1994 which bear on the rights of individual faculty members shall be subject to mutual agreement between the Association and the Governors pursuant to Article 25: Joint Liaison Committee.

19.3 Subject to the concurrence of the General Faculties Council, the Association shall be represented by a non-voting member on the Research Development and Policy Committee.

**Article 20** Discipline

20.1 An academic staff member may be disciplined only in accordance with the provisions of this Article and only for good and sufficient reason.

20.2 In any case where a Dean or other senior leadership team member considers that the conduct or performance of an academic staff member in his or her Faculty or area of responsibility warrants discipline, the Dean or other senior leadership team member may take action as considered appropriate in the circumstances.

Disciplinary action is defined as: a counselling letter, a written warning or reprimand, a suspension without pay, or a recommendation for dismissal.

- 20.3 Reasons for all discipline must be given in writing to the academic staff member with a copy provided to the Association.
- 20.4 All disciplinary measures are subject to grievance in accordance with Article 24. In all matters of discipline, an academic staff member shall be entitled to be represented or accompanied by a person appointed for that purpose by the Association. Counselling letters may be grieved through the internal steps in the grievance process. Warning or reprimand letters, suspension, and dismissal may be grieved up to and including the arbitration process. In the case of dismissal, the grievance process applies only to the decision of the Provost and Vice-President (Academic), not to the recommendation of the Dean or other senior leadership team member.
- 20.5 Copies of counselling letters, written warnings or reprimands, or letters referring to disciplinary suspensions without pay shall be removed from the academic staff member's file, at the academic staff member's request, after five (5) years of continuous service have elapsed or such shorter period as the Provost and Vice-President (Academic) may determine, provided that the staff member's file does not contain any further record of disciplinary action during such period.
- 20.6 In the event that the behaviour giving rise to the disciplinary action was related to emotional illness or the use of alcohol or drugs the academic staff member may be given the opportunity to seek treatment / counselling for the problem. Disciplinary action may be mitigated or suspended if the staff member participates in an active treatment program, pending the outcome of the treatment / counselling.
- 20.7 Non-Disciplinary Suspension with Pay Pending Investigation
- 20.7.1 Following advice from a Dean or administrative equivalent, the Provost and Vice-President (Academic) may, in his or her discretion, suspend from duty and privileges any member of the academic staff where required to ensure the ability of the Governors to maintain a safe work and learning environment or to conduct a fair and thorough investigation of any matter that may lead to suspension or dismissal. The Provost shall forthwith report such action and the reasons for it to the Association.
- 20.8 Suspension Without Pay
- 20.8.1 Where a Dean or other senior leadership team member has good and sufficient reason to believe that a suspension without pay is warranted, the Dean or other senior leadership team member shall notify the academic staff member in writing, with a copy to the Association, and schedule a time to discuss all circumstances pertinent to the matter with the academic staff member, together with a representative of the Association.
- 20.8.2 Within ten (10) work days following the discussion, the Dean or other senior leadership team member shall notify the staff member in writing what disciplinary action, if any, will be taken.
- 20.8.3 A suspension without pay shall take effect twenty (20) work days from the date of the written notice from the Dean, unless the Association initiates a grievance, in which case the suspension without pay shall not be implemented unless and until suspension without pay is the decision of the Provost and Vice-President (Academic) at Step III of the grievance procedure.



20.9 Dismissal

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

20.9.2 If, after consultation with the Dean, the Provost and Vice-President (Academic) considers that the recommendation is warranted, the Provost shall schedule a time to discuss all circumstances pertinent to the matter with the academic staff member, together with the Dean and a representative of the Association.

20.9.3 Within ten (10) work days following the discussion, the Provost and Vice-President (Academic) will notify the academic staff member and the Association in writing as follows:

(a) that the matter will not proceed further; or

(b) that disciplinary action other than dismissal, specified in accordance with Article 20, Clause 20.2, will be taken; or

(c) that the staff member will be dismissed.

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

20.9.4 If the Association wishes to contest the dismissal decision of the Provost and Vice-President (Academic) on the staff member's behalf, it shall so advise the Provost in writing within twenty (20) work days of the decision of the Provost and request the establishment of an Arbitration Board to hear and determine the matter in accordance with Article 24, Clauses 24.8, 24.9, and 24.10 of this Agreement.

20.9.5 The Arbitration Board shall determine whether or not the grounds for the recommendation for dismissal are established and, if established, whether or not they constitute good and sufficient reason for dismissal or whether disciplinary action other than dismissal, specified in accordance with, Clause 20.2, is appropriate. The decision of the Arbitration Board shall be final and binding.

20.9.6 Where an Arbitration Board has been established, the staff member shall retain his or her appointment and the applicable salary and benefits unless and until the Arbitration Board determines that the academic staff member be dismissed and the Governors act upon such decision.

20.9.7 The academic staff member may, at the discretion of the Provost and Vice-President (Academic), be relieved of duties through a suspension with pay at any stage in the dismissal process pending the outcome of the processes defined in this Article. Reasons for this decision will be given to the academic staff member and the Association in writing.

- 21.1 Preamble
- 21.1.1 The primary duties of the University are to ensure the quality of teaching, learning, research, service, and to maintain its commitment to students.
- 21.1.2 The Parties:
- (a) acknowledge the importance of strategic long-range academic planning;
  - (b) recognize that to serve the goals of the University of Calgary as a learning environment for staff and students, the University must maintain the flexibility to add to, delete from, and change its academic programs and approaches to learning; and
  - (c) recognize that changes in academic programs are normally achieved through processes which do not adversely affect the employment status of members.
- 21.1.3 The Governors will endeavour to maintain the security of employment of members affected by this Article wherever possible, recognizing the following:
- (a) the importance of tenure as a protection of academic freedom;
  - (b) the long-term commitment made by members to an academic career; and
  - (c) members' ability to contribute to the University in many ways.
- 21.1.4 The Parties recognize the authority of General Faculties Council (GFC) to recommend to the Board of Governors, following full and extensive consultation, any closure, reduction, or restructuring of programs for academic reasons. The Parties further agree that decisions made by the Governors that may adversely affect the employment status of members will be subject to the processes in the GFC Program Reduction or Closure Procedures (October 1994), except as otherwise covered by this Agreement.
- 21.1.5 For the purposes of this Article, a tenured appointment is an appointment without definite term that can be terminated for the following:
- (a) dismissal for cause;
  - (b) for reasons of financial exigency (Article 22); or
  - (c) for reasons of academic staff redundancy (Article 21).
- 21.1.6 For the purposes of this Article, an action affecting employment status means any change adverse to the member with respect to rank, compensation, or tenure status, including termination of employment.
- 21.2 Application
- 21.2.1 Clauses 21.1 through 21.18 inclusive of this Article 21 apply to all academic staff holding continuing appointments. Any reference to "staff" or "affected staff" applies to academic staff holding continuing appointments.

- 21.2.2 The purpose of this Article is to provide a fair and consistent process when a decision of the Governors affects the employment status of continuing academic staff.
- 21.2.3 This Article does not apply to changes in the approved University calendar unless those changes may affect the employment status of members.
- 21.2.4 The Parties shall make reasonable efforts to resolve matters concerning the implementation of this Article following careful consideration and as expeditiously as possible.
- 21.2.5 Should the Parties dispute the application of this Article, the matter will be referred to Article 24: Grievance Procedure and Arbitration. The Parties further agree to seek expedited arbitration which will conclude within sixty (60) days of either Party serving notice of the dispute. A written decision shall be provided to the Parties within ten (10) days of conclusion of the hearing.
- 21.2.6 Full costs of the expedited arbitration process shall be shared equally between the Parties.
- 21.2.7 The proposal approved by the Board of Governors shall guide the University in the implementation of this Article. The University shall not undertake actions under this Article that exceed the requirements of the approved proposal. However, the University may simultaneously:
- (a) pursue changes to other programs, when those changes do not require the implementation of this Article; and/or
  - (b) offer a voluntary severance or retirement incentive plan outside the affected program.
- 21.3 Notice
- 21.3.1 When the Governors make a decision affecting the employment status of members under this Article, the Provost and Vice-President (Academic) shall immediately notify the Association as well as the University community. Included in this notification shall be the anticipated date of implementation of the decision.
- 21.3.2 Within ten (10) days of the Governors' decision, the Dean shall give formal written notice of the decision to all members of the department / unit / program affected.
- 21.3.3 Included in the Dean's notice will be the reasons for the decision, the financial implications of the proposal, any implications for loss of continuing and other positions in the affected unit, and time frames of the action. A copy of the notice shall be sent to the Association.
- 21.4 Implementation Committee
- 21.4.1 Upon the decision of the Board of Governors, the Provost and Vice-President (Academic) shall form an Implementation Committee (IC) to oversee the process set forth in this Article. The IC will consist of members of the University community:
- The Chair shall be the Provost and Vice-President (Academic) or his/her designate
- a) one (1) person agreeable to the Governors;
  - b) one (1) tenured member of the bargaining unit elected by GFC;
  - c) one (1) tenured academic staff member, from the bargaining unit, agreeable to the Association;

- d) one (1) Dean appointed by the Provost and Vice-President (Academic);
- e) one (1) member appointed by mutual agreement of the Parties;

and in addition:

- f) one (1) non-voting representative of the Association; and
- g) one (1) non-voting representative of the Governors;  
both of whom may freely report on the committee processes to their constituents.

21.4.2 No IC member shall be from the affected Faculty.

21.4.3 The IC shall include both men and women.

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

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

## 21.5 The Mandate of the Implementation Committee

21.5.1 The Implementation Committee (IC) shall:

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

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

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

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

## 21.6 Position Identification

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

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

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

- 21.6.4 Should all other factors be deemed equal as per Article 21, Clause 21.6.2, the Dean shall identify members with less continuous service at the University of Calgary before identifying members with longer continuous service.
- 21.6.5 The Dean shall report to the Provost and Vice-President (Academic) and the IC the reasons for his/her decisions under Article 21, Clause 21.6.2, including in this report a record of the members' involvements in the affected program, and in other programs offered by the unit, for the preceding four (4) years.
- 21.6.6 Within twenty (20) days of the Board's decision, the Dean shall formally notify in writing any member identified following the above of the time frames and processes to be followed under this Article. Such notice shall contain the reasons for the Dean's decision as per Article 21, Clause 21.6.5.
- 21.6.7 A member having received notification under Article 21, Clause 21.6.6 may appeal his/her inclusion on the list of those affected. Such appeals shall be submitted in writing to the IC within ten (10) days of receipt of the notice from the Dean, outlining the reasons for the appeal.
- 21.6.8 If there is an appeal under Article 21, Clause 21.6.7, the IC shall review the information upon which the decision was made and make a recommendation within twenty (20) days to the Provost and Vice-President (Academic) with respect to the appeal.
- 21.6.9 The member has the right to appear before the committee and to be accompanied by an advisor, who shall be a continuing member of the academic staff. If the Dean is requested to appear before the IC, the member and the member's advisor shall be invited to attend during the Dean's appearance. The member shall be permitted a reasonable opportunity to reply to the Dean's submission.
- 21.6.10 Within ten (10) days after receiving the recommendation of the IC concerning the appeal, the Provost and Vice-President (Academic) shall inform the member in writing of his/her decisions with respect to the appeal, giving reasons for the decision.
- 21.6.11 The date of layoff for all affected members shall be no less than twelve (12) months from completion of the process described in Article 21, Clause 21.6.10.
- 21.7 Recruitment Restriction
- 21.7.1 The Governors shall limit the appointment of continuing academic staff to positions where failure to appoint would threaten the viability of academic programs / departments / units during the period when affected members are available for transfer to positions open for recruitment.
- 21.7.2 The Governors will require that affected members be given first offer for appointment to positions for which they have the requisite knowledge, skills, and professional qualifications.
- 21.8 Voluntary Options
- 21.8.1 The following voluntary options will be offered to affected members and may be offered to other members in an effort to reduce the number of members to be laid off:

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

21.9 Transfers

- 21.9.1 When the member elects to be considered for transfers, he/she shall submit to the IC a plan outlining a request for transfers. The plan may or may not include a period of preparatory study (as per Article 21, Clause 21.10).
- 21.9.2 The IC will review the plan or such other plan as the IC may propose and, following consultation with the interested parties, recommend to the Provost and Vice-President (Academic) the disposition of each case.
- 21.9.3 When the IC determines that a transfer to another unit or administrative position is feasible, it shall recommend to the Provost and Vice-President (Academic) that the member be transferred to a position for which the member has the requisite knowledge, skills, and professional qualifications, or that the member be transferred following a period of preparatory study.
- 21.9.4 A support plan of up to one academic term (four (4) months) may be provided to assist the member in assuming full responsibilities in the new position.
- 21.9.5 When a member is transferred to a position, appointment status and rank salary will not be reduced as a result of the transfer within the bargaining unit.
- 21.9.6 In the regular assessment and promotion process, the member's appointment to the new position shall be taken into consideration.
- 21.9.7 Should a member refuse to accept a transfer previously agreed to, he/she will be deemed to have resigned.
- 21.9.8 When a member who holds an Initial Term appointment is transferred, the IC shall make a recommendation to the Provost and Vice-President (Academic) in respect to the length of the Initial Term in order to accommodate the member's transfer. Special attention shall be taken in the process of reviewing the member's application for tenure so as not to disadvantage the member as a result of that transfer.
- 21.9.9 Should the IC identify more than one transfer for which the member is qualified, the member shall communicate his/her choice to the Provost and Vice-President (Academic) within ten (10) working days of being notified of the transfer options.
- 21.9.10 Should more than one member be deemed to have the required knowledge, skills, and professional qualifications to assume a position, the member with the most years of continuous service with the University of Calgary will be offered first preference.
- 21.9.11 If the Provost and Vice-President (Academic) declines to accept a recommendation of the IC, the Provost shall inform the member concerned specifying the reasons for the decision. A copy of the letter shall be given to the Association and the Governors.

