

Collective Agreement

Between

**The Board of Governors of
Grant MacEwan University**

And

**The Faculty Association of
Grant MacEwan University**

July 1, 2017 – June 30, 2019

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INTRODUCTION

This Agreement is made, in accordance with the Post-Secondary Learning Act of Alberta,

BETWEEN

the Board of Governors of Grant MacEwan University, being a Board within the meaning of the Act,

AND

the Faculty Association of Grant MacEwan University, being an academic staff Association within the meaning of the Act.

ARTICLE 1 Duration of Agreement

1.1 Duration

- 1.1.1 This Collective Agreement will be in full force and effect from the date this Agreement is ratified until and including June 30, 2019.
- 1.1.2 Such altered Agreement will be made effective on the date of ratification unless specifically agreed otherwise.

1.2 Legislation

- 1.2.1 In the event of a conflict between a provision of the Agreement and any applicable legislation, the remaining provisions will remain in effect for the duration of the Agreement. The parties to the Agreement will promptly meet and attempt to negotiate a substitute for the provision in conflict. If no agreement can be reached, the provision in dispute will be settled according to the impasse resolution mechanism provided for in the Agreement.
- 1.2.2 In the event of a conflict between rules and regulations of the University and this Collective Agreement, this Collective Agreement will take precedence.

ARTICLE 2 Definitions

2.1 General

- 2.1.1 The following definitions refer to terms included in this Collective Agreement.

2.2 Persons or Parties Bound by the Agreement

- 2.2.1 “Academic Unit” refers to a Department or equivalent entity.
- 2.2.2 “Association” designates the Faculty Association of Grant MacEwan University.
- 2.2.3 “Board” designates the Board of Governors of Grant MacEwan University.
- 2.2.4 “University” means Grant MacEwan University, as governed under the Post-Secondary Learning Act, and includes the Board or designate, as appropriate.
- 2.2.5 “University President” designates the President of Grant MacEwan University and “Provost” designates the Provost and Vice-President Academic.
- 2.2.6 “Dean” designates the administrative officer of a Faculty, School, or comparable entity whose Members are subject to this Agreement. Wherever Dean appears in this Agreement, it will mean the equivalent administrative officer.
- 2.2.7 “Member” refers to any person who is employed by the University in an academic staff appointment pursuant to the Post-Secondary Learning Act of Alberta and other applicable statutes, and for the duration of this Agreement includes at least the following:
 - 2.2.7.1 Professorial Ranks;
 - 2.2.7.2 Faculty School Advisors. Whenever Faculty School Advisor appears in this Agreement, it will also include those employees hired and still employed under the Instructional Assistant title;
 - 2.2.7.3 Professional Resource Faculty Members: Counsellors, Learning Specialists, Librarians, Nursing Laboratory Resource Professionals, and Writing and Learning Consultants;
 - 2.2.7.4 Faculty Development Coordinator;

- 2.2.7.5 Science Lab Supervisors;
- 2.2.7.6 Science Lab Instructors;
- 2.2.7.7 English as an Additional Language Instructors; and
- 2.2.7.8 University Preparation Instructors.
- 2.2.8 “Tenured Member” means a Member whose appointment is continuous from year to year, subject to the right of the Provost to dismiss in accordance with Article 18 or subject to the provisions of Article 16.
- 2.2.9 “Tenure-Track Member” means a Member who, upon satisfactory completion of the probationary period, will become a Tenured Member.
- 2.2.10 “Contractually-Limited-Term Member” means a Member whose appointment is for a fixed period. This includes the categories of Sessional, Sessional-Extended, Full-Time and Part-Time Limited-Term, and Nurse Educator.

2.3 General Terminology

- 2.3.1 “Agreement” refers to the Collective Agreement Between the Board of Governors of Grant MacEwan University and the Faculty Association of Grant MacEwan University.
- 2.3.2 “Academic Year” refers to a period from September 1 to August 31 of the following calendar year.
- 2.3.3 “Term” refers to one (1) of three (3) periods of instruction into which the University’s Academic Year is divided, namely:
 - 2.3.3.1 Fall Term, normally September through December;
 - 2.3.3.2 Winter Term, normally January through April;
 - 2.3.3.3 Spring/Summer Term, normally May through August.
- 2.3.4 A “working day” is a day during which normal University operations occur, and does not include Saturday, Sunday, Statutory Holidays, or other holidays declared by the University from time to time.
- 2.3.5 “Instructional Hour” is the standard unit of instruction.
- 2.3.6 If the context requires, the singular means, or includes, the plural, and vice versa.

2.4 Consultation

- 2.4.1 Where consultation is required by this Agreement, such consultation will be deemed to have occurred once the following actions have been taken:
 - 2.4.1.1 The Dean advises the affected Member of the issue involved;
 - 2.4.1.2 The Dean hears and discusses the concerns of the Member prior to reaching a decision or making a recommendation on the matter; and
 - 2.4.1.3 The Member is notified of the Dean’s decision or recommendation without undue delay. Such notification will be given to the Member in writing, if the Member so requests.

2.5 Official File

- 2.5.1 The Official File is the paper or electronic medium, located in Human Resources, the Office of the Provost, and the Office of the Dean, in which a Member’s terms and conditions of employment are stored.

ARTICLE 3 **Negotiations: Procedures and Impasse Resolution**

3.1 **Collective Bargaining**

3.1.1 The Board and the Association will exchange written bargaining proposals on or before February 1, 2019, with respect to the said renegotiation.

3.1.2 Promptly thereafter, the parties will meet and in good faith endeavour to resolve all differences between them with respect to those bargaining proposals. Such proposals may be in the form of a request to open discussion on a specific issue.

3.2 **Mediation**

3.2.1 If, by May 31, 2019, the Association and the Board have been unable to agree upon the terms of a new Agreement, either party may request mediation and, if the other party agrees, ask the Director of Mediation Services of the Province of Alberta to appoint a person to act as a mediator (“Mediator”).

3.2.2 No person will be appointed as a Mediator who:

3.2.2.1 Is directly affected by the dispute;

3.2.2.2 Has been involved in an attempt to negotiate or settle the dispute; or

3.2.2.3 Is not a resident of Alberta.

3.2.3 Upon the appointment of a Mediator, the Director of Mediation Services will notify the Board and Association accordingly.

3.2.4 In the event a Mediator is appointed, the parties will promptly meet with the Mediator in an attempt to resolve any outstanding differences.

3.2.5 A Mediator will, upon appointment, in any manner that he or she thinks fit, inquire into the dispute and endeavour to effect a settlement.

3.2.6 The Mediator will make a report and such report (the “Report”) will recommend the terms of settlement to the parties.

3.2.7 Within ten (10) working days of receiving the Report, the Board and the Association will accept or reject the Report.

3.2.8 If both parties accept the Report, they will promptly conclude negotiations and execute an agreement pursuant to the Report.

3.2.9 If either party rejects the Report, or if mediation is not agreed upon, either party may initiate binding arbitration pursuant to Article 3.3 by giving written notice of its desire to proceed to binding arbitration to the other party and setting out therein the items remaining in dispute.

3.2.10 The parties will bear equally the expenses of the mediation process.

3.3 **Arbitration**

3.3.1 Each party, within ten (10) working days of the dispute being referred to binding arbitration pursuant to Article 3.2.9, will appoint a person to act as a member of the arbitration Board, and will forthwith notify the other party of such appointment.

3.3.2 The two (2) persons appointed to act as members of an arbitration Board will attempt to mutually agree upon a third person to act as Chair of the arbitration Board within ten (10) working days of the date the second person is appointed.

- 3.3.3 No person will be appointed to an arbitration Board who:
- 3.3.3.1 Is directly affected by the dispute;
 - 3.3.3.2 Has been involved in an attempt to negotiate or settle the dispute; or
 - 3.3.3.3 Has not resided in the Province of Alberta for one year immediately preceding the date of the appointment.
- 3.3.4 The arbitration Board has the power to determine its own procedure but will give full opportunity to the Board and the Association to be heard, and without limiting the generality of the foregoing, the arbitration Board may:
- 3.3.4.1 Receive as evidence the Report referred to in Article 3.2.6; and
 - 3.3.4.2 Receive as evidence the current status and amount of the grants and assistance provided to the University by the Minister of Advanced Education and the cost of living increases existing in the Edmonton area for the twelve (12) months preceding the contract negotiations, but the arbitration Board will not be bound by the said information or any rules relating to same.
- 3.3.5 If, without reasonable cause shown, either party to the proceedings before the arbitration Board fails to attend or be represented, the arbitration Board may proceed as if the party had duly attended or been represented.
- 3.3.6 If the Board or the Association fails to appoint a person as a member of an arbitration Board, the Chair of the Labour Relations Board may, at the request of either party, appoint a person to act as a member on its or their behalf.
- 3.3.7 When the two (2) persons appointed as members of an arbitration Board fail to appoint a person to act as Chair, the Chair of the Labour Relations Board will, at the request of either party, appoint a person to act as Chair of the arbitration Board.
- 3.3.8 Where a vacancy occurs in the membership of an arbitration Board, it will be filled in the same manner as provided for in the original appointment of the member or Chair.
- 3.3.9 Where an arbitration Board is established, each party will forthwith deliver a statement in writing to the Chair stating the items which remain in dispute.
- 3.3.10 The arbitration Board will conduct its inquiry, make an award, and in its award deal with each arbitral item in dispute.
- 3.3.11 An arbitration award may be retroactive in whole or in part.
- 3.3.12 The arbitration Board's award will be signed by such members as concur therein and will be transmitted in writing to the Association and the Board as soon as possible.
- 3.3.13 An award of an arbitration Board is binding upon the Association and on every Member on whose behalf it was bargained collectively and upon the Board. The Board and the Association will forthwith give effect to it.
- 3.3.14 The terms of the awards relating to, entering into, renewing, or revising a Collective Agreement will be included in a Collective Agreement and promptly executed by the parties.

- 3.3.15 A decision of the majority of the members of an arbitration Board is the decision of the arbitration Board, but if there is no majority, the decision of the Chair governs and the decision will be deemed to be the award of the arbitration Board.
- 3.3.16 Each party to the dispute will bear the expense of its representative appointed to the arbitration Board, and the two parties will share equally the expense of the Chair of the arbitration Board.

3.4 Preparation of the Agreement

- 3.4.1 If either the Board or the Association refuses to participate in the preparation of a Collective Agreement in accordance with Article 3.3.14 of this procedure for dispute settlement, the other party may prepare the Collective Agreement giving effect to:
- 3.4.1.1 The awards of the arbitration Board; and
- 3.4.1.2 Such other matters as are agreed to by the parties, and will submit the Agreement to the arbitration Board to certify in each case that the Agreement accurately incorporates the awards of the arbitration Board.
- 3.4.2 When an arbitration Board receives a Collective Agreement pursuant to Article 3.4.1 and it is satisfied that it gives effect to its award, the arbitration Board will certify the Collective Agreement as accurately incorporating its award.
- 3.4.3 Upon certification by the arbitration Board pursuant to Article 3.4.2, the Board and the Association will sign the Collective Agreement.
- 3.4.4 If, at the expiration of ten (10) working days after the date of certification by the arbitration Board, neither party to the Agreement has signed it, or one party to the Agreement has signed it, the Collective Agreement thereupon becomes a Collective Agreement between the parties as if they had both signed it and is effective from the date or dates specified in the Agreement or, if there are no dates, from the date or dates specified by the arbitration Board.
- 3.4.5 A Collective Agreement referred to in Article 3.4.4 is binding upon the Association and every Member on whose behalf it was bargained collectively, and the Board.

3.5 Single Arbitrator

- 3.5.1 Where the Board and the Association agree that a single arbitrator is appropriate, then they may establish an individual as an arbitration Board in accordance with this dispute settlement procedure.
- 3.5.2 A single arbitrator will be appointed in the same manner and will have the same powers and be subject to the same limitations as a three-member arbitration Board referred to in this procedure.

3.6 Time Limits

- 3.6.1 Notwithstanding the time limits referred to in this Article, any of them may be extended at any time upon the mutual written Agreement of the parties to this Agreement. For the purposes of this Clause, the time limits may be extended by the University President or designate, on behalf of the Board, together with the President of the Faculty Association on behalf of the Association.

ARTICLE 4 Disputes and Grievances

4.1 Categories of Faculty Grievances

- 4.1.1 If any difference concerning the interpretation, application, operation, or alleged violation of this Agreement, or any question as to whether any difference is arbitrable, arises between the parties or the persons bound by this Collective Agreement, such difference will be deemed a grievance. The four different types of faculty grievances are defined as follows:
- 4.1.1.1 Individual Member grievance: grievance relating to an individual employee;
- 4.1.1.2 Group grievance: grievance relating to a group of employees similarly affected by the employer's action;
- 4.1.1.3 Association grievance: sometimes used interchangeably with policy grievance, but also referring specifically to a grievance directly affecting the Association; and
- 4.1.1.4 Policy grievance: grievance by the Association which may involve a matter of general policy or of general application of the Collective Agreement.

4.2 Informal Dispute Resolution and Grievance Procedures

- 4.2.1 Informal Dispute Resolution
- 4.2.1.1 To promote the earliest possible resolution of disputes arising out of this Collective Agreement, issues should be brought forward for discussion within ten (10) working days with the appropriate parties with the intent of informal dispute resolution.
- 4.2.1.2 Informal dispute resolution is not mandatory.
- 4.2.1.3 Matters of discipline will not be subject to informal dispute resolution.
- 4.2.1.4 Informal Dispute Resolution and Step 1 will not apply to Group, Association, or Policy grievances. Group, Association, or Policy grievances will be initiated at Step 2.
- 4.2.2 Step 1 Grievance
- 4.2.2.1 Within thirty (30) working days of the difference arising, regardless of the cause or source of the difference, if an informal dispute resolution has not been reached, the Member will submit the complaint to the Association. If the Association decides to proceed with a grievance, they will file the grievance in writing with the appropriate Dean, with a copy to Human Resources and the Member, outlining the nature of the difference and the resolution sought.
- 4.2.2.2 In matters to be grieved arising from the discipline of a Member, a grievance will be filed at Step 1 within ten (10) working days of receipt of the discipline.
- 4.2.2.3 Within ten (10) working days of the receipt of the grievance, the Member, the Dean, and one representative from each of Human Resources and the Association will meet and attempt to resolve the difference. This step will not continue beyond ten (10) working days from the date of the first grievance meeting.
- 4.2.2.4 An Association representative will accompany the Member through all steps of the grievance procedure.

- 4.2.3 Step 2 Grievance
 - 4.2.3.1 Within ten (10) working days of the expiration of Step 1, the Association may file the grievance in writing with the Provost.
 - 4.2.3.2 Within ten (10) working days of the grievance being filed at Step 2, the Member, the Provost, and one representative from each of Human Resources and the Association will meet and attempt to resolve the difference. This step will not continue beyond ten (10) working days from the date of the first meeting.
 - 4.2.3.3 When the resolution of the grievance is not accomplished with the expiration of Step 2, the Association may elect to resolve the dispute through grievance arbitration, as set forth in Article 5.

4.3 Board Grievances

- 4.3.1 Grievances by the Board will be filed with the President of the Association within thirty (30) working days of the difference arising. If the grievance is not settled within thirty (30) working days of the grievance being filed, the Board may refer the difference to grievance arbitration as set forth in Article 5.

4.4 Failure of the University to Process

- 4.4.1 When there is a failure by the University to meet the time limits set out in Article 4.2, then, upon expiry of such time limits, the Association may advance the grievance to the next step.

4.5 Failure of the Association to Process

- 4.5.1 When there is a failure by the Association to file or advance the grievance within the time limits set out in Article 4.3, the grievance will be deemed abandoned.
- 4.5.2 When there is a failure by the Association to respond to a Board grievance within the time limits set out in Article 4.4, the Board may elect to advance the grievance to arbitration as outlined in Article 5.

4.6 Grievance Time Limits

- 4.6.1 The time limits in this Article may be extended by the mutual consent of the parties to the grievance. For purposes of this sub-clause, the time limits may be extended:
 - 4.6.1.1 On behalf of the University, by the Dean or Provost, as applicable to the step of the grievance procedure in question, and on behalf of the Association by the President.
- 4.6.2 Requests for extensions will not be unreasonably denied by either party.

ARTICLE 5 Grievance Arbitration

- 5.1 Provided that the Association has complied with the terms of Article 4, the Association may elect to advance the grievance to arbitration according to the terms of this Article.
- 5.2 **Notice**
 - 5.2.1 Within ten (10) working days of the expiry of the time limits set forth in Article 4.3 or Article 4.4, the grieving party will notify the other party to the grievance, in writing, of its desire to submit the grievance to arbitration.

5.2.2 Such notice will contain a statement outlining the nature of the grievance and the redress sought, and will name the first party's nominee to the arbitration Board.

5.3 Convening the Arbitration Board

5.3.1 The recipient of the notice will, within ten (10) working days of receipt of such notice, inform the other party of the name of its nominee to the arbitration Board.

5.3.2 The two (2) nominees so selected will, within ten (10) working days of the appointment of the second of them, appoint a mutually acceptable third person who will be the Chair.

5.3.3 If either of the parties to the grievance fails to name its nominee to the arbitration Board within the time limits herein provided, such appointment will be made by the Minister of Community and Social Services upon the application of the other party, giving three (3) working days' notice of such application.

5.3.4 Similarly, if the two (2) nominees fail to agree upon a Chair, the appointment will be made by the Minister of Community and Social Services, upon application by either party upon three (3) working days' notice to the other.

5.4 Arbitration Hearing

5.4.1 After the arbitration Board has been duly formed, it will meet as soon as possible after the appointment of the Chair and hear such evidence as the parties to the grievance may desire to present, in order to assure a full and fair hearing.

5.4.2 The arbitration Board will render its decision in writing to the parties as quickly as possible after the completion of the hearing.

5.4.3 The decision of the majority is the award of the arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chair governs and will be deemed to be the award of the arbitration Board.

5.5 Powers of the Arbitration Board

5.5.1 The arbitration Board has the authority to:

5.5.1.1 Allow for clerical errors or clerical omissions in the framing of the grievance;

5.5.1.2 Request the attendance of any witness it deems necessary;

5.5.1.3 Keep a record of the proceedings;

5.5.1.4 Request access to any documents or other materials relating to the dispute; and

5.5.1.5 Correct any typographical error or omission in the Agreement or any previous award.

5.5.2 The arbitration Board, by its decision, will not alter, amend, or change the terms of this Agreement nor will it render any decision inconsistent with the terms of the Agreement.

5.5.3 Where in ruling on a grievance, an arbitration Board determines that this Agreement has been violated but finds no redress specified in the Agreement, the Board will determine a fair and adequate remedy.

5.5.4 Notwithstanding any other provision of this Agreement, and provided that the arbitration Board determines that no substantial wrong or substantial prejudice has occurred, a grievance will not, at any stage in the process, be defeated because of any defect in form or because of a failure to adhere to timelines.

5.6 Expenses of Arbitration Board

5.6.1 Each party to the difference will bear the expense of its respective nominee to the arbitration Board, and the two parties will bear equally the expenses of the Chair.

5.7 Waiver of University Responsibilities

5.7.1 The Member and all necessary witnesses will have their University responsibilities waived during the period of time they are required to attend grievance arbitration hearings.

5.8 Grievance Arbitration Time Limits

5.8.1 Notwithstanding the time limits referred to in this Article, any of them may be extended at any time upon the mutual written agreement of the parties to the grievance. For the purposes of this sub-clause, the time limits may be extended by:

5.8.1.1 The Provost, on behalf of the University; and

5.8.1.2 In the case of an Association grievance, or an individual grievance carried by the Association on a Member's behalf, the Association President on behalf of the Association or the Member.

ARTICLE 6 Joint Committee for the Management of the Agreement

6.1 Within ten (10) working days of this Agreement coming into effect, the University and the Association will form a Joint Committee for the Management of the Agreement. The Committee will exist for the entire duration of this Agreement.

6.2 The Committee will be composed of three (3) representatives each of the University and of the Association. Each party will appoint its representatives and inform the other in writing of the names of or changes to its representatives.

6.3 The Committee may use the services of such consultants and resource people as they see fit, and such persons may be invited to attend committee meetings.

6.4 The objectives of the Committee will be:

6.4.1 To review matters of concern, especially those arising from the management or interpretation of the Agreement;

6.4.2 To reach consensus, where possible, on those issues that are specifically placed before it by the terms of this Agreement;

6.4.3 To facilitate good communication and develop a spirit of co-operation and mutual respect between the parties; and

6.4.4 To serve as a forum for the exchange of information and function in an advisory capacity to the University and the Association.

6.5 The Committee will not limit access to grievance, nor the rights of Members to grieve as set out in this Agreement; however, the Committee will not hear matters that have been formally grieved or submitted to grievance arbitration.

- 6.6 The Committee is not a substitute for negotiations and will have no power to approve amendments to the Collective Agreement, but may recommend:
 - 6.6.1 Changes to the procedures for the application of the Collective Agreement; and
 - 6.6.2 Changes to the Collective Agreement, for consideration during future collective bargaining.
- 6.7 The Committee will determine its own rules of procedure, subject to the following provisions:
 - 6.7.1 Two (2) members of the Committee, one from each party, will be designated by the Committee as joint Chairs and will alternate in presiding over meetings;
 - 6.7.2 The Committee will meet as necessary, upon five (5) working days written notice by either party; and
 - 6.7.3 Quorum is the entire Committee.

ARTICLE 7 Board/Association Relations

7.1 Recognition

- 7.1.1 The Board recognizes the Association as the sole and exclusive bargaining agent for all Members designated as academic staff as set forth in this Agreement. All University employees designated as academic staff in this Agreement will be Members of the Association.
- 7.1.2 The Board recognizes the Association as the official representative of any Member who asks for its assistance in processing a grievance in any or all stages of resolution or attempted resolution.

7.2 Consultation with the Association

- 7.2.1 Where consultation with the Association is required by this Agreement, such consultation will be deemed to have occurred once the following actions have been taken:
 - 7.2.2 The Dean advises the Association of the issue involved;
 - 7.2.3 The Dean hears and discusses the concerns of the Association prior to reaching a decision or making a recommendation on the matter; and
 - 7.2.4 The Association is notified of the Dean's decision or recommendation without undue delay. Such notification will be given to the Association in writing.

7.3 Release Time

- 7.3.1 The Board will annually provide to the Association, without compensation from the Association, 405 IH release for Members to perform Association duties. For the purposes of this Article, 45 IH will be equivalent to a ten per cent (10%) release for Members assigned a percentage-based workload.
- 7.3.2 The Board will further allow the Association to purchase up to 495 IH release for Members to perform Association duties. The cost of release time for Members will be ten thousand dollars (\$10,000) per 45 IH course equivalent.

- 7.3.3 The Board will not unreasonably deny the Association the right to purchase additional release, beyond that stipulated in this Article. Should the Association request the purchase of further release, the request will be made by the Association President to the Provost, who will review the request and, in situations where further release for a particular Member is not granted, will provide written reasons to the Association. Any additional release will be at the rate prescribed in this Article.
- 7.3.4 Release time requests will be made in writing by the Association to the Provost not less than two (2) months prior to the effective date of the release, or with such notice as is otherwise agreed.
- 7.3.5 The Association recognizes that all release requests may not be granted when a Member has unique responsibilities that are particularly difficult to replace.

7.4 Association Fees

- 7.4.1 The University will deduct bi-weekly an amount equivalent to 1/26 of each Member's annual membership fees, and will remit such fees bi-weekly to the Association.
- 7.4.2 The University will, on a bi-weekly basis, submit to the Association Office a current record of the deductions and remittances of all Members made in accordance with this Article.
- 7.4.3 The Association will, from time to time, advise the University of the amount of the annual membership fees.

7.5 Membership Information

- 7.5.1 The University will, on a tri-annual basis, submit to the Association, in an agreed electronic format, a current list of Members, including each Member's appointment category, salary, and leave status, as well as each Member's home address, primary telephone number, and primary email address.

ARTICLE 8 Appointment of Academic Staff

- 8.1 Academic Staff will be recruited through advertisements that will be publicized within the University and externally for a period of at least ten (10) working days.
- 8.2 Before seeking authorization to recruit Academic Staff, the Dean will request input from Members of the Academic Unit to determine staffing needs.

8.3 Composition of the Search Committee

- 8.3.1 Once authorization has been granted by the Provost and, after calling for volunteers from within an Academic Unit, the Dean will consult with the Chair and then appoint a Search Committee.
- 8.3.2 The Search Committee will be composed of:
- 8.3.2.1 The Dean, as non-voting Chair of the Committee;
 - 8.3.2.2 The Chair of the Academic Unit;
 - 8.3.2.3 Three (3) other Members of the Academic Unit; and
 - 8.3.2.4 One (1) Member from another Academic Unit.

- 8.3.3 For smaller Academic Units or for reasons of disciplinary expertise, the Dean may configure the composition of the Search Committee differently. A reconfigured committee will still retain five (5) voting Members.
- 8.3.4 At the discretion of the Dean, others may be added to the Committee to serve in a non-voting, advisory capacity.
- 8.3.5 Where possible, the Search Committee will be composed of Tenured Members.
- 8.3.6 While every effort will be made to ensure the attendance of all Committee members, quorum for a vote of the Search Committee is the Dean, the Chair of the Academic Unit, and three (3) voting members.

8.4 Search Process

- 8.4.1 The Search Committee will consider the following when determining shortlisted candidates, planning recruitment activities, and recommending a candidate for appointment:
 - 8.4.1.1 A candidate's curriculum vitae;
 - 8.4.1.2 Documentation provided by a candidate that is considered, by the Committee, to be relevant to the search;
 - 8.4.1.3 Written feedback from Members of the Academic Unit, when the search has had a public component; and
 - 8.4.1.4 Other factors considered pertinent by the Committee.
- 8.4.2 When appropriate, the Search Committee will seek written feedback from the wider University community, including students, following the recruitment activities of shortlisted candidates.
- 8.4.3 Upon request, the University will provide the Association the text of a job advertisement, the scope of its distribution, the number of applicants, and the number of shortlisted candidates.

8.5 Appointments

- 8.5.1 The Search Committee will make, to the Dean, a recommendation for appointment, after all shortlisted candidates have been interviewed. The Dean will then make a recommendation to the Provost and include with it the recommendation of the Search Committee. The Dean will share with the Search Committee the recommendation made to the Provost.
- 8.5.2 Where more than one candidate is suitable for appointment, the recommendation may include a ranked order.
- 8.5.3 Where the Search Committee determines at any point in the process that there are no candidates suitable for appointment, the Search Committee may recommend to the Dean that no appointment be made.
- 8.5.4 The decision to effect an appointment rests with the Provost. Should the Provost's decision differ from the recommendation of the Dean or of the Search Committee, the Provost will explain that decision in writing to the Search Committee.

- 8.5.5 A shortlisted candidate offered an appointment will receive a letter of offer, declaring that the appointment is subject to this Collective Agreement, specifying the salary, type of appointment (including academic rank, if applicable), starting date, duration of appointment, and any other terms and conditions to which the University and the candidate have agreed. A signed copy of the letter signifying acceptance of the offer will be sent to the Association.
- 8.5.6 In extraordinary situations, the Provost may make an appointment on a temporary basis, for a term not to exceed twelve (12) months.
- 8.6 Effective Dates for Tenure-Track Appointments**
- 8.6.1 The normal appointment year will be from July 1 to the following June 30.
- 8.6.2 For an appointment taking effect after July 1 but no later than September 1, the initial year of appointment will end on the following June 30.
- 8.6.3 For an appointment taking effect after September 1, the initial year of appointment will end twelve (12) months from the following June 30.

