

COLLECTIVE AGREEMENT**BETWEEN****The Board of Governors of the University of Calgary****AND****The Faculty Association of the University of Calgary****FOR THE PERIOD: July 1, 2024 to June 30, 2028**

The Employer makes these ingoing proposals on a without prejudice basis, and reserves the right to add to, delete, or amend these proposals throughout collective bargaining. These proposals contain all Articles and Letters of Understanding the Employer seeks to put on the table for discussion and/or amendment.

The positions in this proposal are presented as a package and the Employer may amend any part of the package and any and all positions upon non-acceptance.

All items are subject to full and final agreement to all collective agreement provisions.

The Employer reserves the right to propose housekeeping changes throughout the collective agreement and to table proposals at any time during bargaining, and to address matters not known to the Employer at the time of exchanging initial proposals.

The proposals also include an explanation of the proposed amendments to the collective. In all cases, this explanation is immediately proceeded by "**RATIONALE**". At no point is this explanation intended or proposed as potential language to be included in the collective agreement.

Errors and omissions excepted.

Proposed new language is in **bold**, language proposed to be deleted is ~~struck through~~.

The Employer proposes that any provisions of the current collective agreement (July 1, 2022 to June 30, 2024) not addressed by these proposals remain status quo.

Articles, Letters of Understanding and Schedules include in this proposal:

Home page

Preamble

Article 1: Bargaining Unit

Article 5: Technical Clauses

Article 8: Harassment

Article 10: Rights and Privileges of the Association

Article 11: Information

Article 14: Compensation

Article 16: Research and Scholarship Leaves

Article 17: Administrative Leave

Article 18: Leaves

Article 20: Discipline

Article 23: Sessional Appointments

Article 24: Grievance Procedure and Arbitration

Article 26: Negotiating Procedures

Article 27: Duration of Agreement

Article 28: Tenure and Promotion

Article 29: Academic Performance Assessment and Progression Through the Ranks

Article 31: Resignation

Letter of Understanding: Merit Assessment Process

Letter of Understanding: Article 26.3 Arbitration

Schedule "A" Salaries and Economic Benefits applicable to Academic Staff Members holding Continuing, Contingent Term, and Limited Term Appointments

Salary Scales and Increments July 1, 2022 – June 30, 2024

Schedule "B" Salaries and Economic Benefits applicable to Academic Staff Members holding Sessional Appointments

Collective Agreement Between

The Faculty Association
of the University of Calgary

and

The Governors
of the University of Calgary

July 1, 2024 to June 30, 2028

~~July 1, 2022 to June 30, 2024*~~

~~* In June 2022, the Parties ratified a 4-year agreement. In June 2023, the Parties ratified amendments to the Article 29 assessment provisions, inter alia, in the Collective Agreement. This document outlines the terms and conditions in effect from June 26, 2023 — June 30, 2024. The terms and conditions of the 2019/2020 Collective Agreement continued to apply from July 1, 2020 to June 30, 2022.~~



UNIVERSITY OF
CALGARY



THE FACULTY
ASSOCIATION
of the University of Calgary

RATIONALE: *Making the land acknowledgement consistent with the language posted on the University of Calgary webpage.*

Preamble

The University of Calgary is a research-intensive institution committed to discovery, creativity and innovation with aspirations for excellence, achievement, and high academic standards. To this end, the University provides leadership to society and guides the evolution of new ideas that contribute to quality of life for Albertans, Canadians, and people worldwide.

The University values the pursuit and creation of knowledge and diverse knowledge traditions. Striving for scholarly advancement in all disciplines, the University is committed to advancing innovation, discovery, entrepreneurship, and knowledge engagement, to the benefit of our communities. In its commitment to innovative teaching and learning, the University educates the next generation to tackle society's challenges in an increasingly complex world.

By creating and maintaining a positive and productive environment committed to equity, diversity and inclusion, the University promotes a culture where all members have the greatest potential to thrive and welcome the freedom to learn, experience, investigate, comment, critique, and contribute to society locally, nationally, or internationally.

The Board of Governors and the Faculty Association (the "Parties" to this Agreement) are established in accordance with the provisions of the Post-Secondary Learning Act, and the Faculty Association is recognized as a trade union under the Labour Relations Code (Alberta). The Parties desire to work together to encourage and facilitate harmonious and mutually beneficial relations.

The Parties are also committed to ensuring that this Collective Agreement be applied in the spirit of addressing barriers that have been, and continue to be, encountered by all equity-deserving groups including, but not limited to women, Indigenous peoples, visible/ racialized minorities, persons with disabilities, and LGBTQ2S+. In addition, the Parties are committed to a family friendly work environment consistent with the values of the University.

~~The Parties acknowledge the first peoples who inhabited the places where we live and work. For those who work within the City of Calgary, we acknowledge that this is the traditional territories of the people of the Treaty 7 region in Southern Alberta, which includes the Blackfoot Confederacy (comprising the Siksika, Piikani, and Kainai First Nations), as well as the Tsuut'ina First Nation, and the Stoney Nakoda (including the Chiniki, Bearspaw, and Wesley First Nations). The City of Calgary is also home to Métis Nation of Alberta, Region 3.~~

The University of Calgary, located in the heart of Southern Alberta, both acknowledges and pays tribute to the traditional territories of the peoples of Treaty 7, which include the Blackfoot Confederacy (comprised of the Siksika, the Piikani, and the Kainai First Nations), the Tsuut'ina First Nation, and the Stoney Nakoda (including Chiniki, Bearspaw, and Goodstoney First Nations). The City of Calgary is also home to the Métis Nation of Alberta (Districts 5 and 6).

The University of Calgary is situated on land Northwest of where the Bow River meets the Elbow River, a site traditionally known as Moh'kins'tsis to the Blackfoot, Wichîspa to the Stoney Nakoda, and Guts'ists'i to the Tsuut'ina. On this land and in this place we strive to learn together, walk together, and grow together "in a good way."

RATIONALE: Changing reference from “President” to “Provost” in article 1.6.4.1(d) – this properly captures the authority of the Provost.

Article 1: Bargaining Unit

- 1.1 In accordance with the *Post-Secondary Learning Act and Labour Relations Code* (Alberta), 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, Professors (Teaching), Associate Professors (Teaching), Assistant Professors (Teaching), and Sessional Instructors, and any employee of the Governors, other than a Dean or other senior leadership team member, who is the instructor of record for a course offered for degree credit;
 - b) Professional Librarians, Archivists, and Curators in Libraries and Cultural Resources;
 - c) Counsellors in the Student Wellness Services (or any successor organizational unit);
 - d) Heads of Academic Departments and Associate Deans and Assistant Deans of Faculties and any other employee of the Governors, other than a Dean, Vice-Dean Large Faculty, or other senior leadership team member who directs or supervises the work of the academic staff.
- 1.3 For the purposes of this Agreement, persons in ranks and positions not included in Article 1, Clause 1.2, but listed in Schedule “A” are designated academic staff by the Governors and are members of the bargaining unit for as long as such persons continue in their positions.
- 1.4
 - a) The Governors shall notify the Association three (3) months in advance of any proposal to designate or change the designation of categories of employees or individual employees as academic staff members at the University. This timeline may be waived by agreement by both Parties. This notification does not substitute for the consultation required under the *Post-Secondary Learning Act and Labour Relations Code* (Alberta).
 - 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 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 (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 and conferring on the academic staff member either:
 - (i) a Tenure-track appointment, implying that the appointment may be continued for a further term, or may be continued as an appointment with Tenure, or may be allowed to lapse; or
 - (ii) an appointment with Tenure.

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

- b) "Contingent Term appointments" of a specified term of more than twelve months' duration and funded 50% or more from outside the base operating budget of the University, and carrying no implication of renewal or continuation beyond the

specified term. There is no limit on the number of times a Contingent Term appointment may be renewed depending upon the continued availability of specific non-operating funds.

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

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

- d) “Sessional appointments” of a specified term made in circumstances more particularly defined in Article 23 of this Agreement. Sessional appointments carry no implication of renewal or continuation beyond the specified term.
- e) “Retired Short-Term” appointments of a specified term made in circumstances more particularly defined in Schedule “A”, Clause 2.23 of this Agreement.
- f) “Special Limited Term” (spousal) appointments are for a non-renewable one-year term.
- g) Pre-Tenure Track Appointment: This category applies only to appointments in the Cumming School of Medicine where there is a reasonable expectation of a continuing appointment. Pre-Tenure Track appointments are made for five (5) years. Such appointments can be converted to tenure track appointments at any time during the five (5) years by mutual agreement of the individual and the Parties. A conversion to tenure track will occur automatically after five (5) years unless the Head recommends to the Dean that the appointment will be discontinued.

Department Heads must make a recommendation to the Dean no later than the end of the fourth (4th) year of the pre-tenure track appointment. In the case where the Head makes a recommendation to discontinue, the academic staff member may appeal this to the FTPC, following the procedures regarding the renewal of a tenure-track appointment.

- 1.6.1 A Continuing, Contingent Term, Limited Term or Special Limited Term appointment may be full-time or part-time. The appointment shall not be less than half-time. The requirements and expectations for part-time appointments shall be proportionately the same as those described for full-time academic staff.
- 1.6.2 Academic staff members holding Contingent Term or Limited Term appointments of more than twelve months shall normally receive a written decision whether there shall be a renewal of contract, not less than four months before the end of the stipulated period of contract (e.g. March 1).
 - 1.6.2.1 In the case when financial circumstances do not permit the making of a decision four months before, the academic staff member shall be so informed in writing of those circumstances not less than four months before the end of the stipulated period of the contract.
- 1.6.3 Academic staff members holding Sessional appointments of more than six months and up to twelve months shall normally receive a written decision whether there shall be a renewal of contract, not less than three months before the end of the stipulated period of contract.
 - 1.6.3.1 In the case when financial circumstances do not permit the making of a decision three months before, the academic staff member shall be so informed in writing of those circumstances not less than three months before the end of the stipulated period of the contract.
- 1.6.4 Requested Continuing Part-Time Appointment Status
 - 1.6.4.1 An academic staff member whose appointment status is With Tenure may request a part-time appointment without loss of With Tenure status, on the following terms and conditions:
 - a) the request for a change to a requested part-time appointment is initiated in writing by the academic staff member to the Head (or Dean or equivalent);
 - b) such a requested part-time appointment is for a specified term or to retirement;

- c) during a requested part-time appointment, the academic staff member's workload may be reduced through:
 - (i) full-time employment for not less than six months of the academic year, normally to include at least one of the four month periods September – December or January – April; or
 - (ii) part-time employment (but not less than a half-time commitment to the University of Calgary) on a twelve months per year basis.
- d) the academic staff member's duties and responsibilities under a requested part-time appointment, and a statement as to what proportion of the academic staff member's full-time appointment is represented by the requested part-time appointment, and during what period(s) of the year these services shall be rendered, shall be set out in writing and agreed to by the academic staff member and the Head and shall be recommended by the Dean or equivalent to the ~~President~~, **Provost**, for approval.

1.6.4.2 Normally the overall requirements and expectations for requested part-time academic appointments made under this Article shall be proportionately the same as for full-time appointments.

1.6.4.3 A requested part-time appointment pursuant to the above provisions is at the discretion of the Provost and shall be granted only if satisfactory arrangements for teaching, student supervision, and other departmental responsibilities can be made.

1.6.4.4 An academic staff member who has been granted a requested Continuing part-time appointment may return to a Continuing full-time appointment only at the end of the period specified in Article 1.6.4.1 b) or at the discretion of the Provost.

1.7 Tenure Track Appointment:

- a) A tenure track appointment shall end on June 30 and shall not be less than forty-six (46) months or more than fifty seven (57) months. Other appointment lengths may be offered by agreement of the Provost and Faculty Association.
- b) Tenure track staff members are eligible for a two-year renewal of the tenure track appointment if the original tenure track appointment was at the lowest-level rank within that stream
- c) Tenure track appointments may not be made at the rank of Professor or Professor (Teaching). Except in the Cumming School of Medicine, tenure track appointments are not normally made at the rank of Associate Professor.

d) The purpose of a tenure track appointment is to provide a period of mutual appraisal for the University and the academic staff member. The tenure track appointment implies that the University shall give serious consideration to an appointment with tenure.

1.8 An appointment that confers tenure from the date of appointment normally shall be made at the rank of Professor, Professor (Teaching), Librarian, Archivist, Curator or Senior Counsellor with the support of the selection committee. However, a candidate at any other rank who already holds tenure at another university may be considered for an appointment that confers tenure from the date of appointment.

RATIONALE: *This is a common practice in most collective agreements. It should avoid any confusion or conflict over a Faculty Association or Governors' version of the collective agreement, particularly when grievances advance to arbitration – the collective agreement is commonly the first exhibit entered into evidence.*

Article 5: Technical Clauses

5.1 Legislation and the Collective Agreement

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

5.2 Publication of the Collective Agreement

- 5.2.1 The Collective Agreement will be posted on the websites of the Faculty Association and Human Resources.
- 5.2.2 The Governors shall, at the time of appointment, provide each new member of the academic staff with a link to the Collective Agreement.
- 5.2.3 The Governors and the Faculty Association will each pay one-half (1/2) of the cost of printing copies of this Agreement. In the interest of sustainability, the Parties agree to limit the number of copies to an initial printing of XXXX. If it becomes necessary to print additional agreements the Governors and the Faculty Association will agree on the number prior to printing.**

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

RATIONALE: To align the definition of Harassment with the definition set out in the institutional policy. Having multiple definitions is unhelpful when attempting to determine whether harassment has occurred. Should the definition change (likely triggered by a change in legislation and/or significant changes in the common law, the policy consultation in article 32 applies.

We would also like to have a discussion (and reserve our ability to make a proposal) on the use of the Staff Harassment Advisory Committee, set out in Article 8.10.

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, University staff, officer or representative of the Governors, or student shall be subjected to harassment by the Governors, officer or representative of the Governors, the Association, or any member of the Association. The Governors shall prohibit University staff or students from engaging in harassment of members of the academic staff.

8.2 **The University has a Harassment Policy designed to enhance awareness of the rights and responsibilities of individuals subjected to, or who become aware of, harassment. Harassment is defined in the University of Calgary's Harassment Policy.**
8.2 Harassment is:

a) ~~oral, written, or physical behaviour or visual display that, when viewed objectively, is of an abusive nature; or~~

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

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

New Numbering

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

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

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

- 8.6 Nothing in the Harassment Policy shall preclude or diminish the following rights of academic staff members:
- a) The right of respondents and complainants to be advised of their rights to representation prior to and during any discussion, meeting, hearing or other process undertaken pursuant to the Harassment Policy.
 - b) The right of academic staff members of the Association to file grievances regarding harassment in accordance with the provisions of Article 24; and
 - c) The rights or protections of academic staff members in accordance with any of the provisions of this Agreement. Without limiting the foregoing, specific attention is drawn to Article 6 (Academic Freedom), Article 7 (Non-Discrimination), and Article 20 (Discipline).
- 8.7 No action shall be initiated against an academic staff member solely on the basis of an anonymous complaint.
- 8.8 A member of the academic staff alleging harassment or against whom a complaint of harassment has been made shall be entitled to be represented or accompanied by a person appointed for that purpose by the Association and shall be advised as such prior to any meetings.
- 8.9 At least every five (5) years, as part of the University's policy revision process, an Academic Staff Harassment Advisory Committee, chaired by the Senior Advisor, Protected Disclosure and Research Integrity and including one (1) representative appointed by the Association, one (1) representative appointed by the Provost and four (4) representatives jointly appointed by the Association and the Provost will be established. The Association and the Provost may also each appoint one (1) non-voting resource person to the Committee. The Committee will review the Harassment Policy and recommend amendments to the Governors.