- 21.9.12 If the IC recommends that a transfer is not feasible, even with a period of preparatory study under Article 21, Clause 21.10, it shall so inform the Provost and Vice-President (Academic), who shall determine the matter and notify the member and the Association.
- 21.9.13 If the University re-establishes the closed / reduced program or a similar program within a period of two (2) years, any member who was transferred under this Article shall be informed. If such a member chooses to apply for a position in the program, he/she shall have first offer for appointment to the positions for which he/she has the requisite knowledge, skills, and professional qualifications.
- 21.10 Preparatory Study
- 21.10.1 The Provost and Vice President (Academic) may authorize that a member be granted a study leave with full salary and benefits to acquire the requisite knowledge, skills, or professional qualifications to be appointed to a specific position.
- 21.10.2 If an approved study leave requires that the member register as a student at the University of Calgary, the Governors shall provide such a course of study free of tuition fees.
- 21.10.3 If an approved study leave requires the member to attend another post-secondary institution, the Governors shall provide the member with a rebate of the tuition fees paid, to a maximum of the fees paid in the nearest equivalent program at the University of Calgary.
- 21.10.4 If a member fails to complete an approved program of study, the Governors may at their discretion terminate the appointment of the member. That member shall receive the balance of severance owing, less salary and costs incurred by the Governors during support of the study leave.
- 21.10.5 Should the period of formal notice expire before the decision to approve / not approve the transfer and/or study leave of a member, the Governors shall continue the member's salary and benefits beyond the notice period. In such a case, severance pay to which the member would be entitled under Article 21, Clause 21.13, if terminated, shall be reduced by an amount equal to the salary and benefits received during the period of extension.
- 21.11 Eligibility for Research and Scholarship Leave / Professional Fellowship Leave
- 21.11.1 Members transferred will retain eligibility for research and scholarship leave or professional fellowship leave to the extent accrued at the time of transfer.
- 21.11.2 An approved research and scholarship leave or professional fellowship leave may be cancelled, and consideration of an application be deferred, in accordance with the terms of Article 16 or 17, when a member is affected by this Article.
- 21.11.3 Rescheduling of a cancelled or deferred research and scholarship leave or professional fellowship leave will not normally be considered for a period of two (2) years following a transfer or recall from a layoff, except on the recommendation of the Dean or equivalent.
- 21.11.4 A period of layoff or a leave for preparatory study does not count as qualifying service toward any future research and scholarship leave or professional fellowship leave.
- 21.12 Layoff
- 21.12.1 A member shall only be laid off after the preceding measures have been applied in a thorough and fair manner.

- 21.12.2 The Governors shall provide suitable career assessment and assistance to members when their appointments are terminated.
- 21.13 Severance
- 21.13.1 Severance will be paid according to the following:
- (a) four (4) months' salary for three (3) or less years of continuous service at the University of Calgary;
  - (b) one (1) additional month of salary for each continuous year of service at the University of Calgary for the completed years in excess of three (3) years;
  - (c) the maximum severance payment shall be twelve (12) months' salary.
- 21.13.2 Members who have been laid off under this Article may elect to continue coverage in the University's insured benefit plans at their expense in accordance with the provisions of those plans for a period of two (2) years at the rates established under Schedule "A".
- 21.13.3 The Governors may permit members to have access to office, laboratory space, library, and computer services following the termination of the appointment to allow completion of scholarly activities.
- 21.13.4 Severance may be paid in a lump sum or in a series of equal payments, as determined by the member.
- 21.14 Reputation
- 21.14.1 Layoff pursuant to this Article is not dismissal for cause and shall not be recorded or reported as such.
- 21.14.2 Where a member has been laid off pursuant to this Article, the Dean shall provide a letter indicating that this was a result of academic staff redundancy.
- 21.15 Recall Rights
- 21.15.1 If the University re-establishes the closed / reduced program or a similar program within a period of two (2) years, any member who was laid off under this Article shall be informed in writing at his/her last known address. If such a member chooses to apply for a position in the program, he/she shall have first offer for appointment to the positions for which he/she has the requisite knowledge, skills, and professional qualifications.
- 21.15.2 Within a period of two (2) years, any member who was laid off under this Article shall be given first consideration if such member chooses to apply for a position within the bargaining unit for which he/she has the requisite knowledge, skills, and professional qualifications.
- 21.15.3 In the event that two or more members apply for a single position under Article 21, Clauses 21.9.13, 21.15.1, or 21.15.2, the member with the longest continuous service at the University of Calgary shall have first preference.
- 21.15.4 Upon acceptance of the appointment, the member will repay any severance received that is greater than the salary that would have been paid during the period of layoff.



21.16 Application to Staff Members on Leave

21.16.1 A staff member who is on leave, including exchange agreement and secondment, or research and scholarship leave, or who has had such leave or research and scholarship leave approved for a future date, shall have no special rights or privileges, and shall be subject to the terms of this Article on the same basis as any other member.

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

21.17 Appointment Status

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

21.18 Rights of Representation

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

21.19 Application to Sessional Instructors

21.19.1 The Parties agree that reasonable notice shall be provided to a Sessional Instructor where his/her contract will not be renewed due to program closure.

21.19.2 For the purposes of Article 21, Clause 21.19, changes in the academic calendar, course deletions and/or cancellations do not constitute program closure, reduction, or re-organization.

21.19.3 The Governors will provide suitable career assessment and assistance for a Sessional Instructor when his or her contract will not be renewed due to program closure.

21.19.4 The Governors at their discretion may provide opportunities for appointment to a Sessional Instructor where he/she has the required knowledge, skills, and professional qualifications required by the recruiting Faculty.

21.20 Application to Contingent Term and Limited Term Staff

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

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

21.21 Application to Continuing Academic Staff Contingent on External Funding

21.21.1 Clause 21.21 of Article 21 applies only to staff holding Continuing appointments which have been made contingent on external funding, and shall apply only where such external funding is discontinued and there is no provision for termination pay to the member by the external funding organization, except as noted in Article 21, Clause 21.21.2.

- 21.21.2 Should there be provisions for termination pay to the member by an external funding organization, and such termination pay exceeds the termination notice / pay provisions of Article 21, Clause 21.21, then Article 21, Clause 21.21, shall not apply to the member.
- 21.21.3 The Parties further agree that no action shall be taken under Article 21, Clause 21.21, unless the Parties agree that the conditions of the member appointed bring the member under Article 21, Clause 21.21.
- 21.21.4 Except for this Clause 21.21, Article 21: Redundancy shall not apply to a continuing contingent member terminated due to discontinuance of external funding for his/her position.
- 21.21.5 The termination of continuing contingent members shall not constitute Financial Exigency as per Article 22 where discontinuance of external funding results in termination of employment.
- 21.21.6 The Dean shall provide reasonable notice to any continuing contingent member where discontinuation of external funding results in termination of employment.
- 21.21.7 When notified of a reduction in external funding, the Dean will undertake to identify alternate external funding to allow a continuing contingent member to retain his/her position.
- 21.21.8 Any continuing contingent member shall receive severance notice or payment in lieu thereof, to a combined maximum of twelve (12) months, as follows:
- (a) a minimum of four (4) months' notice or salary in lieu thereof for such member with three (3) or less years of continuing service with the University;
  - (b) one additional month of notice or salary in lieu thereof for each full year of continuous service beyond the initial three (3) year period as per 21.21.8(a) at the University of Calgary to a maximum of twelve (12) months;
  - (b) any combination of notice and/or salary shall not exceed twelve (12) months.

## **Article 22**

## ***Financial Exigency***

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

- 22.4 If the Association wishes to offer for the Governors' consideration, suggestions designed to avoid the termination of staff, it shall do so not more than thirty (30) calendar days after being advised of the financial problem. Such suggestions will become the subject of immediate discussion between the Governors and the Association for a period not to exceed thirty (30) calendar days.
- 22.5 If, following these discussions, the Governors conclude that the financial problem has not been resolved, it shall appoint an ad hoc committee of three (3) members of the Governors to identify the nature and scope of the problem. The Governors shall also appoint advisors to the committee selected from the University community and from the community at large. The advisors selected from the University community shall include the President of the Faculty Association and two (2) other members of the Association nominated by the Association. The committee shall report its findings to the Governors within thirty (30) calendar days of its appointment. The Governors will then apprise the Minister of Advanced Education and Technology of the committee's findings.
- 22.6 If the Governors conclude that the financial problem still has not been resolved, it shall declare a state of financial exigency. The General Faculties Council will be asked to review the academic priorities of the University and to determine whether any programs or services are to be terminated. The recommendations of the General Faculties Council (if any) will be transmitted to the Governors for review and approval, as appropriate.
- 22.7 After the Governors have dealt with any recommendations from the General Faculties Council pursuant to Article 22, Clause 22.6, The University Budget Committee shall allocate the required budget cuts to budget units in accordance with the approved academic priorities.
- 22.8 Faculty budget cuts necessitating the termination of academic staff will be accomplished by Deans on the advice of Faculty Promotions Committees. The Committees and Deans will be guided in their deliberations by the same criteria of quality as used in promotions.
- Seniority will be considered, other factors being equal.
- 22.8.1 If the termination of academic staff due to reasons of financial exigency is necessary, the Association shall be informed of the situation, in writing, by the Dean of the Faculty concerned.
- 22.8.2 Deans' recommendations must be submitted to the General Promotions Committee for approval before being passed to the President for referral to the Board of Governors.
- 22.9 Appeals
- 22.9.1 Any member of the academic staff (teaching and research) whose appointment is to be terminated owing to financial exigency may appeal the recommendation to the General Promotions Committee. Such an appeal and the grounds thereof shall be communicated in writing to the Chair of the General Promotions Committee. The academic staff member shall be informed in writing at least one (1) week before the date of the meeting of the General Promotions Committee of the recommendation being carried forward to the General Promotions Committee by the appropriate Dean. The staff member may initiate a formal appeal regarding the recommendation; such an appeal and the grounds thereof shall be communicated in writing to the Chair of the General Promotions Committee.

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

## 22.10 Notice

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

22.10.2 Notwithstanding the stipulated term of appointment, an academic staff member holding an Initial Term or Limited Term appointment may be terminated with three (3) months' notice or pay in lieu thereof.

## 22.11 Relocation / Retraining

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

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

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

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

## 22.12 Severance Pay

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

- 22.12.2 An academic staff member whose Initial Term or Limited Term appointment has been terminated pursuant to Article 22, Clause 22.10.2 shall be granted one (1) month's pay for each unexpired month of the original term of the appointment to a maximum of six (6) months' pay.
- 22.12.3 In the event that a staff member is terminated for a second or subsequent time as a result of financial exigency, the staff member shall be eligible for severance pay as provided under Article 22, Clause 22.12.1, but reduced by the amount of any severance pay retained by the staff member as a result of termination pursuant to this Article within the immediate preceding two (2) year period.
- 22.13 Recall Rights
- 22.13.1 In the event that a position becomes available through retirement, resignation, death, or the cessation of the state of financial exigency, individuals holding a continuing appointment who are terminated owing to financial exigency shall be informed of the vacancy in writing. If they choose to apply for such a position, they shall have the right of first refusal for positions for which they are qualified, or for which they can be reasonably retrained.
- The order of recall within each budget unit shall be opposite the order of termination. Prior consideration shall be given for a period of five (5) years.
- 22.13.2 An academic staff member who held a continuing appointment which was terminated under this Article shall be eligible for recall to limited term positions as well as continuing positions. In the event that a staff member who held an appointment *With Tenure* at the date of termination accepts recall to a continuing full-time position pursuant to the provisions of Article 22, Clause 22.13.1, the staff member's appointment *With Tenure* status and the accumulated research and scholarship leave service credit enjoyed at the time of termination shall be reinstated.
- 22.13.3 An academic staff member who accepts recall to a limited term position shall retain the right of first refusal for continuing full-time positions which come available in the department(s) from which the staff member was terminated for the remainder of the five (5) year period during which the staff member has the right of prior consideration pursuant to Article 22, Clause 22.13.1.
- 22.13.4 The academic staff member shall be given as much notice as possible concerning a position vacancy. Except in cases of emergency, the staff member shall receive not less than four (4) months' notice of recall prior to the scheduled commencement date, or such shorter period of notice as may be agreed upon between the Dean or administrative equivalent and the academic staff member.
- 22.13.5 The academic staff member shall respond to a notice of recall as quickly as possible, but in any event within one (1) month of the date that the notice is received at the staff member's last known address.
- 22.13.6 When accepting a recall, a staff member shall be required to repay to the University that amount of severance pay which exceeds what would have been earned as salary if the staff member had continued to work during the period that the appointment was terminated.