ARTICLE 9 Appointment Review and Promotion

9.1 Academic Rank

- 9.1.1 Eligible instructional faculty, Librarians, and Counsellors will hold academic rank. Academic rank is restricted to Tenure-Track, Tenured, and Full-Time Limited-Term appointees.
- 9.1.2 The titles for eligible instructional faculty will be at the rank of, in ascending order, Assistant Professor, Associate Professor, and Professor.
- 9.1.3 The titles for Librarians will be at the rank of, in ascending order, Librarian I, Librarian II, and Librarian III.
- 9.1.4 The titles for Counsellors will be at the rank of, in ascending order, Counsellor I, Counsellor II, and Counsellor III.
- 9.1.5 English as an Additional Language Instructor, Faculty Development Coordinator, Faculty School Advisor, Instructional Assistant, Learning Skills Specialist, Nursing Resource Professional, Science Lab Instructor, Science Lab Supervisor, University Preparation Instructor, and Writing and Learning Consultant are positions without academic rank.
- 9.1.6 Promotion to an academic rank beyond Assistant Professor, Librarian I, or Counsellor I will only be made after materials are submitted to a Tenure and Promotion Committee. The criteria for recommending Promotion are set out in Article 10.

9.2 Tenure and Promotion Committees

- 9.2.1 For the application of this article to Librarians, references to Faculty or School will mean the Library.
- 9.2.2 For the application of this article to Counsellors, references to Faculty or School will mean Student Affairs.

- 9.2.3 When making any recommendation, a Tenure and Promotion Committee will summarize in writing the basis on which the recommendation was made and the information relied upon in formulating the recommendation. A recommendation will be made only on the basis of relevant criteria.
- 9.2.4 Composition of Tenure and Promotion Committees
- 9.2.4.1 For each Academic Unit, the Dean, after calling for volunteers and in consultation with the Chair, will appoint a Tenure and Promotion Committee.
- 9.2.4.2 The term of the Committee is one Academic Year, except for Members serving by virtue of position.
- 9.2.4.3 The Committee constituted for an Academic Unit will consider and make recommendations on all applications for Extension of Probation, Tenure, and Promotion in the Academic Unit during that Academic Year.
- 9.2.4.4 A Tenure and Promotion Committee will consist of:
- 9.2.4.4.1 The Dean, as non-voting Chair of the Committee;
- 9.2.4.4.2 The Chair of the Academic Unit, as an internal member;
- 9.2.4.4.3 Two (2) other Tenured Members of the Academic Unit, as internal members; and
- 9.2.4.4.4 Three (3) Tenured Members from other Academic Units, as external members.
- 9.2.4.5 For smaller Academic Units, or for reasons of disciplinary expertise, the Dean may configure the Committee differently. A reconfigured Committee will retain six (6) voting Members.
- 9.2.4.6 Internal members, other than the Chair of the Academic Unit, will be chosen to represent broadly the disciplinary interests of the Academic Unit. Two (2) alternates, who conform to the same requirements, will also be chosen.
- 9.2.4.7 External members should be chosen for their experience and will normally hold, at minimum, the rank of Associate Professor, Librarian II, or Counsellor II. External members will serve on all Tenure and Promotion Committees in the Faculty or School during the Academic Year. Three (3) alternates, who conform to the same requirements, will also be chosen.
- 9.2.4.8 Appointment to the Committee of a slate of internal members, other than the Chair of the Academic Unit, requires ratification by Tenure-Track and Tenured Members within the Academic Unit. Appointment to the Committee of a slate of external members requires ratification by Tenure-Track and Tenured Members within the Faculty or School. The members listed as alternates will be included in the slates requiring ratification. Ratification requires more than fifty per cent (50%) of the votes cast in the ratification ballot. Should ratification fail, the Academic Unit, Faculty, or School will conduct an open election to fill the positions.
- 9.2.4.9 Alternates will be used:
- 9.2.4.9.1 To replace an internal member when an application for Promotion is from that Member;

- 9.2.4.9.2 To replace an external member when applications for Extension of Probation, Tenure, or Promotion come forward from that Member's Academic Unit;
- 9.2.4.9.3 To replace an internal member or an external member when there is a conflict of interest; and
- 9.2.4.9.4 To replace members whose schedules cause unreasonable delay to a Committee's proceedings.
- 9.2.4.10 At the discretion of the Dean, other individuals may be added to the Committee to serve in a non-voting, advisory capacity.
- 9.2.4.11 Quorum for a Tenure and Promotion Committee is the Dean and all voting Members.
- 9.2.4.12 A Member may petition the Dean, in writing, to adjust the membership of the Committee that will consider and make a recommendation on that Member's application. The Dean may choose to replace members, without prejudice, or to confirm the original membership.

9.3 The University Promotion Committee

- 9.3.1 A University Promotion Committee will be established each year and will consist of:
 - 9.3.1.1 The Provost, as non-voting Chair;
 - 9.3.1.2 The Dean from the Faculty or School from which an application originates, as a voting member;
 - 9.3.1.3 Five (5) Tenured Members, one (1) from each Faculty or School, excluding the School of Continuing Education; and
 - 9.3.1.4 One (1) Tenured Counsellor, who will vote on applications by Counsellors, only, and one (1) Tenured Librarian, who will vote on all other applications.
- 9.3.2 The voting members of the Committee will be elected by ballot in each Faculty, School, the Library, and Student Affairs.
- 9.3.3 The term of the University Promotion Committee is one (1) Academic Year. Any Member applying for Promotion in an Academic Year is not eligible to serve on the University Promotion Committee.
- 9.3.4 Members elected to the University Promotion Committee are ineligible either to apply for Promotion or to sit on a Tenure and Promotion Committee in the same Academic Year.
- 9.3.5 At the discretion of the Provost, other individuals may be added to the University Promotion Committee to serve in a non-voting, advisory capacity.
- 9.3.6 Quorum for the University Promotion Committee is the Provost and all voting Members.

9.4 Extension of Probation and Tenure

- 9.4.1 Probationary periods
 - 9.4.1.1 Probation for a Tenure-Track appointment with academic rank
 - 9.4.1.1.1 The initial probationary period is three (3) years, except when an appointment takes effect after July 1, in which case the initial probationary period will be altered in accordance with Article 8.6.

- 9.4.1.1.2 Extension of Probation is two (2) years beyond the initial probationary period, for a total of five (5) years.
- 9.4.1.2 Probation for a Tenure-Track appointment without academic rank
 - 9.4.1.2.1 The probationary period is three (3) years, except where the appointment takes effect after July 1, in which case the probationary period will be altered in accordance with Article 8.6.
- 9.4.1.3 A Member may have a period of probationary review reduced or eliminated, provided that the details are set out in the Member's letter of appointment.
- 9.4.2 Deferrals**
 - 9.4.2.1 A Member who takes an approved leave of more than four (4) months during a Tenure-Track appointment may elect to have probationary review or reviews postponed for the same amount of time as the leave, rounded up to the nearest year. The Member will communicate this in writing to the Dean by August 31 in the Academic Year before any review.
 - 9.4.2.2 A Member may request in writing to the Dean, with a copy to the Chair of the Academic Unit, that consideration for Tenure at the end of the probationary period be deferred. The Member's request must be made by May 31 in the Academic Year before the Member's Tenure review is to come before a Tenure and Promotion Committee.
 - 9.4.2.3 Deferrals may only be granted by the Provost, on the recommendation of the Dean, and are normally for one (1) year. In extraordinary cases, a further deferral may be granted for a maximum of one (1) additional year. Decisions regarding deferral must be made by July 1 in the Academic Year before the Member's Tenure review is to come before the Tenure and Promotion Committee.
- 9.4.3 Extension of Probation
 - 9.4.3.1 The review process for the first three (3) years of a five-year probationary period is primarily a formative process to provide feedback on the Member's progress towards Tenure.
 - 9.4.3.2 By September 1 of the third year of probation, the Member will submit a dossier, as outlined in Article 10.1.8, that provides evidence of performance in assigned workload, over the initial probationary period, sufficient to warrant Extension of Probation.
 - 9.4.3.3 During the interval from October 1 to December 15 of the third year of probation, Extension of Probation must be considered by a Tenure and Promotion Committee.
 - 9.4.3.4 In its deliberations, the Committee will consider the following motion: "That the quality and quantity of the Member's academic work, relative to the criteria in Article 10 and the Member's workload, warrants Extension of Probation."
 - 9.4.3.5 The Committee will vote by ballot if a ballot is requested by at least one (1) member of the Committee.

- 9.4.3.6 Passage of the motion constitutes a recommendation to the Dean that probation be extended. Failure of the motion to carry constitutes a recommendation to the Dean that the Member's appointment be terminated on June 30 of the current Academic Year.
- 9.4.3.7 Within fifteen (15) working days of receiving this recommendation, the Dean will make a recommendation to the Provost and include with it the recommendation of the Tenure and Promotion Committee. The Dean will share with the Committee the recommendation made to the Provost, and the Member will be notified of the recommendations.
- 9.4.3.8 Within fifteen (15) working days of receiving the recommendations from the Dean, the Provost will forward a written decision regarding Extension of Probation to the Member, to the Dean, to the Chair of the Academic Unit, and to the Association.
- 9.4.3.9 If Extension of Probation is granted, the Dean will provide the Member a written assessment of the Member's performance during the initial period of probation, as well as a statement of expectation for the Member's performance during the remaining period of probation.
- 9.4.4 Tenure
- 9.4.4.1 Tenure is an appointment without defined term length.
- 9.4.4.2 By September 1 of the final year of probation, the Member will submit a dossier, as outlined in Article 10.1.8, that provides evidence of performance in assigned workload sufficient to warrant Tenure.
- 9.4.4.3 During the interval from October 1 to December 15 of the final year of probation, Tenure must be considered by a Tenure and Promotion Committee.
- 9.4.4.4 By mutual agreement between the Member and the Dean, a Member who is promoted during a probationary period may be considered for Tenure immediately after being promoted. The Committee may recommend Tenure or Extension of Probation. If the Committee recommends Extension of Probation, it will not continue beyond the Member's original probationary period.
- 9.4.4.5 In its deliberations, the Committee will consider the following motion: "That the quality and quantity of the Member's academic work, relative to the criteria in Article 10 and the Member's workload, merits Tenure."
- 9.4.4.6 The Committee will vote by ballot if a ballot is requested by at least one (1) member of the Committee.
- 9.4.4.7 Passage of the motion constitutes a recommendation to the Dean that Tenure be granted. If the motion fails, the Committee will recommend to the Dean that either:
- 9.4.4.7.1 The Member's appointment be terminated June 30 of the Academic Year; or
- 9.4.4.7.2 The Member's probation be extended by one (1) additional year.

- 9.4.4.8 Within fifteen (15) working days of receiving this recommendation, the Dean will make a recommendation to the Provost and include with it the recommendation of the Tenure and Promotion Committee. The Dean will share with the Committee the recommendation made to the Provost, and the Member will be notified of the recommendations.
- 9.4.4.9 Within fifteen (15) working days of receiving the recommendations from the Dean, the Provost will forward a written decision regarding Tenure to the Member, to the Dean, to the Chair of the Academic Unit, and to the Association.
- 9.4.4.10 A Member with a successful application for Tenure will be moved to a Tenured appointment on July 1 of the Academic Year in which the application was considered.

9.4.5 There will be no grievance under Article 4 regarding the termination of a probationary appointment, except where the relevant processes outlined in Article 9 are not followed.

9.5 Promotion

- 9.5.1 Applications for Promotion, through ranks in sequence, are the responsibility of the Member and may be made when deemed appropriate by the Member. Normally, application for Promotion requires at least five (5) years in the current rank held by the Member.
- 9.5.2 A Member will notify the Chair of the Member’s Academic Unit of intention to apply for Promotion no later than July 1 of the Academic Year prior to the Academic Year in which such consideration is to occur.
- 9.5.3 For Promotion to the rank of Professor, Librarian III, or Counsellor III, the Tenure and Promotion Committee will seek advice from external referees who hold equivalent rank. Four (4) referees will be chosen, two (2) of whom will be chosen by the Committee from a short list provided by the Member and two (2) of whom will be chosen by the Dean in consultation with the Chair of the Member’s Academic Unit. In cases where one (1) of the referees is unable to complete a reference, the remaining three (3) references will be deemed to fulfill this requirement.
- 9.5.4 Step One Promotion Hearings
 - 9.5.4.1 A Member will submit a written request for Promotion to a Tenure and Promotion Committee no later than October 1 in the Academic Year in which such consideration is to occur. The request will indicate the rank sought and will be accompanied by the Member’s dossier, as outlined in Article 10.1.8. In the case of Promotion to Professor, Librarian III, or Counsellor III, a list of five (5) arm’s-length potential referees will also be included in the submission.
 - 9.5.4.2 During the interval from January 1 to February 28, the Committee will consider a Member’s request for Promotion. The Committee will consider the following motion: “That the quality and quantity of the Member’s academic work, relative to the criteria in Article 10 and the Member’s workload, warrants Promotion to the rank requested by the Member.”
 - 9.5.4.3 The Committee will vote by ballot if a ballot is requested by at least one (1) member of the Committee.

- 9.5.4.4 Passage of the motion constitutes a recommendation that the Member be promoted. Failure of the motion to carry constitutes a recommendation that the Member not be promoted.
- 9.5.4.5 Within fifteen (15) working days of the Committee’s vote, the Dean will forward the committee’s recommendation to the University Promotion Committee and include with it a summary of the deliberation. The Member will be notified of the recommendation.
- 9.5.5 Step Two Promotion Hearings
 - 9.5.5.1 During the interval from March 15 to May 15, the University Promotion Committee will consider and make recommendations on all applications for Promotion during that Academic Year.
 - 9.5.5.2 All materials made available to the Tenure and Promotion Committee, including the recommendation of the Tenure and Promotion Committee, will be placed before the University Promotion Committee.
 - 9.5.5.3 The motion considered by the University Promotion Committee will be: “That the quality and quantity of the Member’s academic work, relative to the criteria in Article 10 and the Member’s workload, warrants Promotion to the rank requested by the Member.”
 - 9.5.5.4 The Committee will vote by ballot if a ballot is requested by at least one (1) member of the Committee.
 - 9.5.5.5 Passage of the motion constitutes a recommendation that the Member be promoted. Failure of the motion to carry constitutes a recommendation that the Member not be promoted.
 - 9.5.5.6 Within fifteen (15) working days of the completion of deliberations, the Provost will make a recommendation to the University President and include with it the recommendation of the University Promotion Committee and the recommendation of the Tenure and Promotion Committee. The Provost will share with both Committees the recommendation made to the University President, and the Member will be notified of the recommendations.
- 9.5.6 The decision to promote a Member rests with the University President. If an application for Promotion is approved by the University President, the Promotion will take effect on July 1 of the Academic Year in which that application was considered.
- 9.5.7 A Member whose application for Promotion has been denied may not make application for Promotion, again, during the next Academic Year.

ARTICLE 10 Criteria for Extension of Probation, Tenure, and Promotion

10.1 Faculty with Academic Rank: General

- 10.1.1 The criteria which will be considered in making an assessment of a Member for continuation of a Tenure-Track appointment, awarding of Tenure, or Promotion in rank, are the following:
 - 10.1.1.1 Demonstrated effectiveness in teaching, or in professional practice;
 - 10.1.1.2 A demonstrated record of scholarly activity;

- 10.1.1.3 A demonstrated record of service; and
- 10.1.1.4 Academic credentials.
- 10.1.2 The criteria will be applied to the duties undertaken by the Member pursuant to Article 12.
 - 10.1.2.1 It is recognized that these duties are not fixed in their distribution and that a Member may contribute to the University's mission in different ways in different years.
 - 10.1.2.2 A Member's cumulative workload contributions, determined by annual workload allocations over the period under review, will determine the emphasis placed on the categories of performance when making decisions regarding Extension of Probation, Tenure, or Promotion.
 - 10.1.2.3 Any special conditions stated in the Letter of Appointment will be a factor for Extension of Probation and for granting of Tenure.
- 10.1.3 Demonstrated Effectiveness in Teaching
 - 10.1.3.1 Effectiveness in teaching implies a concentrated and successful effort to create the best possible learning environment for students. It involves continuing attention to course work, to course design and related activities, and to the supervision of students in alternative modes of learning. It may involve participation in seminars, the design of innovative methods of teaching, or other contributions to teaching activities within the University.
- 10.1.4 Demonstrated Effectiveness in Professional Practice of Librarianship
 - 10.1.4.1 The primary role of Librarian Members is to support the teaching, learning, and research needs of the University community through professional practice. Effectiveness in professional practice implies the successful provision of academic library services, programs, and collections that align with the strategic goals of the University. Professional practice of librarianship may include, but is not limited to: information literacy instruction; selection, organization, evaluation, and preservation of information resources; research and reference consultation; design of systems and applications to facilitate discovery and dissemination of information; planning, implementing, and coordinating library services, programs, or functions.
 - 10.1.4.2 Professional practice of librarianship may be documented and demonstrated through the submission of materials which provide evidence of quality and effectiveness in areas such as, but not limited to:
 - 10.1.4.2.1 The development, management, or evaluation of print and digital collections;
 - 10.1.4.2.2 The delivery of both general and discipline-specific research and reference services;
 - 10.1.4.2.3 The development or implementation of information systems and interfaces which improve access to information services;
 - 10.1.4.2.4 The provision of information literacy instruction and curriculum support in collaboration with instructional faculty;
 - 10.1.4.2.5 Professional growth; and

- 10.1.4.2.6 Leadership, and contributions to development and implementation of strategic goals of the library and the University.
- 10.1.5 Demonstrated Effectiveness in Professional Practice of Counselling
 - 10.1.5.1 The primary role of Counsellor Members is to support student success and well-being. Effectiveness in professional practice implies a concentrated and successful delivery of personal, career, and educational counselling, as well as the development of programming to support these efforts. Counselling may involve the development or facilitation of training and workshops for students, academic programs, or service areas.
 - 10.1.5.2 Professional practice of counselling may be documented and demonstrated through the submission of materials which provide evidence of quality and effectiveness in areas such as, but not limited to:
 - 10.1.5.2.1 The development, implementation, or delivery of programs and counselling services;
 - 10.1.5.2.2 The impact of personal, career, and educational counselling;
 - 10.1.5.2.3 Performance across a range of counselling services;
 - 10.1.5.2.4 Professional growth; and
 - 10.1.5.2.5 Leadership, and contributions to development and implementation of strategic goals of Student Life and the University.
- 10.1.6 A Demonstrated Record of Scholarly Activity
 - 10.1.6.1 Baccalaureate-level teaching is informed and enriched by the scholarly activity of Members. Within the University, scholarly activity takes place in the context of an institution with a strong and over-arching focus on undergraduate teaching and learning.
 - 10.1.6.2 For the purposes of evaluation for Extension of Probation, awarding of Tenure, or Promotion in rank, scholarly activity may take several forms, including:
 - 10.1.6.2.1 Scholarship of discovery: investigative inquiry that builds a distinctive body of knowledge or creativity within a field of study;
 - 10.1.6.2.2 Scholarship of integration: analytical inquiry that develops new insights and understanding as a result of bringing together and synthesizing knowledge and information from a variety of sources;
 - 10.1.6.2.3 Scholarship of application: inquiry that advances knowledge through engagement with the application of knowledge and expert practice;
 - 10.1.6.2.4 Scholarship of teaching: inquiry that supports the pedagogy of the discipline, innovation in the discipline, and the transfer of knowledge to learners; and
 - 10.1.6.2.5 Scholarship of professional practice: inquiry that reflects scholarly work that faculty in professional programs undertake as being part of a practicing profession.

- 10.1.6.3 The nature of scholarly activity may vary amongst Members and across Academic Units. Despite its diverse forms, all scholarly activity must be based on a high level of professional expertise, must give evidence of originality, and must be communicated in appropriate ways so as to have impact or significance beyond the University. Such work is ideally open to critical review and evaluation by peers.
- 10.1.6.4 Dissemination may be through either traditional or electronic forms. Publication will be interpreted to include exhibitions and performances, as appropriate.
- 10.1.6.5 Work that has been peer reviewed or has received external peer recognition will normally be accorded significantly greater overall weight in the assessment, and evidence of peer validation should be provided as part of a Member's dossier. Other dissemination will be considered, and weighted accordingly.
- 10.1.6.6 A Member's dossier could include a mix of peer-reviewed materials and other works. Members of a Tenure and Promotion Committee must determine whether the documented scholarly activity meets the requirements for Extension of Probation, awarding of Tenure, or Promotion.
- 10.1.7 A Demonstrated Record of Service
- 10.1.7.1 A Member will be assessed on contributions, and the effectiveness of these contributions, to the functioning of the University through activities and work on University, Faculty or School, Academic Unit, or Association committees; administrative activities related to the research and teaching functions of the University, or through other administrative assignments; the contribution of the Member to the intellectual life of the University through public presentations; and contributions to the academic community and society from activities related to the Member's appointment.
- 10.1.8 Member's Dossier
- 10.1.8.1 A Member applying for Extension of Probation, Tenure, or Promotion will submit a dossier. It is the Member's responsibility to provide sufficient evidence in the dossier to support the application.
- 10.1.8.2 A Member's dossier will contain the following parts:
- 10.1.8.2.1 Statement of the case for Extension of Probation, Tenure, or Promotion
The Member will provide an assessment of career progress and will outline how expectations have been met for each of academic credentials, teaching, scholarly activity, and service;
- 10.1.8.2.2 Curriculum vitae
This part of the dossier will consist of an up-to-date curriculum vitae, covering the Member's entire academic career. All Members will use the format approved by Academic Governance Council;
- 10.1.8.2.3 Teaching or Professional Practice
This part of the dossier should provide information that conveys the scope, quality, and effectiveness of the Member's teaching or professional practice. Quality and effectiveness as a teacher may be documented and demonstrated through the submission of materials as provided for in Article 11;

- 10.1.8.2.4 Service
 This part of the dossier should provide information on the Member's service activities. In demonstrating the nature of service contributions a Member should highlight the level and significance of participation; the level of responsibility, workload and demands on time and energy; a description of the setting indicating if the activity is disciplinary or non-disciplinary and whether it is within Academic Unit, Faculty or School, University, or external to the University; and the extent to which such activities contribute to the workings of the University or bring distinction to the University; and
- 10.1.8.2.5 Where scholarly activity is a component of a Member's workload, the dossier will also include a section on:
- 10.1.8.2.5.1 Scholarly Activity
 This part of the dossier will include evidence of the Member's scholarly program, whether through conventional or emerging means of dissemination. The significance of completed work and how it has contributed to the Member's discipline should be highlighted. In demonstrating scholarly productivity, the Member should highlight the quality of contributions, the quantity of production in the context of disciplinary norms for undergraduate-only institutions, and the connection between the Member's scholarship and effective teaching. Projects currently in progress and plans for future work are components of a scholarly program. The submission must include copies of the Member's scholarly work and should be organized by disciplinary norms. When physical submission is not practical, the Member may include a description of these works sufficient to demonstrate their significance.
- 10.1.8.3 As part of the dossier, a Member may submit, and a Tenure and Promotion Committee may consider, evidence of professional activity prior to the period under review for Extension of Probation, Tenure, or Promotion, provided that the evidence is relevant to the duties that have constituted the Member's assigned workload in the period under review.
- 10.1.9 Criteria for Extension of Probation and Tenure
- 10.1.9.1 Extension of Probation will be awarded where a Member has performed satisfactorily and is making reasonable progress toward meeting the criteria for Tenure, pursuant to Article 10.1.9.2.
- 10.1.9.2 To qualify for Tenure, a Member appointed at the rank of Assistant Professor, Librarian I, or Counsellor I will:
- 10.1.9.2.1 Have satisfied any requirements in the Letter of Appointment concerning attainment of academic credentials;
- 10.1.9.2.2 Have adequately addressed any requirements outlined in the letter from the Dean following the Extension of Probation hearing;
- 10.1.9.2.3 Have established a record of effective teaching or professional practice;
- 10.1.9.2.4 Have established a record of satisfactory service; and, where applicable

- 10.1.9.2.5 Have developed a productive program of scholarly activity, constituting promise of maturity in scholarship and professional achievement.
- 10.1.9.3 A Member appointed at a higher rank will demonstrate clear evidence of continued growth, sustained commitment, and ongoing performance at a level appropriate to their rank.

10.2 Professorial Ranks

- 10.2.1 The rank of Assistant Professor normally requires the following:
 - 10.2.1.1 An earned Doctorate or the degree that is determined as the terminal degree for the discipline. Equivalent qualifications or experience may be substituted, such as professional qualifications and a degree normally considered terminal for teaching the relevant University discipline, or where the Member has accumulated experience judged to be particularly relevant and valuable to a discipline;
 - 10.2.1.2 Evidence of commitment to and potential ability for effective baccalaureate-level teaching; and
 - 10.2.1.3 Evidence of commitment to and potential ability for scholarly activity.
- 10.2.2 Criteria for Promotion: General
 - 10.2.2.1 Promotion in rank, normally from Assistant Professor to Associate Professor or from Associate Professor to Professor, is a recognition of the Member's growth and development as a teacher and scholar, and of the Member's service. A Member's entire record of work will be assessed.
 - 10.2.2.2 In order to receive Promotion, a Member must present a demonstrated record of achievement consistent with the criteria in each of teaching, scholarly activity, and service.
 - 10.2.2.3 In accordance with Article 10.1.2, a Tenure and Promotion Committee may interpret criteria for Promotion, subject to the following:
 - 10.2.2.3.1 Except in the case of duties assigned to a Chair, teaching constitutes the majority of each Member's workload; thus, effective teaching is necessary for Promotion;
 - 10.2.2.3.2 A teaching record exceeding the requirements for the rank being sought may compensate for a lesser record of scholarly activity or service; and
 - 10.2.2.3.3 Scholarly activity and service may be considered together for Promotion, so that greater achievement in one may compensate for lesser achievement in the other.
- 10.2.3 Promotion to Associate Professor
 - 10.2.3.1 In addition to the requirements for Assistant Professor, the rank of Associate Professor normally requires a demonstrated record of:
 - 10.2.3.1.1 Effective teaching at all levels available to the Member;
 - 10.2.3.1.2 Sustained, productive scholarly activity, including work assessed by peer review, that goes beyond fulfillment of the requirements of the Member's terminal degree; and
 - 10.2.3.1.3 Sustained, satisfactory service.

- 10.2.4 Promotion to Professor
 - 10.2.4.1 Promotion to the rank of Professor is not an assured step in progression through the ranks. Members eligible for the rank of Professor must have made contributions as teachers and scholars, and in service, that are qualitatively and quantitatively superior to those required for the rank of Associate Professor.
 - 10.2.4.2 In addition to the requirements for Associate Professor, the rank of Professor requires a demonstrated record of:
 - 10.2.4.2.1 Sustained, high-quality teaching at all levels available to the Member;
 - 10.2.4.2.2 Sustained, productive scholarly activity, including work assessed by peer review, that represents a contribution to the Member's discipline that is additional to the requirements of Article 10.2.4.2, and with achievements that are of sufficient significance to be recognized nationally or internationally; and
 - 10.2.4.2.3 Significant service.
 - 10.2.4.3 In addition to the provisions of Article 10.2.5.2.1, a Member's teaching will be assessed through consideration of the following:
 - 10.2.4.3.1 Innovation in teaching pedagogy as shown by, for example, the effective use of new teaching aids and techniques;
 - 10.2.4.3.2 Scholarly activity related to teaching, including books, articles, films, or recordings;
 - 10.2.4.3.3 Significant contributions to program development, curriculum innovation, or to modes and methodologies for delivery; and
 - 10.2.4.3.4 Formal recognition of teaching excellence through receipt of University, regional, or national teaching awards.