RESERVE PROPOSAL: *The Governors would like to discuss Article 10.11.9 and Article 2.9.1 of Schedule "A". Between both articles, the Governors provide the Faculty Association with an approximate amount of \$300,000 annually. We would like to discuss the merits of continuing this practice.*

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.
- 10.9.1 The Governors shall indemnify any academic staff members serving on University committees from claims relating to their involvement on such committees, if the academic staff member acted honestly and in good faith, and within the scope of their duties.
- 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 Academic Planning and Priorities Committee and to any successor committee with a like function.
- 10.10.1 The Governors and the Association shall jointly recommend to the General Faculties Council (GFC) the continuation of Faculty Association voting representation as well as a non-voting resource person on any committee established for review of GFC criteria documents or other matters affecting Articles 28 and/or 29.
- 10.10.2 The Association shall be entitled to appoint one voting academic staff member on any committee established for the search or review of the President, the Provost, the Vice President (Research), a Dean, the Vice Provost (Libraries and Cultural Resources), the Vice Provost (Student Experience), and the Vice Provost (Teaching and Learning).
- 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 a similarly constituted organization, or to the Universities Academic Pension Plan Board of Trustees. Such members shall be treated as officers for the purpose of this Article 10.11.
- 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 automatically be awarded a full PTR increase for the reporting period. Consideration for a OAA shall be in accordance with the provisions of Article 29.
- 10.12 In assessments of members' performance, service to the Association shall be considered as Service for the purposes and processes under Article 28 and 29.
- 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 10.14 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 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 an automatic PTR increase for the reporting period. Consideration for a OAA shall be in accordance with the provisions of Article 29.
- 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.

RATIONALE: Article 29.16.4 provides the Faculty Association access to this information.

Article 11: Information

- 11.1 The Association agrees to respect the confidentiality of personal information and the privacy of individuals and undertakes that information provided pursuant to this Article 11 shall not be published or otherwise used in ways that could result in the identification of individual academic staff members.
- 11.2 The Governors shall provide the Association with access through the University of Calgary's business systems on an ongoing basis to report on the following information for each member of the bargaining unit holding a Continuing, Contingent Term, or Limited Term appointment:
- a) name
 - b) UCID number
 - c) date of birth
 - d) gender
 - e) date of current appointment and service date
 - f) appointment category (Continuing, Contingent Term, Limited Term)
 - g) rank / position
 - h) Department
 - i) extent of duties (full-time, fraction of full-time)
 - j) appointment status (Tenure-track, with Tenure) and term
 - k) approved research and scholarship leave and other leaves
 - l) rank salary
 - m) market supplement
 - n) overload stipends (note that if the overload stipend is not annualized, the period of payment will also be reported)
 - o) PTR and OAA provided as per Article 29
 - p) hospital address (for members of the Cumming School of Medicine)
 - q) any other form of taxable income paid by the university
 - r) home address
 - s) preferred email address
- 11.3 The Governors shall provide the Association with access through the University of Calgary's business systems on an ongoing basis to report on the following information for each contract with a member of the bargaining unit holding a Sessional appointment:
- a) name
 - b) UCID number
 - c) date of birth

- d) gender
- e) term of appointment
- f) department
- g) extent of duties (expressed in half-course equivalents)
- h) approved leaves
- i) salary and period of payment
- j) salary step
- k) any other compensation, excluding administrative honoraria
- l) circumstances for the appointment (as specified in Article 23, Clause 23.2) or if the appointment is post-retirement
- m) home address
- n) preferred email address

11.4 The Governors shall provide the Association in July with a listing of all courses taught for degree credit at the University and the corresponding instructor of record of each section of each course, as recorded in the timetable database, for the preceding academic year.

11.5 The Governors shall provide the Association with the following lists each month showing the name, rank, and Department of academic staff members subject to dues check-off pursuant to Article 9, Clause 9.1:

- a) a complete list of academic staff for that month; and
- b) the changes (additions and terminations) that have occurred during the month and the reasons therefore.

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

11.7 The Governors shall report to the Association on any “Reduced Duties Leading to Retirement” arrangements, including arrangements proposed for reassigning the academic staff member’s duties prior to the date of retirement. Reports will be made case-by-case within thirty (30) calendar days of approval by the Provost. 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
- Death Benefit
- Parenting Leave Top-Up Benefits
- Professional Expense Reimbursement
- Sick Time

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

- 11.9 The Governors shall report any premium adjustment to the Association within one (1) month of being notified of the change.
- 11.10 The Governors shall provide the Association with the following information on each Market Supplement offer within two weeks following the date of acceptance.
- name
 - rank
 - department
 - salary
 - amount of Market Supplement
 - date and duration of Market Supplement
 - reasons for Market Supplement as accepted by the Provost
 - 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.~~

New Numbering

- 11.14 With regard to the Provost Fund, the Provost will provide an annual report in early Fall to the Association listing the amount allocated to the fund; the name, rank, department and amount of adjustment; and the name, rank and department of the proposed adjustments that were not approved; as well as a noting of unspent funds at the conclusion of the academic year.
- 11.15 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.
- 11.16 The Governors will provide in October a list of the results of the tenure and renewal process for the current year and a list of those eligible for tenure or renewal of Tenure-track appointments.
- 11.17 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.
- 11.18 The Governors shall provide the Association with the name of any Sessional staff member that is admitted to and/or removed from the Universities Academic Pension Plan.
- 11.19 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.
- 11.20 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.
- 11.21 The Association shall provide the Governors with the following information:
- a) a copy of each general mailing from the Association to its members that is not deemed to be confidential by the Association - to be sent to the Governors at the same time as the general mailing; and
 - b) a copy of each public statement made by, or on behalf of, the Association - to be provided to the Governors not later than the time the statement is made public; and

- c) lists of the members of the Board of Directors of the Association, the Departmental Representatives, and all other persons authorized to represent the Association - to be provided to the Governors on execution of this Agreement; the Association shall advise the Governors of any subsequent changes in the lists as they occur.

11.22 The Governors shall provide the Association with a report by March 31 of every year including the number of applicants for research and scholarship leave, and the number of applications approved for research and scholarship leave. For departmentalized faculties, the report will include the departments of each applicant.

RATIONALE: *Housekeeping change to avoid confusion with “compensation” as set out in the Definitions.*

Article 14: Compensation Matters

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

RATIONALE: Proposed 16.3.2 reflects a recently agreed upon MOA; 16.4 properly captures the authority of the Provost compared to the President; and 16.24 heading change captures the nature of activity occurring in the language below.

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	90% of staff member's academic rank salary
6 years	12 months	90% of staff member's academic rank salary
6 years	6 months	100% of staff member's academic rank salary

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

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

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

- d) all qualifying service is cancelled;
 - (i) on resignation / termination of employment;
 - (ii) except as provided for in Article 16, Clauses 16.6.1(c) or 17.2, following a 12 month research and scholarship leave, a 6-month research and scholarship leave with maximum assistance based on 100% of the staff member's academic rank salary or an assisted study leave of absence; and
- e) the maximum qualifying service which a staff member may carry forward to be counted as qualifying service for a subsequent research and scholarship leave following the staff member's return to regular duties after a 6-month research and scholarship leave with assistance at less than 100% of the staff member's academic rank salary shall not exceed thirty-six (36) months, unless the research and scholarship leave was delayed as provided for in Article 17.2.

New Numbering

- 16.3.2 **The Provost does have the authority to grant up to a maximum of one (1) year of qualifying service towards RSL credit, only when deemed necessary, and in order to attract and retain academic talent to the University. The prospective academic hire must have achieved one (1) year of qualifying service from their previous institution, in order to be eligible.**
- 16.3.3 The service of a staff member holding a part-time appointment shall accrue qualifying service on a pro-rata basis, subject to 16.3.1.
- 16.4 The **President Provost** 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 Head-equivalent 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.
- 16.4.2.3 The Faculty Council shall determine:
- a) whether or not the Department Head or equivalent is expected to make a recommendation on the applications received, and
 - b) whether all applications gathered by the Department Head or equivalent are to be submitted to the Faculty Research and Scholarship Leave Committee, or only those which are supported by the Head (subject to appeal by the applicant).
- 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 per Article 16.4.2.3:
 - b) consider appeals from staff members pursuant to Article 16, Clause 16.22.1;
 - c) request additional information and clarification from applicants where necessary;
 - d) provide each staff member whose research and scholarship leave application is not being supported with a copy of the Committee's recommendation to the appropriate Dean not later than the date the Committee forwards its recommendation to the Dean pursuant to (e) below;
 - e) recommend to the Dean the disposition of the research and scholarship leave applications.

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

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

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

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

16.6.2 If for any reason it is not possible to reschedule the research and scholarship leave as provided for in Article 16, Clause 16.6.1, the staff member concerned may request that the matter be referred to the Provost 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 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 ten (10) work days of being advised in writing that the Dean is considering cancelling the research and scholarship leave the staff member provides the Dean with a detailed

written estimate of the amount which will be claimed for reimbursement under this provision if the research and scholarship leave is cancelled.

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

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

- 16.7 Faculty Research and Scholarship Leave Committees shall forward their recommendations respecting research and scholarship leaves to the respective Deans.
- 16.8 All research and scholarship leaves are subject to approval by the Dean.
- 16.8.1 The Dean's decision respecting individual research and scholarship leave applications shall be communicated in writing to the staff member and the Department Head by January 15 following the date of application, or as soon as possible thereafter.
- 16.9 The duties of a staff member during a research and scholarship leave include work in accordance with the approved research and scholarship leave proposal.
- 16.10 Staff members shall make appropriate arrangements for handling their academic duties and responsibilities during a research and scholarship leave in consultation with their Department Heads.
- 16.11 Full-year research and scholarship leaves shall normally commence July 1. Six-month research and scholarship leaves shall normally commence on January 1 or July 1. However, requests for other starting dates will be considered.
- 16.12 The research and scholarship leave regulations which shall apply shall be those in effect when the research and scholarship leave actually commences.
- 16.13 A research and scholarship leave does not entail any loss of rank or appointment status. Staff members on a research and scholarship leave shall be subject to assessment on the same basis as all other members of the academic staff. (See Clause 29.3.5)
- 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 professional expense reimbursements and, where applicable, the University's contributions toward premium costs.
- 16.16 A research and scholarship leave is inclusive of paid annual vacation entitlement accrued during research and scholarship leave period. Except where an earned annual vacation not exceeding one (1) year's entitlement is taken immediately prior to the commencement of a research and scholarship leave or is taken prior to the beginning of fall session classes immediately following a research and scholarship leave, all paid or unpaid leaves of absence forming a continuous leave period with the research and scholarship leave must be approved in writing by the Dean or equivalent.
- 16.17 A staff member may apply to receive a portion of the research and scholarship leave assistance in the form of a University Research and Scholarship Leave Research Grant - the amount of grant awarded (to a maximum of 25% of the applicant's academic rank salary) to be a deduction from the total research and scholarship leave assistance otherwise payable by the University.
- 16.18 A staff member may accept and retain, in addition to the research and scholarship leave assistance available from the University, the full amount of outside assistance received as scholarships, research and scholarship leaves, travel grants and the like.
- 16.19 A staff member shall not engage in any employment for compensation while on a research and scholarship leave unless authorized in writing by the Dean or equivalent on recommendation from the individual's Department Head.
- 16.19.1 In cases where employment for compensation is authorized, the amount of University research and scholarship leave assistance otherwise payable by the University shall be decreased so that the amount of assistance together with outside compensation shall not exceed 125% of the staff member's academic rank salary for the leave period, plus reasonable travel and other expenses.
- 16.20 With the exception of 16.21, following a period of research and scholarship leave a staff member is required:
- a) to return to the University and render regular full-time or part-time service according to the staff member's appointment equal to the number of months of the research and scholarship leave; the staff member may, as an alternative, reimburse the University for the amount of research and scholarship leave assistance (total University financial support including any amount awarded as a University Research

and Scholarship Leave Research Grant) received during the research and scholarship leave period; and

- b) within three (3) months of the date on which the research and scholarship leave expires, to submit a written report to the Dean which provides an outline of the staff member's activities during the research and scholarship leave period.
- c) 16.20 does not apply in cases where the Dean or equivalent has deferred the approved research and scholarship leave and the contract of the academic staff member is due to terminate at the end of the research and scholarship leave.

16.21 Research and Scholarship Leave Retirement Program

- 16.21.1 At the time of application for Research and Scholarship Leave or Administrative Leave, academic staff members are not required to submit their interest in retiring.
 - 16.21.1.1 If an academic staff member is interested in retirement at the conclusion of their research and scholarship leave or administrative leave, they must submit a separate notice of retirement to the Dean, as early as possible, but usually after the time the research and scholarship leave or administrative leave is approved and no later than three months before the commencement of the leave (i.e. they have to signal they are going to retire before they go on leave).
 - 16.21.1.2 If a research and scholarship leave or administrative leave is approved outside of the regularly scheduled process, an academic staff member must submit a separate notice of retirement to the Dean, as early as possible, but within three (3) months of the leave being approved.
 - 16.21.1.3 Where an academic staff member wishes to provide notice of retirement after the deadlines set out above, they may make a request to the Dean to do so, and approval of such request will not be unreasonably denied.
- 16.21.2 The effective date of retirement will be immediately upon the conclusion of a research and scholarship leave or administrative leave. Once an academic staff member submits a notice of retirement, it will be accepted by the Dean or equivalent and cannot be revoked by the academic staff member or the Administration.
- 16.21.3 Academic staff members shall take all vacation entitlement during their research and scholarship leave or administrative leave so that their vacation entitlement balance is at zero at the time of retirement.
- 16.21.4 Article 16.21 applies to academic staff members:

- a) who are sixty (60) years of age or older with at least fifteen (15) years of continuous service; or
- b) who are sixty-five (65) years of age with at least three (3) years of continuous service in a full-time, Continuing, Contingent Term or Limited Term appointment by the end of the research and scholarship leave or administrative leave.

16.21.5 For academic staff members who take the Research and Scholarship Leave or Administrative Leave Retirement Program under Article 16.21, Article 16.20 is waived.

16.21.6 The Association will be informed when an academic staff member is retiring under this program.

16.22 Appeals

16.22.1 A staff member may appeal the Department Head's recommendation to the Faculty Research and Scholarship Leave Committee concerning the research and scholarship leave application. The appeal shall be in writing and must be received by the Faculty Research and Scholarship Leave Committee within five (5) work days of the date the Department Head forwards the recommendation concerning the application to the Faculty Research and Scholarship Leave Committee. The staff member shall forward a copy of the appeal to the Department Head not later than the date the appeal is submitted to the Faculty Research and Scholarship Leave Committee.

16.22.2 A staff member may appeal the Faculty Research and Scholarship Leave Committee's recommendation to the Dean or equivalent concerning the research and scholarship leave application. The appeal shall be in writing and must be received by the Dean within five (5) work days of the date the Faculty Research and Scholarship Leave Committee forwards its recommendation to the Dean. The staff member shall forward a copy of the appeal to the Faculty Research and Scholarship Leave Committee not later than the date that appeal is submitted to the Dean.