22.14 Severance Benefits

22.14.1 An academic staff member shall be entitled to retain use of an office for a period of three (3) months following the date of termination due to financial exigency.

22.14.2 An academic staff member may

(a) use the Library and such other facilities as may be made available from time to time, and

(b) elect to continue coverage in the University's insured benefit plans at the staff member's expense in accordance with the provisions of those plans, and

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

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

22.15 Application to Staff Members on Leave

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

22.16 Appointment Status

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

**Article 23** **Term Certain Appointments – Sessional Instructor**

23.1 Whenever reasonably practicable, the Governors shall use Continuing appointments to meet the continuing staffing needs of the University. In lieu of Continuing appointments, Contingent Term appointments, or Limited Term appointments, it may be appropriate in circumstances specified in Article 23, Clause 23.2 to employ academic staff on Term Certain appointments, in accordance with Section 2.3 of the *APT Manual*.

23.2 The circumstances under which a Term Certain appointment is appropriate are limited to the following:

(a) when the appointment is to replace a continuing staff member who is on leave or on another assignment of duties, or in an emergency;

(b) when a person with the desired qualifications for an approved Continuing, Contingent Term, or Limited Term appointment is not available at the time the Term Certain appointment is made;

(c) when the duties connected with the appointment are for a limited period and are expected to be no longer required thereafter;

(d) when the appointment is for a pilot or developmental project;

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

23.2.1 The circumstances under which the appointment is appropriate shall be included in the letter of appointment for every Term Certain appointment made pursuant to this Article.

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

23.3.1 An individual staff member may hold more than one Term Certain appointment concurrently in different Faculties and where this occurs, separate contracts may be created for the duties in each Faculty.

23.4 Where the duties of the Term Certain appointee are primarily related to teaching, the appointment shall ordinarily be made as a Sessional Instructor.

### 23.5 Extent of Duties and Remuneration

23.5.1 The full extent of duties of a Sessional Instructor shall be determined by the Head or equivalent and described in terms of units of half-course equivalents.

23.5.2 The letter of appointment shall specify the number of half-course equivalents which constitute the full extent of duties.

23.5.3 Where a Sessional Instructor holding a Term Certain appointment is contracted for additional concurrent duties within the same Faculty, the appointment shall be increased to the extent of the additional duties.

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

23.6 Access to Facilities and Participation in Meetings

23.6.1 Sessional Instructors appointed pursuant to this Article 23 shall be entitled, on the same basis as continuing staff, to the following services as required for instructional purposes: copying services, office equipment and supplies, computer accounts, library services, secretarial services, marking / teaching assistants, inclusion in departmental staff lists, mail services, and access to desk / office / telephone when meeting with students or holding office hours.

23.6.2 Sessional Instructors appointed pursuant to this Article 23 shall not be excluded from regular departmental meetings of academic staff. However, voting privileges will be as determined by the department.

23.7 Assessment of Performance

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

23.7.2 After a Sessional Instructor has completed a three-year term, or has taught the equivalent of eight (8) half-courses, whichever comes first, the Department Head or equivalent shall review the file within one month and provide an appraisal of the Sessional Instructor that considers the cumulative record of Student Ratings and any other pertinent information concerning teaching effectiveness or other assigned duties. The Sessional Instructor may enter comments with respect to the Head's appraisal into the personnel file.

23.8 Cancellation of Appointment Offer

23.8.1 An offer of a Term Certain Sessional Instructor appointment may be cancelled in whole or in part by the Governors prior to the commencement of the appointment term.

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

23.9 Renewal of Appointments

23.9.1 A Term Certain appointment may be renewed provided that the specified circumstances in Article 23, Clause 23.2, continue to be present.

23.10 Termination of Appointments on Notice

23.10.1 A Term Certain appointment may be terminated by the Governors prior to the stated termination date of the appointment for reasons of bona fide changes in the academic plans of the Faculty or Department concerned that make the Term Certain appointment no longer viable, or for bona fide financial reasons.



- 23.10.2 In the event of termination of the appointment, the staff member affected shall be entitled to three (3) months' written notice, and such severance (or combination of notice and severance) as may be determined by the Parties, in consideration of the terms of the appointment.
- 23.11 Consideration for Other Appointments
- 23.11.1 If a present or past Sessional Instructor chooses to become a candidate for a position as a Sessional Instructor, Instructor or Senior Instructor, he or she shall be entitled to first consideration for the appointment, subject to an assessment of:
- (a) whether the candidate has the requisite knowledge, skills, and professional qualifications for the position; and
  - (b) the candidate's record of performance in his or her previous appointment(s).
- 23.11.1.1 First consideration for other appointments as outlined above (Article 23.11.1) does not apply to graduate students who have held a Term Certain appointment under 23.2(l).
- 23.11.1.2 Consistent with the commitment to offer teaching opportunities to graduate students, courses assigned to those with appointments made under 23.2(l) are exempt from the application of first consideration by other Term Certain (sessional) instructors.
- 23.11.2 Where the Department Head or equivalent decides to offer the appointment referred to in Article 23, Clause 23.11.1, to a present or past Sessional Instructor, and where two or more present or past Sessional Instructors who are candidates have substantially equal assessments according to the assessment criteria, the appointment shall be offered to the candidate with the most service to the University.
- 23.11.3 It is the responsibility of the present or past Sessional Instructor to keep the Faculty or department advised of his or her current mailing address and telephone number.
- 23.11.4 Where the Department Head or equivalent has decided to offer a Term Certain Appointment, this will be done through an internal posting process that announces the availability of a term certain position and the date by which applications for the position are to be received. This internal posting will be for a minimum of ten (10) days. Posting boards will be established in each department/Faculty that hires Term Certain Appointees. The announcement will be put on both the posting board and the department/Faculty website.
- 23.11.5 The department/Faculty will provide the Faculty Association (copied to Human Resources) with a list of all those who have applied for the position and the name of the person who was hired for the position, within one month of hiring into the position.
- 23.12 Application to Academic Staff (Administrative and Professional)
- 23.12.1 The terms of this Article 23 shall be applied, with the necessary changes, to Term Certain Administrative and Professional academic staff appointments.

23.13 Application of the Collective Agreement

23.13.1 The following Articles of this Agreement shall not apply to staff members appointed pursuant to this Article 23:

- Article 12: Assignment of Duties
- Article 13: Outside Professional Activities
- Article 14: Salaries
- Article 15: Salary Anomalies
- Article 16: Research and Scholarship Leave
- Article 17: Professional Fellowships
- Article 22: Financial Exigency

23.13.2 Only the following provisions of Article 18: Leaves shall apply to staff members appointed pursuant to this Article 23:

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

23.13.3 A Term Certain staff member appointed for a duration of greater than six (6) consecutive months, and an extent of duties of six (6) half-course equivalents or more, who is subsequently granted a Continuing, Contingent Term, or Limited Term academic staff appointment shall be granted prorated service credit toward a research and scholarship leave or professional fellowship leave in accordance with Article 16, Clause 16.3, or Article 17, Clause 17.2, provided that:

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

23.13.3.1 Where the contiguity requirement in 23.13.3(a) is not met because of an interruption in service of less than five (5) months, prorated credit may be granted in the discretion of the Dean at the time the Continuing, Contingent Term, or Limited Term appointment is made.

## **Article 24**

## ***Grievance Procedure and Arbitration***

- 24.1 The Parties confirm their mutual desire that grievances be dealt with promptly and progressively with the object of arriving at a proper settlement in accordance with the procedures hereinafter described.
- 24.2 In the event that a dispute arises:
- (a) between the Governors and the Association; or
  - (b) between the Governors and one or more members of the academic staff;
- concerning the interpretation, application or alleged violation of this Agreement, or as to whether that dispute can be the subject of arbitration, such dispute (hereinafter referred to as a grievance) shall be settled in accordance with one of the following procedures as applicable, without stoppage of work, refusal to perform work, or lockout.
- 24.3 Grievances filed in accordance with this Article concerning Articles which make provision for an appeal shall be limited to the interpretation of whether the procedures relating to those Articles have been followed, and shall not relate to any matter which may be the subject of an appeal.
- 24.4 Unless otherwise agreed, no matter may be submitted to arbitration which has not been properly processed through all the previous steps of the grievance procedure as detailed in this Article.
- 24.5 Procedure Initiated by the Association or the Governors
- 24.5.1 Step I – The Party alleging that a grievance exists shall, within twenty (20) work days of the date that it becomes aware, or should reasonably have become aware, of the incident causing the grievance, advise the other Party, in writing, of:
- (a) the nature of the grievance and the circumstances out of which it arose; and
  - (b) the remedy or correction required; and
  - (c) the Article or Articles of the Collective Agreement which are alleged to have been violated.
- The Parties shall meet within twenty (20) work days of receipt of such notice, and attempt to resolve the grievance. In the event that the grievance is not resolved, the provisions of Step II shall apply.
- 24.5.2 Step II – If settlement is not reached through the foregoing procedure, the Association and Provost shall meet within twenty (20) work days of the Step I meeting in an attempt to resolve the grievance.
- 24.5.3 Step III – Within twenty (20) work days of the meeting outlined in the preceding Step, either Party may serve written notice upon the other Party of its intention to submit the grievance to arbitration.

24.6 Procedure Initiated by Individual Members of the Academic Staff

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

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

(a) the nature of the grievance and the circumstances out of which it arose; and

(b) the remedy or correction required; and

(c) the Article or Articles of the Collective Agreement which are alleged to have been violated.

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

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

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

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

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

24.7 Time Limits

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

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

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

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

24.8 Arbitration Board

- 24.8.1 After a notice has been sent, the Party submitting a grievance to arbitration shall, within twenty (20) days, inform the other Party of the name of its appointee to the Arbitration Board. The recipient of the notice shall, within twenty (20) days of receipt of such notice, inform the other Party of the name of its appointee to the Arbitration Board.
- 24.8.2 The two appointees so selected shall, within twenty (20) days of the appointment of the second of them, appoint a third member who shall be the Chair of the Arbitration Board.

24.8.3 If, within the required time:

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

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

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

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

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

24.9 Authority of the Arbitration Board

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

- 24.9.2 The Arbitration Board may:
- (a) enter any premises where:
    - (i) work is being done or has been done by a staff member, or in which the University carries on business; or
    - (ii) anything is taking place or has taken place concerning a grievance submitted to the Arbitration Board;
  - (b) question any person under oath in the presence of the Parties or their representatives concerning any matter connected with the grievance;
  - (c) authorize any person to do the things that the Arbitration Board is permitted to do under this Article and to report thereon.
- 24.9.3 An Arbitration Board:
- (a) may accept any oral or written evidence that, in its discretion, it considers proper, whether admissible in a court of law or not; and
  - (b) may administer an oath to a person appearing before the Arbitration Board; and
  - (c) is not bound by the laws of evidence applicable to judicial proceedings; and
  - (d) may summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce the documents and things that the Arbitration Board considers requisite to the full investigation and consideration of matters within its jurisdiction in the same manner as a court of record in civil cases.
- 24.9.4 No Arbitration Board shall by its award alter, amend, or change the terms of this Agreement.
- 24.9.5 When dealing with grievances involving claims of non-compliance with the procedural requirements of an Article, if the Arbitration Board finds that the procedural requirements have not been complied with, it shall be limited to directing that the matter be reconsidered by the appropriate body in accordance with the proper procedures.
- 24.10 The Arbitration Board's Decision
- 24.10.1 The Arbitration Board shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted to it.
- 24.10.2 The Arbitration Board shall not substitute its judgement for that of the Governors or any officer of the University acting on behalf of the Governors, where the exercise of such judgement is not specifically limited by the terms of this Agreement.
- 24.10.3 If, when dealing with grievances concerning disciplinary action, the Arbitration Board determines that grounds are established that constitute good and sufficient reason for disciplinary action, the Arbitration Board may substitute some lesser disciplinary action specified in Article 20, Clause 20.2, that to the Arbitration Board seems just and reasonable in the circumstances.

- 24.10.4 The Arbitration Board shall hear and determine the grievance, and shall issue a decision in writing which shall be final and binding upon the Parties and upon any staff member affected by it. The award of a majority is the award of the Arbitration Board, but if there is not a majority, the decision of the Chair governs and shall be deemed to be the award of the Arbitration Board.
- 24.10.5 The Arbitration Act does not apply to an arbitration under this Agreement or any award resulting from it.
- 24.10.6 (a) No award, proceeding, or decision of an Arbitration Board shall be questioned or reviewed in any court, and no order shall be made or process entered or proceedings taken in any court (whether by way of injunction, declaratory judgement, prohibition, or otherwise) to question, review, prohibit, or restrain the Arbitration Board in any of its proceedings.
- (b) Notwithstanding sub-section (a), the award, proceeding, or decision of an Arbitration Board may be questioned or reviewed by way of an application to the court to determine if there have been any irregularities in the process, if the decision of the Arbitration Board was patently unreasonable, or if the Arbitration Board exceeded its authority under this Agreement, provided that such application is filed no later than thirty (30) days after the date of the award, proceedings, or decision of the Arbitration Board.
- 24.10.7 An Arbitration Board may correct in any award any clerical mistake, error, or omission.
- 24.11 Fees and Expenses
- 24.11.1 Each Party to the dispute shall bear the expenses of its appointee to the Arbitration Board, and the two Parties shall bear equally the expenses of the Chair.