10.3 Professional Resource Faculty

- 10.3.1 The rank Librarian I normally requires the following:
 - 10.3.1.1 A minimum of a Master's degree in Library and Information Science (M.L.I.S.) or equivalent from an institution accredited by the American Library Association;
 - 10.3.1.2 Evidence of commitment to and potential ability for effective professional practice; and, where appropriate
 - 10.3.1.3 Evidence of, or potential ability in and commitment to, scholarly activity.
- 10.3.2 The rank of Counsellor I normally requires the following:
 - 10.3.2.1 A Master's degree with a major in Psychology or a graduate degree with content substantially equivalent to a graduate degree with a major in Psychology. Candidates must also be a registered Member in good standing with the College of Alberta Psychologists;
 - 10.3.2.2 Evidence of commitment to and potential ability for effective professional practice; and, where appropriate
 - 10.3.2.3 Evidence of, or potential ability in and commitment to, scholarly activity.
- 10.3.3 Criteria for Promotion: General

- 10.3.3.1 Promotion in rank, normally from Librarian I to Librarian II, from Librarian II to Librarian III, from Counsellor I to Counsellor II, or from Counsellor II to Counsellor III, is a recognition of the Member's growth and development as a Librarian or as a Counsellor, and of the Member's service. A Member's entire record of work will be assessed.
- 10.3.3.2 In order to receive Promotion, a Member must present a demonstrated record of achievement consistent with the criteria in professional practice and in service.
- 10.3.3.3 Where scholarly activity is a component of a Member's workload contributions, the Member must present a demonstrated record of achievement consistent with the criteria in scholarly activity. The assessing committee will take into consideration the percentage of the Member's cumulative workload that has been allocated to scholarly activity when determining the emphasis placed on this component.
- 10.3.4 Promotion to Librarian II or Counsellor II
- 10.3.4.1 In addition to the requirements for Librarian I or Counsellor I, the rank of Librarian II or Counsellor II normally requires a demonstrated record of:
- 10.3.4.1.1 Effective professional practice in all areas assigned to the Member, reflected in a high level of professional competence, depth of professional knowledge, and commitment to professional values;
- 10.3.4.1.2 Sustained and satisfactory service; and, where appropriate
- 10.3.4.1.3 Sustained and productive scholarly activity, including work assessed by peer review, that goes beyond fulfillment of the requirements of the Member's terminal degree.
- 10.3.5 Promotion to Librarian III or Counsellor III
- 10.3.5.1 Promotion to the rank of Librarian III or Counsellor III is not an assured step in progression through the ranks. Members eligible for the rank of Librarian III or Counsellor III must have made contributions through professional practice and in service, that are qualitatively and quantitatively superior to those required for the rank of Librarian II or Counsellor II.
- 10.3.5.2 In addition to the requirements for Librarian II or Counsellor II, the rank of Librarian III or Counsellor III requires a demonstrated record of:
- 10.3.5.2.1 Sustained and high quality professional practice in all areas available to the Member reflected in distinguished professional competence and depth of professional knowledge, and notable experience and commitment to professional values;
- 10.3.5.2.2 Significant service; and, where appropriate
- 10.3.5.2.3 Sustained and productive scholarly activity, including work assessed by peer review, that represents a contribution to the field of Librarianship or of counselling that is additional to the requirements of Article 10.3.4.3, and with achievements that are of sufficient significance to be recognized nationally or internationally.

10.3.5.3 The rank of Librarian III or Counsellor III recognizes Librarians or Counsellors who have an established record of outstanding and sustained engagement in professional practice and service, and, where applicable, scholarly activity. It is granted to a Librarian or to a Counsellor who has a high level of demonstrable expertise and professional knowledge, and who has made an impact in Librarianship or in counselling which is recognized outside, as well as within, the University.

10.4 Faculty Without Academic Rank: Criteria for Tenure

10.4.1 Assessment of a Member for awarding of Tenure will be based on the effectiveness with which the duties assigned to the Member were carried out.

10.4.2 Tenure will be awarded where a Member has established a satisfactory level of effectiveness in the duties assigned to the Member.

10.4.3 The assessment will account for the relative distribution of the duties assigned to the Member pursuant to Article 12.

10.4.4 Where the assigned duties include teaching, effectiveness will be assessed in accordance with Article 11.

10.4.5 The dossier submitted by a Member applying for Tenure will contain the following parts:

10.4.5.1 Statement of the case for Tenure

The Member will provide an assessment of career progress. The Member will outline how expectations have been met for each for the categories of evaluation, as guided by the duties assigned to the Member;

10.4.5.2 Curriculum vitae

This part of the dossier will consist of an up-to-date curriculum vitae, covering the Member's entire academic career. All Members will use the format approved by Academic Governance Council; and

10.4.5.3 Record of academic and professional accomplishments

This part of the dossier should provide an evidence-based record that conveys the scope, quality, and effectiveness of the Member's accomplishments, categorized according to the duties assigned to the Member during the probationary period. For teaching, scholarly activity, or service, this part of the Member's dossier will be in accordance with Article 10.1.8.2.3, Article 10.1.8.2.4, and Article 10.1.8.2.5.

10.4.6 As part of the dossier, a Member may submit, and a Committee may consider, evidence of professional activity prior to the period under review for Tenure, provided that the evidence is relevant to the duties that have constituted the Member's assigned workload in the period under review.

ARTICLE 11 Evaluation of Teaching

11.1 Teaching consists of all work directed towards student learning for which students earn academic credit. Whenever this Agreement calls for the evaluation of a Member's teaching, the evaluation will be in accordance with this article.

- 11.2 A Member's entire teaching contribution for the specified period under review will be evaluated. Where available, student course evaluations survey results will be used in this evaluation.
- 11.3 So that no evaluation of teaching performance relies primarily on student course evaluation surveys, Members must submit material that is often used in the construction of a teaching dossier in order to help contextualize these data. Any evaluation of a Member's teaching performance will consider all contextual materials provided by the Member. This material may include, but is not restricted to:
- 11.3.1 A statement of teaching philosophy;
 - 11.3.2 Peer evaluations of teaching;
 - 11.3.3 Instructional materials provided by the Member;
 - 11.3.4 A description of teaching contributions that are not evaluated by student course evaluation surveys;
 - 11.3.5 Member's contributions in the areas of pedagogical development and innovation; and
 - 11.3.6 Member's written responses to the results of student course evaluation surveys.
- 11.4 A Member's written responses to student course evaluation surveys per Article 11.3.6 may address relevant factors, including but not restricted to:
- 11.4.1 Patterns in student course evaluation survey results;
 - 11.4.2 Representativeness of the sample of completed student course evaluation surveys;
 - 11.4.3 The size, type, and level of any course taught;
 - 11.4.4 The nature of course material;
 - 11.4.5 The nature of course delivery;
 - 11.4.6 The number of new course preparations assigned to the Member; and
 - 11.4.7 The complexity and risks inherent to pedagogical innovation.
- 11.5 Student Course Evaluation Surveys and their Administration**
- 11.5.1 Student course evaluation surveys serve both a formative and a summative function.
 - 11.5.2 The University will conduct student course evaluation surveys for every course, with the exception of courses with an enrolment of six (6) or fewer students.
 - 11.5.3 The survey instrument will be constructed so as to help obtain a fair and reasonable assessment of teaching performance.
 - 11.5.4 Academic Governance Council will approve changes to the survey instrument and will be responsible for the administration of student course evaluation surveys.
 - 11.5.5 The administration of the survey must afford all students in a course scheduled for evaluation a reasonable opportunity to respond.
 - 11.5.6 No change to the survey instrument will be made without providing the Association Board an opportunity to submit written input to Academic Governance Council prior to its deliberations on any proposed change.

11.6 In order to improve course design and teaching effectiveness, a Member may conduct formative course surveys in a course, provided that student confidentiality is protected and the format and the timing of the survey do not compromise the student course evaluation process.

11.7 Distribution of Information from Student Course Evaluation Surveys

11.7.1 The data from a student course evaluation survey represent only the views of students responding to that survey.

11.7.2 Quantitative responses will be aggregated, with the mean, standard deviation, frequency, and number of eligible respondents for each question. A report consisting of aggregated quantitative data and student comments will be sent to the Member, the Member's Chair, and the Member's Dean after the material has been converted into a report and following the submission of final grades.

11.7.3 This report will be part of a Member's Official File.

11.7.4 Quantitative data may be aggregated by Academic Unit, Faculty or School, or for the University as a whole, and such aggregated data may be published.

ARTICLE 12 Workload Assignment

12.1 Workload Assignments: General

12.1.1 The workload of Chairs is governed by Article 13.

12.1.2 The process of assigning workload to Members must consider the diverse range of programming at the University and the importance of flexibility for the management of a program. It is acknowledged and accepted that a fair application of workload assignment may give rise to nominal differences for Members within and between Academic Units.

12.1.3 The workload assignment of a Member will be determined by the Dean in consultation with the Chair and the Member.

12.1.4 The duties and responsibilities for a majority of Tenure-Track, Tenured, and Full-Time Limited-Term Members are an appropriate combination of the following:

12.1.4.1 Instruction: Instruction consists of all faculty work directed towards student learning for which students earn academic credit. Members with an instructional workload component are expected to maintain currency in their area or discipline;

12.1.4.2 Professional Practice: Professional practice encompasses the activities undertaken by Professional Resource Faculty in their roles as Counsellors, Librarians, Nursing Laboratory Resource Professionals, Writing and Learning Consultants, and Learning Specialists;

12.1.4.3 Scholarly Activity: Scholarly activity is integral to fulfilling the mandate and mission of the University. Scholarly activity is the engagement in research, scholarship, and critical or creative work, and the dissemination of such work through publications, presentations, exhibitions and performances, and other appropriate means. Members with a scholarly activity component of workload will have a demonstrable program of scholarly activity; and

12.1.4.4 Service: Service represents activities essential to the ongoing operation of the Academic Unit, Faculty or School, and University. At minimum, Members with a service workload component are required to be engaged in the academic operations of their Academic Unit, and to be active in the academic governance of the University, including participation, where possible, in the Faculty or School Council or equivalent. When appropriate, service to the Association, and service to the profession, discipline, or community that relies on the professional or academic expertise of faculty, is a contribution considered alongside institutional service.

12.2 Instructional Assignment

12.2.1 Instructional Hour (“IH”) refers to the standard unit of instruction. All forms of instruction are assigned an IH value for the purpose of establishing instructional workloads.

12.2.2 The IH value of an instructional activity will be recorded and will constitute the official IH value of the course.

12.2.3 A change of the official IH value of an instructional activity requires the approval of both the Dean and Members through the academic governance processes of the University.

12.2.4 In cases where a change to the IHs of an instructional activity is enacted without agreement pursuant to Article 12.2.3, the assigned value may be the subject of a grievance filed according to the provisions of Article 4.

12.2.5 Course assignments will be determined within each Academic Unit on the principle that Tenure-Track and Tenured workload assignments will be made first, and Full-Time Limited-Term workload assignments will be made prior to other Contractually-Limited assignments.

12.2.6 Where an assigned course is cancelled after a Member has received an instructional assignment, the Chair and the Dean will meet with the Member to discuss options and will assign a replacement course. Workload averaged over two (2) years may be considered in determining a suitable replacement.

12.3 Workload Assignment for Professorial Ranks

12.3.1 Definitions of instructional workload types

12.3.1.1 An instructional workload of 260-280 IHs is Type 1.

12.3.1.2 An instructional workload of 305-325 IHs is Type 2.

12.3.1.3 An instructional workload of 350-370 IHs is Type 3.

12.3.2 For a workload consisting exclusively of courses assigned 45 IHs:

12.3.2.1 A Type 1 workload will mean an instructional workload of six (6) courses;

12.3.2.2 A Type 2 workload will mean an instructional workload of seven (7) courses; and

12.3.2.3 A Type 3 workload will mean an instructional workload of eight (8) courses.

12.3.3 In each Academic Year, Members will be assigned between 260 and 370 IHs. Normally, Members will have a Type 1 or Type 3 instructional workload.

12.3.4 The duties of a Member will be assigned according to the following guidelines:

- 12.3.4.1 Unless a Member is granted an alternative workload pursuant to Article 12.3.6, a Member's workload type will not change from year to year. In cases where the Dean has approved an alternative workload pursuant to Article 12.3.6, the Dean will communicate the range of approved IHs to the Member and the Chair. In the exceptional circumstance when a Member does not have a workload type and Article 12.3.6 does not apply, then the Dean, in consultation with the Member, will determine the instructional hour range;
- 12.3.4.2 Instructional assignments will be made by the Member's Chair in consultation with the Member by January 31. If the Member and the Chair cannot agree on a teaching assignment, the Member, the Chair, and the Dean will meet to determine the assignment. A Member who remains dissatisfied with the assignment after the meeting with the Chair and the Dean may request a workload review panel in accordance with Article 12.11;
- 12.3.4.3 Members with a Type 1 or Type 2 instructional workload will engage in scholarly activity. Members are not assigned nor required to have prior approval for specific scholarly activities, but there are expectations for the Member in accordance with Article 12.1.4.3 and Article 10; and
- 12.3.4.4 All Members will engage in service. Members are not normally assigned nor required to have prior approval for specific service activities, but there are expectations for the Member in accordance with Article 12.1.4.4 and Article 10.
- 12.3.5 Members will be available for out-of-class student contact for not less than one (1) hour per week for each three (3) hours of in-class contact per week.
- 12.3.6 Alternative Workload Assignment
- 12.3.6.1 A Member may apply to the Dean for an alternative workload assignment.
- 12.3.6.1.1 A Member may request in writing a change in workload type.
- 12.3.6.1.2 A Member with a Type 1 workload may request an averaging of instructional workload over a period of three (3) consecutive Academic Years to enable the Member to focus on scholarship. The rationale for such a request will outline how the full instructional obligations will be met over the three-year period, including whether or not the Member is willing to assume additional teaching in the first year of the accommodation, and indicate how the alternative distribution will assist with the Member's scholarship.
- 12.3.6.1.3 A Member may request a reduction of assigned teaching for one (1) Academic Year to address significant scholarship or service in that Academic Year.
- 12.3.6.2 The Dean's decision, with rationale, including the start date of the alternative workload, will be communicated in writing within thirty (30) days of the Member's request.
- 12.3.6.3 Within fifteen (15) days, a Member may appeal the Dean's decision to the Provost. The written appeal will include a rationale and may include a request to meet with the Provost. The decision of the Provost will be communicated in writing to the Member and the Dean within fifteen (15) days of receipt of the appeal. The Provost's decision will be final.
- 12.3.6.4 The written decision of the Provost will be copied to the Association.

12.4 Faculty Development Coordinator Workload Assignment

- 12.4.1 The Faculty Development Coordinator is accountable to the Executive Director, Centre for the Advancement of Faculty Excellence (CAFÉ), for the development, administration, and delivery of the faculty development program consistent with the directions and policies of the University Faculty Development Committee and the University.
- 12.4.2 The normal hours of work for a Faculty Development Coordinator will be thirty-five (35) hours per week.
- 12.4.3 Workload will be determined by the Executive Director of CAFÉ in consultation with the Member.
- 12.4.4 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

12.5 Faculty School Advisor Workload Assignments

- 12.5.1 The normal hours of work for Faculty School Advisors will be thirty-five (35) hours per week.
- 12.5.2 Duties will be assigned annually to Faculty School Advisors by the Dean after consultation with the appropriate direct supervisor and the affected Faculty School Advisor. When the Faculty School Advisor supports multiple programs, the Dean will assign one supervisor to be the primary contact for prioritizing workload assignments.
- 12.5.3 Where a Faculty School Advisor is qualified to perform the duties of a Sessional instructional Member, and where the Faculty School Advisor is requested and consents to perform such duties in addition to their non-instructional duties, the Member will be paid for that instructional workload at the appropriate Sessional instructional rate.
- 12.5.4 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

12.6 Professional Resource Faculty Workload Assignment

- 12.6.1 The normal hours of work for a Professional Resource Faculty Member will be thirty-five (35) hours per week.
- 12.6.2 Workload Components
 - 12.6.2.1 The primary workload component for a Professional Resource Faculty Member is professional practice. The remaining workload components will be service and, if approved, scholarly activity.
 - 12.6.2.2 Professional Practice
 - 12.6.2.2.1 A Member's professional practice component will be a minimum of eighty per cent (80%) of an annual workload.
 - 12.6.2.3 Service
 - 12.6.2.3.1 A Member, in consultation with the Chair, will indicate anticipated service activities for the upcoming Academic Year. Expectations with respect to service are outlined in Article 12.1.4.4 and Article 10.
 - 12.6.2.4 Scholarly Activity

- 12.6.2.4.1 A scholarly activity component for the upcoming Academic Year may be requested by a Member, through the Chair, to the Dean.
- 12.6.2.4.2 A Member will provide the Chair with a summary of anticipated scholarly activity which will include: how the scholarly activity will be disseminated; how it will benefit the Academic Unit, the University, and student learning; and how it will benefit career progression. The request will also indicate the percentage component of annual workload requested for the scholarly activity.
- 12.6.2.4.3 When a scholarly activity component is requested, the Chair will provide a recommendation to the Dean, including how the Member's professional practice and how the operation of the Academic Unit will be impacted.
- 12.6.2.4.4 The Dean's decision, with rationale, will be communicated in writing to the Member prior to finalized workload assignment.
- 12.6.3 **Workload Responsibilities**
- 12.6.3.1 The Chair will recommend to the Dean, by May 15, a Member's responsibilities for the upcoming Academic Year, having discussed these with the Member.
- 12.6.3.2 A Chair's recommendations will only be made after discussions with all Members of the Academic Unit have been completed.
- 12.6.3.3 The Dean will normally provide to the Member the finalized workload, by June 1.
- 12.6.3.4 Should a Member not accept finalized workload components, the Member may request a Workload Review Panel in accordance with 12.11.
- 12.7 Science Lab Supervisor Workload Assignment**
- 12.7.1 The normal hours of work for a Science Lab Supervisor will be thirty-five (35) hours per week.
- 12.7.2 The total number of instructional hours for a Science Lab Supervisor should not exceed 135 IH in any term.
- 12.7.3 Workload will be determined by the Dean in consultation with the Chair and the Member.
- 12.7.4 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.
- 12.8 Science Lab Instructor Workload Assignment**
- 12.8.1 Science Lab Instructors will support the work of the Department through teaching and related duties during non-teaching periods.
- 12.8.2 The instructional workload of a Science Lab Instructor will normally consist of 432 IH and two (2) months of related lab duties over a twelve-month period.
- 12.8.3 All Science Lab Instructors will be available for out-of-class student contact of five (5) hours per week.
- 12.8.4 Duties will be assigned by the Dean in consultation with the Chair, Science Lab Supervisor, and the Member.
- 12.8.5 All Science Lab Instructors are expected to maintain currency in their respective area of discipline.

12.8.6 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

12.9 English as an Additional Language Instructor Workload Assignment

12.9.1 The workloads for Tenure-Track, Tenured, and Full-Time Limited-Term English as an Additional Language (EAL) Instructors will be assigned by the Director and approved by the Dean.

12.9.2 A Tenure-Track, Tenured, or Full-Time Limited-Term EAL Instructor's full-time workload involves teaching for each of the three (3) terms in the Academic Year. In addition to assigned teaching, a Tenure-Track, Tenured, or Full-Time Limited-Term EAL Instructor will engage in professional development and service in support of the program.

12.9.3 The annual in-class workload of a Full-Time EAL Instructor is 1012.5 hours.

12.9.4 All EAL Instructors will be available for out-of-class student contact.

12.9.5 All EAL Instructors are expected to maintain currency in the field of EAL instruction.

12.9.6 All EAL Instructors will engage in service to the University as assigned by the Director.

12.9.7 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

12.10 University Preparation Instructor Workload Assignment

12.10.1 The workloads for Tenure-Track, Tenured, and Full-Time Limited-Term University Preparation (UP) Instructors will be assigned by the Director and approved by the Dean.

12.10.2 A Tenure-Track, Tenured, or Full-Time Limited-Term UP Instructor's full-time workload involves teaching for each of the three (3) terms in the Academic Year. In addition to assigned teaching, a Tenure-Track, Tenured, or Full-Time Limited-Term UP Instructor will engage in professional development and service in support of the program.

12.10.3 The annual in-class workload of a Full-Time UP Instructor is 810 hours.

12.10.4 All UP Instructors will be available for out-of-class student contact.

12.10.5 All UP Instructors are expected to maintain currency in the field of UP instruction.

12.10.6 All UP Instructors will engage in service to the University as assigned by the Director.

12.10.7 Should the Member not accept a finalized workload, the Member may request a Workload Review Panel in accordance with Article 12.11.

12.11 Workload Review Panel

12.11.1 Any Member dissatisfied with a finalized workload may file a written Notice of Review with the Dean and send a copy to the President of the Association. The Member will file a Notice of Review within five (5) working days of receipt of their finalized workload.

12.11.2 Each Workload Review Panel will be composed of at least the following or their named alternates:

12.11.2.1 The Dean who will act as non-voting Chair;

- 12.11.2.2 The Chair or the individual responsible for the preliminary workload assigned to the affected Member; and
- 12.11.2.3 Three (3) Academic or Resource area Members.
- 12.11.2.3.1 The Members will pre-select seven (7) Members from the appropriate employment category. The Dean will ensure a democratic process of pre-selection occurs.
- 12.11.2.3.2 When a request for review is filed, the Dean will canvas the seven (7) pre-selected Members, of whom three (3) will serve on the panel.
- 12.11.3 In making its determinations on the merits of the appeal, the Workload Review Panel will review the workload procedures in the appropriate employment category to determine if all the workload assignment procedures have been considered and applied. The Workload Review Panel members and the Member requesting the review may request the Dean to provide access to the assigned workloads and workload criteria considerations for the appropriate and relevant Members in the Academic Unit.
- 12.11.4 Within fifteen (15) working days of the date of the Member's review request, the Workload Review Panel will make a recommendation to the Dean on whether a workload adjustment is warranted.
- 12.11.5 The Dean will, without delay, refer the recommendation of the Workload Review Panel, including dissenting comments, to the Provost, whose decision will be final.
- 12.11.6 The Provost will communicate the final decision in writing to the Member within ten (10) working days of receipt of the recommendation. If the appeal is denied, the Provost will provide a written explanation. A copy of the decision will be forwarded to the Association.
- 12.11.7 The financial management for successful appeals will be the responsibility of the Dean of the Faculty or School.

12.12 Overload

- 12.12.1 Overload is for exceptional circumstances and the University and Association acknowledge that excessive amounts of overload may negatively affect a Member's performance.
- 12.12.2 Overload occurs when a Member teaches or provides service in excess of the Member's assigned annual workload in a year.
- 12.12.3 The Dean must provide written authorization to the Chair prior to final confirmation of an overload assignment with the Member.
- 12.12.4 The Dean will authorize overload remuneration at the overload rate.
- 12.12.5 Payment of Overload
 - 12.12.5.1 If a Member works overload, it will be paid at the applicable rate beginning on the first regular payday following the date on which it can be established that an overload exists and will be paid over the balance of the term.
 - 12.12.5.2 In the event that all overload has been worked as of the date on which it was established that an overload exists, then a lump sum payment for such overload will be made on the first regular payday following that date.

12.12.6 If a Faculty School Advisor works hours in excess of thirty-five (35) hours per week, then these hours will be considered overload. All overload must be authorized by the appropriate Dean, in advance of such time being worked. Overload will be paid as time in lieu.

12.13 External Professional Activities

12.13.1 The University recognizes that some Members engage in professional activities external to the University. Professional activities such as consulting, or working for other educational institutions, or healthcare organizations, must not conflict with a Member's responsibilities to the University. Members engaged in external professional activities will, upon request, report the nature and scope of these activities to the Dean.

ARTICLE 13 Chairs

13.1 General

13.1.1 In consultation with the Dean, a Chair provides academic and administrative leadership to an Academic Unit.

13.1.2 A Chair is responsible for the functional supervision of faculty and staff in an Academic Unit and advises the Dean in matters where academic expertise is required.

13.1.3 A Chair works collegially with members of an Academic Unit and facilitates communication and interactions between an Academic Unit and the University community.

13.1.4 A Chair encourages a supportive work environment in an Academic Unit and provides mentoring as needed.

13.1.5 A Chair will meet with all new Tenure-Track Members in an Academic Unit within three (3) months of the commencement of their appointment to explain to them the criteria and procedures for appointment review.

13.1.6 A Chair supports student learning in an Academic Unit and seeks to resolve disputes informally.

13.1.7 English as an Additional Language and University Preparation do not have Chairs. The Director will assume all responsibilities of a Chair. The Director position is not a faculty position.

13.2 Appointment

13.2.1 At least six (6) months before a new Chair is required in an Academic Unit, the Dean will seek candidates who are interested in serving as Chair. The successful candidate will have a Full-Time Tenured appointment and will normally hold an appointment in that Academic Unit.

13.2.2 The Dean will then appoint a Search Committee, having solicited volunteers. The Committee will be composed of four (4) Tenure-Track or Tenured Members from the Academic Unit, as well as a Chair from another Academic Unit. For smaller Academic Units or for reasons of disciplinary expertise, the five (5) voting Members of the Committee may be configured differently. The Dean will act as non-voting Chair of the Search Committee.

- 13.2.3 Candidates will make a presentation to Members of the Academic Unit, who will have an opportunity to provide feedback to the Committee. The Search Committee will then interview candidates.
- 13.2.4 The Search Committee will make a recommendation to the Dean based on the suitability of candidates. Where more than one candidate is suitable for appointment as Chair, the recommendation will include a rank order.
- 13.2.5 The Dean will then make a recommendation to the Provost and include with it the recommendation of the Search Committee. The Dean will share with the Search Committee the recommendation made to the Provost.
- 13.2.6 The Provost will be responsible for the appointment of the Chair.
- 13.2.7 Should the recommendation process be ineffective or impractical, the Provost may, on the recommendation of the Dean, appoint an Interim Chair, from within the Academic Unit or from another Academic Unit, for a period of up to twelve (12) months, while a Chair is sought.
- 13.2.8 Chair appointments will be for a three-year term, and will normally begin on July 1. No Chair will serve more than two (2) consecutive full terms, unless the size of the Academic Unit prevents administrative succession. In such exceptions, the full search process outlined in this article will still be followed.
- 13.2.9 A Chair will receive an honorarium at the rate of \$6,500 per annum.
- 13.2.10 The Dean may appoint an Acting Chair, without honorarium, to accommodate vacations and other short-term absences.
- 13.2.11 Chairs recruited from outside the University are Members and subject to the provisions of this article.

13.3 Reappointment

- 13.3.1 At least six (6) months before the end of a Chair's first term, the Chair will notify the Dean regarding interest in serving a second term.
- 13.3.2 Chairs seeking reappointment will make a presentation to Members of the Academic Unit, who will then be given an opportunity to provide the Dean feedback on the suitability of reappointment.
- 13.3.3 The Dean will provide the Chair an opportunity to respond in writing to a fair summary of this feedback. The Dean will then meet with the Chair to discuss reappointment.
- 13.3.4 The Dean will make a recommendation to the Provost, summarizing the feedback from the Academic Unit and the Chair's response. The feedback and the Chair's response will be available for the Provost to review.
- 13.3.5 The Provost will be responsible for the reappointment of the Chair.
- 13.3.6 If the Chair is not reappointed, a Search Committee will be formed and a recommendation made through the full search process outlined in this article.

13.4 Resignation and Removal

- 13.4.1 To resign from an appointment as Chair normally requires three (3) months' notice. The Chair will advise the Dean in writing.

13.4.2 On the recommendation of the Dean, the Provost may end a Chair's appointment, at any time, with one (1) month's notice. This action, itself, is not a disciplinary measure. In such a case, the Chair will receive a lump sum payment equivalent to three (3) months' honorarium.

13.5 Chair Workload

13.5.1 The Dean, after consultation with a Chair, will determine the Chair's workload.

13.5.2 Unless waived by the Provost, the workload of a Chair will maintain a component of instruction or professional practice.

13.5.3 If a Chair is dissatisfied with assigned workload, an appeal may be made to the Provost. The Faculty Association will be notified of the appeal.

13.5.3.1 Within ten (10) working days of the workload being assigned, a Chair considering an appeal will first meet to discuss the subject of the workload appeal with the Dean in an attempt to resolve the matter.

13.5.3.2 If the Chair and the Dean are unable to resolve the dispute within ten (10) working days of meeting, the Chair may appeal in writing to the Provost. The Provost and the Chair will meet at the discretion of either party to discuss the subject of the workload appeal.

13.5.3.3 The Provost will communicate a decision in writing within ten (10) working days of the date that the matter was referred to the Provost. If the appeal is denied, the Provost will provide a written explanation. A copy of the decision will be sent to the Association.