16.22.3 A staff member may appeal the decision of the Dean or equivalent not to recommend approval of the research and scholarship leave application or the Dean's decision to cancel the approved research and scholarship leave (except when the Dean's decision is taken pursuant to Article 16, Clause 16.6) to the Provost. The appeal shall be in writing, with a copy provided to the Dean, and must be received by the Provost within five (5) work days of the date the Dean advises the staff member in writing that the research and scholarship leave application is not recommended for approval or takes action to cancel an approved research and scholarship leave

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

16.23 Interpretation

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

16.24 Interruption Termination of Research and Scholarship Leave

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

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

- a) a circumstance arises that would otherwise entitle the staff member to a leave pursuant to Article 18.8 (Compassionate Reasons), Article 18.9 (Maternity and Parental Leaves), Article 18.10 (Political), Article 18.11 (Military), Article 18.12 (Court or Sick Time); and
- b) the staff member can document to the satisfaction of the Dean or administrative equivalent a reasonable basis for expecting the circumstance will persist for a period of not less than twenty percent (20%) of the research and scholarship leave period.

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

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

RATIONALE: *These changes incorporate, into the collective agreement, a recently agreed upon approach between the Governors and the Faculty Association.*

Article 17: Administrative Leave

17.1 Eligibility

- a) **An academic staff member who renders three (3) consecutive years of service as a Department Head or Associate Dean, in their initial appointment into such role, shall be eligible for a six (6) month administrative leave at 100% of the academic staff member's salary.**
- b) An academic staff member who renders five (5) consecutive years of service as a Department Head or Associate Dean shall be eligible for a 12-month administrative leave at 100% of the academic staff member's salary.
- c) An academic staff member carrying equivalent responsibilities to those holding appointments as Department Head or Associate Dean may qualify for an administrative leave under this article, determined at the discretion of the Provost must be so advised in writing at the time of his/her appointment to the administrative position.
- d) An academic staff member who accepts reappointment of at least three (3) years duration as Department Head, Associate Dean or equivalent shall be eligible for an additional administrative leave pro-rated to the length of service of that appointment, at 100% of the academic staff member's salary. The reappointment start date must be within one (1) year of having completed not less than five (5) consecutive years of service in the same or similar role.

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

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

- a) unpaid leaves of absence beyond an accumulated maximum of six (6) weeks do not count as qualifying service;
- b) paid leaves of absence in excess of eighteen (18) weeks, excluding sick time, do not count as qualifying service, unless approved as an exception by the

Provost at the time the leave is granted;

- c) all qualifying service is transferred to the accrual of qualifying years of service for research and scholarship leave on resignation from or termination of the administrative appointment.

17.4

Application process

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

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

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

- b) The Dean or equivalent shall review the outline and decide whether to grant the leave as requested, grant the leave subject to modifications or deny the leave within ten (10) work days of receipt of the application. An administrative leave shall be granted when the proposed outline will be of mutual benefit to the academic staff member and the University. The benefit shall be judged in terms of any combination of research, scholarly work and teaching. Every reasonable effort shall be made by the Dean or equivalent and the academic staff member to formulate an outline for administrative leave that will be of mutual benefit to the academic staff member and the University.

- c) A staff member may appeal to the Provost the decision of the Dean or equivalent to not approve the application. The appeal shall be in writing, with a copy provided to the Dean or equivalent, and must be received by the Provost within ten (10) work days of the date the Dean or equivalent advises the staff member in writing that the application is not approved.
- d) The Provost shall render a decision within ten (10) work days of receiving the appeal. The decision of the Provost will be provided to the Dean or equivalent and academic staff member and shall be final.

17.5 Rescheduling an Administrative Leave

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

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

The academic staff member whose previously approved administrative leave is rescheduled by the Dean or equivalent shall be eligible for reimbursement for substantiated out-of-pocket expenses directly related to the administrative leave. The expenses must actually be incurred in the period between the date the staff member is advised that the Dean or equivalent has approved the administrative leave and the date the administrative leave is rescheduled by the Dean or equivalent. The academic staff member shall provide a detailed written estimate of the amount which will be claimed for reimbursement within ten (10) work days of being advised in writing that the leave is rescheduled. No amount will be eligible for reimbursement which exceeds the estimate of out-of-pocket expenses provided by the staff member to the Dean or equivalent. A claim for reimbursement for out-of-pocket expenses must be documented in a manner considered satisfactory to the University.

17.6 Termination of Administrative Leave

Administrative leave may be terminated in the following circumstances:

- a) when an academic staff member is entitled to a leave pursuant to Article 18.8 (Compassionate Reasons), Article 18.9 (Maternity and Parental Leaves), Article

18.10 (Political), Article 18.11 (Military), Article 18.12 (Court), or Sick Time; and

- b) when the academic staff member can document to the satisfaction of the Dean or equivalent a reasonable basis for expecting the circumstance will persist for a period of not less than twenty percent (20%) of the administrative leave period.

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

The academic staff member shall have the option of continuing the administrative leave at the conclusion of the abovementioned leaves or of rescheduling the unused portion of the administrative leave at a time mutually agreed upon with the Dean or equivalent.

- 17.7 An academic staff member may accept and retain the full amount of outside assistance received as scholarships, grants, travel grants and the like.

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

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

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

- 17.9 Administrative leave shall normally commence July 1. However, requests for other starting dates will be considered depending on the termination date of the administrative appointment.

- 17.10 An administrative leave is inclusive of paid annual vacation entitlement accrued during administrative leave period.

- 17.11 A staff member shall not engage in any employment for compensation while on an administrative leave unless authorized in writing by the Provost on recommendation

from the individual's Department Head or equivalent and Dean or equivalent.

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

17.12 Interpretation

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

RATIONALE: *Proposing that all eligible top-up benefits received during parental leave be able to be provided concurrently (should the academic staff members be otherwise eligible).*

Article 18: Leaves

- 18.1 General Provisions – Information on vacation, sick time, Self-Funded leaves and Reduced Duties Leading to Retirement are detailed in Schedule A.
- 18.1.1 These general provisions apply to the following discretionary leaves:
- Leaves of Short Duration
 - Leave for Urgent Personal Reasons (discretionary 10 work days following the first 10 work days)
 - Assisted Study Leave
 - Special Leaves
 - Secondment (where the secondment is external to the University)
 - Career Stop-Out Leave
- 18.1.2 These general provisions, apart from article 18.1.3, apply to entitlement leaves. Entitlement leaves are as follows:
- Leave for Urgent Personal Reasons (first 10 work days)
 - Leave for Compassionate Reasons
 - Parenting Leave
 - Political Leave
 - Military Leave
 - Court Leave
 - Where not provided for elsewhere in this Article, any other job-protected leave set out in Division 7 of the Alberta Employment Standards Code, in force at the time of leave.
- 18.1.3 All leaves must be applied for in writing and the application routed through the staff member's Department Head or equivalent for recommendation and are subject to approval by the Dean or equivalent, except where otherwise noted that the leave requires approval by the Provost.
- 18.1.4 The Provost may prescribe forms and establish administrative procedures necessary to implement the leaves provisions covered by this Article.
- 18.1.5 A Leave of Short Duration, Assisted Study Leave, Special Leave, Secondment (external to University) or Career Stop-Out Leave may be combined with a research and scholarship leave or an administrative leave with the approval of the Provost.

A Leave of Short Duration, Assisted Study Leave, Special Leave, Secondment (external to University) or Career Stop-Out Leave may be combined with another Leave of Short Duration, Assisted Study Leave, Special Leave, Secondment (external to University) or Career Stop-Out Leave with the approval of the Provost.

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

- c) Academic staff members on leave without pay for more than sixty-five (65) work days do not accumulate service and are not entitled to professional expense reimbursement, and the University contribution to benefits for the leave period.
- d) Academic staff members on unpaid leaves may participate in most benefit plans provided that they assume responsibility for the full premium costs.

18.1.12 Appeals

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

18.1.13 Interpretation

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

18.2 Leaves of Short Duration

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

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

Leave to be Taken Within the Period	Length of Leave Which May Be Approved by:	
	Head	Dean

September 1 To April 30	up to and including 5 consecutive work days	up to and including 22 consecutive work days (inclusive of vacation entitlement and any days approved by Department Head)
May 1 To August 31	up to and including 20 consecutive work days in addition to annual vacation entitlement	not to exceed 66 consecutive work days (inclusive of vacation entitlement and any days approved by Department Head)

18.2.3 A leave of short duration:

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

is subject to approval by the Provost.

18.2.4 No leave application shall be considered by the Provost unless recommended by the staff member's Dean or equivalent.

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

18.3 Leave for Urgent Personal Reasons

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

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

- 18.3.3 Leaves for urgent personal reasons shall be without loss of salary and benefits.
- 18.3.4 The length of the leave shall be based on a consideration of the closeness of the family relationship, travel time required, and other relevant circumstances.
- 18.3.5 Urgent Personal Reasons shall include matters pertaining to the effects of violence in the home.
- 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.
- 18.4.10 The maximum University assistance available to a staff member during an assisted study leave period (12 months or 24 months) is an amount (not per annum rate) equal to one-half of the minimum annual salary rate for the rank of Associate Professor at the commencement of the leave period. The maximum assistance amount will, however, be paid only when that amount together with net outside aid does not exceed 125% of the staff member's annual academic rank salary rate at the commencement of the leave.
- 18.4.10.1 Net outside aid shall mean the total of all forms of outside financial support which the staff member may receive related to the leave program, including research and scholarship leaves, scholarships, bursaries, forgivable loans, and travel grants, less costs actually incurred by the staff member for tuition / registration fees, books and research materials related to the program of study, and travel expenses not to exceed round-trip economy class air fare between Calgary and the place of study not more than twice in any calendar year for the staff member, spouse and children.
- 18.4.10.2 When the maximum assistance amount together with net outside aid exceeds 125% of the staff member's annual rank salary rate at the commencement of the leave, the maximum assistance amount shall be reduced such that the amount of assistance payable by the University when added to the amount of net outside aid equals 125% of the staff member's annual academic rank salary rate at the commencement of the leave.
- 18.4.10.3 An academic staff member who receives less than the maximum assistance amount during the first 12-month period of leave and whose leave continues or is extended to cover a second 12-month period may receive the balance of the assistance in the second year provided, however, that in the event the balance of the assistance together with net outside aid in the second year exceeds 125% of the staff member's annual rank salary rate at the commencement of the leave the balance of the assistance actually payable by the University will be a reduced amount which when added to the amount of net outside aid equals 125% of the academic staff member's annual rank salary rate at the commencement of the leave.
- 18.4.10.4 An academic staff member may receive the amount of assistance from the University under these provisions in a lump sum or on an installment basis.
- 18.4.11 A staff member granted assisted study leave must sign an agreement undertaking to

return to regular full-time service of the University for two (2) years on completion of the leave period; the staff member may, as an alternative, refund 1/24 of the financial assistance received from the University for each month of the 2-year period not served.

18.4.12 An academic staff member on assisted study leave shall be expected to devote full time to studies.

18.4.13 Under no circumstances shall an academic staff member be granted more than one (1) assisted study leave.

18.5 Special Leaves

18.5.1 Academic staff members may be granted special leave with full pay, with partial pay or without pay for prescribed periods and purposes.

18.5.2 The amount of remuneration or assistance, if any, which a staff member may receive from the University during any period of special leave will be determined by the Provost in each case.

18.5.3 Special leave may be granted for the purpose of child care or elder care.

18.6 Secondment

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

18.7 Career Stop-Out Leaves

18.7.1 Continuing full-time members of the academic staff who hold appointments with Tenure and who are age 40 or more but less than 60 at the time of election, may request a three-year fixed term leave without pay, to explore a permanent alternative employment opportunity or career change. This leave is subject to approval by the Dean, whose decision shall be final.

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

nine months before the scheduled date of return.

18.7.3 A leave under this provision may be deferred for a period of up to one year at the sole discretion of the Provost.

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

18.8 Leave for Compassionate Reasons

An academic staff member who qualifies for Compassionate Care Leave under the *Employment Standards Code* (Alberta) will be granted a leave without pay from the University in accordance with the Code. If the employee qualifies for Compassionate Care Leave it can be combined with a Leave for Urgent Personal Reasons.

18.9 Maternity and Parental Leaves

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

18.9.1 A pregnant academic staff member may take up to 16 weeks of Maternity Leave. Maternity Leave can start any time with in the 13 weeks leading up to the estimated due date and shall commence no later than the date of birth.

18.9.2 An academic staff member who becomes a biological or legally recognized parent (adoptive or otherwise) may take up to 62 weeks of Parental Leave. In the case of an academic staff member who is also eligible for Maternity Leave, the Parental Leave must commence immediately following the Maternity Leave and the combined leaves cannot exceed 78 weeks. In the case of other biological or legally recognized parents not eligible for Maternity Leave, Parental Leave may begin at any time after the date the child first comes into the parent's care, custody and control, but must be completed within 78 weeks of that date.

18.9.3 Where both parents of the same child are academic staff members, a Parental Leave can be claimed by one parent or shared between both parents, but shall not exceed a combined maximum of 62 weeks.

18.9.4 A parent may request to take their Maternity and/or Parental Leaves in broken periods or on a part-time basis, subject to the Dean's approval. Notwithstanding, the Leave(s) must be completed within 78 weeks of the date the child is born or first comes into the parent's care, custody and control. Working during Maternity or Parental Leave may affect academic staff members' Employment Insurance eligibility.

18.9.5 The academic staff member must provide the Department Head or equivalent with as much notice as reasonably possible of the date on which a Maternity Leave and/or

Parental Leave under this Article is expected to commence. This notice must be in writing and also indicate the date on which the academic staff member intends to return to work.

- 18.9.6 Academic staff members must provide the Department Head or equivalent with as much notice as reasonably possible, but no less than 4 weeks' notice, of any changes to the date on which the academic staff member intends to return to work from a Maternity or Parental Leave. This notice must be in writing.
- 18.9.7 Top Up Benefits
- 18.9.7.1 Eligible academic staff members shall receive Top Up Benefits for a period of up to 20 weeks for the purpose of income replacement for a parent staying home to care for a child in the first year of life or first year of adoption. To be eligible for Top Up Benefits, the academic staff member must be a biological or legally recognized parent (adoptive or otherwise) on an approved Maternity or Parental Leave.
- 18.9.7.2 Top-Up Benefits are equal to 100% of the member's salary, less the amount provided under the standard Employment Insurance benefit. For clarity, if the academic staff member does not apply or does not qualify for Employment Insurance benefits, or if the academic staff member qualifies for extended Employment Insurance benefits, the Governors will only provide the difference between the standard Employment Insurance benefit and the 100% rate.
- 18.9.7.3 Where both parents of the same child are academic staff members, they are each entitled to receive Top-Up Benefits in accordance with 18.9.7.1 and 18.9.7.2. **The Top-Up benefit may be received concurrently. however, they cannot be received concurrently.**
- 18.9.7.4 The Governors will make the regular contributions towards premiums for those benefit plans which the academic staff member elects to continue while in receipt of Top Up Salary.
- 18.9.8 Parental Leave Alternative
- 18.9.8.1 An academic staff member who is eligible for Parental Leave but who chooses not to take it 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 of the leave around the date the child first comes into the parent's care, custody, and control. Scheduling the balance of the twenty (20) work days shall be at the discretion of the applicant, subject to the approval of the Dean or equivalent.
- 18.10 Political Leave
- 18.10.1 A member of the full-time or part-time academic staff holding an appointment with Tenure shall be granted political leave provided:

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

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

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

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

18.10.2.2 Where the duration of the leave exceeds the term specified for 100% salary and benefit support, the salary and benefit support shall be 50% for the entire leave period.

