



## Memorandum of Agreement

between

the Governors of the University of Calgary  
("Governors")

and

the University of Calgary Faculty Association  
("Association")

## Collective Bargaining

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This Memorandum of Agreement represents the agreement made between the parties, subject to ratification.

- 1) Term of the collective agreement (Article 27):
  - July 1, 2017 - June 30, 2019.
  
- 2) Across-the-board increase (Schedule A, Article 1.3.1 and Schedule B, Article 1.1):
  - July 1, 2017: 0.0%;
  - July 1, 2018: 0.0%.
  
- 3) An LOU with a Comparator Agreement Clause:
  - The comparator agreements are the provincial collective agreements listed below:
    - i) In Year One (July 1, 2017 to June 30, 2018);
      - (1) the Government of Alberta and AUPE, Locals 1, 2, 3, 4, 5, 6 and 12
    - ii) In Year Two (July 1, 2018 to June 30, 2019);
      - (1) the Government of Alberta and AUPE, Locals 1, 2, 3, 4, 5, 6 and 12;
      - (2) the University of Calgary and AUPE;
      - (3) the University of Alberta and AASUA, as it relates to full-time on-going academic staff.

- If a general across-the-board salary increase for a comparator agreement exceeds 0%, the general across-the-board salary increase negotiated under that comparator agreement will be applied to academic staff members holding Continuing, Contingent Term and Limited Term Appointments (Schedule A, Article 1.3.1) and Sessional Appointments (Schedule B, Article 1.1);
  - If more than one general across-the-board salary increase percentage for a comparator agreement exceeds 0%, the highest such general across-the-board salary increase will be applied to academic staff members holding Continuing, Contingent Term and Limited Term Appointments (Schedule A, Article 1.3.1) and Sessional Appointments (Schedule B, Article 1.1);
  - This LOU will expire on June 30, 2019 and will not be extended beyond that date;
  - This LOU will not apply to any general across-the-board salary percentage increase in any comparator agreement ratified before the ratification of this Agreement or after December 31, 2018.
- 4) Research and Scholarly Leaves (Article 16), for RSLs beginning on or after July 1, 2018:
- First RSL granted after tenure will be at 100% salary; this first RSL is only available to staff members who apply for and receive tenure through the processes under this Collective Agreement and not to those who are appointed with tenure;
  - 6-month RSL based on 3 years of qualifying service and 12-month leaves based on 6 years of qualifying service will be at 87.5% of salary;
  - 6-month RSL based on 6 years qualifying service will remain at 100% salary  
NOTE: Any academic staff member who has received approval for a 6-month RSL at 100% of academic rank salary on the basis of 6 years of qualifying service to begin on or after July 1, 2018 may, at their option, elect to change it to a 6-month RSL at 87.5% of academic rank salary based on 3 years of qualifying service. The academic staff member exercising this option must advise their Dean in writing no later than May 31, 2018.
  - The Governors will report annually to the FA the number of RSL applicants considered by the Dean, the number of applicants approved by each Dean. For departmentalized faculties, the report will include the departments of each applicant;
  - RSL Retirement Program available to academic staff members who are sixty (60) years of age or older with at least fifteen (15) years of continuous service (Article 16.21.4).
- 5) Provide computers on a “managed” basis (New, Letter of Understanding):
- Effective September 1, 2018, new computers of the Governors choosing will be provided to all new continuing, contingent term and limited-term academics;
  - Effective September 1, 2018, new computers of the Governors choosing will be provided to existing continuing, contingent term and limited term academics if their current computer is outside the warranty period and if the Governors determine that replacement is needed;

- Academics are eligible to request software pursuant to the University of Calgary Software Distribution procedure found at <https://iac01.ucalgary.ca/SDSWeb/LandingPage.aspx?ReturnUrl=%2fSDSWeb%2fdefault.aspx>;
  - All software usage would be subject to University of Calgary software licenses;
  - When the academic's appointment terminates, the computer provided under this Article must be either returned to the Governors or purchased from the Governors at nominal rate to be determined by the Governors, having regard to fair market value; purchase agreements would be subject to the removal of University of Calgary software as per University of Calgary software licenses;
- 6) For the 2017-2018 academic year, the maximum value of the tuition fee remission for each dependent child shall not exceed the equivalent of the basic tuition payable for three half-courses (Faculty of Arts). Effective 1<sup>st</sup> July 2018, the maximum value of the tuition fee remission for each dependent child in each academic year shall not exceed the equivalent of the basic tuition payable for four half-courses (Faculty of Arts). (Schedule A, Article 2.12.1 a))
  - 7) For the right of first refusal to Sessional Appointees, reduce the eligibility threshold to "seven (7) half course equivalents" (Article 23.12.1). NOTE: this change is effective only for postings made for Fall Term 2018 or later.
  - 8) For the right of first refusal to Sessional Appointees, include half course equivalents taught during Limited Term or Contingent Term appointments as counting towards the eligibility threshold (Article 23.12.1). NOTE: this change is effective only for postings made for Fall Term 2018 or later.