13.5.3.4 The decision of the Provost is final.

13.5.4 A Member who has completed a term as Chair will be given consideration in the assignment of workload in the year following the Chair's term in order to assist with the resumption of the range of faculty responsibilities.

ARTICLE 14 Annual Reports and Annual Performance Evaluation

14.1 For the application of this Article to Professional Resource Faculty appointed outside a Faculty, a School, or the University Library, as well as to the Faculty Development Coordinator:

14.1.1 References to Faculty or School Councils will mean all such Members holding Tenure-Track, Tenured, or Full-Time Limited-Term appointments; and

14.1.2 References to Faculty or School Executive Committee will mean a committee composed of the Dean to whom these Members report and three (3) Members who are elected by majority ballot of their peers.

14.2 Annual Reports

14.2.1 An annual report template will be provided by the University. Review of the template will be conducted by the University at least every three (3) years, once feedback has been sought from Members.

14.2.2 Except for Members appointed in the previous three (3) months, all Members holding Tenure-Track, Tenured, or Full-Time Limited-Term appointments are required to complete an annual report by September 15, which will detail their activities from the previous Academic Year.

14.3 Performance Evaluation

- 14.3.1 Performance evaluation will be conducted each year for all Members who are required to submit an annual report.
- 14.3.2 The purpose of performance evaluation is to provide an assessment that acknowledges a Member's achievements, identifies areas for improvement, and suggests opportunities for development.
- 14.3.3 A Member will be reviewed in each component of assigned workload, and the Member will be provided with feedback for each component.
- 14.3.4 An assessment of "Meritorious," "Exceeds Expectations," "Meets Expectations," "Requires Improvement," or "Unsatisfactory" will be made for the overall performance of the Member, with respect to the Member's assigned workload.
 - 14.3.4.1 An overall assessment of "Meritorious" will normally be reserved for exceptional achievement.
 - 14.3.4.2 Normally, a Member will receive an overall assessment of "Unsatisfactory" only after having received at least one (1) overall assessment of "Needs Improvement" in the previous two (2) years.
 - 14.3.4.3 When an overall assessment of "Needs Improvement" is made, the Dean will meet with the Member to discuss how the Member may improve, so to achieve an overall assessment of "Meets Expectations," and to advise the Member of the provisions in Article 14.7.
- 14.3.5 No part of this article will preclude informal communication or processes that may contribute constructively to the performance of Members in their roles.
- 14.3.6 Where a Member has been on leave under Article 21, Article 22, or Article 23, the period of leave will be removed from the period considered in the performance evaluation.
- 14.3.7 Should a Member be on leave on September 15, the Member will be required to submit an annual report within twenty (20) working days of return.

14.4 Performance Evaluation Criteria

- 14.4.1 In collaboration with the Executive Committee of each Faculty or School Council, or a committee of Librarians elected by a majority ballot of the Librarians, the Dean will prepare in writing the criteria for the evaluation of performance. Criteria, and any subsequent changes, will be approved by a vote of Faculty or School Council. Criteria in the University Library will be approved by a vote of the Librarians.
- 14.4.2 For units that do not have a Council, such as Student Affairs, a committee consisting of the Dean and three (3) Members will develop the criteria for evaluation. Criteria, and any subsequent changes, will be approved by a vote of the Members within their unit.
- 14.4.3 For the Faculty Development Coordinator, criteria will be developed by three (3) Tenured Members selected from three (3) Faculty or School Executive Committees, the Faculty Development Coordinator, and the Faculty Development Coordinator's Dean.
- 14.4.4 Each year, the Dean will provide all Members with a copy of the current performance evaluation criteria.

14.5 Performance Review Form and Process

- 14.5.1 A performance review form will be provided by the University. At minimum, it will allow for:
 - 14.5.1.1 A Chair's feedback on each component of a Member's workload and an overall recommendation in accordance with Article 14.3.4;
 - 14.5.1.2 A Member's commentary on the Chair's feedback; and
 - 14.5.1.3 The assessment by the Dean in accordance with Article 14.3.4.
- 14.5.2 Annual performance evaluation will be based on all of the following:
 - 14.5.2.1 A Member's annual report;
 - 14.5.2.2 The relevant performance evaluation criteria in effect for the period under review;
 - 14.5.2.3 The norms of a Member's discipline;
 - 14.5.2.4 For Members with instruction as part of their workload, documents that facilitate an evaluation of teaching consistent with Article 11; and
 - 14.5.2.5 Documents in a Member's Official File relevant to an evaluation of that Member's teaching, professional practice, scholarly activity, or service in the period under review.
- 14.5.3 It is each Member's explicit responsibility to provide, in the annual report and in any supporting documents, sufficient detail of activities to enable an assessment of performance.
- 14.5.4 For each Member of the Academic Unit, other than the Chair, who has submitted an annual report, the Chair will:
 - 14.5.4.1 Conduct an initial review of performance;
 - 14.5.4.2 Seek clarification from a Member regarding the content of an annual report, when necessary;
 - 14.5.4.3 Complete the required sections of the performance review form; and
 - 14.5.4.4 Confer with the Dean throughout the review process, as appropriate.
- 14.5.5 The performance review form will be signed by both the Chair and the Member. The Member may add written comments to the review prior to signing the document. The signature of the Member does not constitute agreement with the review.
- 14.5.6 The Chair will gather and forward to the Dean, by November 15, copies of all signed performance review forms from the Academic Unit.
- 14.5.7 Using the signed performance review form as the basis for the evaluation of each Member, the Dean will complete the evaluation by providing an overall assessment of the Member's performance. This overall assessment will be deemed to be the formal outcome of the performance evaluation for the Member.
- 14.5.8 The Dean will communicate the results of the performance evaluation to each Member in writing by February 1. This will include, at minimum, the completed performance review form, signed by the Dean. The Dean will notify the Chair, in writing, of the outcome of performance evaluation for all Members in the Academic Unit.

- 14.5.9 A Member has the right to respond in writing to the Dean's evaluation within ten (10) working days of receiving a performance evaluation. The response will be kept in the Member's Official File with the performance review form.
- 14.5.10 By June 30, the University will provide the Association with the number of Members assessed, together with a distribution of performance evaluation outcomes.

14.6 Performance Evaluation of Chairs

- 14.6.1 The performance evaluation of a Chair, including for the entirety of the Academic Year in which the Chair's appointment ends, is the responsibility of the Dean.
- 14.6.2 Between September 15 and October 15, the Dean will request that Members in the Academic Unit provide attributable, written feedback on the performance of the Chair, including suggestions for improvement, for the period under review. This feedback will apply only to the responsibilities of the Chair role, as guided by Article 13.1.
- 14.6.3 After November 15, the Dean will provide the Chair a fair summary of written feedback from colleagues, protecting the anonymity of Members providing the feedback, and will provide the Chair an opportunity to respond to the fair summary.
- 14.6.4 The Dean will, by February 1, provide the Chair with an overall assessment of performance, having used the feedback of Members and the response of the Chair to supplement the Chair's annual report.

14.7 Unsatisfactory Performance

- 14.7.1 When the overall assessment of a Member's performance is deemed "Unsatisfactory," the Dean, in consultation with the Member and the Member's Chair, will develop, by May 1, a sixteen-month Enhanced Performance Plan, for all of the Member's workload components and responsibilities so that the Member may have guidance in an effort to return to, at minimum, a standard of performance that meets expectations.
- 14.7.2 The Dean will meet with the Member in order to discuss the implementation of the Enhanced Performance Plan.
- 14.7.3 The Dean will ensure that the Member is offered support and has access to reasonable resources to implement the Enhanced Performance Plan. The Enhanced Performance Plan will be kept in the Member's Official File and copies will be provided to the Member, the Chair, and the Faculty Association.
- 14.7.4 A Member will not receive salary increments while on an Enhanced Performance Plan.
- 14.7.5 A Member pursuing an Enhanced Performance Plan will complete an annual report, as set out in Article 14.2.2, but this annual report will not be assessed formally, and will be used only as a four-month benchmark in the plan. The Chair will provide feedback on each component of the Member's workload.
- 14.7.6 The Member and the Chair will continue to review progress and achievement every four (4) months until the Enhanced Performance Plan's conclusion.

- 14.7.7 At the conclusion of the Enhanced Performance Plan, the Member will again complete an annual report that will be assessed in keeping with Article 14.5. Notwithstanding the usual assessment options set out in Article 14.5.7, the performance of a Member who has just concluded an Enhanced Performance Plan will be assessed as either “Meets Expectations” or “Unsatisfactory.”
- 14.7.8 If a Member receives an “Unsatisfactory” assessment in two (2) consecutive performance evaluations, then the Member may be subject to disciplinary provisions under Article 18.1, Article 18.3, and Article 18.4.
- 14.7.9 Where a member receives an “Unsatisfactory” performance review and is placed on an Enhanced Performance Plan, the Member will be advised of Article 14.7.8 and the potential consequences of a second consecutive “Unsatisfactory” assessment.

14.8 Relationship with Promotion Recommendations and Decisions

- 14.8.1 Annual performance reviews described in this article will be used in Promotion recommendations and decisions only as outlined specifically in this Collective Agreement.

ARTICLE 15 Resignation and Retirement

15.1 Notice

- 15.1.1 Normally, written notice to retire will be provided to the Member’s Dean one (1) year prior to the retirement date and no later than four (4) months prior to the retirement date. Such notice will be irrevocable.
- 15.1.2 Normally, written notice to resign will be provided to the Member’s Dean four (4) months prior to the resignation date.

15.2 Retirement Date and Vacation

- 15.2.1 When a Member retires, the last day of employment will be June 30, and all vacation will be deemed to be used by that date.

15.3 Resignation Date and Vacation

- 15.3.1 When a Member resigns, every effort will be made to use any remaining vacation days. The Dean may, in consultation with the Member, authorize an extension to this resignation date by up to five (5) working days, if extenuating circumstances prevent the Member from using vacation days accrued.

15.4 Bridge to Retirement

- 15.4.1 A bridge to retirement plan allows a Member to phase into retirement with a workload reduction of fifty per cent (50%). Annual workload responsibilities will be reduced proportionately once a future appointment termination date has been declared.
- 15.4.2 With the agreement of the Dean, a bridge to retirement plan will begin on July 1 and will end on June 30. The plan will be for twelve (12) or twenty-four (24) months.

- 15.4.3 The Member will continue to receive health and dental benefits as long as the Member continues to meet benefits eligibility requirements, and all income-driven benefits contributions and premiums — short term disability (STD) and long term disability (LTD) premiums — will be prorated on a fifty per cent (50%) basis, as will vacation and sick leave entitlements.
- 15.4.4 Bridge Eligibility
- 15.4.4.1 To be eligible for the bridge to retirement plan, a Member must meet the following criteria:
- 15.4.4.1.1 The Member occupies a Full-Time Tenured appointment on the date of application, through to the plan start date; and
- 15.4.4.1.2 The Member is at least fifty-five (55) years of age and has a minimum of the equivalent of ten (10) years of full-time employment at the University on the date that reduced workload and pension begins.
- 15.4.5 Bridge Application Process
- 15.4.5.1 A Member wishing to participate in the bridge to retirement plan will make written application to the Dean, no later than the December 15 preceding the July 1 plan start date.
- 15.4.5.2 The Dean will make a written recommendation to the Provost by January 15, who will communicate a decision to the Dean by January 31.
- 15.4.5.3 The Dean will communicate the decision of the Provost to the Member as soon as possible, and by no later than February 15. The decision of the Provost will be final.
- 15.4.6 Bridge Plan Requirements
- 15.4.6.1 By February 28, when an application for a bridge to retirement plan is approved and accepted, the Member will provide the Dean with an irrevocable retirement letter. The letter will acknowledge the plan start date as the upcoming July 1, and it will confirm the Member's date of appointment termination as the plan completion date of June 30.
- 15.4.6.2 The Member will make application by March 1 to receive Local Authorities Pension Plan (LAPP) benefits on July 1.
- 15.4.6.3 The Member will begin a fifty per cent (50%) workload and will receive fifty per cent (50%) of the Member's annual salary effective July 1.
- 15.4.7 Plan Restrictions
- 15.4.7.1 A Member participating in the plan is not eligible for overload teaching.
- 15.4.7.2 A Member participating in the plan will not condense an annual workload for a twelve-month plan into one (1) semester and will not condense the two (2) annual workloads of a twenty-four-month plan into twelve (12) months.

ARTICLE 16 Academic Reorganization

- 16.1 The Board and the Association acknowledge that in order to maintain the integrity and viability of the academic mission of the University, it may become necessary to revise, restructure, or discontinue Programs or Departments which may result in the layoff of Tenured Members.

- 16.2 Reorganization means the reduction, deletion, or transfer of a Program or Department and will normally occur in the context of institutional academic planning. Academic Governance Council will review potential changes prior to the initiation of reorganization.
- 16.3 Reorganization will normally be achieved in a manner that will protect the employment of Tenured Members.
- 16.4 No reorganization which affects the terms and conditions of employment of Tenured Members may occur without consultation with the Association which may make recommendations to the Provost.
- 16.5 The Association will be notified in writing and consulted at the earliest stages of planning, will have available to it the required supporting information, and have up to one (1) month to make its recommendations. The Association will be copied on all written communication with Members affected by reorganization.
- 16.6 Program or Department Deletion**
- 16.6.1 For reorganization that involves the deletion of a Program or Department, the Dean will inform the Members of the number and nature of the positions that will be required for each year that some or all of the Program or Department will continue to be offered.
- 16.6.2 Affected Members may apply for early release or continuation on staff for the length of time some or all of the Program or Department will continue.
- 16.6.3 The Dean will consider such applications subject to the qualifications of the Members to teach the required courses and the needs of the University.
- 16.7 Program or Department Reduction**
- 16.7.1 For a reorganization involving a reduction in the Tenured Members in a Program or Department, an Implementation Committee will be established. The committee will consist of the Dean, who will chair the committee, and four (4) Tenured Members elected by the Faculty or School Council.
- 16.7.2 The Implementation Committee will recommend criteria for layoffs and recommend the Members to be laid off based on those criteria. The recommendations will be forwarded to the Provost with a copy to the Association. In determining the criteria and making its recommendations, the Committee will consider academic qualifications, academic expertise, performance, and length of service.
- 16.7.3 The Provost is responsible for any decision to lay off a Member. Any Member who is laid off will be notified by the Provost in writing.
- 16.8 Layoffs will only be effected in a Program or Department if the number of Tenured positions subject to layoff is greater than the number of Tenured Members who will retire either in the Academic Year in which the reorganization will take place or in the subsequent Academic Year. Notice of layoff will be not less than six (6) months.
- 16.9 Where a Member is identified for layoff, the University will:
- 16.9.1 Make reasonable efforts to reassign the Member to an equivalent Faculty position that the Member is qualified to perform as per Article 17;

- 16.9.2 Provide a reasonable opportunity for retraining of the Member for the purpose of reassignment as per Article 17; and
- 16.9.3 Provide a reasonable opportunity for the Member to transfer to Part-Time status.
- 16.10 If a Tenured Member identified for layoff cannot be reassigned or refuses a retraining opportunity, the Member will be laid off. A Tenured Member who is laid off in this fashion will receive a severance payment equal to the lesser of:
 - 16.10.1 1/12 of the Member's annual regular salary for each year of Tenure-Track or Tenured service; or
 - 16.10.2 The Member's regular annual salary.
- 16.11 If a Member identified for a layoff can be reassigned to an equivalent position and circumstance but refuses to accept such reassignment, the Member will be laid off and will not receive severance.
- 16.12 In the event that a Full-Time Tenured Member accepts reassignment to part-time status, the severance payable will be in accordance with the provisions of Article 16.10, pro-rated to the percentage reduction from a full-time position.

16.13 Recall

Should the same, or essentially the same, full-time or part-time position be reinstated within eighteen (18) months of the effective date of layoff, the Member will be so advised by the University and be given first consideration for reappointment.

- 16.13.1 If more Members apply for reinstatement than the number of vacancies, the selection of Members for reinstatement will be made on the basis of the procedures and criteria in Article 16.7.2.
 - 16.13.2 Salary on reappointment will be at the same rate as at layoff, subject to any general salary adjustments in the interim.
 - 16.13.3 Should reappointment occur within one (1) year of the layoff date, the severance payment will be repaid proportionately.
 - 16.13.4 Should reappointment occur within one (1) year of the effective date of layoff, for the purpose of the Local Authorities Pension Plan, and subject to plan regulations, the period between the layoff date and the reappointment date will be considered a period of leave without pay.
- 16.14 Layoff under this Article will not be considered nor represented as dismissal.

ARTICLE 17 Reassignment

17.1 Reassignment Procedures

- 17.1.1 The Board acknowledges that while Members are assigned to Academic Units, they are also University employees, and reasonable effort must be made to reassign Members affected by reorganization to other positions they are qualified to fill.
- 17.1.2 A Member adversely affected by reorganization, as described in Article 16, may advise the Provost, in writing, of an interest in being assigned to a position in another area of the University for which the Member is qualified.

17.1.3 Following consultation with the Association, and with the Dean and Chair of the identified Academic Unit, the Provost will decide on the proposed reassignment and advise the affected Member in writing of the decision.

17.2 Retraining

17.2.1 A Member adversely affected by reorganization may advise the Provost, in writing, of an interest in being assigned to a position in another area of the University for which the Member is not currently qualified but could become qualified after a period of study leave.

17.2.1.1 The Member will describe the study leave program, the qualifications to be obtained, and an estimate of the time and financial resources required to complete the program.

17.2.1.2 The Provost will consult with the Association, and with the Dean and Chair within whose Academic Unit the position resides. The Provost will decide on the proposal and will advise the Member of the decision in writing.

17.3 The University reserves the right to reassign a person currently employed on the administrative staff of the University to the academic staff, and, conversely, reassign a Member to the administrative staff.

17.4 Effect on Employment Rights

17.4.1 Members who are reassigned to an equivalent faculty position will retain all employment rights held prior to reassignment.

ARTICLE 18 Discipline

18.1 General

18.1.1 A Member may be disciplined only for just cause, and only in accordance with the provisions of this article.

18.1.2 It is the responsibility of a Member to be familiar with rules and regulations of the University, and it is the responsibility of the University to communicate changes to rules and regulations.

18.1.3 With the aim of being corrective, discipline will be commensurate with the seriousness of the violation and will be based on the principles of progressive discipline.

18.1.4 Discipline may be issued only by the Provost or the Dean. Only the Provost may suspend or dismiss a Member.

18.1.5 In recognition of the principles of progressive discipline, the Dean, where appropriate, will bring conduct which is a subject of concern to the attention of a Member in a manner that will assist the Member in correcting the conduct.

18.1.6 All written communications from the University to the Member on matters pertaining to discipline will be copied to the Association.

18.1.7 At any meeting during the discipline process, a Member will be permitted to be accompanied by a representative of the Association.

18.2 Procedures for Discipline

- 18.2.1 Disciplinary action will be initiated only after completion of a fair and thorough investigation. Discipline cannot be imposed based solely on anonymous information.
- 18.2.2 In conducting an investigation, the Dean will:
- 18.2.2.1 Within five (5) working days of commencing the investigation, advise the Member in writing of the nature of the allegation and the scope of the investigation, provide a complete copy of the complaint to the Member, and invite the Member to respond to the allegation by meeting or by submitting materials, or both, as the Member sees fit;
- 18.2.2.2 Give due consideration, without prejudice, to any evidence from the Member which may expedite or simplify the investigation, or render it unnecessary; and
- 18.2.2.3 Conclude the investigation within thirty (30) working days. By mutual agreement of the University and the Association, this deadline may be extended. Such a request will not be unreasonably denied.
- 18.2.3 Notwithstanding Article 18.2.2.1, the Dean may withhold information, or delay notification, if there are reasonable grounds to believe that disclosure will produce a risk of significant harm to another person or that it will hinder significantly the investigation. If there is any withholding or delay in notification on either of these grounds, when the Member is first notified, the notice will include information of the withholding or delay and an explanation of the basis for it. No withholding of information or delay in notification can extend beyond the notification of the tentative results of the investigation, at which point all withheld information must be, or have been, disclosed.
- 18.2.4 The Provost or the Dean will notify the Member in writing of the tentative findings of the investigation, with a summary of the investigation, including specific details to support the findings, within five (5) working days of the conclusion of the investigation.
- 18.2.5 Notification under Article 18.2.4 will provide the Member ten (10) working days to respond in writing to the findings of the investigation prior to the confirmation of a decision regarding discipline, unless the Member is advised that no discipline will be imposed. The Member may also be invited to attend a meeting to discuss the tentative results of the investigation, to respond to any additional information and allegations arising from the investigation, and to attempt to resolve the matter in a manner satisfactory to all concerned.
- 18.2.6 If a decision is made to invoke discipline, the Provost or the Dean will provide a written decision within five (5) working days of the meeting provided for in Article 18.2.5.

18.2.7 The Provost may remove an individual, in extenuating circumstances, from the University, pending the conclusion of the investigation and the imposition of any discipline. If the Provost removes an individual from the University under Article 18.2.7, then there will be no extension of any time limits set out in Article 18.2.2 through Article 18.2.6. At the conclusion of the investigation and any resulting discipline, the individual will be reinstated by the Provost, subject to any discipline that may be imposed.

18.3 Forms of Discipline

18.3.1 Disciplinary measures, listed in increasing order of severity, are:

18.3.1.1 A letter of warning;

18.3.1.2 A letter of reprimand;

18.3.1.3 Suspension with pay;

18.3.1.4 Suspension without pay; and

18.3.1.5 Dismissal.

18.3.2 A letter of warning or reprimand must be clearly identified as being a disciplinary measure. The letter will include a statement of the actions that the Member should take to correct the conduct.

18.3.2.1 A Member who disagrees with the substance of a letter of warning or reprimand may file a written reply, which will form part of the Member's Official File. The letter will, however, remain as a disciplinary measure, subject to any grievance on the matter, per Article 4;

18.3.2.2 The failure of a Member to grieve a letter of warning or reprimand will not be deemed an admission of guilt.

18.3.3 Dismissal means the termination for just cause of a Tenure-Track or Contractually-Limited appointment before the date specified in the Member's contract, or the termination of a Tenured appointment for just cause at any time other than the Member's retirement.

18.3.4 Layoff pursuant to Article 16, failure to grant Tenure, or failure to renew a Contractually-Limited appointment will not constitute dismissal.

18.3.5 There will be no grievance under Article 4 for the non-renewal of an appointment at the end of a contractually-specified probationary term or at the end of a Contractually-Limited appointment.

18.4 Restrictions on Discipline

18.4.1 No investigation under this article will be initiated by the University more than six (6) months after it knew or ought reasonably to have known about the facts that could be the basis for discipline.

18.4.2 Any record of discipline, except a record of dismissal, will be deemed to be removed from a Member's Official File after a period of twenty-four (24) months from the date of the letter issuing the discipline, provided that no subsequent letters detailing disciplinary action have been placed in the Member's Official File during that period.

- 18.4.3 A Member may not be disciplined for violation of a rule or regulation that has not been communicated by the University.
- 18.4.4 Except for Article 18.4.4.2, disciplinary processes are distinct from academic assessments, such as those used in Tenure-Track and Tenure review, Promotion decisions, and annual performance evaluation.
- 18.4.5 The fact that a disciplinary measure has been imposed or is contemplated cannot, in itself, be considered in an academic assessment; however, the facts that resulted or may result in the imposition of discipline may be considered if relevant to the academic assessment.
- 18.4.6 A Member may be subject to Article 18.1 and Article 18.3 if the Member has received two (2) consecutive “Unsatisfactory” performance assessments under Article 14.7. In that event, Article 18.2 will not apply, as Article 14.7 will have already been applied.

ARTICLE 19 Salary

19.1 Salary Tables

- 19.1.1 Members will be paid in accordance with the attached salary tables which are inclusive of all vacation pay.

19.2 Exceptions

- 19.2.1 The University reserves the right to pay Members in excess of the salary tables.

19.3 Initial Placement

- 19.3.1 Subject to Article 19.2, no Member will be placed higher than the midpoint on the salary table upon initial placement.
- 19.3.2 There will be no grievance under Article 4 regarding salary placement, except where the relevant processes outlined in Article 19 are not followed.

19.4 Professional Designation

- 19.4.1 A Member holding a professional designation as a condition of employment at the University will maintain such designation in good standing.

19.5 Promotion and Additional Credentials

- 19.5.1 Members who have been promoted will move across their salary table on July 1.

19.6 Grid Steps

- 19.6.1 All Members eligible for an additional grid step will move to the next grid step on July 1.
- 19.6.2 A member will not receive an additional grid step while on an Enhanced Performance Plan.

19.7 Payments

- 19.7.1 Members with less than a 1.0 Full-Time appointment will have their salary prorated to the term and rate of their appointment.
- 19.7.2 The University will pay Members their salary entitlement no later than ten (10) calendar days following the end of each pay period. If the University proposes to change this date, the University will provide the Association with a minimum of six (6) months’ notice of the change.

- 19.7.3 All payroll deductions that are tax-deductible, including the Association’s annual membership fees and including charitable donations, will be included on each Member’s T4 slip.
- 19.7.4 In the event that administrative errors or omissions occur in some or all of the payroll, necessary corrections or adjustments may be made immediately by the University.
- 19.7.4.1 In the event that such errors exceed fifty (50) dollars and no mutually-acceptable arrangement for repayment can be reached between the University and the affected Member, the recovery of any overpayment will be prorated over a period of time equal to that over which the error or omission was accumulated.
- 19.7.5 The University will administer the deduction and remittance of premiums or other payments required for any existing plans approved by the Association for the benefit of its Members and, where mutually agreed, the administration of any new plans entered into after the execution of this Agreement.

ARTICLE 20 Statutory Holidays and Vacation Entitlement

20.1 Statutory Holidays

20.1.1 All Members will have the following statutory holidays:

| | |
|----------------|--------------------------------|
| New Year’s Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Christmas Floater Holidays (3) |
| Heritage Day | |

and other holidays that may be declared from time to time by the Lieutenant Governor or Governor General in Council to be observed by the citizens of the Province of Alberta.

- 20.1.1.1 In the event that any of these holidays fall on a Saturday or a Sunday, the University will observe the holiday on the next following Monday or as otherwise declared to be observed for employees of the Government of the Province of Alberta.
- 20.1.1.2 The dates of the Christmas Floater Holidays will be at the discretion of the University but will be scheduled to ensure that Members are not expected to attend work between Christmas Day and New Year’s Day, inclusive.
- 20.1.2 These holidays will not be included as part of a Member’s vacation entitlement.

20.2 Vacation Entitlement

- 20.2.1 “Vacation Year” refers to a period from July 1 to June 30 of the following calendar year.
- 20.2.2 Payment for vacation entitlement is included in the annual salary of each Member.

- 20.2.3 For the purpose of vacation entitlement, “Full-Time” will include Tenure-Track, Tenured, and Full-Time Limited-Term Members.
- 20.2.4 Full-Time Members employed less than twelve (12) months during the Vacation Year, as well as Tenure-Track and Tenured Members on part-time appointments, will receive vacation entitlements in proportion to the length and rate of their appointments.
- 20.2.5 Professorial Faculty, Professional Resource Faculty, Science Lab Instructors, and Science Lab Supervisors with full-time appointments will receive, annually, a vacation entitlement of forty-four (44) days, excluding Saturdays, Sundays, and statutory holidays.
- 20.2.6 English as an Additional Language Instructors with full-time appointments will receive, annually, a vacation entitlement of twenty-five (25) days, excluding Saturdays, Sundays, and statutory holidays.
- 20.2.7 University Preparation Instructors with full-time appointments will receive, annually, a vacation entitlement of thirty (30) days, excluding Saturdays, Sundays, and statutory holidays.
- 20.2.8 The Faculty Development Coordinator and Faculty School Advisors with full-time appointments will receive, annually, a vacation entitlement of twenty (20) days during the first five (5) years of service, twenty-five (25) days during the sixth through tenth years of service, and thirty (30) days thereafter, excluding Saturdays, Sundays, and statutory holidays.
- 20.2.9 Each Member will provide the University with a vacation plan that uses the Member’s entire annual entitlement. The plan will not interfere with the Member’s assigned workload and will not undermine the operational integrity of the Member’s academic unit.
- 20.2.10 It is the responsibility of the Member to take vacation.
- 20.2.11 All vacation entitlement is deemed to have been taken in the Vacation Year in which it was earned. There is no vacation payout.