18.10.3 An academic staff member who is elected to the Provincial Legislature shall be placed on political leave of absence without pay effective from the date of election for the life of the Legislature, or, if a candidate for re-election, until the staff member actually resumes regular full-time duties at the University of Calgary.

18.10.4 An academic staff member who is elected to Parliament shall be placed on political

leave without pay effective from the date of election for the life of Parliament, or, if a candidate for re-election, until the staff member actually resumes regular full-time duties at the University of Calgary.

- 18.10.5 Notwithstanding Article 18, Clauses 18.10.3 and 18.10.4, political leave shall not extend to a third consecutive term of office.
- 18.10.6 Arrangements for political leave with or without pay (appropriate to the circumstances) will be made to accommodate academic staff members elected to municipal or other local government office in Alberta.

18.11 Military Leaves

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

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

18.12 Court Leaves

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

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

RATIOANLE: *We have included the rationale within each proposed amendment.*

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 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 after five (5) years have elapsed or such shorter period as the Dean (or equivalent) or Provost may determine at the time of the discipline or at any point following, 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~~ **a mental disability as defined in the *Alberta Human Rights Act***, the academic staff member may, **at the Governors' discretion**, be given the opportunity to seek treatment / counselling ~~for the problem~~. Disciplinary action may be mitigated or suspended, **at the Governors' discretion**, if the staff member participates in an active treatment program, pending the outcome of the treatment / counselling.

RATIONALE: The current language elevates the “use of alcohol or drugs” to the same level as an illness. Recreational use of such drugs or alcohol is not something at the same level. In addition, limiting this to emotional illness and use of alcohol or drugs could leave out other human rights issues. Recognizing that all mental disabilities, including addictions, should be treated equally is important.

20.7 Non-Disciplinary Suspension with Pay **Relief From Duties** Pending Investigation

- 20.7.1 Following advice from a Dean or administrative equivalent, the Provost may, in his or her discretion, ~~suspend~~ **relieve, with pay**, 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, **or where there may be a risk to property or person, or to protect the reputation of the University, or where the staff member is unable to perform their duties satisfactorily.** ~~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.

RATIONALE: As this is not discipline, language of relief from duties is more accurate. There are additional circumstances when the presence of a staff member would be detrimental to the interests of others, including other TUCFA members, and where the relief from active duties is necessary. In addition, at any early stage of an investigation, the Governors are not able to determine if a matter may lead to a suspension or dismissal as discipline.

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, **as disciplinary action** 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~~ **on the date stated in** ~~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 at Step III of the grievance procedure.~~

RATIONALE: If the Dean believes that a suspension without pay is warranted as discipline, and has already had a discussion with the Faculty Association and academic staff member, there is a need in issuing the discipline in a timely manner. The Governors must be able to suspend the academic staff member immediately, if necessary. While a suspension without pay is subject to a grievance, the grievance cannot act as a “stay” on the discipline imposed. There is a need for timely discipline for deterrence and protection of other employees.

At all times the grievances process remains open to the Faculty Association and academic staff member, where if it is eventually determined that the Governors improperly issued a suspension, the academic member will be made whole.

20.9 Dismissal

- 20.9.1 A Dean or other senior leadership team member may recommend to the Provost that an academic staff member be dismissed for good and sufficient reason. A copy of the Dean’s recommendation shall be forwarded to the Association and the academic staff member concerned.
- 20.9.1.1 Good and sufficient reason includes gross misconduct, incompetence, or persistent neglect of an academic staff member’s duty to the academic staff member’s students or discipline.
- 20.9.1.2 Since academic freedom, as both a right and a responsibility, is essential to scholarly research and teaching, the *bona fide* exercise of academic freedom cannot constitute good and sufficient reason.
- 20.9.1.3 Any academic staff member may claim the right of academic freedom in dismissal proceedings if such proceedings relate to an activity in which academic freedom is an explicit or implicit term of the academic staff member's employment.
- 20.9.1.4 *Dismissal for cause* refers to the termination of an appointment without the consent of the academic staff member, that is, at any time other than at the end of a stated contractual period. It follows that:
- a) a decision not to renew a contract by reason of contractual term does not constitute dismissal for cause;
 - b) a decision not to grant an appointment with Tenure at the end of a Tenure-track appointment does not constitute dismissal for cause;

- c) the termination by the University of a Tenure-track appointment, Contingent Term, Limited Term or Sessional appointment during the course of its term does constitute dismissal for cause;
- d) the termination by the University of an appointment with Tenure at any time does constitute dismissal for cause except when dismissal is for reasons of financial exigency or redundancy in accordance with Articles 21 and 22;
- e) dismissal for reasons of financial exigency under the provisions of Article 22 does not constitute dismissal for cause; and
- f) dismissal for reasons of redundancy under the provisions of Article 21 does not constitute dismissal for cause.

20.9.2 If, after consultation with the Dean, the Provost 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 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.

20.9.4 If the Association wishes to contest the dismissal decision of the Provost on the staff member's behalf, it shall initiate a grievance ~~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~~ If a grievance of a dismissal decision of the Provost is submitted to arbitration, an Arbitrator 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 Arbitrator ~~ion Board~~ shall be final and binding.

~~20.9.6~~ Where an Arbitration Board has been established, the staff member shall retain his or her appointment and the applicable salary and benefits unless and until the earlier of:

- ~~a) the Arbitration Board determines that the academic staff member be dismissed and the Governors act upon such decision, and~~
- ~~b) one (1) year following the decision of the Provost to dismiss the staff member (Article 20.9.3(c)).~~

~~20.9.7~~ The academic staff member may, at the discretion of the Provost, 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.

RATIONALE: A dismissal is just another disciplinary decision and should not be subject to its own process. If the Faculty Association wishes to challenge such a decision, the same process should be followed as other grievances. If the Governors have determined that dismissal is an appropriate level of discipline, there is a need for timely discipline for deterrence and protection of others. Staying the decision of the Governors through a grievance is not appropriate in these circumstances.

Any lost wages or employment issues can be addressed by the Arbitrator through an award of back pay or reinstatement, should it be determined that the Governors exercised its authority incorrectly.

New Numbering

- 20.9.6 This Agreement does not govern the dismissal of senior leadership team members. However, if a senior leadership team member also holds a position as an academic staff member, the dismissal process outlined in the sections above shall apply in relation to the academic staff appointment.

RATIONALE: Adding an additional termination condition in Article 23.11, while preserving the three (3) months' notice (or pay-in-lieu for ending a sessional appointment once it has commenced); Creating similar teaching opportunities for postdoctoral scholars as currently exists for Graduate Students; 23.13 - Housekeeping change, aligning with proposed change in Article 14.

Article 23: Sessional Appointments

- 23.1 Whenever reasonably practical, the Governors shall use Continuing appointments to meet the continuing staffing needs of the University.
- 23.2 It may be appropriate in circumstances to employ academic staff on Sessional Appointments. The circumstances under which a Sessional Appointment is appropriate are limited to the following:
- a) when the appointment is to replace a continuing staff member who is on leave or on another assignment of duties, or in an emergency;
 - b) when a person with the desired qualifications for an approved Continuing, Contingent Term, or Limited Term appointment is not available at the time the Sessional Appointment is made;
 - c) when the duties connected with the appointment are for a limited period and are expected to be no longer required thereafter;
 - d) when the appointment is for a pilot or developmental project;
 - e) when the appointment is needed to accommodate unexpected enrolment increases;
 - f) when the funds supporting the appointment are only temporarily available to the Faculty or department;
 - g) in order to enable the offering of a course or group of courses in an area outside of the expertise of current continuing staff;
 - h) when it has not been determined that a course or group of courses will be offered on a regular annual basis;
 - i) in order to accommodate a staff member visiting from elsewhere;
 - j) in order to integrate members of the professional community into the academic program of a Faculty or department as part of a continuing affiliation;
 - k) such other circumstances as may be mutually agreed between the Parties (Board of Governors and The Faculty Association);

l) to provide teaching experience for a registered graduate student **and postdoctoral scholar** subject to 23.4;

m) Spring or Summer teaching.

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

23.4 Graduate Student **and Postdoctoral Scholars** Teaching

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

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

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

23.7 Extent of Duties and Remuneration

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

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

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

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

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

23.8 Access to Facilities and Participation in Meetings

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

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

23.9 Assessment of Performance

- 23.9.1 The performance of a Sessional staff member 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 staff member's performance of teaching or other duties, including materials submitted by the Sessional staff member, shall be provided to the Sessional staff member and Department Head or equivalent and retained in the department, following as closely as possible the practice for ongoing academic staff in the unit.

- 23.9.2 At the latest, after a Sessional staff member has taught 4 HCE in a department or has completed two (2) years of service, whichever comes first, the Department Head or equivalent shall assess the performance of a Sessional staff member considering the cumulative record of Student Ratings and any other pertinent information concerning teaching effectiveness or other assigned duties. The Head's assessment will be entered into the Sessional staff member's personnel file and the Sessional staff member may enter comments with respect to the Head's assessment.

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

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

23.10 Cancellation of Appointment

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

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

23.11 Termination of Appointments

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

23.12 Consideration for Other Appointments

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

- a) the candidate has the requisite knowledge, skills, and professional qualifications for the position; and
- b) the candidate has a good record of performance in his or her previous appointment(s).

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

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

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

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

23.13 Application of the Collective Agreement

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

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

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

- Leaves of Short Duration
- Leaves for Urgent Personal Reasons
- Leaves for Compassionate Reasons
- Military Leaves
- Court Leaves
- Special Leaves
- Where not provided for elsewhere, any other job-protected leave set out in Division 7 of the *Employment Standards Code* (Alberta), in force at the time of leave

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

Maternity Leave

- 23.14.1 Eligible Sessional staff members shall receive Sessional Maternity Leave Top Up Benefits for a period of up to 15 weeks or to the end of their Sessional appointment, whichever period is shorter.
- 23.14.2 To be eligible for Sessional Maternity Leave Top Up Benefits, the Sessional staff member must:
- a) meet the requirements for Maternity Leave under the *Employment Standards Code* (Alberta); and
 - b) be employed under an appointment where the total duration is greater than six (6) consecutive months, and the extent of the duties is six (6) half-course equivalents or more.
- 23.14.3 The Sessional Maternity Leave Top Up Benefit is equal to 100% of the Sessional staff member's normal salary, less the amount provided under the standard Employment Insurance benefit. For clarity, if the Sessional staff member does not apply or does not qualify for Employment Insurance benefits, the Governors will only provide the difference between the standard Employment Insurance benefit and the 100% rate.
- 23.15 A Sessional 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 administrative leave, provided that:
- a) the Continuing, Contingent Term, or Limited Term appointment is contiguous with the Sessional Appointment; and
 - b) the Sessional Appointment was in the same or related discipline and required performance at a level comparable to that of a Continuing staff member and was not of a limited or restricted nature.

Where the contiguity requirement in 23.15 (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.

- 23.16 Where a sessional staff member has signed a contract for a sessional appointment and the contract has not yet commenced, the Governors shall endeavour to ensure that at least 30 work-days before the contract commences the sessional staff member has access to the services normally provided to academic staff to prepare to teach a course.

Where a sessional staff member has a sessional contract and signs a successor contract, the Governors shall endeavour to continue to provide access to such services in the intervening period.

RATIONALE: *We have provided specific explanations below where warranted. Overall, we are seeking to update and streamline the grievance arbitration process. Generally speaking, this language has been in place for decades [in some cases, we can trace it back to the 1984 collective agreement]. Labour Relations has evolved in the past 30 years and we would like to make this a much more simple, efficient and cost-effective process.*

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 **The three different types of grievances are defined as follows:**

- i. **Individual Member grievance: grievance relating to an individual staff member;**
- ii. **Group grievance: grievance relating to a group of staff members similarly affected by the Governors' action;**
- iii. **Policy grievance: grievance by the Association or the Governors which may involve a matter of general policy or of general application of the Collective Agreement.**

NEW NUMBERING

24.4 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.

24.5 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.

24.6 Procedure Initiated by the Association or the Governors **Grievance Procedure**

24.6.1 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.

24.6.2 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.

24.6.3 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.~~

RATIONALE: An individual grievance is just another form of a grievance as the grievance procedure is between the Association and the Governors. There is no need to have a separate procedure, particularly one where an individual is forced to raise the issue with the Association. The Faculty Association can grieve on behalf of an individual staff member at any time.

- 24.6.4 At the request of the Association, the grievor(s) 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.

RATIONALE: In the event of a group grievance.

24.7 Time Limits

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

- 24.7.2 The Parties will instruct Chairs of investigative committees, arbitration panels, and the like, not to schedule meetings during the months of July and August.
- 24.7.3 The Governors will not normally initiate disciplinary action against an academic staff member during the months of July and August except where necessary in the opinion of the Governors to ensure the safe and effective operation of the University.
- 24.7.4 The Association will not normally initiate actions under the grievance procedure during the months of July and August.
- 24.7.5 In the event that the Party initiating an action under either of the foregoing procedures fails to follow the procedure and the time limits established therein, the action shall be deemed to be abandoned.
- 24.7.6 Where the respondent, i.e. the recipient of the grievance or statement of dispute, fails to respond, the action shall advance to the next step.
- 24.7.7 Either Party may request an extension of the time limits mentioned above, provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be denied unreasonably.