## **Article 25**

## ***Joint Liaison Committee***

- 25.1 Within fourteen (14) days of the effective date of this Agreement, the Governors and the Association shall form a Joint Liaison Committee.
- 25.2 The Committee shall be composed of three (3) representatives of each of the Governors and of the Association. A quorum shall be four (4) members, with two (2) representatives of each Party.
- 25.3 Two (2) members of this Committee, one (1) from each Party, shall be designated by the Committee as joint Chairs. They shall alternate in presiding over meetings and they shall be responsible for determining and circulating the agenda and notices.
- 25.4 The objectives of the Committee shall be:
- (a) to review matters of mutual concern arising from the administration of this Agreement, excluding any dispute which is the subject of an appeal or grievance pursuant to any other provision of this Agreement or which has been submitted to arbitration for resolution;
- (b) to review matters which are not covered by the Collective Agreement, but which are of concern to the Association and/or the Governors, with the understanding that the Governors shall not change rights of and practices relating to academic staff members

that have traditionally been the subject of consultation or negotiation without consultation with the Association as provided for in this Article;

- (c) to maintain and develop a spirit of cooperation and mutual respect between the Parties;
- (d) to facilitate effective working relationships between the Governors and members of the academic staff;
- (e) to foster good communication between the Parties, and to serve as a forum for the exchange of information.

- 25.5 The Committee shall meet as necessary but at least once every two (2) months during the academic year. Either Chair may call a meeting on seven (7) work days' written notice. Written agendas shall be circulated at least forty-eight (48) hours in advance of each meeting.
- 25.6 The Joint Liaison Committee shall not have the power to add to or modify the terms of this Agreement, but may recommend possible additions or modifications.

## **Article 26**

## **Negotiating Procedures**

### 26.1 Notice to Commence

- 26.1.1 Either Party to this Agreement may, by notice in writing given not less than sixty (60) work days and not more than one hundred and twenty (120) work days preceding the date of expiration of this Agreement, require the other Party to commence collective bargaining.
- 26.1.2 A notice to commence collective bargaining shall contain a list of the items which the Party serving such notice wishes to negotiate, stating its proposals in respect to each such item, and naming not more than three (3) persons authorized to negotiate on its behalf, one of whom shall be designated as Principal Negotiator. The names of Resource Persons shall also be included.
- 26.1.3 Within ten (10) days of receipt of a notice to commence collective bargaining, the recipient shall, by notice in writing to the other Party, name not more than three (3) persons authorized to negotiate on its behalf, one of whom shall be designated as Principal Negotiator. The names of Resource Persons shall also be included. The recipient shall set forth such items and proposals related thereto that it wishes to negotiate.
- 26.1.4 The Parties agree that procedures relating to appointments, promotions, and dismissals are not negotiable, being matters which are subject to the jurisdiction of the General Faculties Council pursuant to the *Post-Secondary Learning Act*.
- 26.1.5 At least one (1) person named by the Association shall be a member of the Executive of the Association, and at least one (1) person named by the Governors shall be a member of the Board of Governors.
- 26.1.6 No items for negotiation other than those exchanged pursuant to Article 26, Clauses 26.1.2 and 26.1.3, may subsequently be introduced into the negotiations except by mutual consent. All other matters which are covered by this Agreement shall remain in force, unchanged.



- 26.1.7 Upon the service of a notice to commence collective bargaining, the Parties, without delay but in any event within twenty (20) days after the notice is given, shall:
- (a) meet and commence to bargain collectively in good faith; and
  - (b) make every reasonable effort to reach agreement.

## 26.2 Mediation

- 26.2.1 If a dispute arises in respect to any of the items for negotiation, the Parties may agree to appoint a mediator to assist in settling the outstanding issues.
- 26.2.2 If the Parties are unable to appoint a mutually acceptable mediator within ten (10) days of the decision to make such appointment, they shall jointly request that the Minister of Labour make the appointment on their behalf.
- 26.2.3 The two Parties shall bear equally the expense of the mediator.
- 26.2.4 The person appointed as mediator shall enquire into the dispute and endeavour to resolve it.
- 26.2.5 During the enquiry, the mediator shall:
- (a) hear such representations as are made by the Parties to the dispute;
  - (b) mediate between the Parties to the dispute; and
  - (c) encourage the Parties to the dispute to resolve it.
- 26.2.6 Within twenty (20) days of the date of appointment, or such longer period as the Parties may agree upon, the mediator shall submit to the Parties recommendations for resolution of the dispute.

## 26.3 Arbitration

- 26.3.1 If settlement is not reached within sixty (60) days of the date that negotiations commenced, either or both of the Parties may request that any outstanding issues be referred to an Arbitration Board for resolution except that where mediation has been agreed to no request for arbitration may be made until the mediator has submitted recommendations to the Parties.
- 26.3.2 Each Party shall appoint a member to an Arbitration Board within ten (10) days of the date that the request is made for referral to an Arbitration Board.
- 26.3.3 The two members so appointed shall, within ten (10) days of the appointment of the second of them, appoint a third member who shall be the Chair of the Arbitration Board.
- 26.3.4 If, within the required time:
- (a) the recipient of the notice fails to appoint a member of the Arbitration Board; or
  - (b) the two appointees fail to agree on a Chair of the Arbitration Board;

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

- 26.3.5 Where a vacancy occurs in the membership on an Arbitration Board, it shall be filled in the same manner as provided for in respect of the appointment of the member or Chair, as the case may be.
- 26.3.6 No person shall be appointed as a member of an Arbitration Board if the person is directly affected by the dispute or if the person has been involved in an attempt to negotiate or settle the dispute.
- 26.3.7 Each Party shall bear the expense of its respective appointee to an Arbitration Board, and the two Parties shall bear equally the expense of the Chair.
- 26.3.8 The Parties shall communicate to an Arbitration Board the items for arbitration and those which have been settled.
- 26.3.9 As soon as possible after an Arbitration Board is designated it shall, after serving sufficient notice on all Parties, proceed to make full enquiry.
- 26.3.10 An Arbitration Board may only consider, and an arbitral award may only deal with, those matters which are negotiable and which have been referred to the Arbitration Board for resolution.
- 26.3.11 An Arbitration Board shall not entertain or introduce any items for arbitration other than those already under consideration by the Parties.
- 26.3.12 An Arbitration Board shall have the power to determine its own procedures, but shall give full opportunity to the Parties to present evidence and to be heard, holding such meetings and discussions as it may consider necessary.
- 26.3.13 After making full enquiry and without undue delay and in any event not more than twenty (20) days after the date the items for arbitration are communicated to an Arbitration Board, the Arbitration Board shall make an award which shall be binding on both Parties, and that award shall be communicated, in writing, to the Chair of the Governors and to the President of the Association.
- 26.3.14 The award of a majority of the members of an Arbitration Board, and failing a majority, the award of the Chair, shall be the award of the Arbitration Board.
- 26.3.15 The Arbitration Act does not apply to an arbitration under this Agreement or any award resulting from it.
- (a) No award, proceeding, or decision of an Arbitration Board shall be questioned or reviewed in any court, and no order shall be made, or process entered, or proceedings taken in any court (whether by way of injunction, declaratory judgement, prohibition, quo warranto or otherwise) to question, review, prohibit, or restrain the Arbitration Board in any of its proceedings.
- (b) Notwithstanding sub-section (a), the award, proceeding, or decision of an Arbitration Board may be questioned or reviewed by way of an application for certiorari or mandamus, if an application therefore is filed with the court no later than thirty (30) days after the date of the award, proceedings, or decision of the Arbitration Board.

26.4 Ratification

- 26.4.1 Where the representatives of the Parties reach agreement on all items for negotiation,
- (a) the Governors' representatives shall present and recommend the proposed agreement to the Governors, which shall ratify or reject the agreement;
  - (b) the Association's representatives shall present and recommend the proposed agreement to the membership of the Association, which shall ratify or reject the agreement;
  - (c) the formal ratification of both Parties shall be sought no later than twenty (20) days after the Parties' representatives have signified their acceptance of the proposed agreement.
- 26.4.2 Where an agreement has been reached but not ratified by one or both Parties, collective bargaining shall continue for a period of not more than ten (10) days following the date the agreement is rejected. If an agreement is not reached during that period, either or both of the Parties may request that any issues deemed to be outstanding be referred to an Arbitration Board for resolution pursuant to the provisions of Article 26, Clause 26.3.
- 26.4.3 Where a settlement has been reached and ratified by the Parties, or an arbitration award has been made, the Parties shall incorporate into a collective agreement the following:
- (a) the arbitral award of the Arbitration Board (if applicable); and
  - (b) such other matters as have been agreed by the Parties; and
  - (c) those matters covered by this Agreement for which no changes were proposed.

26.5 Time Periods

- 26.5.1 In the event a period within which, or a date on which, any act or step hereunder is to be taken begins, ends or falls on a Saturday, Sunday or paid holiday, the next business day following such Saturday, Sunday or paid holiday shall be the date on which such period begins or ends, or on which such step or act is to be taken.
- 26.5.2 Where a period of time is prescribed and expressed as a number of days, the period shall be computed as the number of days expressed exclusive of Saturdays, Sundays, and paid holidays.

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

**Article 27**

**Duration of Agreement**

- 27.1 Except as otherwise stated, this Agreement shall take effect on the 1st day of July, 2011, and shall expire on the 30th day of June, 2013, unless notice to commence negotiations is served by either Party pursuant to the provisions of Article 26: Negotiating Procedures. If such notice is served, this Agreement shall continue in effect until a new Agreement is concluded.

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

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

Original Signed

\_\_\_\_\_  
M. Anne Stalker  
Principal Negotiator

Original Signed

\_\_\_\_\_  
Sheila Miller  
Executive Director

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

Original Signed

\_\_\_\_\_  
Elizabeth Cannon  
President

Original Signed

\_\_\_\_\_  
Jonathan Gebert  
Vice-President (Finance and Services)

**Ratified June, 2011**

1. The Governors shall make best efforts to identify issues that relate to the rights of the Association or its members or the terms of the Collective Agreement in respect of any proposed third-party agreements and address these issues in discussion with the Association prior to executing such agreements.
2. The Governors undertake to ensure that any agreement with a third party that relates to the terms and conditions of employment of members of the academic staff shall contain appropriate reference to the Collective Agreement and not be inconsistent with the provisions of that Agreement.
3. The Governors undertake to provide to the Executive of the Association, on a confidential basis, a copy of any third-party agreement referred to in paragraph 1 above as soon as such agreement has been executed, unless such disclosure is prohibited by the *Freedom of Information and Protection of Privacy Act*. Where the Executive of the Association requests that such agreement, or portions thereof, also be made available to the Board of Directors of the Association, the Governors shall not unreasonably withhold consent.

The Parties acknowledge the right of the Governors to contract with third parties in certain circumstances for teaching and other services ordinarily performed by members of the academic staff. These circumstances include, but are not limited to, the following:

- a) in order to integrate members of the professional community into the academic program of a Faculty or Department as part of a continuing affiliation; and
- b) in order to obtain on a limited basis the services of a person who is employed elsewhere or who is self-employed.

The Governors undertake to advise the Association annually as to the number, extent of duties, and value of such contracts.

The Parties agree to appoint representatives to examine the existing practices with respect to contracting out and to report through the Joint Liaison Committee not later than June 30, 2013. In connection with the examination, the Governors agree to share, on a confidential basis, full details of the contracts with third parties, unless such disclosure is prohibited by the *Freedom of Information and Protection of Privacy Act*.

**Letter of Understanding**

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The Parties acknowledge that concerns have been raised about the practice of granting Continuing academic staff appointments in the Faculty of Medicine which are contingent on the continuation of external funding.

The Parties agree to appoint representatives to examine this practice and to report through the Joint Liaison Committee not later than June 30, 2013.

The Parties recognize that this practice occurs only in the Faculty of Medicine.

**Faculties Other than Medicine  
Continuing Appointments  
Contingent on External Funding**

**Letter of Understanding**

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The Parties agree to establish a committee to review the need of the University to make appointments that are contingent on the continuation of external funding in Faculties other than the Faculty of Medicine where this type of appointment is currently in place.

The Parties agree to undertake to complete the above review and report back to the Joint Liaison Committee by June 30, 2013.



Consistent with the commitment to offer teaching opportunities to graduate students under Article 23 the supervision of graduate students in these courses will be recognized as workload for the academics involved in supervision.

Specifically, the Dean/Department Head may weight the course as no less than 1/3 of a half course equivalent, as long as this is applied consistently, unless explicitly addressed in the Faculty Guidelines. If a method of weighting is provided for in the Faculty Guidelines and approved by Faculty Council and the Provost and Vice-President (Academic) the supervision may be weighted at less than 1/3 of a half course equivalent.