ARTICLE 21 Leaves of Absence: Sick Leave

21.1 Definitions

- 21.1.1 “Annual Sick Leave Allowance” means that allowance accrued by each eligible Member during each Academic Year, such allowance entitling the Member to full regular salary (including, where appropriate, Chair stipend) during absence from duties because of illness, according to the provisions of this Article.
- 21.1.2 “Accumulated Sick Leave Allowance” means that unused portion of a Member’s Annual Sick Leave Allowance that may be accumulated by the Member, according to the provisions of this Article.

21.2 Tenure-Track and Tenured Members

- 21.2.1 Each Tenure-Track or Tenured Member will be entitled to an annual sick leave allowance of:
 - 21.2.1.1 Eighteen (18) full working days per Academic Year for Full-Time Members; and
 - 21.2.1.2 Nine (9) full working days per Academic Year for Part-Time Members.

- 21.2.1.3 Where a Member is initially appointed on a date other than the first day of the fiscal year, the Member's Annual Sick Leave Allowance will be pro-rated accordingly.
- 21.2.2 Where all or part of a Tenure-Track or Tenured Member's Annual Sick Leave Allowance has not been used by the end of the fiscal year, the unused Annual Sick Leave Allowance will be transferred to the Member's Accumulated Sick Leave Allowance and will be carried forward into the following and subsequent fiscal years.
- 21.2.3 Notwithstanding any other provision of this Article, a Tenure-Track or Tenured Member will be entitled to full salary during absence from duties because of illness:
- 21.2.3.1 For Full-Time Members, a maximum of forty-five (45) full working days in any one Academic Year; and
- 21.2.3.2 For Part-Time Members, a maximum of twenty-five (25) full working days in any one Academic Year.
- 21.2.3.3 In any one Academic Year, the combined total of annual sick leave allowance and accumulated sick leave allowance will not exceed the limits specified in Article 21.2.3.1 and Article 21.2.3.2, as applicable.
- 21.2.4 A Member may draw unearned sick leave to the extent required to qualify him or her for weekly indemnity benefits.
- 21.2.5 In the event that a Member voluntarily terminates employment with the University, any utilized sick leave allowance that has been unearned may be recovered by charging it against the Member's vacation entitlement.
- 21.2.6 A Member who has been in receipt of long term disability benefits for a period of twenty-four (24) consecutive months may have his or her employment terminated provided:
- 21.2.6.1 The termination is recommended by the Dean and Provost and approved by the University President;
- 21.2.6.2 The termination will not prejudice the Member's eligibility for long term disability benefits; and
- 21.2.6.3 Medical and benefit underwriter prognosis is that the Member will be unable to return to their own or an equivalent position in the University in the foreseeable future.
- 21.2.7 Subject to plan regulations and underwriter approval:
- 21.2.7.1 With the exception of vacation and sick leave accrual and statutory holidays, the employee benefits the Member was participating in at the time the Member's disability commenced will continue at no cost to him or her during the Member's weekly indemnity benefit period and until he or she has received long-term disability benefits for twenty-four (24) months;
- 21.2.7.2 Long-term disability benefits will continue until the earlier of: the Member is no longer entitled to such benefits according to the plan definition, becomes age sixty-five (65), or receives retirement benefits from the Local Authorities Pension Plan (or equivalent); and

21.2.7.3 The University will pay the employer and employee contributions to the Local Authorities Pension Plan (or equivalent) as long as the Member remains eligible for life insurance coverage at the rate in effect at the time the Member became disabled will continue at no cost to the Member as long as he or she remains eligible for long-term disability benefits.

21.3 Nurse Educators and Full-Time Limited-Term Members

21.3.1 A Member on a Nurse Educator or Full-Time Limited-Term appointment is entitled, proportionate to the length of his or her appointment, to the benefits of this Article that are not expressly modified by this sub-clause.

21.3.2 Subject to the provisions of this Article, a Member on a Nurse Educator or Full-Time Limited-Term appointment will be protected from loss of salary because of illness only where such illness occurs during the term of the appointment.

21.3.3 Where twelve (12) consecutive months or more elapse between appointments, a Member on a Nurse Educator or Full-Time Limited-Term appointment may not carry forward previously accumulated sick leave allowance.

21.4 Payment in Lieu

21.4.1 The University will not make any payment in lieu of unused Annual or Accumulated Sick Leave Allowance.

21.5 Additional Sick Leave

21.5.1 Notwithstanding any other provision of this Article, the Provost, upon the recommendation of the Dean, may grant additional sick leave.

21.6 Notice of Return after Leave

21.6.1 Instructional Members on sick leave must notify their Chairs of their intent to return to work at least two (2) months prior to the start of a new teaching term.

21.6.2 In the absence of notice described in Article 21.6.1, the Member will be presumed to be unable to teach in the upcoming term. The Chair will assign courses as necessary to fulfill the teaching obligations of the Department, in the Member's absence.

21.6.3 A Member who fails to provide notice of return two (2) months prior to the start of term and who subsequently becomes available for work in the same term will be required to develop, with the Chair, a revised workload for the remainder of the Academic Year. The revised workload requires the approval of the Dean.

ARTICLE 22 Leaves of Absence: Parental Leave

22.1 Tenure-Track and Tenured Members will be eligible for parental leave under the following conditions:

22.1.1 After one (1) year of employment, Members will be entitled to up to eighteen (18) months parental leave without salary. Leave may be extended by the Provost upon the recommendation of the Dean;

22.1.2 Members eligible for Employment Insurance (EI) will have access to the Supplemental Employment Benefit (SEIB) Plan benefit as described in Article 22.6; and

- 22.1.3 Parental leave as described in this Article may be taken wholly or shared by either parent.
- 22.2 Notice of Leave**
- 22.2.1 A Member who takes parental leave will provide the Dean with at least four (4) months' written notice of the expected date of delivery or adoption of the child, the anticipated leave start date, and the anticipated date of return from leave.
- 22.2.2 Where possible, the Member will provide the Dean with at least two (2) weeks' written notice of any changes to the original leave request.
- 22.3 Notice of Return from Leave**
- 22.3.1 The Member will provide the Dean with at least two (2) months' written notice of intent to return from leave.
- 22.4 Benefits While on Maternity Leave**
- 22.4.1 A Member eligible for sick leave, short-term disability, or long-term disability may apply for those benefits in the event of disability during the health-related portion of the pregnancy. The health-related portion of the pregnancy will mean that period of pregnancy prior to and following childbirth during which the Member is disabled and such disability is substantiated with supporting medical information.
- 22.5 Paternity Leave**
- 22.5.1 An employee will be granted five (5) days' leave with pay to be present at the birth or adoption proceedings of the Member's child.
- 22.6 Supplemental Employment Insurance Benefit Plan**
- 22.6.1 SEIB Plan Overview
- 22.6.1.1 SEIB Plan supplements EI benefits during a leave for maternity, parental, or adoption leave of absence. The plan applies to the health-related maternity leave period of an approved leave that begins immediately post-delivery for a Member in receipt of EI maternity benefits. The SEIB plan applies to a portion of the thirty-five (35) weeks a Member on an approved parental or adoption leave is in receipt of EI parental or adoption benefits.
- 22.6.1.2 The SEIB plan supplements an eligible Member's income during the period of benefit entitlement by paying the difference between the Employment Insurance benefit received by the Member during the SEIB Plan period of fifteen (15) weeks and ninety-five per cent (95%) of the Member's salary at the time the leave began.
- 22.7 Eligibility for SEIB Plan**
- 22.7.1 Tenure-Track and Tenured Members who have completed one (1) year of employment with MacEwan University, and who are eligible to receive maternity leave benefits, parental leave benefits, or adoption leave benefits are eligible to receive SEIB Plan benefits.
- 22.7.2 When EI maternity, parental, or adoption leave benefits are shared between parents where both are Members of MacEwan University, the SEIB plan benefits are payable for a combined maximum of fifteen (15) weeks per family and will be distributed between the Members as determined by them.

- 22.7.3 In order to receive SEIB Plan payments, the eligible Member is required to:
- 22.7.3.1 Apply for Employment Insurance benefits as soon as the Member is eligible to do so, and provide evidence of Employment Insurance payment to the University; and
- 22.7.3.2 Have commenced maternity, parental, or adoption leave.

22.8 Rules and Regulations

- 22.8.1 During the SEIB Plan period, the Member and the employer will continue to pay benefits premiums as per Article 25.
- 22.8.2 In accordance with Local Authorities Pension Plan regulations, Member and employer contributions will continue where the SEIB Plan payments occur during the health-related portion of a maternity leave.
- 22.8.3 Vacation and sick leave accrual will not continue during the SEIB Plan period.
- 22.8.4 A Member on maternity leave is not eligible for general illness or weekly disability benefits when payments are or could be made under the SEIB Plan.

ARTICLE 23 Other Leaves of Absence

23.1 Professional Service Leave

- 23.1.1 Where a Member is elected or appointed to an office in a provincial or national educational association, and where such association requests the University to grant either full-time or part-time leave of absence without pay for the Member, the University will make every reasonable effort to comply with the request.

23.2 Court Appearance Leave

- 23.2.1 The University will grant leave with pay to a Member for jury duty or when summoned as a Crown Witness.
- 23.2.2 Where a Member is released from his or her normal duties for the express purpose of serving as a juror or a Crown Witness, such Member will reimburse the University all monies paid by the Court, except for travelling, accommodation, and meal allowance not paid to the Member by the University.
- 23.2.3 In other cases where a Member is required to appear in Court as a party or witness, a leave of absence without pay will be granted for a period of time reasonably required by such court appearance.

23.3 Leave to seek Provincial or Federal Election

- 23.3.1 Where a Member stands for election to the Alberta Legislature or Canadian House of Commons, the University will grant the Member leave of absence without pay to campaign once an election is called.
- 23.3.2 If the Member is elected, he or she will be paid for unused vacation entitlement and may be granted a leave of absence according to Article 23.6.

23.4 Compassionate Care Leave

- 23.4.1 A Member who has completed fifty-two (52) consecutive weeks of employment with the University and who requires leave to care for a qualified family member who is gravely ill, and for whom the Member is the primary caregiver, will be entitled to up to eight (8) weeks of leave without pay.

- 23.4.2 Members are required to submit to the University satisfactory proof of the need for Compassionate Care Leave, including a physician's certificate demonstrating that the qualified family member has a significant risk of death within a twenty-six-week window.
- 23.4.3 Members will provide at least two (2) weeks' written notice to the Dean of the requirement for the leave, unless circumstances necessitate a shorter period.
- 23.4.4 The leave may be broken into two different periods. The second period of leave must be taken before the twenty-six-week window expires. A leave period must be at least one (1) week long.
- 23.4.5 If a Member has taken a Compassionate Care Leave within the twenty-six-week window, and the family member remains gravely ill, the Member may take another Compassionate Care Leave within the next twenty-six-week window. The Member must submit a new physician's certificate per Article 23.4.2, and the notice period per Article 23.4.3 will apply.
- 23.4.6 When a Member on Compassionate Care Leave returns to work, the Member will provide at least two (2) weeks' written notice to the Dean of the intent to return to work. A Member and the Dean may agree in writing to a return to work date with less than two (2) weeks' notice.
- 23.4.7 Extensions to this leave may be granted by the Dean.

23.5 Bereavement Leave

- 23.5.1 A Member will be entitled to leave with pay for a period of up to five (5) working days, in the event of the death of:
- 23.5.1.1 A spouse, parent, guardian, grandparent, child, foster child, brother, or sister of a Member or the Member's spouse;
- 23.5.1.2 A person permanently residing with the Member; or
- 23.5.1.3 A qualified family member for whom the Member is the primary caregiver per Article 23.4.
- 23.5.2 If such days are not taken consecutively, they will be scheduled at a time mutually agreed to between the Member and the Member's Dean.
- 23.5.3 Under special circumstances extensions to bereavement leaves may be granted by the Dean.

23.6 Other Leave without Pay

- 23.6.1 Upon the request of a Tenure-Track or Tenured Member, the Provost may grant such other leaves of absence without pay as is considered appropriate in the circumstances.

23.7 Notice of Return after Leave

- 23.7.1 With the exception of leaves described by Articles 23.4 and 23.5, instructional Members on leave must notify their Chairs of their intent to return to work at least two (2) months prior to the start of a new teaching term.

- 23.7.2 In the absence of notice described in Article 23.7.1, the Member will be presumed to be unable to teach in the upcoming term. The Chair will assign courses as necessary to fulfill the teaching obligations of the Department, in the Member's absence.
- 23.7.3 A Member who fails to provide notice of return two (2) months prior to the start of term, and who subsequently becomes available for work in the same term, will be required to develop, with the Chair, a revised workload for the remainder of the Academic Year. The revised workload requires the approval of the Dean.

ARTICLE 24 Benefits for Those on Leave

- 24.1 Members on leave without regular salary will be entitled to those benefits which continue to be payable pursuant to the insurance agreements of the carrier, provided that the Member pays the full premium thereon.
- 24.2 The accrual of vacation entitlement, sick leave benefits, and eligibility for statutory holiday benefits cease during a leave without pay.

ARTICLE 25 Benefits

25.1 Benefit Plans

- 25.1.1 The Board agrees to contribute the following toward employee Benefits Plan premiums for Tenure-Track, Tenured, and Full-Time Limited-Term Members and Nurse Educators participating in the University benefits plan:
- 25.1.1.1 Extended Health Care Plan: the equivalent of eighty per cent (80%) of the single, couple, or family premium at the designated Level 3 of the flexible benefits plan;
 - 25.1.1.2 Dental Care Plan: the equivalent of eighty per cent (80%) of the single, couple, or family premium at the designated Level 3 of the flexible benefits plan;
 - 25.1.1.3 Health Spending Account: one hundred per cent (100%) of the annual maximum;
 - 25.1.1.4 Basic Life Insurance: one hundred per cent (100%) of the premium;
 - 25.1.1.5 Accidental Death & Dismemberment: one hundred per cent (100%) of the premium;
 - 25.1.1.6 Short Term Disability: one hundred per cent (100%) of the premium; and
 - 25.1.1.7 Employee Family Assistance Program: one hundred per cent (100%) of the premium.
- 25.1.2 Tenure-Track, Tenured, and Full-Time Limited-Term Members and Nurse Educators are eligible for Long-Term Disability benefits until the age of sixty-five (65) years. The premium is one hundred per cent (100%) employee-paid.
- 25.1.3 During the life of this Agreement, any changes to benefits plans will be implemented only upon the mutual agreement of the Board and the Association.
- 25.1.4 The Benefits Plan provided for under this Agreement will be administered according to the policy agreements between the University and the Underwriters.

ARTICLE 26 Faculty Professional Development

26.1 Application of Faculty Development Policy

26.1.1 The Board and the Association agree that Board Policy D2090 (Faculty Development) will apply to the parties to this Agreement.

26.2 Faculty Professional Development Funding

26.2.1 The Board will provide funding for faculty professional development activities, including sabbatical leaves, at the rate of 2.6% of total current faculty salaries as earned (Tenure-Track, Tenured, and all Contractually-Limited appointments).

26.2.2 Faculty development funds will be made available to the Centre for the Advancement of Faculty Excellence on September 1.

26.2.3 Professional Development funding will be allocated:

26.2.3.1 Not less than forty per cent (40%) to faculty development, exclusive of Sabbatical Leaves; and

26.2.3.2 Not less than forty per cent (40%) to Sabbatical Leaves.

26.2.4 The University will, on behalf of the University Faculty Development Committee, carry unused funds assigned for faculty professional development from one contract year to the next for the exclusive purpose of supporting faculty professional development activities.

ARTICLE 27 Sabbatical Leave

27.1 General

27.1.1 Sabbatical leave enables a Member to engage in a sustained period of full-time scholarship, free from the Member's full range of professional responsibilities. After a sabbatical leave, a Member's contribution to the University is expected to be enhanced, for the mutual benefit of the Member and the University.

27.1.2 The University will grant, annually, a limited number of sabbatical leaves to eligible Members, based on a competitive application process and subject to available funds.

27.2 Eligibility

27.2.1 Tenured members with rank who have held the equivalent of a full-time appointment at MacEwan University or another University for at least six (6) years without a sabbatical leave and who have held the equivalent of a full-time appointment at MacEwan University for at least three (3) consecutive years are eligible to apply for sabbatical leave.

27.2.2 A sabbatical leave may be taken for either six (6) months or twelve (12) months, beginning, normally, on July 1. With the permission of the Dean, a sabbatical leave may begin on January 1.

27.2.3 Sabbatical leaves divided into two, noncontiguous six-month segments are not permitted.

27.2.4 Sabbatical leaves must fulfill one or more of the following purposes:

27.2.4.1 Research, scholarship, or artistic creation;

27.2.4.2 A course of study related to teaching or professional practice; or

27.2.4.3 Work in pursuit of a graduate credential.

27.3 University Responsibilities

27.3.1 The University will pay a Member eighty-five per cent (85%) of the Member's base salary during sabbatical leave.

27.3.2 The University will continue to contribute to all benefit plans during sabbatical leave, and pension contributions will be based on the Member's base salary. The Member may select, where a benefit plan permits, to contribute any additional premiums based on the Member's base salary.

27.3.3 The University will provide an eligible Member with all applicable salary adjustments during the Member's sabbatical leave.

27.4 Application Process

27.4.1 An application for sabbatical leave will be submitted to the Dean, through the Chair of the Academic Unit, by September 15, for consideration for the following Academic Year.

27.4.2 The Member's application will include:

27.4.2.1 An overview of the sabbatical leave activity to be undertaken, including, where applicable, a dissemination plan for the outcome(s);

27.4.2.2 A work plan, outlining how the time on sabbatical leave will be used;

27.4.2.3 An explanation of the intended benefit to the Member and the University, as it relates to teaching or professional practice or other work with students; and

27.4.2.4 A description of any teaching or service the Member anticipates while on sabbatical leave.

27.4.3 The Member's application will also include:

27.4.3.1 Verification of the Member's eligibility for sabbatical leave;

27.4.3.2 A copy of any previous work plan and sabbatical leave report, if applicable;

27.4.3.3 An updated curriculum vitae;

27.4.3.4 The Member's two (2) most recent annual reports, as evaluated by the Dean;

27.4.3.5 A description of any paid employment the Member anticipates while on sabbatical leave; and

27.4.3.6 Other information judged by the Member to be relevant to the application.

27.5 Adjudication

27.5.1 For the application of this article to Librarians, references to Faculty or School will mean the Library.

27.5.2 For the application of this article to Counsellors, references to Faculty or School will mean Student Affairs.

27.5.3 Sabbatical Leave Recommendation Committee

27.5.3.1 For each Faculty or School, a Sabbatical Leave Recommendation Committee will be established each year and will consist of:

27.5.3.1.1 The Dean, as non-voting Chair; and

- 27.5.3.1.2 Between three (3) and six (6) Tenured Members of the Faculty or School, configured by the Dean to reflect the size and complexity of the Faculty or School but whose members are elected by ballot of eligible Members.
- 27.5.3.2 Except for Members serving by virtue of position, Members voted to the Sabbatical Leave Recommendation Committee will serve two-year terms and membership will be staggered, in order to maintain continuity.
- 27.5.3.3 Members elected to a Sabbatical Leave Recommendation Committee are ineligible to apply for sabbatical leave in the same Academic Year.
- 27.5.3.4 Quorum for a Sabbatical Leave Recommendation Committee is the Dean and all voting Members.
- 27.5.3.5 By October 15, a Sabbatical Leave Recommendation Committee will meet and both recommend Members for sabbatical leave and produce a rank-ordered list of recommended applications, based on the following criteria, in order of importance:
 - 27.5.3.5.1 The merits of the application in terms of benefits to the University and the Member;
 - 27.5.3.5.2 The potential impact on the Member's teaching or professional practice or other work with students at MacEwan University;
 - 27.5.3.5.3 Any urgency in undertaking the project, in terms of emerging opportunities or external deadlines;
 - 27.5.3.5.4 The feasibility of completing the proposed work plan, in consideration of the Member's recent performance; and
 - 27.5.3.5.5 Any potential impact on the operations of the Member's Academic Unit.
- 27.5.3.6 Sabbatical leave applications are judged on both their absolute and relative terms, and in some cases applications of merit may not be recommended because of staffing considerations, especially in cases where the Committee receives more than one application from a single Academic Unit.
- 27.5.3.7 By November 1, the Dean will forward to the Provost's Office all applications, as well as the rank-ordered list of recommended applications.
 - 27.5.3.7.1 By November 15, the Dean will write any Member whose application for sabbatical leave was not recommended, explaining the rationale for that decision.
- 27.5.4 University Sabbatical Leave Committee
 - 27.5.4.1 A University Sabbatical Leave Committee will be established each year and will consist of:
 - 27.5.4.1.1 The Provost, as non-voting Chair;
 - 27.5.4.1.2 Five (5) Tenured Members, one (1) from each Faculty or School, excluding the School of Continuing Education;
 - 27.5.4.1.3 One (1) Tenured Counsellor; and
 - 27.5.4.1.4 One (1) Tenured Librarian.
 - 27.5.4.2 The voting Members of the Committee will be elected by ballot in each Faculty, School, the Library, and Student Affairs.

- 27.5.4.3 Except for Members serving by virtue of position, Members voted to the University Sabbatical Leave Committee will serve two-year terms and membership will be staggered, in order to maintain continuity.
- 27.5.4.4 Members elected to the University Sabbatical Leave Committee are ineligible to either apply for sabbatical leave or to sit on a Sabbatical Leave Recommendation Committee in the same Academic Year.
- 27.5.4.5 Quorum for the University Sabbatical Leave Committee is the Provost and all voting Members.
- 27.5.4.6 By November 30, the Provost will convene the University Sabbatical Leave Committee, whose work will consist of providing the Provost with a single, rank-ordered list of applications from those recommended by the Sabbatical Leave Recommendation Committee in each Faculty or School, based on the following criteria, in order of importance:
 - 27.5.4.6.1 The merits of the application in terms of benefits to the University and the Member;
 - 27.5.4.6.2 The potential impact on the Member's teaching or professional practice or other work with students at MacEwan University;
 - 27.5.4.6.3 Any urgency in undertaking the project, in terms of emerging opportunities or external deadlines;
 - 27.5.4.6.4 The feasibility of completing the proposed work plan, in consideration of the Member's recent performance; and
 - 27.5.4.6.5 Any potential impact on the operations of the Member's Academic Unit.
- 27.5.4.7 Based on available funds, and using the rank-ordered list created by the University Sabbatical Leave Committee, the Provost will grant sabbatical leaves for the next Academic Year. These results will be communicated to Members, and copied to Members' Deans, by January 15. The decision of the Provost will be final.
- 27.5.4.8 A Member whose sabbatical leave has been approved may, in exceptional circumstances, request a deferral for one (1) year. Such a request will be made, in writing, to the Provost, through the Dean, and will include an explanation of the circumstances that give rise to it. The decision of the Provost in such cases will be final.
- 27.5.4.9 There will be no grievance under Article 4 regarding sabbatical leave, except where the relevant processes outlined in Article 27 are not followed.

27.6 Conditions on Sabbatical Leave

- 27.6.1 Chair stipends will be discontinued during sabbatical leave.
- 27.6.2 A Member's vacation will be deemed to have been used during sabbatical leave
- 27.6.3 The responsibilities of a Member on sabbatical leave will be the work described in the approved sabbatical leave application. Any changes must be approved, in writing, by the Member's Dean.

- 27.6.4 Service is not an expectation of any Member on sabbatical leave, but Members may continue service external to the University, in order to maintain ongoing commitments.
- 27.6.5 Sabbatical leave is not intended to allow a Member to seek or to hold a new, full-time position elsewhere. Members on sabbatical leave may receive financial assistance to support work undertaken while on sabbatical leave, in the form of fellowships, grants, or similar awards.
- 27.6.6 A Member on sabbatical leave will remain a Member of the Faculty Association and will be subject to the assessment of membership dues.
- 27.6.7 Within two (2) months of return from sabbatical leave, a Member will submit a sabbatical leave report to the Dean, with a copy to the Provost. This report will outline the Member's achievements on sabbatical leave, relative to the approved application. This sabbatical leave report will be considered as part of any future application for sabbatical leave.

ARTICLE 28 Travel

- 28.1 When a Member provides a vehicle for travel on University business, the Member will be compensated for the use of such vehicle according to at least the rates established in current Grant MacEwan University Policy D4010 (Allowable Expenses).

ARTICLE 29 Academic Freedom

29.1 Preamble

- 29.1.1 Academic Freedom is a principle shared by the Parties to this Agreement. It is the cornerstone of a University's role to serve the common good of society. As such, Academic Freedom inheres in a University community to foster the search for, and dissemination of, knowledge through the leadership in thought and expression of its faculty members. The Parties agree that a University cannot fulfill its purpose as a public institution without an unwavering commitment to both the idea and the practice of Academic Freedom.
- 29.1.2 Academic Freedom is a right of all Members of the Faculty Association. The Board of Governors, the Faculty Association, or the administration of the University will not abridge on any grounds the legitimate exercise of Academic Freedom.
- 29.1.3 The exercise of Academic Freedom as per this Article will not, of itself, be grounds for discipline.

29.2 Principles

- 29.2.1 The responsibility of Members under the terms of this Agreement to advance and communicate knowledge is inseparable from the examination, questioning, and testing of accepted ideas and established opinion.
- 29.2.2 The free and open pursuit of knowledge by faculty members sometimes results in differing judgments with respect to truth. Such differences are valued because the expression of unpopular judgments or interpretations of scholarly enquiry advances the search for knowledge beyond prevailing opinion or popular belief as may exist at a given time.

- 29.2.3 The shared principle of Academic Freedom respects the right of faculty members to search for truth and advance knowledge in a climate that supports independent thought and expression. Academic Freedom is the freedom of faculty members to teach, to design, and to develop curriculum and pedagogy; to engage in professional practice; to engage in scholarly activity, including research and creative work; to publish, perform, or otherwise present the products of that scholarly activity; to engage in institutional governance; and to engage in service to the institution and community without being subject to infringement of the Academic Freedom upon which their work is based.
- 29.2.4 Coupled with the right to Academic Freedom are equally high standards of Academic Responsibility. Academic Responsibility includes adherence to policies approved via University governance processes and acknowledgement of the University's duty to manage its affairs in accordance with its mission and mandate. Academic Responsibility also requires respect for the rights of others, the exercise of Academic Freedom in a reasonable manner, and acknowledgement of the approved academic objectives of the institution.
- 29.2.5 Academic Responsibility as expressed in 29.2.4 does not require agreement with policies nor does it preclude criticism of policies and procedures without fear of censure or interference. The University is, and should be, a place where vigorous debate about governance is encouraged. The Parties agree that such debate when conducted in a respectful and reasonable manner strengthens collegial self-governance and allows the best ideas about governance policy and practice to be implemented.

29.3 Teaching

- 29.3.1 Academic Freedom includes the right to teach approved and assigned courses without fear of censure or interference. To that end, Members have the right to select course materials, content, methodology, and sequence of topics to be taught. Faculty members will exercise this freedom responsibly within the requirements of approved course syllabi.
- 29.3.2 Faculty members have the right and responsibility to participate in decision making with respect to the development of curriculum and pedagogy; new programs; new course offerings; modifications of existing courses; and degree, diploma, or certificate requirements. Their participation in such decision making will be afforded by a system of appointed or elected Department, Faculty/School, and University committees as will exist in accordance with approved policy at a given time.

29.4 Research, Publication, and other Scholarly Activities

- 29.4.1 Members are free to select topics for research and/or creative work and in the publication, performance, or presentation in any form of the products of that research and/or creative work. Members have the responsibility to ensure that all research and creative activity meets high scholarly and ethical standards. Honest and thoughtful inquiry, reasoned discourse, rigorous analysis of evidence, and peer review are core elements of those standards.