24.8 ~~_____~~ Arbitration

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

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

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

~~If, within the required time:~~

~~(a) the recipient of the notice fails to appoint a member of the Arbitration Board; or~~

~~(b) the two appointees fail to agree on a Chair of the Arbitration Board;~~

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

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

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

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

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

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

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

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

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

~~24.9 Authority of the Arbitration Board~~

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

~~24.9.2 The Arbitration Board may:~~

~~a) enter any premises where:~~

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

24.9.3 ~~— An Arbitration Board:~~

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

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

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

24.10 ~~— The Arbitration Board's Decision~~

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

- ~~24.10.2 — The Arbitration Board shall not substitute its judgment for that of the Governors or any officer of the University acting on behalf of the Governors, where the exercise of such judgment is not specifically limited by the terms of this Agreement.~~
- ~~24.10.3 — If, when dealing with grievances concerning disciplinary action, the Arbitration Board determines that grounds are established that constitute good and sufficient reason for disciplinary action, the Arbitration Board may substitute some lesser disciplinary action specified in Article 20, Clause 20.2 that to the Arbitration Board seems just and reasonable in the circumstances.~~
- ~~24.10.4 — The Arbitration Board shall hear and determine the grievance, and shall issue a decision in writing which shall be final and binding upon the Parties and upon any staff member affected by it. The award of a majority is the award of the Arbitration Board, but if there is not a majority, the decision of the Chair governs and shall be deemed to be the award of the Arbitration Board.~~
- ~~24.10.5 — The Arbitration Act does not apply to an arbitration under this Agreement or any award resulting from it.~~
- ~~24.10.6 — a) No award, proceeding, or decision of an Arbitration Board shall be questioned or reviewed in any court, and no order shall be made or process entered or proceedings taken in any court (whether by way of injunction, declaratory judgment, prohibition, or otherwise) to question, review, prohibit, or restrain the Arbitration Board in any of its proceedings.~~
- ~~b) Notwithstanding sub-section (a), the award, proceeding, or decision of an Arbitration Board may be questioned or reviewed by way of an application to the court to determine if there have been any irregularities in the process, if the decision of the Arbitration Board was patently unreasonable, or if the Arbitration Board exceeded its authority under this Agreement, provided that such application is filed no later than thirty (30) days after the date of the award, proceedings, or decision of the Arbitration Board.~~
- ~~24.10.7 — An Arbitration Board may correct in any award any clerical mistake, error, or omission.~~
- ~~24.11 — Fees and Expenses~~

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

- 24.8 Arbitration**
- 24.8.1 When arbitration is required, grievances shall be referred to a single arbitrator.**
- 24.8.2 The Parties shall jointly appoint an Arbitrator within twenty (20) work days of the receipt of the notice submitting a grievance to arbitration pursuant to article 24.6.3. The time within which any appointment must be made may be extended by agreement between the Parties. If the Parties are unable to agree on an Arbitrator, either or both Parties may request the Director of Mediation Services, under the Labour Relations Code, to appoint an Arbitrator.**
- 24.8.3 No person shall be appointed as an Arbitrator if the person is directly affected by the dispute, or if that person has been involved in an attempt to settle the dispute.**
- 24.8.4 The Arbitrator shall conduct the arbitration in accordance with Division 22 of the *Labour Relations Code* and shall have all the authority and powers set out in Division 22 of the *Labour Relations Code*, subject to the express terms of this Agreement.**
- 24.8.5 No Arbitrator shall by its award alter, amend, or change the terms of this Agreement.**
- 24.8.6 When dealing with grievances involving claims of non-compliance with the procedural requirements of an Article, if the Arbitrator 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.**
- 24.9 The Arbitrator's Decision**
- 24.9.1 The Arbitrator shall confine itself to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted to it.**
- 24.9.2 The Arbitrator shall not substitute its judgment for that of the Governors or any officer of the University acting on behalf of the Governors, where the exercise of such judgment is not specifically limited by the terms of this Agreement.**
- 24.9.3 If, when dealing with grievances concerning disciplinary action, the Arbitrator determines that grounds are established that constitute good and sufficient reason for disciplinary action, the Arbitrator may substitute some lesser disciplinary action specified in Article 20, Clause 20.2 that to the Arbitrator deems just and reasonable in the circumstances.**
- 24.9.4 The Arbitrator 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.**

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

24.10 Fees and Expenses

Each Party to the dispute shall bear equally the expenses of the Arbitrator

RATIONALE: No rights or privileges are being removed but the revisions are intended to streamline the process and remove unnecessary language. The Code provides all of the necessary powers and authority for the Arbitrator and all processes. It is redundant, and could lead to a potential conflict, to reproduce in the Agreement.

Moving to a single arbitrator is more cost effective and timely. It is the Chair of the Board who ultimately decides the outcome of the grievance. Paying for nominees adds to cost and scheduling issues.

RATIONALE: *We have provided specific explanations below where warranted.*

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~~**calendar** days and not more than one hundred and twenty (120) ~~work~~**calendar** days preceding the date of expiration of this Agreement, require the other Party to commence collective bargaining.

RATIONALE: *To align with the Code timeline.*

26.1.2 A notice to commence collective bargaining shall 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.

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

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

RATIONALE: *Leave it up to the parties to determine who is involved on their bargaining teams.*

New Numbering

26.1.4 At the first meeting of the Bargaining Teams, the Parties shall exchange a list of items that they wish to negotiate, stating their proposals in respect to each item. No items for negotiation other than those exchanged pursuant to this Article 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.

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

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

26.2 Mediation

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

RATIONALE: Want to be clear what occurs after unsuccessful mediation, since arbitration not required and other means to achieve resolution.

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

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

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

Notwithstanding, either Party may submit thirty (30) work days of written notice to the~~

~~other Party and the mediator to terminate the mediation.~~

26.3.3 ~~Normally, the Parties shall establish an Arbitration Board.~~

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

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

~~If, within the required time:~~

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

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

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

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

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

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

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

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

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

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

~~or restrain the Arbitration Board in any of its proceedings.~~

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

RATIONALE: Resolution process is addressed in Labour Relations Code. Article 26.3 is inconsistent with such process and is outdated. New Article 26.2.7 refers to Code resolution.

New Numbering

26.3 Ratification

- 26.3.1 Where the representatives of the Parties reach agreement on all items for negotiation,
- a) the Governors' representatives shall present and recommend the proposed agreement to the Governors, which shall ratify or reject the agreement;

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

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

- 26.3.2 Where an agreement has been reached but not ratified by one or both Parties, **collective bargaining shall resume in an effort to achieve a settlement of unresolved bargaining issues. In such case the Parties shall continue to bargain collectively in good faith and make every reasonable effort to enter into a renewal collective agreement. If an agreement is not reached after every reasonable effort is made, either or both of the Parties may utilize resolution processes in accordance with the *Labour Relations Code*.**

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

RATIONALE: Don't want to artificially limit further bargaining with such a short time limit.

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

following:

- a) the arbitral award of the Arbitration Board or Arbitrator (if applicable); and
- b) such other matters as have been agreed by the Parties; and
- c) those matters covered by this Agreement for which no changes were proposed.

26.4 Joint Agreement Review Committee (ARC)

- 26.4.1 Both Parties shall appoint three (3) members to the ARC. The ARC will be charged with the on-going review of the Collective Agreement between bargaining cycles and with making recommendations to the Parties.
- 26.4.2 The ARC shall meet on an informal basis at the call of either of the Parties signatory hereto to review matters of mutual interest arising from the administration of this Agreement. Parties should meet monthly but may agree to meet every second month or quarterly. The ARC shall not meet during periods of bargaining.
- 26.4.3 The Parties are committed to respect the concerns of either Party and endeavor to resolve concerns in a mutually beneficial manner.

Article 27: Duration of Agreement

- 27.1 This Agreement shall take effect on the 1st day of July, 2022 **2024**, and shall expire on the 30th day of June 2024 **2028**. This Agreement shall continue to be in effect until a new Agreement is concluded.
- ~~27.2 For the period of July 1, 2020 to June 30, 2022, the Collective Agreement for July 1, 2019 – June 30, 2020 remains in effect.~~

RATIONALE: Overall, we are looking to make the process more streamlined. Here are the proposed changes:

- We would like to have a discussion re: conflict of interest/perception of a conflict of interest, and how this is declared;
- Change deadline from October 15 to October 31 for receipt of Referee letter in Appendix 28 B
- 28.11.1, and Appendix 28B - change deadline for Dean to inform applicants of the FTPC from November 10 to November 30. There are many challenges with forming the FTPC membership, and the November 10 timeline is proving to be difficult;
- 28.11.1 h)- and Appendix 28B - requires one student from Student' Union and one student from the Graduate Students' Association to participate in the committee composition of FTPC. It is often challenging to communicate and/or receive a commitment from students to participate in FTPC;
- 28.11.1 e) this proposal is to allow the elected voting member in the Teaching-focused stream to serve in the FTPC for two years instead of one-year allowing for continuity similar to the other elected voting members in 28.11.1.b);
- Creating FTPC composition for smaller sized faculty equivalents (i.e. 15 and under)
- Appendix A, Housekeeping, the change is to remove confusion as to what is needed.

Article 28: Tenure and Promotion

- 28.1 This Article applies to any application for:
- a) tenure,
 - b) promotion,
 - c) transfer between Teaching and Research and Teaching-Focused streams, and
 - d) renewal of tenure track appointment.
- 28.2 Any deviations from the provisions of this Article shall require the approval of the Provost and the Faculty Association.
- 28.3 For the purposes of this Article, the following shall apply:
- a) Academic Administrator: An academic administrator is a Head, Assistant Dean, Associate Dean, Vice Dean (not senior leadership), Associate University Librarian, Associate Vice Provost (Libraries and Cultural Resources), Associate Director (Student and Enrollment Services), and any others as agreed by the Provost and the Faculty Association. It does not include members of the senior administration. If the applicant currently holds an appointment as an academic administrator the Provost's Office and the Faculty Association shall discuss and agree on the appropriate modification to the process to be followed.
 - b) Advisor: An advisor is a Continuing, Contingent Term, or Limited Term member of the academic staff or a Faculty Association staff member who is selected by

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

- c) Dean means the Dean of the Faculty affected, or for those outside the Faculties, the Vice Provost (Libraries and Cultural Resources), the Vice Provost (Student Experience), or another individual as mutually agreed by the Provost and Faculty Association. The authority of the Dean may not be delegated.
- d) Faculties include Arts, Cumming School of Medicine, the Haskayne School of Business, Kinesiology, Law, Nursing, the Schulich School of Engineering, School of Architecture, Planning and Landscape, Science, Social Work, Veterinary Medicine, Werklund School of Education, Libraries and Cultural Resources, and Student and Enrollment Services. Those academic staff members outside of these Faculties will be dealt with by mutual agreement of the Parties.
- e) Head: In Departmentalized Faculties, the Head shall be the Department Head of the unit. In non-departmentalized Faculties, the Head shall mean the position normally designated by the Dean to prepare recommendations for promotion and tenure. The authority of the Head may not be delegated.
- f) Majority vote: A majority vote shall be said to exist where the number of positive votes exceeds the number of negative votes. Where the number of positive votes is the same as the number of negative votes, the Chair must vote to break the tie. The Chair shall not cast a vote, except to break a tie.

28.4 Criteria

The criteria for renewal, transfer, tenure and promotion shall be established by the General Faculties Council (GFC). GFC's authority shall be limited to issues of criteria only (i.e. the academic standards upon which the transfer, renewal, tenure, or promotion shall be based). GFC may delegate the creation of Faculty Guidelines to the Faculty Councils to ensure the distinctive aspects of various disciplines are addressed in the application of the criteria. While the Faculty Guidelines may refine and interpret GFC's criteria, they may not add contradict or create new criteria unless specifically authorized to do so by GFC. Neither the GFC criteria nor the Faculty Guidelines shall add to or embellish on any of the processes established in this Article.

28.5 Merging of Tenure and Promotion

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

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

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

28.6 Tenure Application Process

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

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

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

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

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

28.6.3 An academic staff member who is due to be considered for an appointment with tenure

may be granted the following types of deferral. In all types of deferral, the tenure track appointment shall be extended for one year beyond the existing termination date. Such deferral, regardless of the number of times granted shall not interfere with the options of the Faculty Tenure and Promotion Committee (FTPC), Dean, Provost or Appeal Committee.

a) Personal Deferral:

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

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

c) Dean's Deferral:

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

c) Parental Deferral:

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

d) Provost Deferral:

In exceptional circumstances, the Provost may approve a request for a one-year deferral of consideration for an appointment with tenure.

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

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

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

a) within the Teaching and Research stream:

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

b) within the Teaching-Focused stream:

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

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

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

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

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

28.7 Promotion and Transfer Application Process

28.7.1 The promotion application process applies only to academic staff who hold a tenure

track or tenured appointment at the rank of Associate Professor, Associate Librarian, Associate Archivist, Associate Curator and Associate Professor (Teaching) as well as to academic staff at any progressive rank who hold a limited term or contingent term appointment.

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

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

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

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

a) within the Teaching and Research stream:

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

b) within the Teaching-Focused stream:

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

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

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

- 28.7.4 By September 1, all eligible academic staff who submitted a declaration by June 15 and who wish to be considered for promotion shall submit the items required as listed in Appendix 28 A. The onus is on the applicant to make the case for the award of promotion to the next rank and to provide all necessary information.
- 28.7.5 Application packages may be updated with relevant information whenever the applicant believes that the new information will have a significant impact on the review of his/her application. Up until the point that the Dean makes a recommendation to the Provost, such information should be provided to the Dean who shall copy the Head and FTPC. Following the Dean's recommendation to the Provost, new information should be provided to the Provost, copied to the Dean.
- 28.7.6 All of the provisions of Article 28.7 and 28.10 regarding promotion shall apply to the process of transfer between the streams, with the question being whether the academic staff member meets the criteria for the new rank. A tenured academic staff member may not apply for a rank that normally does not include tenure (i.e. Assistant ranks).
- 28.8 Renewal of Appointment Application Process
- 28.8.1 The normal time to apply renewal of a tenure track appointment shall be in the penultimate year of the contract, but applicants may apply for earlier than the penultimate year. In this situation, the same process and criteria shall apply as if the applicant applied at the normal time.
- 28.8.2 An applicant may withdraw his or her application at any time. In the case of an applicant applying at the normal time, a withdrawal of the application without a deferral means that the applicant shall have no further opportunity to apply for renewal and the contract will lapse.
- 28.8.3 An academic staff member who is due to be considered for renewal of a tenure track appointment may be granted the following types of deferral. In all types of deferral, the tenure track appointment shall be extended for one year beyond the existing termination date. Such deferral, regardless of the number of times granted shall not interfere with the option of the FTPC, Dean, Provost or Appeal Committee.

a) Personal Deferral:

At any time on or before November 25, but as early as possible, an academic staff member may defer consideration for a period of one year by notifying the Dean in writing. This deferral may be taken only once, either at the time of renewal of tenure

track or at the point of tenure consideration. A personal deferral need not be taken before a Dean's deferral can be granted.

b) Dean's Deferral:

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

c) Parental Deferral:

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

d) Provost Deferral:

In exceptional circumstances, the Provost may approve a request for a one-year deferral of consideration for renewal of a tenure track appointment.

- 28.8.4 By May 15, each academic staff member will be notified of the procedures to be followed for an application for renewal of appointment based on his or her normal renewal date. This notification shall inform the academic staff member of the procedures to be followed and indicate where to find the GFC criteria and Faculty Guidelines, and the consequences of not applying. Each Dean will be provided with a list of the academic staff members from their Faculty or Department, copied to the Faculty Association.
- 28.8.5 By June 15, an academic staff member who intends to apply for renewal of tenure track shall provide a declaration of their intention to the Dean's office.
- 28.8.6 By September 1, all eligible academic staff who submitted a declaration by June 15 and who wish to be considered for renewal of tenure track shall submit the items required as listed in Appendix 28 A. The onus is on the applicant to make the case for the award of a renewed tenure track appointment and to provide all necessary information.
- 28.8.7 Application packages may be updated with relevant information whenever the applicant believes that the new information will have a significant impact on the review of his/her case. Up until the point that the Dean makes a recommendation to the

Provost, such information should be provided to the Dean who shall copy the Head and FTPC; following the Dean's recommendation to the Provost, new information should be provided to the Provost, copied to the Dean.

28.9 Review of Renewal Applications

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

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

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

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

- a) recommend the two-year renewal to the Provost without referring the application to the Faculty Tenure and Promotion Committee;
- b) forward the application to the Faculty Tenure and Promotion Committee for discussion prior to making a recommendation to the Provost.