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

- 9) Provide Paid Sick Leave to all Sessionals for Casual Illness (illness causing a Sessional appointee to be absent from work for three (3) work days or less).
- 10) Allow Sessionals to carry-over unspent PER (Schedule B, Article 7):
  - Unspent PER from one contract can be carried over and used during a subsequent contract if the subsequent contract begins within the next academic year after the expiry of the first contract;
  - Unspent PER from the first contract must be used before the expiry of the subsequent contract and cannot be carried over beyond the expiry of the subsequent contract;

- If a Sessional's appointment terminates before its expiry date, unused PER cannot be carried over beyond the termination date.
- 11) Provide a Sessional Travel Fund of \$30,000 per academic year (New in Schedule B):
- A UC committee chaired by the Deputy Provost will decide based on pre-determined eligibility criteria; criteria would include both a benefit to the academic and to the University;
  - An FA rep will sit on the committee;
- 12) Improve the provisions for birth fathers to be the same as adoptive fathers (Article 18.8).
- 13) Starting Easter Monday, 2020, add Easter Monday as a paid holiday (Schedule A, Article 2.15).
- 14) Provide the FA with email addresses for all academic staff (Article 11.2 and 11.3) and home addresses for Continuing, Contingent Term, or Limited Term appointments (Article 11.2).
- 15) Add generic rank categories (Category A, Category B, Category C?) for current and future academic staff members who do not fit into existing streams in Schedule A. The Parties will mutually agree to the salary and merit increment associated with each category.
- 16) Refer other issues to the ARC:
- sick leave process
  - policy consultation process
  - APT/GPC language into the CA
  - investigation process
  - updating/clarifying salary anomaly rules and incorporate current practice
  - updating tenure and promotion rules
  - emeritus/emerita procedures (the LOU in the 2016-2017 CA remains in the 2017-2019 CA)
- 17) Make the following "housekeeping" or minor changes:
- Change Sick Leave to Sick Time (Schedule A, Article 2.14 and Schedule B, Article 4)
  - If the Dean wishes, allow appointment postings to be posted on Faculty Websites, not just on the Department websites (Article 23.5)
  - Update references to "AHFMR"
    - In definition of "Rank Salary" or "Academic Rank Salary" (see Definition (b)): change language from "such as AHFMR prizes" to "such as Alberta Innovates: Health Solutions, or AI:HS (or its equivalent) prizes"
    - In definition of "Compensation" (see Definitions (c)): change language from "AHFMR Research Prizes, and AHFMR dual award research supplements..." to "AI:HS (or its equivalent) Research Prizes, and AI:HS (or its equivalent) dual award research supplements..."

- Change description of limit from “two (2) courses” to “two (2) half-course equivalents” (Article 23.4)
- Change reference from “Article 12.12” to “Article 12.11” (Schedule A, Article 1.4.1)
- Change the timing of the requirement that the Governors pay to the FA the UC’s EI Premium Reduction funds from January to March 31 (Schedule A, Article 2.9.1)
- Add deadline for Tuition Support Applications that aligns with student deadline to drop a course (Schedule A, Article 2.12.1 and Article 2.13.1)
- Clarify that merit increments are determined based on the rank held on July 1 (as per MOA) (Schedule A, Article 1.2(c))
- Add language to Article 26: NOTE: Section 58.7(4) of the *Labour Code* renders Article 26.3 unenforceable to the extent that it “requires disputes that arise during negotiations to be resolved by binding arbitration.” (Article 26.3)
- Change references to *Post-Secondary Learning Act* to *Labour Code*, where appropriate.

For the Governors:

For the Association:

**[original signed]**

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 on behalf of the Governors:  
 Kevin McQuillan  
 Principal Negotiator, Deputy Provost

February 23, 2018  
 Date

**[original signed]**

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 on behalf of the Association:  
 Paul Rogers  
 Principal Negotiator

2018-02-23  
 Date