29.5 University Governance

29.5.1 Members have the right and responsibility to participate in University governance by providing counsel and advice on matters of planning and policy. Members share a right and responsibility for shaping the direction of their respective Departments and Faculties/Schools, and for serving on University-wide councils and committees. Since participation of Members in these areas is vital to academic governance, the University and all its Members have a shared responsibility to participate in University governance.

29.6 Professional and Community Activities

29.6.1 Members, as citizens and members of learned professions, have a right to personal and professional opinions, no matter how unpopular they may be, and to state these publicly without censorship or fear of harassment or reprisal. In any exercise of freedom of expression, Members will not purport to speak on behalf of the University unless so authorized by the Board, or the University President or designate. An indication of affiliation with the University should not be construed as speaking on behalf of the University. When exercising these rights as citizens within the University, individuals must be cognizant of, and sensitive to, the fact that other members of the University also enjoy these same rights and freedoms.

ARTICLE 30 Non-Harassment

30.1 The University agrees to the maintenance and administration of Policy D1125 (Non-Harassment), as amended from time to time by the University in consultation with the Association.

ARTICLE 31 Intellectual Property

31.1 Copyright

31.1.1 Principles and Definitions

31.1.1.1 The University's role is to create, to disseminate, and to ensure public access to knowledge and information. The core nature of the faculty profession is to carry out this role.

31.1.1.2 "Copyright" and "moral rights" will have the same meaning as in the Copyright Act (Canada), R.S.C. 1985, c. C42, as amended, and as interpreted by the applicable courts, and the University and faculty members remain subject to all other applicable laws. For clarity, this Article does not derogate from any user rights, including fair dealing rights that the University or any Member may have with respect to any work.

31.1.1.3 "Work" is any original form of expression fixed in any tangible medium now known or later developed, and includes a Teaching Work.

31.1.1.4 "University Curriculum and Student Records" means course titles; calendar descriptions; course grades; the required elements of a course outline; and other student records related to instruction and student evaluation, placement, and assessment.

- 31.1.1.5 “Teaching Work” will mean the original course content and teaching methodologies created by a Member for the purpose of providing instruction to students enrolled in academic courses within Ministry-approved programs at the University.
- 31.1.1.6 “Student” means a person who is registered as a student within any category of registration at the University.
- 31.1.1.7 “Agreement” will mean a written contract between a member or members and the University or between two (2) members.
- 31.1.1.8 “Third Party Agreement” will mean a written contract between a Member or Members and an external entity or a Member, Members, the University, and an external entity.
- 31.1.2 Scholarship, Research, and Teaching Works
- 31.1.2.1 Faculty members own the copyright and retain the moral rights in and to all Works they create, including Teaching Works, and Works related to research and scholarship, subject only to the exceptions and limitations listed in this Article, under the sections “Commissioned and Administrative Works,” “Third Party Agreements,” and “Collaborative/Iterative Teaching Works and e-courses.”
- 31.1.2.2 Where a Member has co-authored a Work with one or more other Members, the co-authors will be joint and equal owners of the Work, subject to any agreement among the Members or the University to the contrary. Members are encouraged to include a dispute resolution article in their agreements with other Members.
- 31.1.2.3 As owner or joint owner of the copyright in the Works created by the Member, or jointly with other Members, the Member will be wholly responsible for ensuring such Works do not violate the rights of third parties, and will be solely liable for any claims brought against the Member or against the University in relation to any part of the Work constituting an infringement or other violation of the rights of any third party. Where the University is owner of the copyright of a Work under the provisions of this Article, the University will be liable for any such claims. Where the University and the Member enter into an agreement dealing with the ownership or licensing of Works as contemplated in this Article, liability for such claims will be as determined by such agreement. The Member is responsible in all cases to obtain in advance any necessary clearances from third parties for any Work created by or contributed by the Member.
- 31.1.2.4 The University will not interfere with a Member’s freedom to use or publish the Member’s Works for the purposes of scholarship, research, or teaching, except for limitations imposed by duly constituted University Research Ethics Boards.
- 31.1.2.5 No Member will be obliged to engage in the commercial exploitation of his or her scholarship, nor to provide commercial justification for it.
- 31.1.3 Interim License of Teaching Works for in-progress courses

- 31.1.3.1 Where a Member is unable to complete his or her assigned duties in regard to instruction of an academic course within a Ministry-approved program at the University that includes use of a Teaching Work created by the Member, the Member will grant to the University a royalty-free, irrevocable license to use the applicable created Teaching Work(s) that are required to deliver the course in its original intended delivery mode, and only for the scheduled course at risk. Members are not required to provide the University with any such Teaching Work(s) at the beginning of a course.
- 31.1.4 Commissioned and Administrative Works
- 31.1.4.1 The University owns the copyright in all University Curriculum and Student Records, and all administrative materials created by University employees that do not constitute Teaching Works.
- 31.1.4.2 Where the University wishes to specifically commission a Member to create a Work in which the University will have rights of ownership or license beyond the rights provided otherwise in this Article, and the Member is agreeable to doing so, that commission will be recorded in a written agreement that will, at minimum, define allocation of liability and copyright ownership and/or license terms. The Member will be at liberty to consult with the Faculty Association prior to signing such an agreement. The University will provide the Faculty Association with a copy of any such agreement at least five (5) working days prior to its signing.
- 31.1.5 Third-Party Agreements
- 31.1.5.1 The University and a Member may jointly agree to enter into third-party agreements with third parties which relate to intellectual property rights of the Member, the University, and the third party, or any of them. Copyright ownership and licensing of Works specified in such agreement, and dispute resolution among the parties, will be governed by the terms of that agreement. A Member may not enter into an agreement with a third party which uses the name of, or places obligations on, the University, or has the effect of interfering with a Member's obligations to the University, without the written consent of the University. The University will not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Member without the Member's written consent.
- 31.1.6 Collaborative/Iterative Teaching Works and E-Courses
- 31.1.6.1 Where collaborative and iterative development of Works is the normal or agreed-upon practice in an Academic Unit, all members in that unit will be advised of this practice before a Member engages in the creation of any such collaborative or iterative Work. In such a case, the copyright in any collaborative or iterative Work created will be owned by the University.
- 31.1.6.2 For the purposes of Article 31.1.6, an e-course is defined as the parts which form the online content, software, interface, delivery, and technical aspects of a partly or wholly online educational course and includes the online content of blended learning courses. The copyright in all online content of e-courses will be owned by the Member unless alternate terms are agreed to by the Member and the

University in writing. Any such agreement will be formalized using the University's standard form agreement.

- 31.1.6.3 Subject to any agreement reached by the parties in accordance with Article 31.1.6.2, for the contribution to collaborative/iterative works or the creation of online content for e-courses, where a Member uses or adapts material in which the Member already holds copyright, such as previous course materials or other Works, the University will own only copyright of the collaborative/iterative work or online content of the e-course, and will advance no claim to the source material from which the work was adapted. The Member hereby provides to the University a non-exclusive, non-transferrable, perpetual, royalty-free licence to use and reproduce the source material for its own non-commercial internal use and benefit, and for the purposes of providing the associated e-course to students.
- 31.1.6.4 A Member contributing to any such collaborative/iterative Work or contributing online content for an e-course agrees to waive his or her moral rights in such Works in favour of the University and any licensees of the University and agrees to allow the University or the applicable academic unit to amend, adapt, or modify the Work as needed.
- 31.1.6.5 Dispute Resolution Process
- 31.1.6.6 If a dispute arises between a Member and the University regarding the ownership or use of any Work or other intellectual property, the Association and the University will first attempt to resolve the dispute through informal discussion.
- 31.1.6.7 If either party concludes that such discussion fails to resolve the dispute, within five (5) working days of notice being provided by one party to the other party, the matter will be referred to an ad hoc Intellectual Property Committee comprised of three (3) people, one (1) representative appointed by the University President or designate, one (1) representative appointed by the Association, and a Chair. Within ten (10) working days of providing notice to the other party, each party will appoint and inform the other party and the Provost in writing of the names of its representative. The two representatives will, within five (5) days of the communication of the names of the representatives, meet to jointly select a third person as Chair. The Chair will have equal voting rights. If the two representatives are unable to agree on a Chair, resolution of the dispute will be subject to the regular grievance process in Article 4.
- 31.1.6.8 The Intellectual Property Committee members will not have had prior involvement with the matter, nor will they have had a professional or personal relationship with the responding Member involved with the dispute. Intellectual Property Committee members must hold Tenured appointments as Associate Professors or Professors at the University. Quorum is the entire Intellectual Property Committee.
- 31.1.6.9 Each party will, within five (5) days of the selection of the Chair, submit a written summary of the nature and scope of the dispute, all relevant materials, and the

resolution proposed by it to the other party and to the Chair of the Intellectual Property Committee.

31.1.6.10 The Intellectual Property Committee will review material submitted, and may seek independent expertise during the deliberation process. The Intellectual Property Committee will, within thirty (30) working days of receiving the parties' submissions, determine by majority vote what its recommended course of action to resolve the dispute will be, and provide a report to the parties and the Provost of its recommended course of action to resolve the dispute.

31.1.6.11 If the Intellectual Property Committee is unable to resolve the dispute to the satisfaction of both parties either party may, within thirty (30) working days of receiving the Intellectual Property Committee's recommended course of action, proceed to Step 2 of the Grievance process, Article 4.3.3.

31.1.7 Successor and Other Rights

31.1.7.1 When a Member leaves the University, ownership, license rights, and obligations in any works created by the Member while employed by the University will continue and survive as defined here, including in regard to any third-party agreement.

31.2 Patents and Related Intellectual Property

31.2.1 "Patents and Related Intellectual Property" or "PRIP" means inventions, integrated circuits, computer software capable of patent protection, plant cultivars, trademarks, and industrial designs, and excludes data and works to which copyright alone attaches.

31.2.2 For the purposes of this article, "net revenue" means any money received as a result of the development or commercial exploitation of PRIP, less any expenses incurred to register, develop, exploit, or administer the PRIP.

31.2.3 Faculty members own the intellectual property rights in PRIP that they create in the course of their employment even if it was produced with the University's facilities and resources, subject to any written agreement to the contrary.

31.2.4 Where a Member has co-created PRIP with one or more others, the co-creators will be joint and equal owners of the Work, subject to any agreement among the members, third parties, or the University to the contrary.

31.2.5 Reference to "Member" in this article will include multiple creators where applicable.

31.2.6 The discovery of PRIP is not a basic purpose of University research, nor is it a condition of support of such research. A Member will have no obligation to seek patent protection or to modify research to enhance patentability but will nonetheless be welcome to consider, and, where appropriate, undertake commercialization of the results of their research, and in accordance with this Article.

31.2.7 Where a Member chooses to pursue commercialization of PRIP, the University may approve or not approve any use of the University's name, facilities, or resources in any proposed commercial arrangement. The University has the sole discretion to

decide if it will or will not be a party to commercialization agreements involving a Member and/or one or more third parties.

- 31.2.8 Where a Member chooses to pursue commercialization of PRIP, the Member may agree to any delay in publication of the research or scholarly work of the Member for the purposes of commercialization.
- 31.2.9 Although the Member is the owner of PRIP created by the Member, the Member and the University will share in the net revenues resulting from the commercialization of PRIP under any of the following conditions:
- 31.2.9.1 The costs of the activities giving rise to the PRIP were specifically funded by third-party contracts with the University;
- 31.2.9.2 The costs of the activities giving rise to the PRIP were specifically funded by grants from the University's endowments, special-purpose funds, or specific budget allocations;
- 31.2.9.3 The PRIP was created using the specialized research facilities and services of the University, including the University's research laboratories, capital equipment, and technical facilities and services. "Specialized facilities and services" do not include the use of offices and office equipment, limited office services, personal computers, the library, or other services commonly available to members; or
- 31.2.9.4 The University or the University's agent actively participates in protection or commercialization of the PRIP, including the development, financing, manufacture, license, and sale of the PRIP.
- 31.2.10 A Member may choose to commercialize the PRIP on their own, with the University, or with a third party. In the event a Member chooses to pursue commercialization of PRIP, the Member will disclose to the University any PRIP that is within the above revenue-sharing categories prior to taking any steps toward commercialization. The disclosure will be made to the Office of Research Services and copied to the Association. Such disclosure will be kept confidential by all parties.
- 31.2.11 The University will notify the Member in writing of its decision to participate or not in the commercialization of the PRIP within three (3) months of disclosure. Where the University agrees to participate, as a precondition to that participation, the Member and the University must enter into a written agreement acceptable to each party that details the rights and obligations of each party to effect commercialization of the PRIP. Proceeding with commercialization of the PRIP will also be subject to the University and Member entering into a written agreement acceptable to each of them with any third party that may have rights or interest in the PRIP. Where the University decides not to participate, the Member may pursue commercialization on his or her own.
- 31.2.12 If a Member does not disclose a potential PRIP subject to the revenue sharing guidelines above, the University will nonetheless maintain its rights to revenue sharing under this Article.
- 31.2.13 The University's share of revenue from PRIP that is subject to the above revenue sharing guidelines will be determined by the following applicable category:

- 31.2.13.1 Commercialization by the Member: the University will have a share of twenty-five per cent (25%) of net revenues over \$75,000;
- 31.2.13.2 Commercialization by the University: the University and the Member will each have a fifty per cent (50%) share of net revenues; or
- 31.2.13.3 Commercialization by a Third Party: The University and the Member will have a negotiated share subject to the terms of the agreement with the third party, and the relative shares of the University and the Member will be commensurate with the past and expected costs and efforts of each of them in participating in commercialization by the third party.
- 31.2.14 The University's share of any revenue received under the above revenue sharing system will be distributed as follows:
 - 31.2.14.1 1/3 of net revenue will go to a University-level fund to support research and scholarly activity;
 - 31.2.14.2 1/3 of net revenue will go to support research and scholarly activity in the Member's faculty;
 - 31.2.14.3 1/3 of net revenue will go to support general University activity; and
 - 31.2.14.4 The amount and distribution of such funds will be reported to the Association annually.
- 31.2.15 The University will in all cases have a royalty-free, perpetual, non-exclusive right to use and re-use for academic purposes the subject matter of PRIP which is subject to the revenue sharing guidelines in this Article.
- 31.2.16 As owner or joint owner of the PRIP created by the Member, or jointly with other Members, the Member will be wholly responsible for ensuring such PRIP do not violate the rights of third parties, and will be solely liable for any claims brought against the Member or against the University in relation to any part of the PRIP constituting an infringement or other violation of the rights of any third party. Where the University and the Member enter into an agreement dealing with the ownership or licensing of the PRIP as contemplated in this Article, liability for such claims will be as determined by such agreement. The Member is responsible in all cases to obtain in advance any necessary clearances from third parties for any PRIP created by or contributed to by the Member.
- 31.2.17 If a dispute arises between a Member and the University regarding the ownership and use of a PRIP, the parties will follow the procedure set out under Article 31.1.7.

ARTICLE 32 Nurse Educator

32.1 General

- 32.1.1 This article outlines definitions and procedures related to Nurse Educator appointments. All other terms and conditions of the Collective Agreement will apply except as otherwise described in this article.

32.2 Nurse Educator Appointments

- 32.2.1 The primary focus of the Nurse Educator is to integrate theory and practice within laboratory and clinical instruction.
- 32.2.2 A Nurse Educator position is a 0.75 Full-Time Contractually-Limited-Term

appointment for a period of one (1) to five (5) years.

32.2.3 The Nurse Educator annual-work-cycle is nine (9) consecutive months.

32.2.4 A Nurse Educator is employed, full-time, with a normal start date of mid-August and a normal end date of mid-May. The Chair will confirm in writing the Member's upcoming annual-work-cycle dates with the annual instructional assignment.

32.3 Appointment Process

32.3.1 Nurse Educators are selected by a committee consisting of the Dean, or designate, the Chair, one (1) Tenured Member, and one (1) Nurse Educator. The final decision to appoint rests with the Dean.

32.4 Nurse Educator Salary and Vacation

32.4.1 Salary Placement

32.4.1.1 A Nurse Educator's salary is determined in accordance with Article 19 and is based on verified academic qualifications and relevant experience.

32.4.1.2 The salary identified in the Nurse Educator Salary Table represents compensation for nine (9) months of continuous full-time work and thirty-three (33) earned vacation days.

32.4.1.3 Earned vacation will be used outside of the nine (9) month annual work-cycle.

32.4.1.4 Salary will be adjusted to reflect the length of term that work is performed during an annual-work-cycle.

32.4.1.5 A Nurse Educator may request up to seven (7) unpaid days of leave during the annual-work-cycle.

32.5 Salary Payment Distribution

32.5.1 A Nurse Educator's annual work cycle salary payments will be distributed over twelve (12) months.

32.6 Salary Increments

32.6.1 A Nurse Educator will move to the next salary grid step upon the completion of a full annual-work-cycle of employment. No more than one grid step will be awarded, annually.

32.7 Workload Responsibilities

32.7.1 The Nurse Educator annual instructional workload range is based on the course instruction year delivered, or for the combination of course instruction years delivered when a Member's instructional workload spans more than one (1) course instruction year.

32.7.2 In keeping with Article 32.7.1 above, the Nurse Educator workload will range from 447 IH to 473 IH.

32.7.3 Every attempt will be made to provide a Nurse Educator with a full instructional assignment by May 30 for the upcoming annual-work-cycle.

32.7.4 Changes to workload, after a full workload has been finalized, will require the written, dated, and signed agreement between the Member and the Dean.

32.7.5 A Nurse Educator is expected to maintain currency of discipline or area of instruction.

- 32.7.6 Annual-work-cycle responsibilities include:
 - 32.7.6.1 Engagement in orientation at the University, Faculty, and clinical site;
 - 32.7.6.2 Engagement in service and program support, attending Faculty and Department Council meetings, and year-end course meetings;
 - 32.7.6.3 Planning, preparing, implementing, instructing, and evaluating the student learning experience;
 - 32.7.6.4 Developing teaching and learning strategies to provide student-centered learning in a variety of clinical and laboratory environments including theory classes, simulations, and workshops; and
 - 32.7.6.5 Ensuring availability for student consultation.

32.8 Appointment Review

- 32.8.1 By May 1 of each year, Nurse Educators are required to complete an Annual Report that is consistent with Article 14.
- 32.8.2 A performance evaluation will be conducted by the Dean that will include a performance review assessment by the Chair, in May, for each Nurse Educator at the end of an appointment. An appointment of five (5) years will require a performance evaluation at the end of the third annual-work-cycle.

32.9 Reappointment

- 32.9.1 A Nurse Educator will make written application to the Dean for re-appointment by the May 1 that precedes the appointment end date. Reappointments are subject to a record of effective teaching and professional practice. It is the Member's responsibility to provide sufficient information to enable the Chair to assess the Member's performance. The Chair will base the assessment on the information reasonably available for the period under review.
- 32.9.2 The application will include a written report covering the full period of the appointment, summarizing and reflecting on:
 - 32.9.2.1.1 All student feedback received;
 - 32.9.2.1.2 Other feedback received; and
 - 32.9.2.1.3 Professional practice and teaching development activities undertaken.
- 32.9.3 Following consultation with the Chair, the Dean will provide a written decision regarding renewal to the Member prior to the Member's annual-work-cycle end date.

32.10 Benefits

- 32.10.1 A Nurse Educator is eligible to the same professional development funding as a Full-Time Member.
- 32.10.2 Members with a Nurse Educator appointment will receive benefits equivalent to those provided to a Full-Time Member described in Article 21 and Article 25.
- 32.10.3 Eligibility in the Local Authorities Pension Plan will be in accordance with Grant MacEwan University policy D1320 (Pension Participation). Nurse Educator enrollment in the LAPP is voluntary.

32.11 Resignation

32.11.1 Normally, written notice to resign will be provided to the Dean two (2) months prior to the resignation date.

32.12 Dismissal

32.12.1 The appointment of a Nurse Educator Member may be terminated before the date specified by the appointment contract only in accordance with Article 16 or for just cause in accordance with the provisions of Article 18.

ARTICLE 33 Sessional and Sessional-Extended Appointments

33.1 General

33.1.1 This article outlines definitions and procedures related to Sessional and Sessional-Extended appointments. All other terms and conditions of the Collective Agreement will apply except as otherwise described in this article.

33.2 Sessional Appointments

33.2.1 Sessional Members are appointed to participate in the delivery of academic programming. A range of additional activities may supplement assigned workload in instruction, but these duties will be assumed only at the Member's discretion.

33.2.2 Sessional Members may choose to participate in discretionary workload activities, for their professional development and for the benefit of the University community. When an appointment decision is made, a Member's record of effective teaching will be the only relevant consideration.

33.2.3 Sessional Members are appointed, on a term-by-term basis, for a fixed term.

33.2.4 Sessional appointments are not precursors to Full-Time Limited-Term, Tenure-Track, or Tenured appointments.

33.2.5 Sessional appointments are made by the Dean on the recommendation of the Chair of an Academic Unit.

33.2.6 Appointments are subject to a record of effective teaching. It is an applicant's responsibility to provide sufficient information to enable the Chair to assess the applicant's performance, though the submission of a teaching dossier is optional. The Chair will base the assessment on the information reasonably available to the Chair for the period under review.

33.2.7 A course is considered available to be taught by a Sessional appointee only when it is not used to make up a Full-Time Limited-Term, Tenure-Track, or Tenured Member's course assignment.

33.2.8 A Sessional Member who has taught in the current academic year will be given first consideration for courses to be sessionally assigned.

33.2.8.1 This consideration will mean an obligation to consider first, and in good faith, the application of any eligible Sessional Member.

33.2.8.2 This consideration does not mean that the University is under the obligation to appoint any Sessional Member.

33.2.9 When a section of a course assigned to a Sessional Member is cancelled or withdrawn from that Member within ten (10) working days of the start of the

course, the Sessional Member will be paid, in lieu of a stipend, ten (10) dollars per IH.

- 33.2.10 Sessional Members will report to their Chair absences due to illness or emergency and will neither be required to pay for a replacement nor to have to find a replacement.

33.3 Sessional-Extended Appointments

- 33.3.1 Sessional-Extended appointments are a subset of Sessional appointments. A Sessional-Extended appointment is a specified minimum workload offer as a Sessional Member, guaranteed for three (3) years, subject to a continued record of effective teaching.

- 33.3.2 Instructional Members holding Sessional-Extended appointments will be offered a minimum workload of 260 IH per Academic Year.

- 33.3.3 University Preparation Members holding Sessional-Extended appointments will be offered a minimum workload of 486 hours per Academic Year.

- 33.3.4 English as an Additional Language Members holding Sessional-Extended appointments will be offered a minimum workload of 607.5 hours per Academic Year.

- 33.4 By June 1, Members with Sessional-Extended appointments may make a request to the Dean, in writing, to teach only in the Fall and Winter Term of the upcoming Academic Year. While these Members may be offered teaching outside Fall Term and Winter Term, no Member with a Sessional-Extended appointment will be obliged to teach in all months of an Academic Year. The University will make every reasonable effort to accommodate the request.

- 33.4.1 Workloads for Members with Sessional-Extended appointments may include a formal, remunerated service component if assigned by the Dean.

- 33.4.2 By January 15, each Dean will confirm with the Provost the number of Sessional-Extended appointments available in a Faculty or School for the next Academic Year. By February 1, each Dean will invite Members whose Sessional-Extended appointments are expiring, as well as other Sessional Members who have taught during the current Academic Year, to make application for a Sessional-Extended appointment.

- 33.4.3 By May 15, a Member's application for a Sessional-Extended appointment will be considered by a Sessional Review Committee. The Committee will consist of:

- 33.4.3.1 The Dean, as non-voting Chair of the Committee;

- 33.4.3.2 The Chair of the Academic Unit from which a Member has made application; and

- 33.4.3.3 Two (2) other Tenured Members of the Academic Unit, chosen by the Dean.

- 33.4.4 Quorum for a Sessional Review Committee is the Dean and all voting Members.

- 33.4.5 Normally, one Sessional Review Committee will consider all applications for each Academic Unit in an Academic Year. A Dean may appoint more than one Committee to consider applications in an Academic Unit when many applications are received.

- 33.4.6 In its deliberations, the Committee will consider the following motion: "That the Member's performance in teaching, as demonstrated by the evidence submitted,

merits a Sessional-Extended appointment.”

33.4.7 Passage of the motion constitutes a recommendation to the Dean that a Sessional-Extended appointment be granted. Failure of the motion to carry constitutes a recommendation to the Dean that a Sessional-Extended appointment not be granted.

33.4.8 The written decision of the Dean, including reasons for any denial, will be forwarded to the Member, to the Chair of the Academic Unit, and to the Faculty Association by July 1.

33.4.9 If a Member is denied a Sessional-Extended position, that Member may be appointed as a Sessional Member.

33.5 Pay

33.5.1 Members with Sessional appointments will receive vacation pay at the rate of eight per cent (8%) and is included in the rates expressed in the salary tables.

33.5.2 Sessional appointments will be paid on the Sessional Salary Table.

33.5.3 Sessional Lab Instructor appointments will be paid on the Sessional Lab Instructor Salary Table.

33.5.4 Where relevant, Members who have earned an additional credential will move across their salary table for the Fall Term or Winter Term that immediately follows their Convocation. It is the responsibility of the Member to notify the Dean of this change.

33.6 Benefits

33.6.1 Sessional Members will qualify for benefits as described in Article 33.5.2 when assigned a workload equal to or greater than sixty per cent (60%) of a normal workload:

33.6.1.1 260 IH per year for Instructional Members;

33.6.1.2 486 hours per year for University Preparation Members; or

33.6.1.3 607.5 hours per year for English as an Additional Language Members.

33.6.2 The Board agrees to contribute the following toward employee Benefits Plan premiums for eligible Sessional Members:

33.6.2.1 The equivalent of eighty per cent (80%) of the single, couple, or family premium at the designated Level 3 of the flexible benefits plan; and

33.6.2.2 Health Spending Account: one hundred per cent (100%) of the annual maximum.

ARTICLE 34 Temporary Reduced and Contractually-Limited-Term Appointments

34.1 General

34.1.1 This article outlines definitions and procedures related to temporary reduced and Contractually-Limited-Term appointments. All other terms and conditions of the Collective Agreement will apply except as otherwise described in this article.

34.2 Temporary Reduced Appointments

34.2.1 A Full-Time Tenured Member wishing to move to reduced appointment on a temporary basis will make written application to the Dean by December 15 preceding the Academic Year start date.

- 34.2.1.1 The application will specify a request for a temporary reduction in appointment of between twenty per cent (20%) to fifty per cent (50%) of a full-time appointment for one (1) Academic Year beginning September 1, and the reason for the request.
- 34.2.2 The Dean will forward the application with the Dean's written recommendation to the Provost by January 15, who will communicate a decision to the Dean by January 31. Under exceptional circumstances, an application may be considered outside of normal timelines.
- 34.2.3 The Dean will communicate the decision of the Provost to the Member as soon as possible, and by no later than February 15.
- 34.2.4 A Tenured Member with a temporary reduced appointment will continue to participate in the health and pension benefits plans where and for so long as such plans permit, and may elect to participate based on the Member's full-time or proportionately-reduced appointment. When the benefits are based on full-time appointment, the Member will pay the difference in cost to the University for benefits coverage.
- 34.2.5 A Tenured Member with a temporary reduced appointment will begin reduced workload on September 1 with a proportionate reduction in workload, instruction or assignments, vacation entitlement, and annual salary.
- 34.2.6 A Tenured Member with a temporary reduced appointment will not condense an annual workload into six (6) months.
- 34.2.7 A Tenured Member with a temporary reduced appointment is not eligible for additional work.
- 34.2.8 A Tenured Member with a temporary reduced workload will be subject to the provisions of Article 14.
- 34.2.9 The Member may make application to the Dean by December 15 to extend a one (1) year temporary reduced appointment for an additional twelve (12) months.