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

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

In the case of a negative recommendation from the Head, if the applicant does not reply, the Dean shall alert the Faculty Association and Faculty Relations Offices as soon as the response deadline has passed. To ensure that the process does not continue in the event that the applicant has abandoned the process, and to ensure the applicant understands the implications of not responding, the Faculty Association shall attempt to contact the applicant as soon as possible to establish whether the applicant wishes to continue with the application. If the applicant wishes to continue with the application, or does not respond to the Faculty Association, the application shall continue and be considered by the FTPC.

28.10 Review of Tenure/Promotion/Transfer Applications

28.10.1 Referee Comments

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

- For those applications in the Teaching and Research stream:

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

- For those applicants in the Teaching-Focused stream:

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

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

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

- b) Once the applicants' materials are received, the Dean shall send the materials to the referees who have indicated a willingness to serve as a referee to obtain signed, written advice from these experts within the discipline or field of study. The Dean shall do so using the template agreed to by the Provost's Office and the Faculty Association.
- c) If, after receiving the letters from the referees, the Dean believes that one or more of the referee letters is inappropriate or is not sufficiently at arm's length and should not be considered as part of the process, the Dean may request permission

to have the referee letter purged from the process. Upon receipt of such a request, the Provost and the Faculty Association shall decide on a course of action. If there is no agreement between the Provost and the Association, the letter shall be considered with the Dean's concerns noted.

- d) By October 22, the Dean shall supply the referee letters to the Head who will use them when writing the assessment and recommendation.
- e) The letters from the referees shall be held confidential to the Provost, Dean, Head, Human Resources, the Faculty Association and Committees operating under these procedures.

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

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

28.10.2 Consultation Process

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

28.10.3 Head's Review and Recommendation

- a) The Head shall review all the materials received as indicated in Appendix 28 A

and shall prepare an evaluation of whether the applicant meets the criteria for tenure and/or promotion, including a recommendation on the application, providing detailed summary of all input received.

- b) By November 3, the Head shall supply the applicant with a copy of the evaluation and recommendation.
- c) By November 10, the Head shall provide the opportunity for the applicant to discuss the evaluation and recommendation. The Head may revise the evaluation and recommendation following this discussion.
- d) By November 18, the final evaluation and recommendation will be provided to the applicant and Dean. In the case of a negative recommendation, the Head must include information about the response process as outlined below.
- e) The applicant shall have the opportunity to respond in writing to the Head's recommendation by November 25. This response shall be submitted to the Dean as Chair of the FTPC, with a copy to the Head. Such a response shall be considered by the FTPC.

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

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

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

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

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

28.11.1 Committee Composition

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

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

Voting members:

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

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

Participating/Non-voting members:

- g) One student appointed by the Students' Union (except School of Architecture, Planning and Landscape. *

- h) One student appointed by the Graduate Students' Association. *
- i) One academic staff member appointed by the Faculty Association.
- j) **For Faculties of 15 members or less, the committee composition will be:**
 - a) **the Chair (a Dean or equivalent from one of the relevant faculties)**
 - b) **three elected members elected by and from among the members from the relevant faculties**
 - c) **a member appointed by the Faculty Association**

For quorum, the following members must be present:

- a) **the Chair;**
- b) **two of the elected members;**
- c) **the member of the Faculty Association.**

*** Participation on FTPC contingent upon availability of student(s) to meet appointment deadline of November 10.**

Quorum- FTPC may not meet unless:

- a) the following members are present:
 - I. the Dean (Chair)
 - II. at least three of the elected academic staff members (two in small Faculties)
 - III. the Provost's appointee
 - IV. the member appointed by the Faculty Association.
 - V. a voting member from the Teaching-Focused stream must be present for all cases from that stream
- b) both genders are represented among the voting academic staff members.

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

No later than November 10 30, the applicant shall be informed of the members of the FTPC by the Dean. The applicant may request a replacement of an individual on FTPC due to a conflict of interest, or perception of a conflict of interest. The Dean shall utilize the alternate as the replacement. The request shall be directed to the Dean in the first instance unless the Dean is the subject of the request. If the Dean is the subject of the request, the request shall be directed to the Provost or the Faculty Association, who jointly shall decide on a course of action.

28.11.2 Committee Procedures

- 28.11.2.1 By November 30, the Dean shall ensure that the committee members are given access to all required documentation and are oriented with respect to these procedures and the criteria relevant to the applications under consideration by the FTPC.
- 28.11.2.3 The committee members shall consider only the documentation provided by the applicant, Head or Dean in accordance with Appendix 28 A, along with the oral evidence presented by the applicant and Head. Committee members may not present additional information at the meeting.
- 28.11.2.4 Voting members shall normally not abstain and shall vote in an open process (not by secret ballot).
- 28.11.2.5 Committee members have an obligation to declare any situation that could be perceived as a conflict of interest. Such individuals shall be disqualified from viewing document for said applicant, attending the deliberations concerning the application and from voting on the application.

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

- 28.11.2.6 Between December 1 and January 15, the FTPC shall meet to review applications for tenure, renewal of tenure track, promotion and transfer between the ranks.
- 28.11.2.7 If half or less of the voting members of the FTPC are in favour of the recommendation that is sought by the applicant, the Dean shall declare a pause in the proceedings. The Dean shall inform the applicant, in writing, of the specific concerns identified by the FTPC, including the substance of adverse comments made by the referees and invite the applicant and the Head to a second meeting of the FTPC. The Dean shall consult with all FTPC members in drafting the letter in order to ensure all concerns of the FTPC members are adequately identified. The FTPC may request further information not already in evidence from the applicant or the Head. The Dean shall give all members of the FTPC a copy of this document.

The Dean shall give the applicant at least five (5) work days to respond in writing to the FTPC. However, if additional documentation is requested from the Head, the applicant must be provided at least five (5) work days from the date of receiving the documentation from the Head to review and respond before the second meeting of the FTPC. Any documentary information provided by the applicant shall be provided to the Head no later than the same time as it is provided to the members of the FTPC.

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

be reconvened.

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

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

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

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

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

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

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

28.12 Dean's Recommendations

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

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

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

28.12.3 By March 1, the applicant shall have the opportunity to submit a written appeal of a Dean's recommendation to the Provost.

- 28.12.4 After the Dean's recommendation has been made, applications shall be processed as follows:
- a) Applications for renewal of a tenure track appointment or an appointment with tenure shall be reviewed by the Provost
 - b) Applications for promotion to Professor or Professor (Teaching) shall be reviewed by the Promotion Review Committee
 - c) Applications for promotion of limited term and contingent term academic staff to Associate Professor, Associate Professor (Teaching), Associate Librarian, Associate Curator, Associate Archivist, Librarian, Curator, Archivist, and within the Counsellor ranks or other ranks or transfer will be processed per the Dean's decision, subject only to an appeal to the Promotion Review Committee.
- 28.13 Provost's Review of Renewal of Tenure Track Appointments and Appointments with Tenure
- 28.13.1 The Provost shall review all recommendations regarding renewal of tenure track appointments and granting appointments with tenure.
- 28.13.2 Prior to making a decision regarding a tenure or renewal of tenure track application or in responding to an appeal the Provost may:
- a) seek advice from members of FTPC
 - b) request a meeting with both the applicant and the Dean but not necessarily together in the same meeting. The applicant may be accompanied by an Advisor. In the request for the meeting, the Provost shall communicate to the applicant the concerns about the application.
- 28.13.3 In making the decision about the tenure or renewal of tenure track application or appeal, the Provost may:
- a) make a decision consistent with the options available under Article 28.11.2.9 a) and b) Such a decision may be appealed by the applicant to the Tenure Appeal Committee, except where the Provost is confirming the recommendation of the Dean and the applicant did not appeal to the Provost; or
 - b) in the case of an appeal, immediately refer the matter to the Tenure Appeal Committee; or

- c) send the application back to the FTPC for reconsideration, and the process will recommence from that point. In the case of reconsideration, the Provost and Faculty Association will establish a new timeline for the process. The Provost may only send the application back to the FTPC once.

28.13.4 By March 15, The Provost shall communicate this decision to the applicant, copied to the Dean, Head, and the Faculty Association.

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

By April 1, an applicant may appeal a tenure or renewal of tenure track decision of the Provost to the Tenure Appeal Committee, by submitting a letter of appeal which includes the grounds for the appeal to the Vice President (Research). Any additional material the applicant wishes the Appeal Committee to consider shall be attached to the letter of appeal.

Unless the applicant appeals, the Provost's decision regarding a tenure or renewal application shall come into effect as of July 1.

28.14 Tenure Appeal Committee

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

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

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

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

28.14.3 The Faculty Association may make a submission regarding process, which must be

considered by the TAC.

- 28.14.4 The TAC shall interview the appellant together with the Provost. If they so choose, the TAC may interview members of the FTPC. If they do so, they may do so in the absence of both appellant and Provost.
- 28.14.5 At any TAC meeting where the appellant is in attendance, the appellant may be accompanied by an Advisor.
- 28.14.6 The TAC may uphold the appeal, deny the appeal, or award an extension where appropriate (as per Article 28.11.2.9).
- 28.14.7 The TAC shall report their decision to the appellant, copied to the Dean, Provost, Vice President (Research), and Faculty Association, no later than June 1.
- 28.14.8 A decision of the TAC to grant tenure and/or promotion (as appropriate), shall come into effect as of July 1.
- 28.14.9 The decision of the TAC shall be final and binding.

28.15 Promotion Review Committee (PRC)

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

28.15.2 Committee Composition

The PRC is composed of the following members:

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

Quorum- PRC may not meet unless:

The following members are present:

- i. The Provost (Chair);

- ii. three of the voting members, including both genders; and one non-voting member.

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

The membership of the PRC will be made public.

28.15.3 Committee Procedures

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

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

28.15.3.3 The PRC review shall consider only the documented evidence provided by the applicant, Head, or Dean in accordance with Appendix 28 A, along with oral evidence presented by the applicant and Dean. This information may be supplemented by material included in an appeal from the applicant. Committee members may not present additional information at the meeting.

28.15.3.4 Each voting member of the PRC shall have one vote. The Chair shall not cast a vote, except to break a tie. Decisions shall be decided by majority vote.

28.15.3.5 PRC members have an obligation to declare any situation that could be perceived as a conflict of interest. Such individuals shall be disqualified from attending the deliberations concerning the case and from voting on the decision. PRC members shall not attend deliberations on cases from their own Faculty.

28.15.3.6 The PRC shall normally meet during the month of April.

28.15.3.7 In every case where the PRC is considering making a determination that a positive recommendation for promotion to full Professor should be denied, the Chair shall inform the applicant, the Dean and PRC, in writing, of the concerns identified by the Committee, including, if appropriate, the substance of adverse comments made by the referees.

The applicant and the Dean of the relevant Faculty shall be invited to meet with the Committee to discuss the original recommendation before the Committee makes its decision. An applicant invited to attend PRC may be accompanied by an advisor. If

the applicant is unable or unwilling to attend, the applicant may authorize the Advisor to attend and speak on his or her behalf, by informing the Chair. If the applicant requests that the PRC proceed without the attendance of the applicant or Advisor, the PRC shall proceed; however the Dean shall not be permitted to attend the meeting.

28.15.3.8 Appeals and cases where PRC invites the applicant to appear shall be handled by PRC using the following procedures:

- a) PRC shall interview the appellant/applicant together with the Dean.
- b) PRC will deliberate after the appellant/applicant, Dean and Advisor (if utilized) have departed.
- c) PRC may uphold or deny the appeal, or send the case back to the FTPC to reconsider. Normally the PRC will only send back a case to the FTPC to deal with procedural deficiencies related to consideration of the case. The PRC may only send a case back to the FTPC once.

28.15.3.9 By May 7, the PRC shall provide a decision in writing to the applicant, copied to the Dean, Head, and Faculty Association. The decisions of PRC are final and binding.

28.16 Promotion on appointment as Senior Leadership Team Member

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

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

28.17 Salary Adjustment following Promotion

Academic staff members who have a successful application for promotion shall receive the following increases in base salary on the July 1 following their approval:

Promotion to	Salary increase
Associate Professor	\$2,400
Associate Professor (Teaching)	
Librarian	
Archivist	
Curator	
Senior Counsellor (Professorial)	

Academic Category A2 Academic Category B2	
Professor Professor (Teaching) Academic Category A3	\$2,700
Associate Librarian Associate Archivist Associate Curator Senior Counsellor (Instructor)	\$1,900

Appendix 28 A: Documents for Tenure, Promotion, Transfer and ~~For~~ Renewal Process

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

Materials required from applicant for all applications:

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

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

A teaching dossier must include:

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

A teaching dossier may include:

- *awards, honours and recognitions,*
- *teaching and learning research,*
- *educational development and leadership,*
- *curriculum development,*

- *teaching in clinical or non-traditional settings (for example: land-based, online and experiential), and*
- *evidence of mentorship.*

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

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

Materials Head uses in producing written assessment:

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

Materials Head is required to submit to FTPC:

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

Material Dean is required to submit to FTPC:

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

Material Dean is required to submit to Provost:

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

Appendix 28 B: Important Dates for Tenure, Promotion, Transfer and/or Renewal Process

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

May 7	Deadline for a final decision by the Promotion Review Committee
June 1	Deadline for a final decision by the Tenure Appeal Committee
July 1	Decisions come into effect

PROPOSED APPROACH: *We would like to have a discussion around several components of the new approach to assessment. Although other issues may arise during our conversation on Article 29, we reserve on providing proposed language, and would first like to discuss language/approaches that addresses the following issues:*

- *Definition of “Head”*
- *Reviewing stated timelines set out in the processes*
- *Standard set of information provided to FACs re: OAA applications*
- *Standardizing a FAC process for large faculties re: OAA applications*
- *Review the removal of academic administrators from the general OAA pool and look at creating a separate pool*
- *Declare specific examples of conflict of interest (e.g. no spouses can sit on FAC if a spousal applicant exists)*

Article 29: Academic Performance Assessment and Progression Through the Ranks

This Article applies to the provision of Progression Through the Ranks (PTR) assessments and Outstanding Achievement Awards (OAA) to be awarded to Continuing, Limited Term, Contingent Term, Special Limited Term, or Pre-Tenure Track Appointment members of the academic staff. The assessment of Sessional Instructors is addressed in Article 23.

29.1 General Principles

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

- The recognition of achievement and high academic standards
- Equity – in addition to the equity commitment in the Preamble to the Collective Agreement and in Article 7, equity means that individuals in similar standing in different areas of the University are treated similarly
- Fairness – means that the principles of natural justice and human rights in the treatment of individuals are observed
- Observance of due process
- Balance between interests of individuals and of the institution
- Balance between procedural transparency and protection of individual rights to privacy
- Allowance of flexibility in procedures without prejudice to the basic rights of fairness and equity for individuals
- Respect for diversity among Faculties
- Appropriate accommodation for disability or illness

29.1.2 Anyone evaluating research and teaching, and service activities integral to them, has a duty not to infringe academic freedom and, in particular, not to

infringe academic freedom through the use of criteria unrelated to scholarly research and teaching.