The Parties agree that in Fall 2011 they will jointly establish a process to conduct the next steps in the salary equity analysis. The report will be provided to the Joint Liaison Committee no later than June 2013 and will be confidential to the Joint Liaison Committee. The Joint Liaison Committee will determine what to do with the results.

If salaries are adjusted as a result of this process, the impact of the increase will be considered as first call on funding available in the next round of bargaining.

The Parties agree to establish a committee to review Article 21: Redundancy and Article 22: Financial Exigency.

The Parties agree to undertake to complete the above review and report back to the Joint Liaison Committee by June 30, 2013.

The Parties agree to establish a committee to review the interest of the University to offer part-time appointments to those academic staff requesting such as part of their Parenting Leave.

The Parties agree to undertake to complete the above review and report back to the Joint Liaison Committee by June 30, 2013

The Parties recognize the tenure procedures should be part of the Collective Agreement.

The Parties agree to negotiate the procedures related to the tenure and renewal process. The Appointment Promotion and Tenure (APT) Manual shall continue to describe the method by which Heads solicit advice and the criteria upon which tenure decisions shall be based.

The Parties agree to undertake to complete the negotiations by September 30, 2011.

In most undergraduate and graduate programs there is the opportunity for ongoing academic staff to offer one-on-one independent study courses, such as reading or research or thesis supervision courses. In a number of cases, no credit is given for such courses as part of the workload of the academic staff member, yet they are clearly part of the academic program offered by the Faculty. It is recognized that these opportunities for course work with individual academic staff member are a valuable part of the university experience for students, and that academic staff members who are committed to the programs their Faculty offers want the opportunity to offer such courses, but that it is not possible for the University to recognize them as the equivalent of a half-course.

### Optional Courses

In the following circumstances it is agreed that these courses are part of workload but are neither overload nor part of assigned duties under Article 12. In other words, academic staff would report these courses as part of their workload on their annual report and have them considered in the assessment process, but Department Heads/Deans would not have to take them into account when assigning teaching loads.

- (a) The course is entirely voluntary, i.e. it is the academic staff member's choice whether or not they offer such a course and there are no negative consequences for the academic staff member if they do not offer the course.
- (b) Normally, the course is one which is provided under an umbrella calendar course description with decimalized sections for each offering.
- (c) The maximum number of students in the course is two.
- (d) No formal classroom instruction is provided.
- (e) The course is not a mandatory part of the curriculum for students.

In offering such courses, the academic staff member must follow University and faculty regulations; however, no instructor evaluations will be done.

### Mandatory Courses

When the course is mandatory for any student, the participation of the academic staff member is not entirely voluntary. Therefore the above agreement does not apply and the provisions of Article 12 will apply.

When the course otherwise meets the requirements above (i.e. it meets all the requirements other than (e)), the Department Head/Dean must recognize the course in the assignment of duties. However, the Department Head/Dean may weight the course as less than a full half course equivalent under the following circumstances:

1. The Dean/Department Head may weight the course as no less than 1/3 of a half course equivalent, as long as this is applied consistently, unless explicitly addressed in the Faculty Guidelines.
2. The Dean/Department Head may weight the course as less than 1/3 of a half course equivalent if a method for weighting as provided for in the Faculty Guidelines and approved by Faculty Council and the Provost and Vice-President (Academic) is followed.

In both of the above circumstances the Dean/Department Head shall account for these partial half-course equivalents by adding them up over one or more terms or years until they equal a half-course equivalent for which the academic staff member is given credit.

Trial Period

This Memorandum of Agreement is agreed to on a trial basis and will expire on June 30, 2013. It may not be renewed without the explicit agreement of both Parties and is not subject to arbitration.

The Parties agree to establish a joint committee with equal standing to discuss issues regarding Article 12 with a focus on the following.

- Collecting data regarding current academic workloads throughout the University;
- Obtain policy and data from other sources including U15 Universities on a per department or faculty basis;
- Clarifying a process/procedure to follow when implementing Article 12;
- Preparing joint recommendations on the above on or before October 31, 2012 and presenting to the Joint Liaison Committee.

This LOU automatically expires on June 29, 2013 unless the parties agree to extend.

As an exception to Article 26.1.1, either Party may, by notice in writing between October 1, 2012 and November 30, 2012, require the other Party to commence early collective bargaining.



The Parties agree to negotiate the procedures related to the performance assessment process. The Appointment, Promotion and Tenure Manual shall continue to describe the general requirements (i.e. academic criteria) for academic staff (teaching, research (scholarly activity) and service) and the requirements for the ranks.

The Parties agree to undertake to complete the negotiations by December 31, 2011.

***Schedule "A"***

**Salaries and Economic Benefits**

**applicable to**

**Academic Staff Members**

**holding**

**Continuing, Contingent Term, and Limited Term Appointments**

## Salary Scales and Increments 2011 – 2013

| Rank/Salary   | 2011-2012 |         | 2012-2013 |         | Increment Value |
|---|-----------|---------|-----------|---------|-----------------|
|   | min       | max     | min       | max     |                 |
| <b>Assistant Professor</b>  | 66,000    | 104,040 | 66,000    | 106,121 | <b>1,900</b>    |
| <b>Associate Professor</b>  | 77,000    | 115,261 | 77,000    | 117,565 | <b>2,400</b>    |
|   | 115,262   | 135,660 | 117,566   | 138,374 | <b>1,200</b>    |
| <b>Professor</b>  | 93,000    | 140,761 | 93,000    | 143,575 | <b>2,700</b>    |
|   | 140,762   |         | 143,576   |         | <b>2,000</b>    |
| <b>Lecturer</b>   | 56,000    | 74,460  | 56,000    | 75,949  | <b>1,700</b>    |
| <b>Instructor</b>   | 58,000    | 104,040 | 58,000    | 106,121 | <b>1,900</b>    |
| <b>Senior Instructor</b>  | 77,000    | 115,260 | 77,000    | 117,565 | <b>2,400</b>    |
|   | 115,261   | 135,660 | 117,566   | 138,374 | <b>1,200</b>    |
| <b>Assistant Librarian</b><br><b>Assistant Archivist</b><br><b>Assistant Curator</b>                              | 58,000    | 77,520  | 58,000    | 79,070  | <b>1,700</b>    |
| <b>Associate Librarian</b><br><b>Associate Archivist</b><br><b>Associate Curator</b>                              | 69,000    | 94,860  | 69,000    | 96,757  | <b>1,900</b>    |
| <b>(Librarian</b><br><b>Archivist</b><br><b>Curator)</b>  | 77,000    | 115,260 | 77,000    | 117,565 | <b>2,400</b>    |
|   | 115,261   | 135,660 | 117,566   | 138,374 | <b>1,200</b>    |
| <b>Counsellor (Instructor)</b>  | 63,000    | 94,860  | 63,000    | 96,757  | <b>1,700</b>    |
| <b>Counsellor (Professorial)</b>  | 68,000    | 95,880  | 68,000    | 97,798  | <b>1,900</b>    |
| <b>Sr. Counsellor (Instructor)</b><br><b>Sexual Harassment Advisor</b>  | 72,000    | 104,040 | 72,000    | 106,121 | <b>1,900</b>    |
| <b>(Sr. Counsellor (Professorial)</b><br><b>Director, International Centre</b><br><b>Director, Native Centre)</b> | 77,000    | 115,260 | 77,000    | 117,565 | <b>2,400</b>    |
|   | 115,261   | 135,660 | 117,566   | 138,373 | <b>1,200</b>    |

1.3 Salary Adjustment Effective July 1, 2011

1.3.1 Salaries in effect June 30, 2011 shall be increased by 2% effective July 1, 2011.

1.4 Salary Adjustment Effective July 1, 2012

1.4.1 Salaries in effect June 30, 2012 shall be increased by 2% effective July 1, 2012.

1.5 Increment Values

1.5.1 Increment awards shall be calculated using the increment values stipulated in the salary schedule effective July 1 for the rank salary held by the staff member on the immediately preceding June 30.

1.6 Extra Remuneration Payments

1.6.1 Spring and Summer Session

1.6.1.1 The remuneration paid pursuant to Article 12, Clause 12.9 for Spring and Summer Session teaching shall be determined on the basis of the following minimum stipend values:

**Effective July 1, 2011    Effective July 1, 2012**

\$5,930 per half course    \$ 6,049 per half course  
\$11,860 per full course    \$12,098 per full course

1.6.2 The salary rate determined in accordance with Clause 1.7.1.1 may be reduced in cases where a staff member is appointed to teach a very small class as follows:

(a) 2 students = 2/3 of the normal rate;

(b) 1 student = 1/3 of the normal rate.

1.6.3 Overload and Other Additional Duties

1.6.3.1 The minimum stipend values set out in Clauses 1.6.1.1 and 1.6.2 above will also apply where a staff member:

(a) voluntarily assumes additional teaching responsibilities without a corresponding reduction in the staff member's teaching responsibilities in his/her own Faculty; or

(b) voluntarily assumes teaching duties pursuant to Article 12, Clause 12.11.

1.7 Market Supplements

The total value of all Market Supplements in payment in any Faculty shall not exceed 10% of that Faculty's total salary budget for academic staff (excluding Term Certain appointees), except in the case of the Haskayne School of Business where the total percentage is not to exceed 15%.

1.7.1 Medicine

Market Supplements (Medicine) are salary payments made to academic staff members in the Faculty of Medicine in addition to their regular rank salaries. Market Supplements (Medicine) are paid to recruit and retain individual staff members when required due to competitive pressures in the academic market place and/or the high earning capability of clinically qualified personnel.

1.7.2 Non-Medicine

Market Supplements are salary payments made to academic staff members in addition to their regular rank salaries. Market supplements may be paid to attract and retain individual staff members only when competitive pressures in the academic market require such payments.

A Market Supplement shall be paid for a fixed period not to exceed four (4) years, except where:

- a) the market supplement is a component of a Canada Research Chair (CRC) remuneration package. In this case, the term of the market supplement will be the same as the CRC term of appointment to a maximum of seven (7) years;

or

- b) the market supplement is a component of a new academic staff member's remuneration package for recruitment to a tenure track position. In this case, the term of the market supplement will be the same as the Initial Term appointment to a maximum of six (6) years.

1.8 Provost's Salary Adjustment Fund

1.8.1 "Provost's Salary Adjustment Fund" is the operating budget available to the Provost to provide salary increases in addition to the negotiated salary schedule and increment structure in order to retain individual academic staff members when competitive pressures require such payments. These salary increases are known as Academic Salary Adjustments.

1.8.2 Funding shall be provided annually each July 1 to the Provost's Salary Adjustment Fund. The amounts shall be based on the total academic rank salaries from the previous October 1.

1.8.3 Effective July 1, 2011, the annual amount allocated to this fund shall be 0.35% of the total academic rank salaries each year for the duration of this Collective Agreement. The calculation will be provided to the Faculty Association.

1.8.4 The Provost shall establish procedures, in consultation with the Faculty Association, for the award of the Academic Salary Adjustments.

1.8.5 The Provost shall only consider and decide on Academic Salary Adjustments to staff members in accordance with the established procedures.

1.8.6 The unspent funds will be allocated for support of academic staff and the information will be provided to the Faculty Association annually as stipulated in Article 11.

## 2. Benefits

### 2.1 General Matters Concerning Eligibility, Enrolment, Participation, and Exemption

#### 2.1.1 Definitions

The following definitions shall apply in determining eligibility for coverage, where applicable, under University benefit plans:

- (a) "Dependent" means the spouse and/or children of the staff member, as more particularly defined hereinafter.
- (b) "Spouse" means the person to whom the staff member is legally married, or the person with whom the staff member cohabits as domestic partner.
- (c) "Domestic partner" means the person who shares with the staff member the common necessities of life and responsibility for each other's welfare and whom the staff member declares to be his/her domestic partner, provided that such person is over the age of 18 years, has cohabited with the staff member for a minimum of twelve (12) months, is not related to the staff member by blood closer than would bar marriage in the Province of Alberta, and is not legally married.
- (d) "Child" means:
  - i) staff member's biological or adopted child who is unmarried, less than 21 years of age, and is financially dependent upon the staff member for support; and
  - ii) spouse's biological or adopted child who is unmarried, less than 21 years of age, cohabits with the staff member, and is financially dependent upon the staff member or spouse for support;

except that the age limitation shall be "less than 25 years of age" where the child as defined above is in full-time attendance at an accredited educational institution, or has been physically or mentally disabled continuously since before attaining the age of 21.

#### 2.1.2 Benefit Plan Participation / Exemption

2.1.2.1 Participation in the following University benefit plans shall be a condition of employment for all academic staff whose Continuing, Contingent Term, or Limited Term appointment becomes effective on or after July 1, 1984, except where a staff member applies in writing to be exempted from participation in any of the plans and provides evidence that he/she (and his/her spouse and any of their dependent children to be covered) are covered under similar plans through family coverage provided by his/her spouse's employer:

- Group Accidental Death and Dismemberment Insurance
- Extended Health Care
- Dental Care
- Group Life Insurance
- Long-Term Disability Insurance

2.1.2.2 Application for exemption must be received by Human Resources (or must be postmarked if mailed) not later than 30 calendar days (60 calendar days for staff on leave) from the effective date of the first appointment (as defined in Clause 2.1.3).