34.3 Contractually-Limited Term Appointments

- 34.3.1 Contractually-Limited-Term appointments are appointments for a fixed period.
- 34.3.2 Full-Time Limited-Term Appointments
 - 34.3.2.1 Full-Time Limited-Term appointments are made using the procedures described in Article 8.
 - 34.3.2.2 Full-Time Limited-Term appointments are made for nine (9) months to three (3) years, with the duration determined at the time of the appointment.
 - 34.3.2.3 A Member with a Full-Time Limited-Term appointment will carry a full-time workload as determined in Article 12. A Member with a nine (9) month Full-Time Limited-Term appointment will have a proportionate reduction in overall assignment, vacation, and salary.
 - 34.3.2.4 Full-Time Limited-Term Members with appointment durations of greater than nine (9) months will be subject to the provisions of Article 14.
- 34.3.3 Part-Time Limited-Term Appointments
 - 34.3.3.1 Part-Time Limited-Term appointments will be made by the Dean following

consultation with the Chair of the Academic Unit.

- 34.3.3.2 Part-Time Limited-Term Members are appointed to non-instructional positions for up to twelve (12) months, with the term and percentage of employment determined at the time of appointment.
- 34.3.3.3 Part-Time Limited-Term Members will carry a workload proportionate in assignment and salary to the term and percentage of their employment.
- 34.3.4 Salary
 - 34.3.4.1 Salary for Contractually-Limited-Term Members will be determined in the same manner as for Tenure-Track and Tenured Members, as in Article 19.
- 34.3.5 Vacation Entitlement
 - 34.3.5.1 Vacation entitlement will be in accordance with Article 20.2 and proportionate to the percentage and term of employment. Vacation will be deemed to be used by the appointment end date.
- 34.3.6 Benefits
 - 34.3.6.1 Full-Time Limited-Term Members with appointments of twelve (12) months or more will receive benefits equivalent to those described in Article 25 for Full-Time Tenure-Track and Tenured Members.
 - 34.3.6.2 Limited-Term Members with less than a Full-Time twelve (12) month appointment will qualify for benefits described in Article 34.3.6.3, below, when assigned a workload equal to or greater than sixty per cent (60%) of a normal workload, or 1092 hours for Professional Resource Faculty Members.
 - 34.3.6.3 The Board agrees to contribute the following toward employee Benefits Plan premiums for eligible Part-Time Limited-Term Members:
 - 34.3.6.3.1 The equivalent of eighty per cent (80%) of the single, couple, or family premium at the designated Level 3 of the flexible benefits plan; and
 - 34.3.6.3.2 Health Spending Account: one hundred per cent (100%) of the annual maximum.
- 34.3.7 Dismissal
 - 34.3.7.1 The appointment of a Contractually-Limited-Term Member may be terminated before the date specified by the appointment contract only in accordance with Article 16 or for just cause in accordance with the provisions of Article 18.

LETTER OF UNDERSTANDING

Between

THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

And

THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS

Academic Appointments for Academic Senior Administrators

WHEREAS the Board and the Association have determined that discussions and agreement are necessary in order to acknowledge the unique positions held by Academic Senior Administrators;

AND WHEREAS the parties acknowledge that:

“Academic Senior Administrators” refers to persons who would normally be members of the Faculty Association if they did not hold administrative positions that exclude them from the Faculty Association; and

That Academic Senior Administrators are appointed to an appropriate University Faculty or School;

THE PARTIES HEREBY AGREE AND UNDERSTAND THAT:

1. The following Academic Senior Administrative positions require academic appointment:

- President
- Provost
- Vice-Provost
- Deans
- Associate Deans

Other Academic Senior Administrative positions may be included with the approval of the University President. This determination must be made prior to the beginning of an Academic Senior Administrative appointment.

2. An Academic Senior Administrator holds a Tenured appointment with rank in an Academic Unit and is expected to assume Faculty responsibilities at the end of an administrative appointment and, where applicable, subsequent administrative leave.

3. The rank held by an Academic Senior Administrator will be determined in keeping with the criteria outlined in Article 10.1.1.

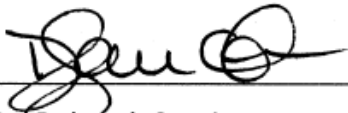
4. An Academic Senior Administrator will enter or return as Member of the Faculty Association at the conclusion of an administrative appointment and, where applicable, subsequent administrative leave.

5. Following the conclusion of an Academic Administrator's appointment and, where applicable, subsequent administrative leave, the employment terms and conditions outlined in the Collective Agreement will apply to the Member.

August 2, 2017



Mr. Chris Hancock
President, Grant MacEwan University Faculty Association



Dr. Deborah Saucier
President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

And

THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS

**Benefits for Tenure-Track, Tenured, Full-Time Limited-Term, and Nurse Educator Members:
July 1, 2017 to December 31, 2017**

Whereas the University and the Faculty Association have agreed to implement a change to the Benefits plan design effective January 1, 2018;

The parties hereby agree and understand that, for the period July 1, 2017 to December 31, 2017, the Benefits Article will be replaced as follows:

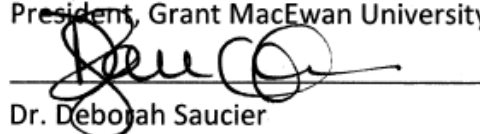
Benefit Plans

1. The Board agrees to contribute the following toward employee Benefits Plan premiums for Tenure-Track, Tenured and Full-Time Limited-Term Members, and Nurse Educators participating in the University benefits plan:
 - 1.1 Extended Health Care Plan: the equivalent of 80% of the single, couple, or family premium;
 - 1.2 Dental Care Plan: the equivalent of 80% of the single, couple, or family premium;
 - 1.3 Health Spending Account: 100% of the annual maximum;
 - 1.4 Basic Life Insurance: 100% of the premium;
 - 1.5 Accidental Death and Dismemberment: 100% of the premium;
 - 1.6 Short Term Disability: 100% of the premium: and
 - 1.7 Employee Family Assistance Program: 100% of the premium.
2. Tenure-Track, Tenured and Full-Time Limited-Term Members, and Nurse Educators are eligible for Long Term Disability benefits until the age of 65 years. The premium is 100% employee-paid.
3. During the life of this Agreement, any changes to benefits plans will be implemented only upon the mutual agreement of the Board and the Association.
4. The Benefits Plan provided for under this Agreement will be administered according to the policy agreements between the University and the Underwriters.

August 2, 2017



Mr. Chris Hancock
President, Grant MacEwan University Faculty Association



Dr. Deborah Saucier
President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

And

THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS

Financial Settlement, July 1, 2017 to June 30, 2019

Whereas the University and the Faculty Association have agreed to implement a new salary compensation structure effective July 1, 2017;

The parties agree and understand that for the period July 1, 2017 to June 30, 2019, the following will occur:

1. Salaries will be permanently adjusted to the new salary tables, effective July 1, 2017, except for Sessional Instructor salaries, and, going forward, Member salaries will be in accordance with these tables. ("Sessional Instructor" is distinct from "Sessional Lab Instructor," "Sessional EAL Instructor," and "Sessional UP Instructor.")
2. Members will receive no grid-step progression at any time during the period of July 1, 2017 to June 30, 2019.
3. Members with start dates on July 1, 2017, or after, will be placed on the new salary tables.

#4, #5, and #6 apply to Sessional Instructors only:

4. For the period July 1, 2017 to June 30, 2018, Sessional Instructor salaries will be in accordance with the Hourly Salary Schedule (effective from July 1, 2016) for Instructional Academic Staff: Hourly Paid Faculty (Sessional/Sessional-Extended).
5. On July 1, 2018, Sessional Instructors will have their salaries established on the new salary tables.
6. On September 15, 2018, Members who are Sessional Instructors, and who were in Column A (Non-Degree) Increment 3.0 and Column B (Bachelor's) Increment 3.0 during the 2017-18 Academic Year, will be eligible for a one-time lump-sum ("transition") payment. Eligibility will be determined jointly by the JCMA. This amount will be approximately \$2,000, and will be paid, equally, to eligible members from a fund totaling \$90,000.

#7, #8, #9, and #10 apply to all Members who are not Sessional Instructors:

7. Where a Member's salary on June 30, 2017 exceeds the salary range available to that Member on the new salary tables, the Member's salary will be maintained at the June 30, 2017 amount. This Member will receive a one-time lump-sum ("transition") payment of two thousand dollars (\$2,000).
8. Members eligible for placement on the new tables will be placed, where the tables allow, at the appropriate step representing the next highest salary amount, relative to their salary on June 30, 2017, that results in an increase of at least two thousand dollars (\$2,000).

9. Members for whom the next highest salary amount is the top of the scale, and so their placement results in an increase of less than two thousand dollars (\$2,000), will receive a one-time lump-sum (“transition”) payment of two thousand dollars (\$2,000).
10. Members whose original appointments began before July 1, 2017, but who are ineligible for placement on the new salary scale on that date will, upon their return to eligibility, be granted the consideration outlined in #7, #8, or #9.

August 2, 2017



Mr. Chris Hancock
President, Grant MacEwan University Faculty Association



Dr. Delorah Saucier
President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

And

THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS

Editing the Collective Agreement Ahead of Printing

Whereas the parties acknowledge that, over time, the Collective Agreement has incorporated irregular formatting, inconsistent capitalization, misnumbering, typographic errors, and other mistakes whose correction would not change the meaning of the Agreement;

And whereas the parties acknowledge that the Agreement contains Appendices and Letters of Understanding that are outdated;

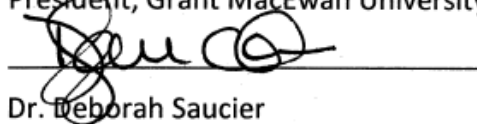
The parties hereby agree and understand that:

1. Following ratification of the Agreement, the parties will reconvene, before August 30, in order to prepare the Agreement for printing.
2. The parties will be represented by no more than three (3) people each. The Association's appointees will be appointed from among the members of the Association, but may include up to one (1) non-Association member. The Board's appointees will be appointed from among members of MacEwan's administration, but may include up to one (1) non-administration member. Each party will inform the other of the names of its representatives. Replacement of members is subject to the mutual agreement of the parties. Either party may use the services of additional consultants and resource people. Such resource members may attend bargaining upon mutual agreement of the parties.
3. During the preparation of the Agreement, either party may veto any proposed change by asserting that it would change the meaning of the Agreement.
4. Once the Agreement has been prepared and printed, the Agreement as printed will be deemed the version in force for the length of the Agreement.

August 2, 2017



Mr. Chris Hancock
President, Grant MacEwan University Faculty Association



Dr. Deborah Saucier
President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

And

THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS

Grandfathering of Instructor to Assistant Professor

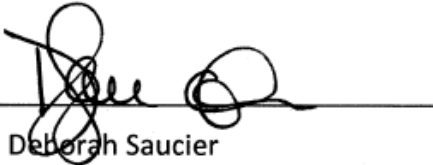
The parties hereby agree and understand that:

Effective July 1, 2017, all Tenured Members with the title Instructor that are eligible for rank and title will be awarded the title Assistant Professor.

August 2, 2017



Mr. Chris Hancock
President, Grant MacEwan University Faculty Association



Dr. Deborah Saucier
President, Grant MacEwan University

LETTER OF UNDERSTANDING

Between

THE GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

And

THE GRANT MACEWAN UNIVERSITY BOARD OF GOVERNORS

Strike/Lockout

Whereas the parties acknowledge Article 3 must be rewritten to comply with Division 9.1 Post-secondary Academic Bargaining section of the Labour Relations Code.

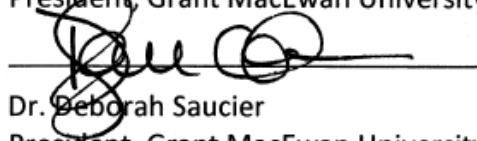
The parties hereby agree and understand that:

1. Following the conclusion of this round of bargaining, the parties will reconvene bargaining for the purpose of developing language for an article on Negotiation: Procedures and Impasse Resolution.
2. The bargaining sides will be comprised of no more than three (3) people each. The Association's appointees will be appointed from among the Members of the Association, but may include up to one (1) non-Association Member. The Board's appointees will be appointed from among members of MacEwan's administration, but may include up to one (1) non-administration member. Each party will inform the other of the names of its representatives. Replacement of members is subject to the mutual agreement of the parties. Either party may use the services of additional consultants and resource people. Such resource members may attend bargaining upon mutual agreement of the parties.
3. Within three (3) months following the signing of the Collective Agreement currently being negotiated, bargaining on Negotiation: Procedures and Impasse Resolution will commence.
4. Language recommended for inclusion into the Collective Agreement will be subject to ratification by the Association and approval by the Board of Governors. This ratification and approval must be sought by November 30, 2018. Following successful ratification and approval, the new language will constitute Article 3 of the Collective Agreement.
5. Definitions in the Collective Agreement will apply.
6. The University and the Association will create an Essential Services Agreement as required by legislation.

August 2, 2017



Mr. Chris Hancock
President, Grant MacEwan University Faculty Association



Dr. Deborah Saucier
President, Grant MacEwan University

Salary Table for Professorial Faculty Members

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective July 1, 2017

| Assistant Professor | | Associate Professor | | Professor | |
|---------------------|-----------|---------------------|-----------|-----------|-----------|
| 1 | \$66,788 | 1 | \$66,788 | 1 | \$66,788 |
| 2 | \$69,126 | 2 | \$69,126 | 2 | \$69,126 |
| 3 | \$71,545 | 3 | \$71,545 | 3 | \$71,545 |
| 4 | \$74,050 | 4 | \$74,050 | 4 | \$74,050 |
| 5 | \$76,641 | 5 | \$76,641 | 5 | \$76,641 |
| 6 | \$79,324 | 6 | \$79,324 | 6 | \$79,324 |
| 7 | \$82,100 | 7 | \$82,100 | 7 | \$82,100 |
| 8 | \$84,974 | 8 | \$84,974 | 8 | \$84,974 |
| 9 | \$87,948 | 9 | \$87,948 | 9 | \$87,948 |
| 10 | \$91,026 | 10 | \$91,026 | 10 | \$91,026 |
| 11 | \$94,212 | 11 | \$94,212 | 11 | \$94,212 |
| 12 | \$97,509 | 12 | \$97,509 | 12 | \$97,509 |
| 13 | \$100,922 | 13 | \$100,922 | 13 | \$100,922 |
| 14 | \$104,454 | 14 | \$104,454 | 14 | \$104,454 |
| 15 | \$108,110 | 15 | \$108,110 | 15 | \$108,110 |
| | | 16 | \$111,894 | 16 | \$111,894 |
| | | 17 | \$115,810 | 17 | \$115,810 |
| | | 18 | \$119,864 | 18 | \$119,864 |
| | | 19 | \$124,059 | 19 | \$124,059 |
| | | 20 | \$128,401 | 20 | \$128,401 |
| | | | | 21 | \$132,895 |
| | | | | 22 | \$137,546 |
| | | | | 23 | \$142,360 |
| | | | | 24 | \$147,343 |
| | | | | 25 | \$152,500 |

Overload: \$7,000 per course (for 45 IH course)

Salary Table for Professional Resource Faculty with Rank
 Full-Time and Part-Time Tenure-Track and Limited-Term Faculty
 Effective July 1, 2017

| Counsellor I Librarian I | | Counsellor II Librarian II | | Counsellor III Librarian III | |
|-------------------------------------|----------|---------------------------------------|-----------|---|-----------|
| 1 | \$71,391 | 1 | \$71,391 | 1 | \$71,391 |
| 2 | \$73,890 | 2 | \$73,890 | 2 | \$73,890 |
| 3 | \$76,476 | 3 | \$76,476 | 3 | \$76,476 |
| 4 | \$79,153 | 4 | \$79,153 | 4 | \$79,153 |
| 5 | \$81,923 | 5 | \$81,923 | 5 | \$81,923 |
| 6 | \$84,790 | 6 | \$84,790 | 6 | \$84,790 |
| 7 | \$87,758 | 7 | \$87,758 | 7 | \$87,758 |
| 8 | \$90,830 | 8 | \$90,830 | 8 | \$90,830 |
| 9 | \$94,009 | 9 | \$94,009 | 9 | \$94,009 |
| 10 | \$97,299 | 10 | \$97,299 | 10 | \$97,299 |
| | | 11 | \$100,704 | 11 | \$100,704 |
| | | 12 | \$104,229 | 12 | \$104,229 |
| | | 13 | \$107,877 | 13 | \$107,877 |
| | | 14 | \$111,653 | 14 | \$111,653 |
| | | 15 | \$115,561 | 15 | \$115,561 |
| | | | | 16 | \$119,606 |
| | | | | 17 | \$123,792 |
| | | | | 18 | \$128,125 |
| | | | | 19 | \$132,609 |
| | | | | 20 | \$137,250 |

**Salary Table for Faculty Development Coordinator and
Professional Resource Faculty without Rank**

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective July 1, 2017

| Faculty Development Coordinator and PRF without Rank | |
|---|-----------|
| 1 | \$71,391 |
| 2 | \$73,890 |
| 3 | \$76,476 |
| 4 | \$79,153 |
| 5 | \$81,923 |
| 6 | \$84,790 |
| 7 | \$87,758 |
| 8 | \$90,830 |
| 9 | \$94,009 |
| 10 | \$97,299 |
| 11 | \$100,704 |
| 12 | \$104,229 |
| 13 | \$107,877 |
| 14 | \$111,653 |
| 15 | \$115,561 |

Salary Table for Nurse Educators

Effective July 1, 2017

| Bachelor | | Graduate Degree | |
|-----------------|----------|----------------------------|----------|
| 1 | \$63,730 | 1 | \$63,730 |
| 2 | \$65,960 | 2 | \$65,960 |
| 3 | \$68,269 | 3 | \$68,269 |
| 4 | \$70,658 | 4 | \$70,658 |
| 5 | \$73,131 | 5 | \$73,131 |
| 6 | \$75,691 | 6 | \$75,691 |
| 7 | \$78,340 | 7 | \$78,340 |
| 8 | \$81,082 | 8 | \$81,082 |
| | | 9 | \$83,920 |
| | | 10 | \$86,857 |
| | | 11 | \$89,897 |

Salary Table for Faculty School Advisors/Instructional Assistants (IAs)

Full-Time and Part-Time Tenure-Track and Limited-Term Faculty

Effective July 1, 2017

| Faculty School Advisors/IAs | |
|------------------------------------|----------|
| 1 | \$53,768 |
| 2 | \$55,650 |
| 3 | \$57,598 |
| 4 | \$59,614 |
| 5 | \$61,700 |
| 6 | \$63,860 |
| 7 | \$66,095 |
| 8 | \$68,408 |
| 9 | \$70,803 |
| 10 | \$73,281 |
| 11 | \$75,845 |
| 12 | \$78,500 |

Salary Table for Lab Instructors and Lab Supervisors

Effective July 1, 2017

| Lab Instructors | | Lab Supervisors | |
|------------------------|----------|------------------------|----------|
| 1 | \$49,634 | 1 | \$69,704 |
| 2 | \$51,371 | 2 | \$72,144 |
| 3 | \$53,169 | 3 | \$74,669 |
| 4 | \$55,030 | 4 | \$77,283 |
| 5 | \$56,956 | 5 | \$79,987 |
| 6 | \$58,949 | 6 | \$82,787 |
| 7 | \$61,013 | 7 | \$85,685 |
| 8 | \$63,148 | 8 | \$88,684 |
| 9 | \$65,358 | 9 | \$91,787 |
| 10 | \$67,646 | 10 | \$95,000 |
| 11 | \$70,013 | | |
| 12 | \$72,464 | | |
| 13 | \$75,000 | | |

Overload: \$3,600 per lab (for 36 IH lab)

Salary Table for English as an Additional Language and
University Preparation Instructors

Effective July 1, 2017

| English as an Additional Language and University Preparation Instructors | |
|---|----------|
| 1 | \$67,347 |
| 2 | \$69,704 |
| 3 | \$72,144 |
| 4 | \$74,669 |
| 5 | \$77,283 |
| 6 | \$79,987 |
| 7 | \$82,787 |
| 8 | \$85,685 |
| 9 | \$88,684 |
| 10 | \$91,787 |
| 11 | \$95,000 |

EAL Overload: \$54/hour

UP Overload: \$70/hour

Salary Rate for Sessional Lab Instructors

Effective July 1, 2017

| |
|--|
| Sessional Lab Instructors |
| \$3,850 |

per 36 IH lab

**Salary Rate for Sessional English as an Additional Language Instructors and
Sessional University Preparation Instructors**

Effective July 1, 2017

| | |
|------------------------|-----------------------|
| EAL Instructors | UP Instructors |
| \$54 / Hour | \$ 74 / hour |

2017-2018 Salary Table for Sessional Instructors

(Effective from July 1, 2016 – June 30, 2018)

for Instructional Academic Staff per Instructional Hour

| Increments | A Non-Degree | B Bachelor's | C Master's | D PhD |
|-------------------|-------------------------|-------------------------|-----------------------|------------------|
| 1.0 | \$ 89.74 | \$ 105.58 | \$ 121.41 | \$ 137.25 |
| 2.0 | \$ 105.58 | \$ 121.41 | \$ 137.25 | \$ 153.08 |
| 3.0 | \$ 121.41 | \$ 137.25 | \$ 153.08 | \$ 168.92 |

2018-2019 Salary Table for Sessional Instructors

Effective: July 1, 2018 – June 30, 2019

| Sessional Instructors | |
|------------------------------|----------|
| Without graduate degree | \$ 5,200 |
| Master's Degree | \$ 6,700 |
| Doctoral Degree | \$ 7,800 |

per 45 IH course

MEMORANDUM OF AGREEMENT

Between

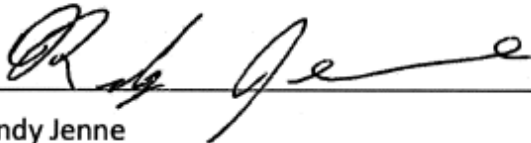
THE FACULTY ASSOCIATION OF GRANT MACEWAN UNIVERSITY

And

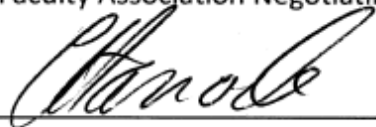
THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY

All of the foregoing agreed to this **2nd day of August, 2017**

The Faculty Association of Grant MacEwan University



Mr. Randy Jenne
Chair, Faculty Association Negotiating Committee



Mr. Chris Hancock
President, The Faculty Association of Grant MacEwan University

The Board of Governors of Grant MacEwan University



Dr. Craig Monk
Chair, Board of Governors Negotiating Committee



Dr. Deborah Saucier
President, Grant MacEwan University

Collective Agreement

Between

Grant MacEwan University
Board of Governors

and

MacEwan Staff Association

July 1, 2017 – June 30, 2019



MSA

**MacEwan Staff
Association**

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This Agreement is made this 1st day of July, 2017 between:

Board of Governors of MacEwan University
(hereinafter referred to as the University)

AND

MacEwan Staff Association (hereinafter referred to as MSA).

1.0 PREAMBLE AND PURPOSE

- 1.1 MacEwan University is an engaged university at the heart of the city where creativity and innovation thrive, and a unique student experience opens diverse pathways for achievement and growth. We inspire students with a powerful combination of academic excellence and personal learning experiences. We provide a transformative education in a creative, collaborative and supportive environment.
- 1.2 The collective agreement provides the foundation and framework for a positive labour relations culture in support of MacEwan University's purpose.
- 1.3 The Parties to this agreement value and recognize the vital role each party plays and commit themselves to enhance the working relationship through cooperation and mutual respect.
- 1.4 The Parties commit to:
 - recognize and acknowledge their respective rights and obligations under labour and employment legislation and the collective agreement
 - build positive working relationships based on trust
 - communicate with each other in ways that promote common understanding and effective problem solving
 - create a safe, healthy, effective, innovative work environment
 - ensure that all members of the university community contribute to the university's success, and are valued and recognized for their contribution
 - foster a sense of pride and community at the University by actively promoting the behaviors, principles and accountabilities expressed in the MacEwan University Code of Conduct.
 - share information that is required for each party to effectively meet the obligations of their role.
 - encourage the proactive resolution of issues at the lowest level possible and in a timely manner through direct communication between affected individuals.

- 1.5 The Parties commit to active communication on issues that directly affect the interest of the employees of the bargaining unit. We will work to ensure that all members of the University community understand the importance and value of this Agreement and live up to their Collective Agreement responsibilities.
- 1.6 The University and the MSA commit to act in a manner which is not arbitrary, discriminatory or in bad faith.
- 1.7 The Parties are entering into this Collective Agreement with the intent and purpose of promoting a harmonious working relationship between the University and employees.
- 1.8 Further, the purpose of this Agreement is to establish the principal terms and conditions of employment for the non-academic employees of MacEwan University represented by the MacEwan Staff Association as defined in Article 2 hereinafter referred to as the “bargaining unit”).

2.0 RECOGNITION

- 2.0.1 The University recognizes the MSA as the exclusive bargaining agent for the unit of Employees described in Certificate #E125-2015 under the Public Service Employee Relations Act, formerly issued as Certificate #E100-2006.
- 2.0.2 This Collective Agreement shall not apply to positions which have been excluded by mutual agreement of the Parties, or pursuant to an order of the Labour Relations Board.
- 2.0.3 No employee shall negotiate terms and conditions of employment that conflict with the terms of this Agreement without the written consent of the MSA.
- 2.0.4 No employee shall be required to agree to terms and conditions of employment that conflict with the terms of this Agreement.
- 2.0.5 In the event of a conflict between the statements contained in this Agreement, and other policy statements of the University established elsewhere, the statements in this Agreement shall prevail regarding bargaining unit employees.
- 2.0.6 Wherever in this agreement specific authority is placed in a management position (i.e. Out-of-Scope (OOS) Manager), it is understood that, if necessary, such authority may be exercised by an individual in a position of higher level of authority.

2.1 University Policies

- 2.1.1 Any changes, additions or deletions to University Policies, which alter bargaining unit employees' terms and conditions of employment not encompassed within this Collective Agreement, will not be implemented without consultation with the MSA.

3.0 DURATION

- 3.0.1 This Agreement shall be binding on all Parties to it and shall take effect on the date of ratification, unless otherwise noted, and shall remain in full force and effect until and including the 30th day of June 2019, and thereafter shall remain in full force and effect until an amended Agreement is ratified.
- 3.0.2 During the life of this Agreement, changes to the Agreement shall be made only with the mutual consent of the Parties to it. Any changes to the Agreement made during the term of the Agreement shall be effective from the date of such change or as otherwise mutually agreed to by the Parties to the Agreement.

4.0 TIME LIMITS

- 4.0.1 All procedural steps and time limits specified in this agreement may be extended for a specified period of time, or generally waived, upon mutual written agreement of the Parties at any time.
- 4.0.2 If the Parties agree that timelines are waived while attempting to resolve an issue through discussion or other forms of communication, either party may at any time provide five (5) working days of notice of a unilateral declaration that the time limits are reinstated, and such will come into effect at the last formal step filed by either party.
- 4.0.3 For notice periods, specified number of days shall normally be considered as a minimum.

5.0 RENEGOTIATION

- 5.0.1 Either party may, not earlier than nine (9) months and not later than eight (8) months prior to the expiry of the term of this Agreement, give to the other in writing, a notice to commence collective bargaining. Such notice is to be addressed to the President of the University if served by MSA, and to the President of MSA if served by the University.