29.1.3 Any deviations from the provisions of this Article shall require the approval of the Provost and the Faculty Association

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

- a) Academic Administrator: An academic administrator is a Head, Assistant Dean, Associate Dean, Vice Dean (not senior leadership), Associate University Librarian, Associate Vice Provost (Libraries and Cultural Resources), Associate Director (Student and Enrollment Services), the Director of the Educational Development Unit (Taylor Institute for Teaching and Learning), and any others as agreed by the Provost and the Faculty Association. It does not include members of the senior administration.
- b) Academic Performance Report (APR): The biennial academic performance report shall be provided in a form at the discretion of the academic staff member. The APR should provide a summary of the academic staff member's academic work over the assessment period, outlining how the academic staff member has met the criteria in the GFC Handbook and Faculty Guidelines, and identifying any particular achievements they would like to be recognized in the following areas: (1) teaching; (2) research; (3) service, and/or 4) other academic work. The report is expected to be between 2 and 5 pages in length. This report shall be central to the PTR and OAA review processes. In the absence of a report submitted by the academic staff member, the Head's PTR assessment process will be based on the information they are routinely aware of (the assignment of duties, reports of research grants awarded, etc.).

Should an academic staff member apply for an OAA, in addition to the regular APR material, the academic staff member shall be required to provide additional information supporting their application, which demonstrates their excellence and exceptional and outstanding performance. The academic staff member shall use their discretion to determine the appropriate substance and volume of material they wish to be considered for an OAA. However, the expectation is that the supplementary OAA material will be limited to 5 pages in length.

- c) Advisor: An advisor is a Continuing, Contingent Term, Limited Term, Special Limited Term, or Pre-Tenure Track Appointment member of the academic staff or a Faculty Association staff member who is selected by an appellant to accompany them in these processes. The appellant shall inform the committee chair or Provost, as appropriate, of the name of the advisor at least one day prior to the meeting. In any forum where they are acting in this capacity, an advisor has the authority to speak on behalf of, or along with, the

appellant.

- d) Dean means the Dean of the Faculty affected, the Vice-Provost (Libraries and Cultural Resources), the Vice-Provost (Teaching and Learning), the Vice-Provost (Student Experience) or another individual as mutually agreed by the Provost and Faculty Association. The authority of the Dean may not be delegated except in accordance with Article 29.9.1a).
- e) Faculties include Arts, the Cumming School of Medicine, the Haskayne School of Business, Kinesiology, Law, Nursing, the School of Architecture, Planning and Landscape, the Schulich School of Engineering, Science, Social Work, Veterinary Medicine, the Werklund School of Education, Student and Enrollment Services, the Taylor Institute for Teaching and Learning, and Libraries and Cultural Resources. Academic staff outside of these Faculties will be dealt with in accordance with Article 29.12 or by mutual agreement of the Parties.
- f) Head: In Departmentalized Faculties, the Head shall be the Department Head of the unit. In non-departmentalized Faculties, the Head shall mean the position normally designated by the Dean to assign academic duties. The authority of the Head may not be delegated.
- g) Home Faculty: Where academic staff members have joint appointments across multiple Faculties, the home Faculty shall be the Faculty where the majority of the appointment is held or, where there is an equal proportion between two or more Faculties, the Faculty shall be whichever the letter of appointment designates as the Home Faculty. Where the matter is unclear, the Provost and the Faculty Association shall agree on a Home Faculty. In the case of internal university secondments, the Home Faculty shall not be altered. In all cases of joint appointment and secondments, the Head in the Home Faculty shall solicit feedback from the other Faculties/units prior to drafting an assessment and merit recommendation. The decisions/recommendations of the Home Faculty shall apply to the entire appointment of the academic staff member.
- h) Majority vote: A majority vote shall be said to exist where the number of positive votes exceeds the number of negative votes. Where the number of positive votes is the same as the number of negative votes, the Chair must vote to break the tie. The Chair shall not cast a vote, except to break a tie.
- i) Outstanding Achievement Awards (OAAs): OAAs are increases to Rank Salary awarded to a limited number of academic staff. They are intended to recognize excellence and an academic staff member's exceptional and outstanding performance. The value of these Awards is established in

Schedule A. Academic staff shall not be eligible for an OAA if they have received an OAA in the immediately preceding review cycle.

- j) Progression Through the Ranks (PTR) Increases: PTR Increases are the annual increases to Rank Salary for academic staff members who meet the expected standards of performance for academic staff members at the University of Calgary. The value of these increases is established in Schedule A.

29.2 Criteria

- 29.2.1 The performance standards for each rank and the criteria for assessing outstanding achievement shall be established by the General Faculties Council (GFC). GFC's authority shall be limited to issues of criteria only. GFC may delegate the creation of Faculty Guidelines to the Faculty Councils to ensure the distinctive aspects of various disciplines are addressed in the application of the criteria. While the Faculty Guidelines may refine and interpret GFC's criteria, they may not add, contradict, or create new criteria unless specifically authorized to do so by GFC. Neither the GFC criteria nor the Faculty Guidelines shall add to or embellish on any of the processes established in this Article.
- 29.2.2 The criteria for the assessment of individual academic staff members shall be applied in a manner consistent with the range and proportion of duties assigned to the academic staff member under Article 12. PTR increases and OAAs shall be assessed on the full duties performed by the academic staff member.
- 29.2.3 Notwithstanding the payment of administrative honoraria, the administrative role and the quality of academic administration and leadership provided shall be taken into account when considering the overall performance of academic administrators and others who perform administrative tasks.
- 29.2.4 All Deans are required to make available to academic staff members in the Faculty the criteria for assessment.
- 29.2.5 The criteria for the assessment of individual academic staff members in positions outside the Teaching and Research, Teaching-Focused, librarian, curator, archivist, educational development consultant, and counsellor streams shall be based on the duties assigned at the time of hiring, and as mutually amended by the academic staff member and Dean over time, or as

agreed to by the Provost and Faculty Association.

29.3 Application of the Review Process

29.3.1 Academic staff members who commence in the period January 1 through June 30, during an assessment year shall not be required to submit an academic performance report nor be assessed, but shall be provided with a default PTR. If they wish to be considered for an OAA, they may provide an APR with appropriate supplementary information as per Article 29.1.4.b).

Academic staff members who have announced their resignation or retirement from the University to commence by December 31 in an assessment year shall not be required to submit an academic performance report nor be assessed but shall be provided with a default PTR. If they wish to be considered for an OAA, they may provide an APR with appropriate supplementary information as per Article 29.1.4.b).

29.3.2 Where the first PTR for an academic staff member is in the year between assessment cycles, they will receive the full PTR despite the lack of a formal review.

29.3.3 In the case of a new academic staff member, any academic accomplishments which were not reflected in the Curriculum Vitae, or otherwise considered at the time of hiring, may be reported and considered in the first APR review.

29.3.4 Where an academic staff member has been on an unpaid leave of absence for a period greater than 6 months of the reporting period, the PTR shall be prorated to the nearest quarter. This shall include individuals who are on part-time unpaid leave where the cumulative amount of leave equates to great than 6 months of full-time service in the reporting period.

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

Individuals on unpaid leaves of absence for the entire report period will not be required to prepare an academic performance report, and will not be subject to assessment nor eligible for a PTR or OAA. A notation will be placed on the individual's record to clearly show "no entitlement" to distinguish it from a decision to withhold a PTR.

29.3.5 Academic staff members who have been granted a Research and

Scholarship Leave, an Administrative Leave, an Assisted Study Leave or similar paid leaves shall submit an APR, unless the nature of that leave precludes them from doing so. Such individuals shall be reviewed with respect to the period of leave, on the basis of the activities set out in the approved leave application; and with respect to periods before or after the leave, on the normal criteria. For example, if teaching activities are not expected as part of the leave, the individual should not be penalized for not teaching. Nonetheless, if teaching or other relevant activities occur in addition to the proposed leave activities, then these activities should be considered.

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

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

- 29.3.7 Individuals who are on a part-time appointment, not due to a leave, shall be entitled to the full PTR amount applied to the full-time equivalent salary.

29.4 Assessment Cycle

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

For the 2023 cycle only, the deadline established shall be no earlier than July 17, nor later than September 1.

- 29.5 PTR Assessment
- 29.5.1 Following receipt of the APR, the Head shall determine whether the academic staff member meets the standard for a PTR increase. The Head shall exercise good judgment and after seeking advice from relevant sources, recognizing the confidentiality requirements of Article 30.
- 29.5.2 If the Head determines that the academic staff meets the standard for a PTR increase, they shall inform the Dean of such a recommendation, copied to the academic staff member, by September 8. No further analysis is required unless the applicant has requested consideration for an OAA or if the Head wishes to recommend consideration for an OAA. A Head's recommendation in favour of a PTR increase shall be considered final.
- 29.5.3 If the Head is considering not recommending a PTR increase, they shall advise the academic staff member by September 8 that they are considering such a recommendation and invite the member to provide additional information which may aid them in their consideration. The Head shall provide an opportunity for the academic staff member to meet with them by September 22 to discuss this further before finalizing the recommendation to the Dean which shall be submitted by September 30.
- 29.5.4 Following the provisions of 29.5.3, the Head may make a recommendation to the Dean that a PTR increase be awarded and the provisions of 29.5.2 shall apply. Alternatively, where the Head believes that the academic staff member is not meeting the standards for a PTR increase, they shall provide a recommendation to the Dean that describes how the academic staff member is deficient in meeting the standards outlined under the GFC Handbook and Faculty Guidelines. This recommendation to the Dean shall be copied to the academic staff member at the same time as it is submitted to the Dean, no later than September 30.
- 29.5.5 The Dean's office shall notify the Provost's Office and the Faculty Association of any recommendations from Heads to not award PTR increases as soon as reasonably possible after they have been received and in no case longer than 3 work days after receipt.
- 29.5.6 An academic staff member who disagrees with the recommendation to deny a PTR increase may appeal this to the Faculty Assessment Committee through the Dean's office by October 10. The appeal shall include the reasons the appellant believes they meet the criteria.

Should an academic staff member not appeal the recommendation of the Head to deny the PTR increase, the Head's recommendation shall be considered final.

29.6 OAA Consideration

29.6.1 During the PTR Assessment, the Head may identify individuals to be nominated for an OAA. The Head may nominate worthy candidates to the Faculty Assessment Committee for review by submitting the APR along with a brief letter indicating reasons by September 30 through the Dean. The letter shall be copied to the academic staff member at the same time as it is submitted to the Dean.

29.6.2 Individual academic staff members may nominate themselves for an OAA by indicating such on their APR. The Head may make comments or a recommendation based on this nomination if they choose. In either event, the APR will be forwarded to the FAC through the Dean by September 30. Any comments or recommendation made by the Head shall be copied to the applicant at the same time as it is relayed to the FAC.

29.6.3 Where an academic staff member has received comments or a recommendation from the Head under Article 29.6.1 or 29.6.2, they may submit a response to the FAC through the Dean by October 10. Where they had not requested consideration for an OAA, but the Head has recommended such consideration, the academic staff member may submit supplementary information in support of this recommendation, consistent with the provisions in Article 29.1.4.b).

29.6.4 Where a Head has nominated an academic staff member for an OAA and the member subsequently declines, the nomination shall not proceed

29.7 Formative Review

29.7.1 It is recognized that the PTR and OAA reviews may not provide comprehensive formative feedback. To receive formative feedback, all Tenure Track, Contingent Term, Limited Term, Special Limited Term or Pre-Tenure Track Appointment academic staff who have held such positions for five years or less are encouraged to meet with the Department Head and/or Dean to discuss their career progress. Similarly, those who are considering applying for promotion to a higher rank, or those at any stage in their academic career, may wish to meet with the Department Head and/or Dean. The Head and/or Dean shall invite all such members to individual meetings at appropriate times during the year. Academic staff are strongly advised to avail themselves of these meetings as the advice received could be important for

future success in tenure, promotion, or contract renewal.

- 29.7.2 Subsequent to a final decision where an academic staff member has had a PTR withheld, the Dean may arrange for a meeting with the academic staff member to discuss the circumstances that gave rise to the decision and how to proceed. In any such meeting, the academic staff member may be accompanied by an Advisor.
- 29.8 Assessment of Academic Administrators
- 29.8.1 The following Academic Administrators shall be assessed in accordance with this Article:
- a) Academic Administrators who had any period of service as Academic Administrators during the reporting period and remain in an Academic Administrator position.
 - b) Academic Administrators who served for more than 12 months during the reporting period, but are no longer in that role.
- 29.8.2 The following individuals shall not be assessed as Academic Administrators, but shall be assessed as regular academic staff:
- a) Academic Administrators who had no period of service during the reporting period, but have since been appointed as an Academic Administrator. In this situation, the Provost and the Faculty Association shall agree on the appointment of an individual to serve as “Head”.
 - b) Academic Administrators who served for 12 months or less during the reporting period, but are no longer in that role.
- 29.8.3 The assessment of Academic Administrators as defined by 29.8.1, shall be in accordance with Article 29.5, with the role of the Head replaced by the Dean, and the role of the Dean replaced by the Provost (or delegate from the senior leadership team). Should an academic administrator appeal a PTR increase recommendation of the Dean (acting as Head), the FAC will be chaired by the Provost (or delegate) who would act with all the authority of the Dean. If the Provost acts as Dean and subsequent appeals are required, the authority of the Provost would be held by the Vice-President (Research).
- 29.8.4 If, on the recommendation of the Dean, an academic administrator is considered for an OAA, the FAC, as it relates to the consideration of the relevant academic administrator only, will be chaired by the Provost (or

delegate) who would act with all the authority of the Dean. If the Provost acts as Dean and subsequent appeals are required, the authority of the Provost would be held by the Vice-President (Research).

29.9 Faculty Assessment Committees (FAC)

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

- a) The Dean shall be the Chair, voting only in the case of a tie. The Dean may delegate the Chair position to a Vice-Dean (Large Faculty). When the Vice-Dean (Large Faculty) is assigned the Chair, they shall be considered the Dean for all purposes related to those case(s) and the FAC shall be advisory to them. In any cases of conflict of interest, the issue of the FAC Chair shall be resolved by mutual agreement of the Provost and Faculty Association.

Voting members:

- b) Three (3) academic staff members, elected by academic staff in the Faculty (except in large Faculties of more than 200 Continuing, Contingent Term, Limited Term, Special Limited Term or Pre-Tenure Track Appointment members, which shall elect four (4) members). The members shall only be eligible for immediate reappointment to the FAC once, to allow for variation in the committee membership over time. In departmentalized Faculties, there shall not be more than one member from any department. (Note that Faculties may alternatively elect the option provided for in Article 29.9.3.)
- c) One or two academic staff members appointed by the Dean (specifically, to ensure rank, gender, disciplinary, Teaching and Research stream/Teaching-Focused stream, equity, or other representation, when necessary). In Faculties where the number of Continuing, Contingent Term, Limited Term, Special Limited Term, and Pre-Tenure Track Appointment members exceeds 200, the Dean may appoint a third member.

Participating/Non-voting members:

- d) One student appointed by the Students' Union (except in the School of Architecture, Planning and Landscape where the student shall be appointed by the Graduate Students' Association).
- e) One member appointed by the Faculty Association. Where the number of Continuing, Contingent Term, Limited Term, Special Limited Term, and Pre-Tenure Track Appointment members exceeds 200, the Faculty Association

may appoint an additional member.

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

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

No member of the FAC other than the Dean in accordance with Article 29.9.1a) may send a substitute representative to any meeting.