2.1.2.3 All part-time Continuing, Contingent Term, or Limited Term appointees shall be eligible for the same benefit plans as full-time Continuing, Contingent Term, or Limited Term appointees, on a pro-rated basis.

### 2.1.3 Spouse / Dependent Coverages

2.1.3.1 The following benefit plans provide for coverage to be extended to a staff member's spouse and/or dependent children:

- Group Accidental Death and Dismemberment Insurance
- Alberta Health Care Insurance
- Extended Health Care
- Dental Care

2.1.3.2 Where benefit plan coverage for a staff member is a condition of employment, application in writing for coverage for his/her dependent(s) (which is optional) must be received by Human Resources in person (or must be postmarked if mailed) not later than 30 days (60 days for staff on leave):

- (a) following the date on which the staff member's first appointment at the University entitled him/her to participate in the plan(s); or
- (b) following the date on which such person(s) became eligible dependent(s), whichever is the later, except where subsequent (re)enrolment is provided for in Clauses 2.1.5 and 2.1.6, and except for dependent children who may be enrolled by a covered staff member in the Dental Plan up to the child's third birthday.

### 2.1.4 Eligibility of Dependents Residing Outside of Alberta

2.1.4.1 Academic staff with dependents residing outside Alberta but within Canada shall be allowed to enroll those dependents in the Dental Care plan and the Extended Health Care plan as if the dependents resided in Alberta.

2.1.4.2 Where dependents reside outside of Alberta but within Canada and are enrolled in the provincial health care plan of the province of residency, the academic staff member shall, upon presentation of receipts for the cost of such coverage, be reimbursed for the premium cost of the dependent coverage in the appropriate provincial health care plan. Reimbursement shall be made in arrears on a quarterly basis, and shall not exceed the amount which the Governors would otherwise contribute for dependent coverage under the Alberta Health Care Insurance Plan.

2.1.4.3 The academic staff member shall provide satisfactory proof (such as a sworn declaration) of dependent status of the persons to be covered under this provision at the time coverage is applied for and from time to time thereafter as may be required by the Governors.

2.1.4.4 Dependents eligible for coverage under this provision must be registered in accordance with the provisions of Clause 2.1.3.

### 2.1.5 Eligibility – Change of Status

2.1.5.1 Where a staff member's status changes:

- (a) from single to a spousal relationship; or

(b) from a spousal relationship to single; or

(c) where a staff member becomes eligible for family coverage provided by a spouse's employer;

the staff member shall be granted participation in, or exemption from, the benefit plans provided that the application for participation / exemption is made not later than 30 calendar days after the date of eligibility (60 calendar days for staff on leave).

#### 2.1.6 Eligibility – Participation After Exemption

2.1.6.1 A staff member, his/her spouse, and eligible dependent children who have been exempted from participation pursuant to Clause 2.1.2 shall be eligible to apply for coverage(s) under the University's plans only if the spouse's coverage terminates due to the termination of his/her employment. Under such circumstances, coverage will be made available provided that the staff member

(a) provides proof that the spouse's employment was terminated, or that the spouse is no longer able to obtain coverage from his/her employer, and

(b) provides proof that the spouse, and staff member / dependent children if applicable, were covered under the spouse's employer's plan immediately prior to the date on which the spouse's coverage under that plan was terminated, and

(c) makes application for coverage no later than 30 calendar days after the spouse's coverage terminates (60 calendar days for staff on leave).

#### 2.1.7 Late Registration

2.1.7.1 The late registration of a spouse and/or eligible dependent children may be permitted provided that the staff member pays the full cost of the additional premiums involved for retroactive coverage for the period from the date the spouse and/or dependent children became eligible to the actual date of application, or for a period of twelve (12) months, whichever is the shorter period.

2.1.7.2 Retroactive premium payments may, at the staff member's option, be made by payroll deduction in monthly amounts of not less than the equivalent of the monthly premium required for the additional coverage.

2.1.7.3 Where a staff member has full dependent coverage in effect and no additional premiums are required in respect of the late registration of a spouse or dependent child, the coverage shall become effective on the appropriate date following registration of the spouse / child and no retroactive premium or coverage shall apply.

#### 2.1.8 Leaves of Absence / Research and Scholarship Leaves

2.1.8.1 Persons eligible to continue benefit plan coverages while on leaves of absence and research and scholarship leave, at less than full salary will have the option of discontinuing their coverages. Where benefits have been discontinued, coverages will be reinstated automatically on return to full salary, subject to continuing eligibility.



Persons on leaves of absence, research and scholarship leave who are in receipt of full salary shall continue all benefit plan coverages subject only to the staff member's right to discontinue spousal and/or dependent coverages.

#### 2.1.9 Benefits for Staff Members Age 65 and Over

2.1.9.1 The Governors shall provide benefits for staff members age 65 and over which, when combined with benefits provided by the government, shall be equivalent to those which apply to staff members under age 65 in respect of the following plans:

- Group Accidental Death and Dismemberment Insurance (Basic)
- Dental Care
- Extended Health Care
- Group Life Insurance (Basic - first \$100,000 of coverage)

2.1.9.2 Staff members may maintain optional or voluntary benefits acquired before age 65 provided that they continue to make the required premium contributions.

#### 2.1.10 Application to Part-Time Continuing Academic Staff Members

2.1.10.1 Except as otherwise stipulated, the provisions of this Schedule "A" shall apply on a pro rata basis to academic staff members holding part-time Continuing, Contingent Term, and Limited Term appointments. In the case of those benefits for which a premium contribution is made by the Governors, the pro rata calculation shall apply to the premium contribution and not to the level of benefit to which the part-time staff member is eligible.

### 2.2 Group Life Insurance

2.2.1 The maximum basic insurance amount shall be \$200,000.

2.2.2 Basic coverage for each covered employee shall be the greater of \$100,000 or two times his/her regular annual salary rate rounded to the next higher \$1,000 if not already a multiple thereof, subject to the \$200,000 maximum.

2.2.3 The definition of 'disability' for purposes of determining the waiver of premium benefit under the group life insurance plan shall be the definition in the long-term disability plan.

2.2.4 Effective December 1, 2007, each employee shall pay the full premium amount for basic life insurance coverage.

2.2.5 Any changes to the premium rates up to and including \$24 per month for the first \$100,000 of life insurance will be paid by the employee. If the premium for the first \$100,000 of life insurance goes above \$24 per month, the Administration shall negotiate with the Faculty Association the administration of the increase.

2.2.6 If the premium rate goes above \$24 per month for the first \$100,000 of life insurance and the University does not negotiate or the Parties are unable to reach agreement, the University will contribute the premium for the first \$100,000 of life insurance.

2.2.7 The staff member shall pay the full premium cost for any optional coverage under Group Life Insurance to include spouse and dependent children.

## 2.3 Long-Term Disability

2.3.1 The maximum monthly income benefit under the group long-term disability plan shall be \$6,000 per month.

2.3.2 The staff member shall pay the full premium cost.

### 2.3.3 Supplementary Long-Term Disability Benefit

2.3.3.1 The Governors agree to assess each staff member's monthly rank salary at the rate of .0003, and place the proceeds in a special account established for the purpose of paying cost-of-living adjustments to academic staff in receipt of long-term disability payments.

2.3.3.2 The payments will be made by the Governors on behalf of the Association as follows:

- a) The amount of income and waiver benefit which a disabled staff member is receiving in the month of June in any year will be increased commencing with the month of July following, based on the across-the-board adjustment negotiated between Governors and the Association for that academic year for full-time Continuing, Contingent Term, and Limited Term staff;
- b) Payment of cost-of-living adjustment shall at all times be contingent upon the special account having sufficient funds to maintain such payments; payments will terminate if funding is inadequate.

2.3.3.3 The Governors shall provide the Association with an accounting of the fund on an annual basis.

## 2.4 Extended Health Care

2.4.1 The Governors shall pay 100% of the premium costs at the rate in effect on July 1, 2002, plus 50% of any subsequent increase in those costs. Any decrease in premiums will be shared between the staff member and the Governors.

2.4.2 The staff member shall pay the full premium cost for any optional coverage for critical illness.

## 2.5 Dental Care

2.5.1 The Governors shall pay 100% of the premium costs at the rate in effect on July 1, 2002, plus 50% of any subsequent increase in those costs. Any decrease in premiums will be shared between the staff member and the Governors.

## 2.6 Alberta Health Care Insurance

2.6.1 The Governors shall pay 100% of the premium costs at the rate in effect on July 1, 2002, plus 50% of any subsequent increase in those costs. Any decrease in premiums will be shared between the staff member and the Governors.

## 2.7 Group Accidental Death and Dismemberment Insurance

2.7.1 \$100,000 basic coverage.

2.7.2 The Governors shall pay 100% of the premium costs at the rate in effect on July 1, 2002, plus 50% of any subsequent increase in those costs. Any decrease in premiums will be shared between the staff member and the Governors.

## 2.8 Annual Reports of Benefits

2.8.1 The Governors agree to design, produce, and distribute to each academic staff member an annual benefit statement which shall contain information concerning the benefit coverages provided, and the cost or value associated with those coverages. The Governors shall consult with the Association in respect of the form and content of the annual benefit statement.

## 2.9 E.I. Refund

2.9.1 In the January following each year that the University qualifies for an Employment Insurance premium reduction in respect of its registered wage loss plan for academic staff, the Governors shall pay to the Association an amount equal to 5/12 of the relevant premium reduction to be used by the Association solely for the benefit of the members of the academic staff.

## 2.10 Death Benefit

2.10.1 Where a deceased staff member maintained family coverage in any of the following benefit plans, coverage for the surviving spouse and covered dependent children shall be continued at the Governors' expense to the end of the second month after the month in which the staff member's death occurred:

- Alberta Health Care Insurance
- Dental Care
- Extended Health Care

## 2.11 Professional Expense Reimbursement

2.11.1 Each eligible staff member is entitled to receive a Professional Expense Reimbursement to a maximum of \$1,500 for each of the academic years July 1, 2011 to June 30, 2013 subject to the applicable regulations:

- a) Persons who are on research and scholarship leave, professional fellowship leave, or assisted study leave remain eligible. Staff on leave without pay are not eligible during the period of such leave. Where eligibility exists for a portion of the academic year, the reimbursement will be prorated on the basis of the number of months served;
- b) An eligible staff member may submit a maximum of four claims within any one academic year. Such claims may be submitted at any time during the academic year but none of the claims may be for an amount less than \$250, and the last claim must be submitted not later than two (2) months following the end of the academic year, i.e. August 31 (September 30 for a staff member returning from leave);
- c) A staff member may carry forward from the current year an unspent balance to the first and second succeeding years, or beyond, if such further extension is approved by the Vice President (Finance and Services).

2.12 Tuition Fee Remission – Dependent Children

2.12.1 Effective September 1, 2000, the dependent children of an academic staff member (defined in accordance with Clause 2.1.1 of Schedule “A”) shall be eligible for tuition fee remission relating to University of Calgary degree credit courses in which they are enrolled. Subject to the following conditions:

- a) The maximum value of the tuition fee remission for each dependent child in each academic year shall not exceed the equivalent of the basic tuition payable for three half-courses (Faculty of Communication and Culture);
- b) Each dependent child must satisfy all academic admission and registration requirements, pay such other general compulsory fees as are normally assessable to students, and provide evidence that she or he is the dependent child of an academic staff member eligible for tuition fee remission according to this provision;
- c) The academic staff member must continue to hold his or her appointment during all sessions to which the tuition fee remission applies.

2.13 Tuition Fee Remission – Employee and/or Spouse

2.13.1 An academic staff member and his/her spouse (defined in accordance with Clause 2.1.1 of Schedule “A”) shall be eligible for tuition fee remission relating to University of Calgary degree credit courses in which they are enrolled, subject to the following conditions:

- a) The combined maximum value of the tuition fee remission for an academic staff member and/or spouse in each academic year shall not exceed the equivalent of the basic tuition payable for three half-courses (Faculty of Communication and Culture);
- b) Each employee or spouse must satisfy all academic admission and registration requirements, pay such other general compulsory fees as are normally assessable to students, and provide evidence that she or he is an academic staff member or spouse of an academic staff member, eligible for tuition fee remission according to this provision;
- c) The academic staff member must continue to hold his or her appointment during all sessions to which the tuition fee remission applies;
- d) The academic staff member shall be eligible to apply the tuition fee remission benefit to courses offered through University of Calgary Continuing Education (credit or non-credit courses) in respect of the academic staff member only;
- e) The academic staff member shall be eligible to apply the tuition fee remission benefit to degree courses taken for audit in respect of the academic staff member only.

2.14 Sick Leave

"Day or days" excludes Saturdays and Sundays.

2.14.1 Casual Illness

2.14.1.1 Casual illness, which is an illness/accident causing a staff member to be absent from work for five (5) consecutive work days or less, is a Departmental matter.

2.14.1.2 An academic staff member who is not otherwise absent from duty, and who is prevented from performing his/her regular duties and responsibilities as a result of the illness of his/her spouse or dependent children, shall be permitted to utilize one (1) day of casual illness entitlement for the purpose of making arrangements for the care of the person who is ill. This provision may be used on not more than three (3) occasions in each year of employment.

2.14.1.3 Staff members shall advise their Department Head as soon as possible when absent from work due to casual illness.

2.14.1.4 During a period of casual illness, a staff member will be entitled to full salary and benefits.

2.14.2 General Illness

2.14.2.1 General illness is an illness/accident which causes a staff member to be absent from work for more than five consecutive days.

2.14.2.2 Staff members shall advise their Department Head as soon as possible when they will be absent from work for more than five consecutive days due to illness.

2.14.2.3 It is the responsibility of the Department Head concerned to report, in accordance with procedures established by the President, when a staff member is absent from work due to general illness.

2.14.2.4 During a period of general illness, a staff member will be entitled to benefits as follows:

a) 60 work days payable at 100% of normal salary; and

b) 60 work days payable at 70% of normal salary;

but in no case shall the benefit payable for any one period of general illness exceed 120 consecutive work days or six months, whichever is the shorter period.

University contributions to employee benefit plans will continue.

2.14.2.5 Application

a) A staff member on general illness leave shall be paid at 100% of normal salary for each work day absent according to the number of days shown in the above schedule and at 70% of salary thereafter. Immediately upon return to work those days paid at 100% of salary shall be reinstated for future use at 70% of salary, and any days used at 70% of salary shall be reinstated at 70% of salary. A staff member shall always have 120 workdays available for any one period of general illness.

- b) Upon commencement of a new year of service, a staff member shall be entitled to the illness leave specified in the above schedule for his/her new year of service. However, if a staff member is on general illness at the commencement of a new year of employment, entitlements continue from the prior year of employment, and illness leave entitlements for the new year of employment are not credited to the staff member until he/she returns to active work for a period of not less than twenty (20) consecutive working days.

## 2.15 Paid Holidays

2.15.1 Academic staff members shall not be required to work, and shall receive pay at their regular rate whether or not they work, on any day which is designated by the Governors as a paid holiday. The days so designated shall consist of at least the following:

- New Year's Day
- Alberta Family Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- 3 designated days between Christmas Day and New Year's Day

2.15.2 The foregoing paid holidays shall be observed on dates established by the Governors, consistent with the University's academic calendar and the dates of observance applicable to other University employee groups.

2.15.3 An academic staff member shall be excused from his/her regular duties and responsibilities without loss of salary or benefits for half a day during the period of Stampede, provided arrangements satisfactory to the academic staff member's Dean or administrative equivalent are made. However, no entitlement in respect to the Stampede holiday shall apply to any staff member who is on vacation, sick leave, Workers' Compensation, or any other leave during the period of the Stampede.

## 2.16 Annual Vacation

2.16.1 For purposes of these provisions, the employment year is a twelve (12) month period commencing July 1.

2.16.2 An academic staff member is entitled to 22 working days of vacation with full salary and benefits after eleven (11) months of continuous full-time service within each employment year.

2.16.3 An academic staff member shall be entitled to one (1) additional work day of vacation for each completed year of full-time continuous service beyond ten (10) years as a Continuing, Contingent Term, or Limited Term appointee, to a maximum of eight (8) additional work days of vacation.

2.16.4 Where a continuing academic staff member's entitlement to vacation is based on less than 11 months of continuous full-time service within an employment year, the staff member's entitlement to vacation for that employment year shall be determined on a pro rata based on the number of months of full-time continuous service to May 31.

2.16.5 Salary will not be paid to a continuing academic staff member in lieu of vacation entitlement.

- 2.16.6 Entitlement to paid vacation earned to May 31 of an employment year may not be carried forward beyond June 30 of the next year, except that such vacation entitlement not taken prior to the commencement of a research and scholarship leave or professional fellowship leave may be carried forward to be taken prior to the beginning of Fall classes immediately following the completion of the research and scholarship leave or professional fellowship leave.
- 2.16.7 Vacation entitlement for academic staff (teaching and research) shall normally be taken between May 1 and the beginning of Fall classes. In all cases, the staff member must notify the Department Head or administrative equivalent of the scheduled dates and duration of the planned vacation prior to commencement. Other arrangements may be made with the consent of the Department Head, subject to the approval of the Dean.
- 2.16.8 Academic staff (administrative and professional) may take their vacation entitlement at any time during the year with the consent of the Department Head, subject to the approval of the Dean or administrative equivalent.
- 2.16.9 All vacation in excess of five (5) consecutive work days shall be reported to the Provost and Vice-President (Academic), unless they are taken within the period from Spring Convocation to August 31.
- 2.17 Paid Vacation Entitlement – Termination
- 2.17.1 This provision applies to the termination, other than by reason of death, of members of the academic staff holding Continuing, Contingent Term, or Limited Term appointments as defined in the *APT Manual*.
- 2.17.2 An academic staff member is expected to take his/her full entitlement to paid vacation prior to termination. Except where the fulfilment of University duties precludes a staff member from taking his/her full entitlement, pay in lieu will not be permitted.
- 2.17.3 Upon termination, an academic staff member shall, subject to the provisions of Clause 2.17.4, receive pay in lieu of vacation entitlement earned but not taken for the current academic year and the immediately preceding academic year.
- 2.17.4 An academic staff member who resigns without providing at least four (4) months' written notice of resignation to the President, and whose resignation is effective on a date between September 1 and Spring Convocation, shall receive pay in lieu of vacation entitlement as follows:
- (a) for the current academic year - pay at the rate of 4% of the staff member's regular pay for the period of service in respect of which the unused vacation entitlement has accrued; and
  - (b) for the immediately preceding academic year - pay in lieu of vacation entitlement earned but not taken.
- 2.18 Self-Funded Leaves
- 2.18.1 The Governors agree to establish a self-funded leave plan for the purpose of permitting a Continuing, Contingent Term, or Limited Term academic staff member to fund a leave of absence without pay through salary deferrals.

2.18.2 Terms of the leave plan shall be consistent with prevailing Income Tax and Pension Plan Regulations and shall include the following provisions:

- a) The leave of absence shall be for a period of not less than one year, and must commence immediately after a period of salary deferral, which does not exceed six years from the date on which the deferrals for the leave commenced;
- b) The amount of salary deferred by the staff member in any one year shall not be less than 20% and not greater than 30% of the staff member's regular salary for that year; changes in the amount of salary to be deferred may be made only at the commencement of a contributory year;
- c) No salary payments will be made by the University to the staff member during the period of leave, other than the amounts which were deferred prior to the commencement of the leave;
- d) Interest income on the amounts deferred by a staff member shall be paid to the staff member at the end of each year;
- e) A staff member must return to his/her regular employment after the leave of absence for a period that is not less than the period of his/her leave.
- f) If the staff member does not take a scheduled leave of absence, all amounts held for his/her benefit under the self-funded leave plan shall be paid to him/her in the first taxation year following the deferral period;
- g) A self-funded leave shall be considered a leave of absence without pay and shall be subject to the applicable General Provisions contained in Article 18: Leaves;
- h) An approved application for a self-funded leave of absence shall be binding on both the Governors and the staff member;
- i) Unless otherwise approved by the Provost and Vice-President (Academic), a self-funded leave of absence may not be taken contiguously with a research and scholarship leave or professional fellowship leave or any other form of paid or unpaid leave;
- j) A self-funded leave shall not count as qualifying service for a research and scholarship leave or professional fellowship leave;
- k) The period of deferral must commence not less than three (3) years prior to the date on which the leave of absence is to begin;
- l) All investment charges and administrative costs shall be borne by the plan's participants.

## 2.19 Travel Fund for Research and Scholarship Leave or Professional Fellowship Leave

2.19.1 A staff member who undertakes a research and scholarship leave or professional fellowship leave involving a sojourn of no less than four months outside the Province of Alberta, shall be eligible for reimbursement for actual travel, accommodation, and food expenses incurred on his/her own behalf outside Alberta, to a maximum of \$2,000 in respect of any one research and scholarship leave.



2.19.2 All travel must be completed within the research and scholarship leave period, but the time spent outside of the Province of Alberta need not be taken in one consecutive period.

2.20 Self-Funded Research Grants

2.20.1 The Governors have implemented a self-funded Research Grants Program (October 1993), which allows staff members to direct a portion of their salary to support a research project. Terms of reference are available from the Research Services Office.

2.21 Pension Contributions for Prior Service as a Sessional Instructor

2.21.1 Where a staff member has prior service with the University of Calgary as a Sessional Instructor, and the staff member subsequently establishes such prior service as pensionable service under the Universities Academic Pension Plan, the Governors shall pay the employer's contribution plus interest, with respect to each prior service appointment as a Sessional Instructor:

- a) which was for a total duration of greater than six (6) consecutive months; and
- b) which involved duties to the extent of six (6) half-course equivalents or more.

2.22 Reduced Duties Leading to Retirement

The following arrangements are effected in order to facilitate planning and to accommodate requests for reduced assignment of duties leading to retirement.

2.22.1 An academic staff member holding a Continuing, Contingent Term, or Limited Term appointment who proposes to retire from the University on the date named by the staff member (in accordance with the provisions of Appendix B.2 of the *APT Manual*) will be eligible to apply for reduced assignment of duties, i.e. leave without pay (LWOP) from a portion of duties, immediately preceding the specified retirement date, as further described in the following Clauses.

2.22.2 The reduced assignment of duties shall be one of the following options:

| <b>Option</b> | <b>Extent of Reduced Duties</b>                          | <b>Duration</b>   | <b>Basis of Salary</b>   |
|---------------|--|-------------------|--------------------------|
| A             | 50% of duties (1/2 LWOP)                                 | 2 years           | 1/2 salary               |
| B             | 66 2/3% of duties (1/3 LWOP)                             | 3 years           | 2/3 salary               |
| C             | 75% of duties (1/4 LWOP)<br>AND 50% of duties (1/2 LWOP) | 2 years<br>1 year | 3/4 salary<br>1/2 salary |
| D             | 75% of duties (1/4 LWOP)                                 | 4 years           | 3/4 salary               |

2.22.3 During the period of reduced assignment of duties, provided that the staff member elects to continue coverage, the Governors shall pay the full employer's share of required premium contributions for the following benefit plans as if the staff member were on full pay:

- Alberta Health Care Insurance
- Extended Health Care

- Dental Care
- Group Accidental Death and Dismemberment Insurance
- Group Life Insurance
- Long-Term Disability

This paragraph shall apply notwithstanding Article 18, Clause 18.1.17.

- 2.22.4 Subject to the provisions of the Universities Academic Pension Plan, the staff member may elect to establish the LWOP period as pensionable service under that Plan, in which case the Governors shall contribute both the required employer's share and the employee's share applicable to the LWOP period.
- 2.22.5 Except as noted in Clause 2.22.3 above, the provisions of Article 18, Clause 18.1, respecting applications for leave will apply to arrangements for reduced assignment of duties. Each case will require approval by the Provost and Vice-President (Academic) upon the recommendation of the appropriate Dean. In the event of a negative recommendation from the Dean, the staff member may appeal to the Provost and Vice-President (Academic). The decision of the Provost and Vice-President (Academic) shall be final. Approval will not unreasonably be withheld.
- 2.22.6 Once a leave agreement for reduced assignment of duties and election to retire is concluded between the staff member and the Governors, the agreement cannot be amended or rescinded, except by mutual agreement between the Parties to this Agreement.
- 2.23 Post-retirement Employment of Academic Staff
- 2.23.1 An academic staff member who has retired from a Continuing, Contingent Term or Limited Term appointment may be re-employed as academic staff with a Retired Short-term appointment for a period of up to three years. [retired – must have reached age 55, resigned from Continuing, Contingent Term or Limited Term appointment and receiving pension payments from the UAPP]
- 2.23.2 Post-retirement employment shall normally be used for teaching or administrative duties.
- 2.23.3 Remuneration shall be paid on a half-course equivalent basis, with the minimum rate established in Schedule "B".
- 2.23.4 Individuals are not entitled to participate in the benefit plans but shall receive 4% in lieu of benefits and 4% in lieu of vacation.
- 2.24 Universities Academic Pension Plan (UAPP)
- 2.24.1 The Parties have agreed to participate in the Universities Academic Pension Plan (hereinafter referred to as "the UAPP") established by the Universities Academic Pension Plan Sponsorship and Trust Agreement, including the Plan Text (hereinafter referred to as "the Sponsorship and Trust Agreement").
- 2.24.2 With respect to the contribution rates established by the Board of Trustees of the UAPP, the Governors will pay 50% for each academic staff member who is eligible to participate in the UAPP and each academic staff member in the UAPP will pay 50%.
- 2.24.3 In the event of a conflict between the Sponsorship and Trust Agreement and the Collective Agreement, the terms of the Sponsorship and Trust Agreement shall prevail.

2.24.4 Except for disputes over the payment of contributions required pursuant to 2.24.2, the Grievance and Arbitration provisions in Article 24 of the Collective Agreement do not apply to the UAPP and no action respecting the UAPP or any disputes relating to the UAPP will be the subject of grievance and arbitration under the Collective Agreement. All disputes between the Governors and the Association or the staff member will be resolved by the procedure specified pursuant to the Sponsorship and Trust Agreement or by applicable law.