- 29.9.2 No later than one week prior to the FAC meeting, academic staff members shall be informed of the members of the FAC by the Dean. The applicant may request an individual on FAC not be present for their case due to a conflict of interest, or perception of a conflict of interest. The request shall be directed to the Dean unless the Dean is the subject of the request. If the Dean is the subject of the request, the request shall be directed to the Provost or the Faculty Association, who jointly shall decide on a course of action. The Provost and the Faculty Association shall jointly decide on a course of action when this provision impacts quorum.
- 29.9.3 Quorum – the FAC may not meet unless the following members are present:
- a) the Chair
 - b) More than half of the academic staff members elected or appointed under 29.9.1 b) or c) (or 29.9.3).
 - c) one member appointed by the Faculty Association.
- 29.9.4 In the case of Departmentalized Faculties, the Faculty Council may choose to utilize the FAC composition as indicated in Article 29.9.1 as written, or they may choose to replace the elected members in 29.9.1b) with one member elected from each Department (the person who acts as Head would be ineligible to be elected). The Provost's Office and the Faculty Association shall be notified by the Dean of any Faculty Council decision to use this alternative committee membership, and once the alternative form is established, the Dean shall inform the Provost's Office and the Faculty Association of any subsequent Faculty Council decision to return to the 29.9.1 Committee structure.
- 29.9.5 Effective as of 2025, no voting member of the FAC may be considered for an

OAA.

29.9.6 The FAC shall meet between October 15 and November 7 to consider:

- a) Any appeals received related to the PTR increases; and
- b) All recommendations or applications for the OAA.

29.9.7 Decisions of the FAC regarding PTR increases shall be considered advisory to the Dean (subject to appeal under 29.10).

Should the FAC not expend the full allotment of OAAs, the Dean may add individuals to the decisions of the FAC to fully expend the allotment. The Dean may also reject the decision of the FAC to provide an OAA to an academic staff member. Only the Dean's decision to reject the FAC recommendation to provide an OAA shall be subject to appeal to the OAA Appeal Committee. All accepted recommendations from the FAC, by the Dean, are considered final. Any changes (including additions) from the FAC's recommendations that affect academic administrators as defined in Article 29.8.1 or 29.8.2 shall require the additional approval of the Provost.

29.10 Appeals to a Faculty Assessment Committee regarding PTR

29.10.1 When an appeal of a Head's negative recommendation for a PTR increase is being considered, the Chair of the FAC shall invite the appellant and the appellant's Head to be present together. The appellant may make a brief presentation as to how they meet the criteria before the appellant and the Head respond to any questions from the FAC. The appellant and the appellant's Head shall not be present when the Committee deliberates and votes on the appeal.

29.10.2 If an appellant wishes to appear before the FAC but is unable to do so, the Chair of the FAC may make whatever accommodations the Chair believes to be reasonable to allow this to happen. This may include: the appellant naming a representative from among the Continuing, Contingent Term, Limited Term, Special Limited Term or Pre-Tenure Track Appointment academic staff to act on their behalf; video conferencing; or scheduling a different time. If no reasonable accommodation is possible, the FAC may convene based on the written appeal; however, the Head shall not be present.

29.10.3 Where an appellant declines an invitation to appear before a FAC, the Head shall not be present during any discussion of the appeal. In such a situation, if the FMC determines that it requires clarification of factual information, it shall be solicited from both the appellant and the Head simultaneously in

written form or by video conference.

- 29.10.4 At any FAC meeting where the appellant is in attendance, the appellant may be accompanied by an Advisor.
- 29.10.5 The academic staff member shall be notified of the FAC's recommendation regarding the PTR increase as well as the decision of the Dean by November 14. With respect to PTR appeals, the FAC only has the authority to recommend the following:
- (a) Award the PTR increase;
 - (b) Deny the appeal and withhold the PTR increase (as per Schedule A, 1.2.1); or
 - (c) Where sufficient mitigating factors apply, deny the appeal, but provide a full or partial PTR increase.

In considering the recommendations, the Dean is similarly constrained to these options.

- 29.10.6 The Dean's decision may be appealed to the PTR Tribunal (see Article 29.13) through the Provost's Office by November 30.
- 29.11 Outstanding Achievement Awards
- 29.11.1 The value and number of Outstanding Achievement Awards shall be established in Schedule A.
- 29.11.2 Decisions regarding the disbursement of the OAAs shall be made by the FAC by a majority vote based on the criteria established in the GFC Handbook and Faculty Guidelines and based on the requirements of this Article 29.
- 29.11.3 The distribution of the OAAs shall take into account the diversity of the faculty, including rank, status, stream, and matters of equity, diversity, inclusion, and accessibility.
- 29.11.4 The FAC shall base their decisions on the information provided by the academic staff member and the Head. No other information shall be considered.
- 29.11.5 The Dean shall inform applicants and those nominated by the Head as to whether they will be receiving an OAA by November 22. Where the Dean has changed the recommendation of the FAC, the Dean shall include such

information in this letter. Where the Dean has overturned a positive recommendation of the FAC, the individual may appeal this to the OAA Appeal Committee through the Provost's office by December 7.

- 29.11.6 A Faculty may choose to opt out of the OAA system and instead have the equivalent value of the OAA applied equally to all academic staff members who would be assessed through the PTR/OAA process. To make this election requires a vote of 75% of all such academic staff members, plus the concurrence of the Dean. This decision by the Faculty must be made before the deadline for APRs to be submitted in a given review cycle.

For 2023 only, the deadline for this option will be extended to September 29, 2023.

29.12 Process Outside of Faculties

- 29.12.1 For all academic staff outside of Faculties (as defined in 29.1.4e)), this section shall apply.

- 29.12.2 The "Head" shall be the individual designated in the hiring letter as being responsible for the assignment of duties. Where this is unclear, the Head shall be agreed upon by the Provost and Faculty Association.

- 29.12.3 Any recommendation by the Head to withhold a PTR increment may be appealed directly to the PTR Tribunal.

- 29.12.4 Any recommendation from the Head, or application by the academic staff member, for an OAA will be determined by the Provost (subject to Article 29.1.4.i).

- 29.12.5 The timelines provided for elsewhere in Article 29 shall apply to the cases covered by Article 29.12 *mutatis mutandis*.

29.13 PTR Tribunal

- 29.13.1 A PTR Tribunal shall be established separately for each PTR appeal. It shall be composed of the following members:

- a) three (3) academic staff members holding Continuing, Contingent Term, or Limited Term appointments, jointly appointed by the Provost and the Faculty Association, including more than one gender and with appropriate equity considerations as relevant to the appellant. The Provost and Faculty Association shall designate one of these members as the Chair.

- b) one (1) non-voting member appointed by the Faculty Association

None of the members of the committee shall be from the appellant's Faculty or Unit.

- 29.13.2 The PTR Tribunal shall review the letter of appeal, the academic staff member's original APR, the Head's recommendation, any materials provided to the FAC, the Dean's decision, and any other material submitted by the appellant with the appeal. The PTR Tribunal may request any additional information it deems appropriate.
- 29.13.3 The Faculty Association may make a submission regarding process, which must be considered by the PTR Tribunal.
- 29.13.4 The PTR Tribunal shall interview the appellant together with the Dean. The processes enumerated in Articles 29.10.1 through 29.10.3 shall apply for the PTR Tribunal.
- 29.13.5 At any PTR Tribunal meeting where the appellant is in attendance, the appellant may be accompanied by an Advisor.
- 29.13.6 The PTR Tribunal may:
 - a) uphold the appeal and grant the PTR increase;
 - b) deny the appeal and withhold the PTR increase (as per Schedule ,1.2.1)
 - c) where non-culpable or mitigating factors apply, deny the appeal, but recommend the Provost provide the full or partial PTR increase.
- 29.13.7 The PTR Tribunal shall report their decision to the appellant, copied to the Dean, Provost, and Faculty Association, preferably by December 21, but in any event no later than January 31.
- 29.13.8 The decision of the PTR tribunal shall be considered advisory to the Provost.
- 29.14 OAA Appeal Committee
 - 29.14.1 Once any appeals regarding OAAs have been received, an OAA Appeal Committee shall be established.
 - 29.14.2 The composition of the Appeal Committee shall be established by the joint decision of the Provost and Faculty Association, consistent with the

composition of the PTR Tribunal as listed in 29.13.1. However, by decision of the Provost and Faculty Association, the Appeal Committee may deal with multiple cases. Alternatively, the Provost and Faculty Association may choose to establish two or more Appeal Committees to deal with the Appeal cases or groups of cases. The Committees shall be established by December 21st.

- 29.14.3 The Appeal Committee shall review the letter of appeal, the academic staff member's original APR, any supplemental material related to their OAA application, the Head's recommendation, any materials provided to the FAC, the Dean's decision, and any other material submitted by the appellant with the appeal. The Appeal Committee may request any additional information it deems appropriate, especially as it relates to comparable cases.
- 29.14.4 The Faculty Association may make a submission regarding process, which must be considered by the Appeal Committee
- 29.14.5 The Appeal Committee shall interview the appellant together with the Dean. The processes enumerated in Articles 29.10.1 through 29.10.3 shall apply for the Appeal Committee, *mutatis mutandis*.
- 29.14.6 At any Appeal Committee meeting where the appellant is in attendance, the appellant may be accompanied by an Advisor.
- 29.14.7 The Appeal Committee may:
- a) uphold the appeal and grant the OAA increase; or
 - b) deny the appeal.

The Appeal Committee shall not be constrained by the limits in number of OAAs as provided in Schedule A.

- 29.14.8 The Appeal Committee shall report their decision to the appellant, copied to the Dean, Provost, and Faculty Association by January 31.
- 29.14.9 The decision of the Appeal Committee shall be final.
- 29.15 Performance Guidance
- 29.15.1 The assessment of academic performance and Progression Through the Ranks processes do not restrict the Governors from providing guidance to academic staff members and academic administrators.

- 29.15.2 Where the performance of academic staff members warrant, disciplinary action may be taken in accordance with Article 20.
- 29.15.3 Although separate processes, the Governors are permitted to rely on information arising out of the academic assessment process to provide guidance to academic staff members, or in the case where academic performance is the subject of any disciplinary action.
- 29.16 Reporting/Review
- 29.16.1 At the conclusion of the assessment cycle, the Provost's office shall prepare a summary of all cases where the Head recommended the withholding of a PTR and their ultimate disposition. This report shall be provided to the Faculty Association.
- 29.14.2 The Provost's office shall also provide a summary of all cases where the Dean changed a recommendation as made by the FAC or added to the recommendations of the FAC. This report shall be provided to the Faculty Association.
- 29.16.3 Following each FAC cycle, the Provost's office shall prepare a statistical summary of all OAAs including the number distributed in each Faculty by rank and gender. This report shall be provided to the Faculty Association.
- 29.16.4 Copies of all academic performance reports, Heads' assessments, Deans' recommendations and final communications from the Provost's office shall be made available to the Faculty Association upon request.
- 29.16.5 Following each assessment cycle, representatives of the Provost's office and the Faculty Association shall meet to review the reports listed above, any concerns raised through the processes, and matters of equity of distribution of OAAs (including equity, diversity, inclusion, accessibility concerns as well as rank, status, stream, and discipline).

RATIONALE: Changing from President to Provost makes more practical sense.

Article 31: Resignation

- 31.1 A member of the academic staff intending to resign shall write a formal letter of resignation to the **President, Provost**, with a copy to the Head of the Department and to the Dean, as early as possible, and preferably not later than four months before the date of resignation.

RATIONALE: Proposed changes to Article 26 have been included in proposal.

Letter of Understanding: Article 26.3 Arbitration

- ~~1. The Parties acknowledge the impact of the Labour Relations Code on the negotiation and resolution processes established in the collective agreement. As such the provisions of article 26.3 shall be suspended except by mutual agreement of the Parties and so far as it complies with the Labour Relations Code.~~
- ~~2. The Parties agree to review the provisions related to bargaining dispute resolution in the next round of bargaining.~~

RATIONALE: *New procedures have been developed and added to Article 29.*

~~Letter of Understanding: Merit Assessment Process~~

- ~~1. The Parties agree to continue discussions regarding the merit assessment process and potential changes to Article 29, and shall include but not be limited to ensuring principles of equity, diversity, and inclusion are reflected in the merit assessment process.~~
- ~~2. To that end, the Parties shall each appoint three members to undertake this review. Each Party may also appoint an additional resource member.~~
- ~~3. Each party will designate a co-chair from among its selected representatives.~~
- ~~4. By mutual agreement of the co-chairs, the discussions may include consultation with appropriate members of the academic staff and/or senior leadership team members.~~
- ~~5. As time is of the essence if changes are to be made before the next assessment cycle, the Parties shall commence these discussions as soon as possible, with the view to providing an initial report to both of the Parties by January 31, 2023.~~

Schedule “A”

Proposed Increases to the “Salary Scales and Increments” and “Generic Academic Ranks” set out in Schedule “A”:

- Effective the date of ratification or July 1, 2024 (whichever occurs later): 2%
- Effective July 1, 2025: 2%
- Effective July 1, 2026: 1.75%
- Effective July 1, 2027: 1.75%

Housekeeping Proposal: Salary Scales and Increments **PTR Values**

Schedule "B" Salaries and Economic Benefits applicable to Academic Staff Members holding Sessional Appointments

Proposed Increases to the Grid Set out in Article 1.1 of Schedule "B":

- Effective the date of ratification or July 1, 2024 (whichever occurs later): 2%
- Effective July 1, 2025: 2%
- Effective July 1, 2026: 1.75%
- Effective July 1, 2027: 1.75%

10. Sessional Travel Fund

10.1 Each Contract Year (i.e. July 1 to June 30), the Governors shall provide the Association with \$30,000 to be awarded to sessional academic staff for travel expenses related to their academic work, or expenses related to attending conferences whether or not travel is involved. The nature of the travel or conference must be relevant to the sessional staff member's current or expected work at the University of Calgary.

~~10.1.1 For the 2022/23 year, the Governors shall additionally provide the Association with the unexpended amounts from the 2019/20, 2020/21, and 2021/22 Contract Years.~~

10.2 The Association shall establish a committee to review applications and select the recipients. At their sole discretion, the Governors may appoint a non-voting representative to the committee who shall be provided all of the same materials as the other members of the committee.

10.3 Sessional staff members are eligible to apply for reimbursement from the Sessional Travel Fund if they have held a sessional contract within the last five years and:

a) they are or will be holding a sessional contract at the time the expenses are incurred; or

b) they expect to return to an academic position at the University of Calgary within the next year.

Priority shall be given to those sessional staff members whose primary employment is with the University of Calgary and those who do not have other sources of funding for travel or conference attendance.

10.4 The Association shall not use the sessional travel funds for any purpose other than the provision of funding to sessional staff members, consistent with this Article. Unexpended funds may be carried forward to the following year. The Association shall make a full

accounting of all expenditures under the fund to the Governors on an annual basis in October.

- 10.5 The Association's Board of Directors shall establish appropriate policies and provisions to ensure adequate advertising, an appropriate application process, timely decisions, and such other matters as they deem appropriate consistent with this Article.
- 10.6 Reimbursement from the Sessional Travel Fund is intended to be a non-taxable benefit to Sessionals. The Association shall ensure such reimbursement to Sessionals is supported by appropriate documentation and in accordance with the Income Tax Act and applicable CRA Guidelines.