2.25 Flexible Spending Account

2.25.1 Effective July 1, 2011, and on each subsequent July 1, the Governors will contribute eight hundred dollars (\$800) for each eligible full-time staff member and a prorated amount not less than four hundred dollars (\$400) for each eligible part-time staff member into a Flexible Spending Account.

**Letter of Understanding Compensation (excluding Rank Salary and Market Supplement)**

1. The Parties agree that any compensation other than rank salary and market supplements shall be offered in accordance with this Memorandum of Agreement (MOA). The Governors also agree that any new form of salary modifier shall be considered compensation and offered in accordance with this MOA.
  2. The Parties recognize that funding arrangements for academic staff members are changing and it is important for the University to remain competitive.
  3. The University's total compensation covered by this MOA shall not exceed 5% of the University's total salary budget for academic staff (excluding Term Certain appointees).
  4. An individual academic staff member's compensation covered by this MOA shall not exceed \$100,000.
  5. If compensation covered by this MOA is paid to an individual academic staff member, this information will be provided to the Faculty Association on the data mart.
  6. The Governors will provide details to the Faculty Association, in accordance with the following template on a timely basis.
- 

Template

Program: \_\_\_\_\_  
Name (if applicable): \_\_\_\_\_  
Eligibility: \_\_\_\_\_  
Payment Type: \_\_\_\_\_  
Time Period: \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_  
\_\_\_\_\_  
Process – Recommendation/Approval: \_\_\_\_\_  
\_\_\_\_\_  
Administrative Overhead: Yes \_\_\_\_\_ No \_\_\_\_\_  
Information Provided to Faculty Association: \_\_\_\_\_  
\_\_\_\_\_

The Parties agree to participate in a committee to review the feasibility and need for a supplemental pension plan option.

The Parties agree to undertake to complete the above review and report back to the Joint Liaison Committee by December 15, 2012.

1. The Parties agree to participate in a committee representative of all staff groups to review alternatives to the current program of staff benefits. This committee shall assess:
  - (a) the desirability of consistent benefit coverage across the staff groups,
  - (b) the effectiveness of resources committed to staff benefits in addressing the needs of staff,
  - (c) the optimal flexibility for the program,
  - (d) the costs of staff benefits and whether they can be managed within agreed-upon limitations.

The Parties undertake to complete the above review in time to allow negotiation of proposed changes to benefit plan design to be effective July 1, 2013, or if substantial new funding is required, the start of the next Collective Agreement.

2. The Parties agree to provide an interim report to the Vice-President (Finance and Services) and the President of the Faculty Association by July 1, 2012.
3. In managing the program of academic staff benefits, the Governors agree not to implement any substantial changes which would reduce the benefits to academic staff members without the agreement of the Association.

***Schedule "B"***

**Salaries and Economic Benefits**

**applicable to**

**Academic Staff Members**

**holding**

**Term Certain Appointments**

**Salaries and Benefits - Term Certain Instructors**

1. Salaries

1.1 Subject to Clause 2, a Term Certain staff member appointed pursuant to Article 23 shall be paid at a salary rate per half-course equivalent, which is at least the following:

Minimum Salary Rate Effective as follows:

|        | <b>July 1, 2011</b> | <b>July 1, 2012</b> |
|--------|---------------------|---------------------|
| Base   | \$5,930             | \$6,049             |
| Step 1 | \$6,066             | \$6,187             |
| Step 2 | \$6,201             | \$6,325             |
| Step 3 | \$6,336             | \$6,463             |
| Step 4 | \$6,471             | \$6,601             |
| Step 5 | \$6,607             | \$6,739             |

1.2 The staff member's salary shall be the salary rate multiplied by the number of half-course equivalents which comprise the full extent of the staff member's duties.

1.3 The salary rates indicated in Clause 1.1 are the minimum amounts only; higher salaries may be paid.

1.4 The salary rate determined in accordance with Clauses 1.1 and 1.2 may be reduced in cases where a Sessional Instructor is appointed to teach a very small class as follows:

a) 2 students = 2/3 of the normal rate;

b) 1 student = 1/3 of the normal rate.

1.5 A staff member shall not be paid less than he or she received for teaching the same course or courses offered by the same Faculty or Department in a previous year.

2. Step Increases

2.1 The salary of a Term Certain staff member whose appointment continues or is renewed, shall be increased at intervals not exceeding the completion of eight (8) half-course equivalents, subject to satisfactory performance of duties, by at least \$130 per half-course equivalent.

2.2 The maximum number of step increases is five (5).

2.3 The letter of appointment shall indicate the step from base to 5.



### 3. Paid Holidays

3.1 Academic staff members shall not be required to work, and shall receive pay at their regular rate whether or not they work, on any day which is designated by the Governors as a paid holiday. The days so designated shall consist of at least the following:

- New Year's Day
- Alberta Family Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- 3 designated days between Christmas Day and New Year's Day

3.2 The foregoing paid holidays shall be observed on dates established by the Governors, consistent with the University's academic calendar and the dates of observance applicable to other University employee groups.

3.3 An academic staff member shall be excused from his/her regular duties and responsibilities without loss of salary or benefits for half a day during the period of Stampede, provided arrangements satisfactory to the academic staff member's Dean or administrative equivalent are made. However, no entitlement in respect to the Stampede holiday shall apply to any staff member who is on vacation, sick leave, Workers' Compensation, or any other leave during the period of the Stampede.

### 4. Benefits

Where the total duration of an appointment is greater than six (6) consecutive months, and the extent of duties is six (6) half-course equivalents or more, the Governors shall provide paid sick leave as follows:

#### 4.1 Paid Sick Leave

"Day or days" excludes Saturdays and Sundays.

#### 4.1.2 Casual Illness

4.1.3 Casual illness, which is an illness causing a staff member to be absent from work for five (5) consecutive work days or less, is a Departmental matter.

4.1.4 An academic staff member who is not otherwise absent from duty, and who is prevented from performing his/her regular duties and responsibilities as a result of the illness of his/her spouse or dependent children, shall be permitted to utilize one (1) day of casual illness entitlement for the purpose of making arrangements for the care of the person who is ill. This provision may be used on not more than three (3) occasions in each year of employment.

4.1.5 Staff members shall advise their Department Head as soon as possible when absent from work due to casual illness.

4.1.6 During a period of casual illness, a staff member will be entitled to full salary and benefits.

4.1.7 After five (5) consecutive days of casual illness, in lieu of regular salary, the staff member shall be entitled to receive sick pay at the rate of \$1,000 per month for the duration of the

illness, or for the duration of the appointment, or to a maximum of six (6) months, whichever first occurs.

5. Payment In Lieu of Benefits

5.1 The Governors shall provide payment in lieu of benefits at the rate of 4% of salary for all Term certain appointees (excluding those who elect benefit coverage under the LOU Grandparenting Term Certain Benefits).

5.2 Payment in lieu of benefits shall be added to each salary payment.

6. Payment In Lieu of Vacation

6.1 Term Certain appointees shall receive pay in lieu of vacation entitlement in the amount of 4% of salary, added to each salary payment.

7. Professional Expense Reimbursement

7.1 The Governors shall provide reimbursement of eligible expenses to a maximum of \$150 per half-course equivalent of duties, not to exceed \$1,500 per academic year, to all Term Certain appointees.

8. Cancellation Fee

8.1 The cancellation fee referred to in Article 23, Clause 23.8.2, shall be \$500 per half-course equivalent.

8.2 The cancellation fee shall only apply to that portion of the duties, which were scheduled to coincide with the commencement of the appointment term, and shall not apply to duties which were scheduled at a later date in the appointment term.

9. Universities Academic Pension Plan (UAPP)

9.1 The Parties have agreed to participate in the Universities Academic Pension Plan (hereinafter referred to as "the UAPP") established by the Universities Academic Pension Plan Sponsorship and Trust Agreement, including the Plan Text (hereinafter referred to as "the Sponsorship and Trust Agreement").

9.2 With respect to the contribution rates established by the Board of Trustees of the UAPP, the Governors will pay 50% for each academic staff member who is eligible to participate in the UAPP and each academic staff member in the UAPP will pay 50%.

9.3 In the event of a conflict between the Sponsorship and Trust Agreement and the Collective Agreement, the terms of the Sponsorship and Trust Agreement shall prevail.

9.4 Except for disputes over the payment of contributions required pursuant to 9.2, the Grievance and Arbitration provisions in Article 24 of the Collective Agreement do not apply to the UAPP and no action respecting the UAPP or any disputes relating to the UAPP will be the subject of grievance and arbitration under the Collective Agreement. All disputes between the Governors and the Association or the staff member will be resolved by the procedure specified pursuant to the Sponsorship and Trust Agreement or by applicable law.

**Note:** *Appendix A4 of the UAPP plan text, Term Certain appointees are required to join the UAPP when:*

*A.4.03(b) An Employee who is employed on a temporary basis shall become a Member of the plan when:*

- (i) the Employee has contiguous terms of appointments (without any break between the appointments) which total at least two years; and*
- (ii) the Employee has earned in respect of the Employee's employment with the University of Calgary at least 35% of the YMPE in each of the two consecutive calendar years immediately prior to the date the Employee has met the condition in clause (i) above;*

The Parties acknowledge that certain courses offered by the Department of Music are unique to that Department and require one-on-one instruction.

The Provisions of this Memorandum of Agreement shall apply to Sessional Instructors appointed to provide one-on-one musical instruction in the Department of Music ("the Musicians"), notwithstanding the provisions in Article 23: Term Certain Appointments – Sessional Instructors and the applicable Schedule of Salaries and Economic Benefits.

Unless modified by this Memorandum of Agreement or mutual agreement of the Parties, the extent of the Musicians who provide one-on-one musical instruction in the Department shall be determined on the basis of Article 1.6.2 of Schedule "A" of the Collective Agreement.

1. The extent of duties of the Musicians who provide one-on-one musical instruction in the Department of Music, shall be determined on the basis of the following formula: six (6) students, each with a one-hour lesson per week for one term (13 weeks) shall be the equivalent of one half-course (1.0 HCE).
2. The extent of duties shall determine the Step Increases, Professional Expense Reimbursement, and any other applicable terms of the Collective Agreement except determination of salary.
3. The salary rate for the Musicians shall be determined on the basis of the following formula:  
# of students x 13 one-hour lessons x rate per hour.
4. The minimum salary rate shall be:

| <u>Effective Date</u> | <u>Minimum Salary Rate</u> |
|-----------------------|----------------------------|
| July 1, 2011          | \$76.03 per hour           |
| July 1, 2012          | \$77.55 per hour           |

5. Attendance of the Musicians at recitals or other performances as required by their assigned duties shall be compensated in addition to, and at the same hourly rate as, the one-on-one instruction.
6. The Musicians shall also be paid the specified amounts in lieu of benefits and vacation.

1. Where a Term Certain staff member eligible to participate in University benefit plans (i.e. the total duration of the appointment is greater than six (6) consecutive months, and the extent of duties is six (6) half-course equivalents or more), the appointee shall be entitled to continuous coverage throughout the duration of his or her appointment, including layoff periods.

The benefit plans included are:

- Group Life Insurance
  - Alberta Health Care
  - Extended Health Care
  - Dental Care
  - Group Accidental Death and Dismemberment Insurance
2. At the request of the staff member, the staff member's portion of the annual premium cost, including the layoff periods, will be deducted in equal instalments from the staff member's monthly salary cheque.
  3. A staff member may elect to discontinue participation in the following plans during layoff periods and subsequently re-enrol when his or her period of specified duties resumes:
    - Group Life Insurance
    - Alberta Health Care
    - Group Accidental Death and Dismemberment Insurance
  4. A staff member may elect to discontinue participation in the Extended Health Care or Dental Care plan (for self or dependents) during a layoff period, but cannot subsequently re-enrol for the duration of his or her appointment.

**Letter of Understanding** **Grandparenting Term Certain Benefits**  
**[for Group Life Insurance, Alberta Health Care, Extended Health Care, Dental Care and Group Accidental Death and Dismemberment Insurance]**

To be in effect until June 30, 2013 (to coincide with the Sessional Review), Term Certain (sessional) instructors on the benefit plan effective June 30, 2007 will be eligible to participate in the benefit plan for the duration of their Term Certain appointment, including entitlement to other benefits during a period of sick leave and not receive payment in lieu of benefits in Schedule "B", Clause 4.

Term Certain (sessional) instructors who previously participated in the benefit plan and meet the qualification criteria of the total duration of the appointment being greater than six (6) consecutive months, and the extent of the duties being six (6) half-course equivalents or more, will be eligible for benefit coverage, including entitlement to other benefits during a period of sick leave and not receive payment in lieu of benefits in Schedule "B", Clause 4.

A Term Certain staff member may decline these benefits and instead receive a 4% payment in lieu of benefits. Anyone choosing this option will not be eligible for benefits in the future.

The Parties agree to review Article 23, Schedule B and other associated Term Certain issues by December 31, 2011.