- 5.0.2 The notice to commence collective bargaining shall:
- a) name one or more persons with authority to:
 - bargain collectively, and
 - conclude a Collective Agreement, and
 - sign a Collective Agreement subject to ratification by the membership or the University, whichever is applicable, and
 - b) identify the process to be used in the event of dispute:
 - i. Article 5.2, or
 - ii. Negotiate an Essential Services Agreement prior to an application for Alberta Labour Relations Board regulated dispute resolution.
- 5.0.3 Within fifteen (15) days of receipt of a notice to commence collective bargaining the recipient shall, by notice in writing to the other party, name one or more persons with authority to:
- bargain collectively, and
 - conclude a Collective Agreement, and
 - sign a Collective Agreement subject to ratification by the membership or the University, whichever is applicable, and
 - include agreement or disagreement of the identified dispute resolution as per Article 5.02 (b).
- 5.0.4 If neither party selects the option to negotiate an essential services agreement, in their notice to bargain or in their response, then the Parties mutually agree to utilize the process outlined in Article 5.2.
- 5.0.5 MSA and the University shall meet and commence bargaining in good faith:
- within 90 days if option 5.0.2 (b) (i) is selected by both parties, or
 - within 30 days if option 5.0.2 (b) (ii) is selected by either party.
- 5.0.6 In the event that any law passed by a Federal, Provincial or Municipal Government renders null and void, or alters, any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall promptly meet and attempt to negotiate a substitute for the provision which has been rendered null and void or altered. If no agreement can be reached, the items in dispute shall be referred to mediation/arbitration as provided for in Article 45.4 and 45.5 of this Agreement.
- 5.0.7 The University and MSA shall equally share the cost of duplication of revised or replacement Collective Agreements. Distribution of the Collective Agreement will be a shared responsibility between MSA and Human Resources.

- 5.0.8 During the term of this agreement or while negotiations for another agreement are being held, the Parties will not engage in any strike, slowdown, or stoppage of work, lockout or deliberate restriction or reduction in hours of work for the purposes of influencing bargaining.

5.1 Effective Date of Agreement / Retroactivity

- 5.1.1 Any agreement reached in the aforementioned negotiations shall be effective the 1st day of July following the expiry of the current agreement, or as otherwise mutually agreed to by the Parties to the agreement.
- 5.1.2 All employees on staff on the date the Memorandum of Agreement is ratified by both Parties, and thereafter, shall be eligible for retroactive wage adjustments for all paid hours with the University.
- 5.1.3 Individuals who have retired from the University during the term of the new agreement, but prior to ratification, will be eligible for retroactive wage adjustments for their paid hours. Employees who have resigned from MacEwan during this period will only be eligible for retroactivity if they make written application to Human Resources within ninety (90) days of ratification.

5.2 Impasse Resolution

- 5.2.1 In the event the Parties are unable to resolve their differences in negotiations, they will refer any items that remain in dispute to the dispute resolution process outlined in Article 45.3, 45.4 and 45.5 including mediation and neutral binding third-party arbitration. The Parties shall not be precluded from reaching a voluntary and mutually agreeable settlement at any stage in the process.

6.0 MANAGEMENT RIGHTS

- 6.0.1 Subject to the terms of this agreement, the University's rights include, but are not limited to the following:
- maintain order, discipline and efficiency
 - make, alter and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement
 - direct the working force and create, modify, or abolish classifications, positions, and work units, and determine the number of required employees
 - hire, promote, reclassify, transfer, layoff or recall
 - demote, discipline, suspend or discharge for just cause
 - contract out functions of the University's operational units.

6.0.2 The Parties recognize there are different reasons for contracting out bargaining unit work as follows:

- 1) *Contracting workers with specific skill sets for work of a temporary nature.* Temporary means where the specified period of work is for up to eighty (80) working days.

When the University finds it necessary to contract out bargaining unit work that does not impact current employees covered by this Collective Agreement and the specific skills sets are not available, the University will notify MSA of the intent to contract out.

- 2) *Interim contract workers for periods during the recruitment process.* The University will notify MSA of the intent to contract out for a specified period not more than forty (40) working days.

- 3) *Contracting out bargaining unit work on a permanent basis.* The University agrees to provide information, including the rationale, relevant to the work that is being considered for the potential of contracting out. Existing contracts will be reviewed by the Parties as they come up for renewal.

- a. Bargaining unit work is affected but no employees impacted

At least three (3) months prior to the final decision to contract out this work, the University agrees to meet with MSA. MSA shall be provided ten working days to respond. If MSA objects within the ten (10) day time period, the Parties agree to meet to discuss reasonable measures to continue the work in scope prior to a final decision being made.

- b. Both bargaining unit work and current employees affected

At least six (6) months in advance of the intended change the University agrees to meet with MSA. During the notice period, the University and MSA will meet to discuss possible alternatives to the proposed contracting out and consider ways to continue the work in scope. At the conclusion of these discussions, the University will formally advise MSA in writing of the final decision.

6.0.3 The MSA agrees to only release information (written or verbal) to which the University has given prior approval. Notwithstanding the above, where the contemplated contracting out is not work within the scope of the MSA bargaining unit, consultation is not required.

7.0 EMPLOYER – UNION RELATIONS

- 7.0.1 The University and MSA commit to the goal of a positive labour relations culture, recognizing that the University's role is to manage in the best interests of the University community and MSA's role is to represent the collective interests of the bargaining unit.
- 7.0.2 At time of hire, the University will inform all new employees of the contractual relationship between the University and MSA, and provide them access to a copy of the Collective Agreement, either electronically or physically.
- 7.0.3 All new employees will have the opportunity to meet with a representative from MSA for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee with the role of MSA and the Collective Agreement. Information regarding this meeting will be included in the new employee's offer letter.
- 7.0.4 The University shall deduct dues from the pay of each employee and submit them on a bi-weekly basis to the MSA with an itemized dues report as specified in Article 11.0.2. The MSA shall advise the University, in writing, of any change in the amount of the regular membership dues. Such notice shall be communicated to the Human Resources Department at least twenty (20) working days prior to the effective date of the change.
- 7.0.5 The MSA shall promptly advise Human Resources of any changes to the MSA Executive Board and/or designated Labour Relations officials.
- 7.0.6 No employee shall be subjected to discriminatory treatment by reason of the employee's membership in, or participation in the activities of, the MSA.
- 7.0.7 All employees will be informed of their right to MSA assistance and representation for any workplace concern involving the terms and conditions specified in the Collective Agreement. The Parties shall encourage resolution of concerns between the employee and their direct OOS Manager whenever possible.

7.0.8 The Parties acknowledge that as the exclusive bargaining agent, MSA has an interest in the selection of individuals representing the perspective of bargaining unit employees on various University committees as referenced under Article 8.0.2 (b).

- a) MSA shall have the exclusive right to determine the process for selecting its representatives on decision-making committees that affect any terms and conditions of employment of bargaining unit employees as outlined in the collective agreement.
- b) The Parties shall discuss through the Joint Consultation Committee the processes of selecting representatives from the bargaining unit for university wide committees that do not affect employment conditions of bargaining unit employees, but involve representation by MSA members. The Parties agree that this Article shall not be used to require changes to Terms of Reference for existing committees at the time of ratification of this agreement, without mutual agreement.
- c) The University shall have the exclusive right to determine the process for selecting its representatives on work-unit committees.

7.0.9 For the purposes of open discussion and timely exploration of options for the resolution of disputes, all communication between the Parties shall be without prejudice or precedent until formal agreement is reached and signed by both Parties.

8.0 RELEASE TIME FOR MSA ACTIVITIES

8.0.1 Subject to the ability to provide continuity of normal University operations and the prior approval of scheduling by the OOS Manager, MSA members will be granted the following release time without impact to employee compensation. Such approval will not be unreasonably denied.

8.0.2 *All bargaining unit members:*

- At 2:00 pm twice yearly to attend MSA general meetings. Staff will not be given 'time in lieu', if they do not attend these meetings.
- Periodically as required to attend and contribute to University approved committees as referenced in Article 7.0.8.
 - o Where membership on committees is selected by MSA, the affected OOS Manager will be notified by MSA when one of their employees is being considered as a representative.
 - o To accommodate participation, employees may be required to have schedule changes or modifications to hours. Such participation shall not generally attract overtime.

8.0.3 *Elected MSA Executive Board*

In addition to the above:

- Up to a maximum of seven (7) hours per month to attend MSA Executive meetings; and/or attend scheduled meetings on behalf of MSA.

8.0.4 *MSA Bargaining Committee*

8.0.4.1 The MSA's Bargaining Committee shall be comprised in accordance with the MSA Constitution and Bylaws. Release time for employees serving on the MSA's Bargaining Committee shall be scheduled in consultation with the University's Human Resource Department and will not be unreasonably withheld, considering the requirements of the negotiation meeting schedule that is mutually agreed between the Parties, and including a reasonable amount of preparation time.

8.0.4.2 The MSA Vice-President and a minimum of three (3) and up to five (5) additional MSA members shall be granted such release time fully funded and paid by the University at the incumbent's regular rate of pay.

8.0.5 *Elected MSA President and Vice President*

8.0.5.1 The duly-elected MSA President shall be granted 50% release time. One MSA Vice-President and the immediate Past-President shall each be granted 10% release time. For the duration of their terms this time is fully funded and paid by the University at the incumbent's regular rate of pay. The Past-President, release time is limited to a period no longer than nine (9) months after the election.

8.0.5.2 Arrangements may be mutually made between the affected OOS manager and the employee, through discussions with Human Resources, to substitute paid release time with the appropriate level of additional stipend.

8.0.6 *Additional Release Time paid by MSA*

8.0.6.1 Additional release time, fully funded by MSA, will not be unreasonably withheld by the University for MSA members serving on the MSA Executive Board, upon the written request of MSA through the appropriate designated contact in Human Resources.

9.0 JOINT CONSULTATION

- 9.0.1 By participating and working together both Parties can better achieve the University's Mission and Strategic Direction while enhancing the quality of work life for employees.
- 9.0.2 Through regularly scheduled meetings the joint consultation committee provides a cooperative forum in which both Parties can discuss items of concern. Such items may include but are not limited to workload concerns, employee morale, paid and unpaid leave of absence utilization (personal, medical, sick, etc), casual utilization, contracting out, jurisdiction, turnover.
- 9.0.3 Through free and frank discussion, the issues confronting Administration and Staff can be addressed and the results shared with all constituents.
- 9.0.4 The following terms will guide the committee:
- meetings will be scheduled at least every two (2) months;
 - each party will name three (3) participants to the committee;
 - chairing of the meetings and minute taking will be a shared responsibility on a rotational basis;
 - additional resources or individuals with specific information may be invited to attend meetings on an *ad hoc* basis.

10.0 JOINT COMMUNICATION

- 10.0.1 The Parties are committed to the joint communication of the substantive changes of the new Collective Agreement and to joint creation of interpretation documents.
- 10.0.2 Throughout the term of the agreement, Human Resources and MSA will cooperate to provide training to both management and staff relating to the interpretation of the Collective Agreement. It is recognized however that neither party shall be precluded from individually delivering training as they determine appropriate.

11.0 INFORMATION DISCLOSURE

- 11.0.1 General principles:
- 11.0.1.1 Effective labour relations needs to have an efficient and timely exchange of information so the MSA can fulfil its representational responsibilities to further the interests of the employees of the bargaining unit, both individually and collectively.

11.0.1.2 The University commits to providing information deemed necessary to resolve a specific issue at the time the issue is being resolved.

11.0.1.3 The University shall seek to acquire written consent from relevant individuals prior to disclosing specific information protected under privacy legislation to MSA. The Parties agree that such information will not be disclosed to MSA if such consent has not been expressly given.

11.0.2 The University commits to providing reports as outlined below:

- Employment Change Report - Monthly
- Bargaining Unit Position Report – Monthly
- Leaving Employment in Bargaining Unit Report – Monthly
- Dues Report – Bi-weekly
- Contact Information Report – January and July
- Seniority Report – Annual
- New Hire Report – Monthly
- Casual Staff Utilization – July

Note: The employee identification number will be provided on all reports.

11.0.3 Duly appointed representatives of MSA shall be provided access to view and/or be provided copies of the following additional personal information, only with a signed individual consent by the affected employee:

- Disability (STD, LTD) Files and Records
- Worker’s Compensation and Injury Files and Records
- Employee Human Resource file

11.0.4 The University shall provide MSA with shared access to at least one (1) physical bulletin board located near the MSA office. Use of general posting boards is subject to the University’s normal approval process which will not be unreasonably withheld.

11.0.5 An employee may have access to view their Human Resources file upon request.

12.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)

12.0.1 The Parties support the establishment of a Health, Safety and Environment Steering Committee, as well as various workplace Health and Safety committees following the general guidelines outlined in the Alberta Occupational Health and Safety Code.

12.0.2 Employee representatives to the Health, Safety and Environment Steering Committee will be selected by MSA.

12.0.3 Workplace Health and Safety Committees

12.0.4 The purpose of workplace Health and Safety committees are to:

- maintain a cooperative effort for the safety of employees,
- identify and assess hazards in the workplace,
- make recommendations for the improvement of the work practices
- promote the health and safety of employees,
- carry out the duties and functions in accordance with Occupational Health and Safety legislation and the University's Health, Safety and Environment policies.

12.0.5 MSA representatives to the workplace Health and Safety Committees will be selected according to the Terms of Reference for that committee. New employees will be selected using a process that ensures meaningful input from the affected bargaining unit employees regarding who represents their interests. MSA will be advised of each committee's membership.

13.0 POSTINGS

13.0.1 The University and the MSA support the principle of selecting the most suitable candidate for vacant positions. The University values its employees and encourages their advancement to higher level positions within the University for which they are qualified.

13.0.2 All continuing and term vacancies of ten (10) months or greater duration will be posted for a period of five (5) working days and will be filled by competition. Depending on the nature of the vacancy, the University may elect to post the vacancy for internal applicants only, or to open the competition to both internal and external applicants.

13.0.3 In filling vacancies, first consideration will be given to internal applicants. Where two (2) or more candidates are assessed by MacEwan to be equal, seniority will be the deciding factor.

13.0.4 Internal candidates may request and will be provided specific feedback on the skills and experience they may need to improve to be successful on future postings.

13.0.5 Although casual opportunities or term vacancies of less than ten (10) months duration are not subject to the provisions in Article 13.0.2, these opportunities must be made available to all bargaining unit employees in the work area through a fair and unbiased process.

14.0 RECURRING TERM POSITIONS

14.0.1 At the time of hire, and prior to the first day of the annual inactive period, the recurring term employee will be notified of the anticipated date to return to work, and if a date change is required the employee will be notified in writing thirty (30) days in advance of the changed date.

14.0.2 A recurring term employee may request salary averaging over a full year, including the inactive period. This request must be made in writing to the OOS Manager thirty (30) days prior to the return to work after an inactive period.

15.0 TERM POSITIONS

15.0.1 Employees may occupy the same Term position for:

- Up to twelve (12) months when the Term position is conditionally funded or is funded for a specific project.
- Until the incumbent returns to work when the position is encumbered but the regular incumbent is on leave from the position.

15.0.2 Term positions may be extended with mutual agreement of the Parties for a period up to thirty-six (36) months. If employment is continued beyond the term length without agreement then the Employee and the position shall become Continuing.

15.0.3 Term appointments may end upon the discontinuance of the project or funding, or upon the return of the regular incumbent. Term employees will be given notice as per Employment Standards specifications.

15.0.4 Where a Term employee has been appointed through a posting and employed for twelve (12) months or longer in the same position, and subsequently the position becomes available on a continuing basis, the Term employee will be appointed to the continuing position without competition, notwithstanding Article 13.

16.0 STUDENT CASUALS POSITIONS

- 16.0.1 The Parties agree that Student Casual positions as defined in Article 46.9.7 and Article 46.32 provide valuable and practical career experience for secondary and post-secondary students. Student Casual positions provide students with opportunities to develop fundamental career skills such as communication, time management, and customer service. Student Casual positions also provide opportunities to develop a sense of community and involvement with MacEwan University.
- 16.0.2 Student Casual positions will contain duties similar in nature to other bargaining unit positions; however, the duties covered in a student casual position cannot exceed forty (40) percent of the full duties of a comparable position. For example, the Student Childcare Worker position will contain thirty (30) percent of the full duties included in the Childcare Worker I position.
- 16.0.3 Article 16 does not apply for students hired to fill Continuing, Recurring Term or Non-Recurring Term or Replacement Term positions as defined in Article 46.9 of the Collective Agreement. Students hired to these positions will be subject to all the terms and conditions of the Collective Agreement.
- 16.0.4 Enrolment in a course or courses is normally required for continued employment in a Student Casual Position, except during the summer months in which the student must demonstrate intent to return to school in the fall term. The University and MSA retain the right to confirm student enrolment status at the time of hiring, following any academic course drop date, and periodically throughout employment in a Student Casual Position.
- 16.0.5 Article 16 shall not be used to reclassify existing full-time or part-time employees serving in Continuing, Recurring Term, Non-Recurring Term, Replacement Term or Casual positions into Student Casual Positions if they enroll in a course or courses.

16.0.6 Student Casual Positions will be covered by the terms and conditions of the Collective Agreement except as noted below. The following provisions do not apply to Student Casual Positions:

- Articles 18.0.1, 18.0.2, 18.0.7, 18.0.8, 18.0.9, 18.0.10
- Article 20
- Article 21.0.3, 21.0.4, 21.0.5, 21.1.1
- Article 23.1.6
- Articles 30.2
- Article 33.0.1, 33.0.2, 33.0.3, 33.0.7, 33.0.8, 33.0.9, 33.0.11, 33.0.12, 33.0.13, 33.0.14, 33.0.15, 33.0.16, 33.0.17
- Article 34.1, 34.2, 34.3
- Article 36
- Articles 37.4, 37.5, 37.6
- Article 38
- Article 43
- Article 44

16.0.7 Salary placement for Student Casual positions shall be in accordance with Article 22.1 Grid Placement.

17.0 PROBATION PERIOD

17.0.1 Upon hire, Continuing and Term employees shall complete a probationary period of six (6) months or for a longer period as may be established by the OOS Manager in consultation with Human Resources. Such period shall not exceed nine (9) months.

17.0.2 Where a period of probation in excess of six (6) months has been established, the employee shall be notified in writing in the offer letter at the time of hire of the length of the probationary period. Criteria for the extended probationary period will be established based on one or more of the factors below:

- complexity of the work,
- timing of the hire in relation to the cycle of work activities,
- mutual availability of the new employee and the OOS Manager (specific to positions required to travel).

17.0.3 During the course of an employee's probationary period, they shall receive:

- Reasonable orientation,
- General performance related feedback, and
- Specific Workforce Engagement ("WE") conversations in accordance with Article 31.0.

- 17.0.4 If a probationary employee transfers to another position, the probationary period shall continue in the new position.
- 17.0.5 If a Term employee is reappointed to the same position within twenty-four (24) months of the expiry of their previous appointment, they shall not be required to serve a further probationary period.
- 17.0.6 The University may extend an employee's probationary period for an additional three (3) months. The employee and the MSA will be advised of the reasons for the extension and the employee will be provided with a written performance appraisal at the time of the extension.
- 17.0.7 A probationary period shall be automatically extended by the length of time during the probationary period that the employee is not in receipt of regular salary.
- 17.0.8 If the University deems a probationary employee to be unsuitable, the employee's employment may be terminated at any time without notice. The University will provide the employee reasons for the termination.
- (i) In the event an unsuitable probationary employee has been employed for three (3) or more months, they will be provided severance as specified in Alberta Employment Standards. In the case of termination for serious misconduct during probation, no severance is required.
 - (ii) The MSA may grieve such termination on behalf of the employee in accordance with the Article 45. The Parties agree that grievances will only be advanced to the Arbitration stage when there is cause to believe that the termination was discriminatory.
- 17.0.9 At the discretion of Human Resources in consultation with the OOS Manager, an employee who has previously been employed by the University in the same or a similar position, or has held an acting appointment in the same position, may have such previous employment considered part or all of the probationary period. Application to waive part or all of the probationary period may be made in writing to the Human Resources department by either the employee's OOS Manager, or by the employee with a copy to their OOS Manager.

18.0 HOURS OF WORK AND SCHEDULING

- 18.0.1 For all employees except Casual appointments, the normal work week shall consist of five (5) days to a maximum of seven (7) hours each, to a maximum of thirty-five (35) hours per week.

- 18.0.2 All employees, except Casuals and Student Casuals, shall normally have two (2) consecutive days off each week.
- 18.0.3 For employees holding Casual appointments, the normal work week shall consist of a maximum of forty (40) hours comprised of a maximum of five (5) work days of a maximum of eight (8) hours each.
- 18.0.4 All employees shall have not less than eight (8) hours off between scheduled work periods, except in the case of unforeseen emergencies.
- 18.0.5 The daily hours of work shall normally run consecutively, inclusive of paid and unpaid rest and meal breaks specified in Article 19.
- 18.0.6 For only Student Casuals working in Athletics or Sport & Wellness:

Article 11(3) of the Alberta Employment Standards Regulation 14/1997 (with amendments up to and including Alberta Regulation 130/2015) shall be deemed to apply:

“If an employee is (a) employed in a recreation or athletic program on a part time basis by a municipality, Metis settlement or community service organization that is not operated for profit, for less than 2 consecutive hours of work, the employer must pay the employee for 2 hours of work at not less than the minimum wage to which the employee is entitled.”

- 18.0.7 Where the University determines it necessary to change the schedule of an employee, either on a temporary or ongoing basis, the change shall be implemented on the basis of operational requirements.

When more than one shift schedule exists in a work area on an ongoing basis, an employee may request to be considered for the schedule change and such request shall not be unreasonably denied, subject to operational requirements.

- 18.0.8 Where the University requires that the scheduled shift of an employee be temporarily changed by more than one (1) hour, it shall provide seven (7) calendar days of notice of the change and such change shall not extend beyond fourteen (14) calendar days. Where a change is ongoing or affects an employee's scheduled day(s) off, twenty-eight (28) calendar days of notice shall be provided.
- 18.0.9 If sufficient notice is not provided, overtime will be paid for the first shift so changed, or for that portion of the shift not originally scheduled.

18.0.10 Where an emergency arises, the University may make temporary changes as required without notice to the employee. Such changes shall not remain in effect for more than fourteen (14) calendar days. This provision shall not be used repeatedly to circumvent the requirement for notice given under Article 18.0.8.

18.0.11 Overtime pay shall not apply where employees mutually agree to trade shifts or start/stop times and the University agrees to the change.

19.0 REST AND MEAL BREAKS

19.0.1 Normally, an unpaid meal period of one (1) hour shall be granted at approximately mid-point in the employee's regular work day, the unpaid meal period may be reduced on a continuing basis to one-half (0.5) hour with mutual written agreement between the employee and their OOS Manager.

19.0.2 On rare occasions an employee may be required, in writing, by their OOS Manager to work through their scheduled unpaid meal period and be unable to leave their station of employ for the minimum one-half (0.5) hour. In such case, the employee shall be compensated for the missed unpaid meal period either through time off in lieu at a rate of 1.5x or paid at the applicable overtime pay rate.

19.0.3 Employees shall be permitted a paid rest period of fifteen (15) minutes during each scheduled work period of three and one-half (3.5) hours or more. Such time is to be taken in accordance with a schedule arranged with the OOS Manager. The general expectation is that one paid rest period of fifteen (15) minutes shall normally occur in the first half of the shift, and one in the latter half of the shift.

19.0.4 Notwithstanding Article 19.0.1, on shifts of less than five (5) hours duration, an unpaid meal break is not required to be provided. On work day shifts of five (5) hours to six (6) hours duration, the unpaid meal break may be waived by mutual agreement between the employee and their OOS Manager, with notice provided to Human Resources and the MSA. In such cases, the employee shall still be provided a paid rest period of fifteen (15) minutes duration at least once every two and one-half (2.5) hours.

19.0.5 Provided that no employee is required to work in excess of two and one-half (2.5) hours without a break, the timing of the unpaid meal break may be shifted from the mid-point of the work day by up to one and one-half (1.5) hours either way and both paid fifteen (15) minute breaks be taken consecutively in the mid-point of the longest portion of the shift by mutual written agreement between the OOS Manager and a minimum of 75% support of the group of affected employees. Where operationally required all affected employees' breaks will be adjusted accordingly.

20.0 ALTERNATIVE WORK ARRANGEMENTS

20.0.1 Alternative hours of work may be implemented by mutual agreement of the OOS Manager and the employee(s). These arrangements are appropriate only where operations do not require routine and standardized hours of work. All positions of the same or similar requirements must be given equal consideration. Consideration of work events such as team meetings and core duties must be given when adjusting time or making appointments to ensure maximum participation in workplace activities.

20.1 Start and End Times

20.1.1 The Parties agree that for employees in some positions, flexibility around their start and end time provides the opportunity to meet personal needs while allowing the University to meet operational needs. The following considerations are required when implementing these arrangements.

20.1.2 Employees must make a request to their OOS Manager to change their start and end time.

20.1.3 Changes for specific reasons must be mutually agreed to at least one day in advance. Frequency of changes to start and end time must be limited to have consistency in the work unit.

20.2 Working from Home or Off Campus Work Requirements

20.2.1 This section applies to employees who work at home or at an off-campus work location (e.g. Recruiters). Decisions to approve requests to work from home will be made by the OOS Manager based on consideration of the nature of the work, the employee skill and capacity, supervision requirements, and providing fair and equal opportunity for employees in the work unit. All responsibilities and performance expectations will apply.

20.2.2 It is expected that the employee be available for work during normal business hours. However, the employee has the flexibility to structure the seven (7) hours of work within a daily 24 hour period provided that the employee receives prior approval from their OOS Manager. From time to time employees with work at home arrangements will be required to work on site due to operational requirements.

20.2.3 Working from home agreements will be jointly developed with the OOS Manager, Human Resources, and the MSA.

20.2.4 Arrangements to work at home will be in writing and will outline the following provisions:

- Requirements to be on-site to meet operational needs.
- An employee will not be entitled to shift differential except when directed by the University to work during hours that qualify for shift differential.
- An employee will not be entitled to overtime payment except when directed by the University to work in excess of the normal hours of work as defined in Article 18.
- The University may visit the home office for business and inspection purposes; however, the employee will receive twenty-four (24) hours of notice or such shorter period as mandated by law in advance of such visits. Such visits will occur during normal business hours of the administrative offices of the University, except in cases of emergency.
- The employee will report all absences from work to their immediate OOS Manager or designate.
- It is understood that dependent care provisions will be in place during hours of work.
- Dates will be specified for review of each agreement, at least annually.

20.2.5 Occasional arrangements to work at home may occur without a formal agreement and with mutual agreement with the OOS Manager and may occur on an infrequent basis to meet either operational or employee needs.

21.0 STATUTORY HOLIDAYS

21.0.1 The following days shall be observed as statutory holidays:

| | |
|-------------------------|--------------------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Christmas Floater Holidays (3) |
| Civic Holiday in August | |

and such other holidays as may be declared from time to time by the Lieutenant Governor or Governor General in council to be observed by the citizens of the Province of Alberta.

- 21.0.2 a) In the event that any of these holidays fall upon a Saturday or Sunday, the University will designate the holiday the next following Monday or as otherwise declared for employees of the Government of the Province of Alberta.
- b) The dates designated for Christmas floater holidays will be at the discretion of the University.
- 21.0.3 When a statutory holiday falls on a day that would otherwise be an employee's regularly scheduled day off, the employee shall receive an alternate day off. Where such alternate day off cannot be arranged within one (1) month of the holiday, the employee shall receive one (1) day's pay at the employee's basic rate of pay in lieu of the holiday.
- 21.0.4 Leave for religious holidays or ceremonial events may be taken as paid personal leave days in accordance with Article 34.3, or granted without pay according to the approval provisions of Article 34.8.
- 21.0.5 To be eligible for statutory holiday benefits, an employee must be actively at work or on an approved leave on their last scheduled working day preceding and their first scheduled working day following the statutory holiday as observed by the University.
- 21.0.6 Employees shall be paid at one and one-half (1.5) times their regular rate for all hours worked on the Statutory Holiday plus;
- one (1) day's pay at their regular rate of pay; or
 - at the employee's request, an additional day off with pay at their regular rate of pay at a time mutually agreeable to the employee and the appropriate OOS Manager. Where such alternate day off cannot be arranged within one (1) month of the holiday, the employee shall receive one (1) day's pay at their regular rate of pay in lieu of the holiday.

21.1 Specific to Other Than Full Time Employees

- 21.1.1 Part time Continuing, part time Recurring Term, and part time non-recurring and employees shall be eligible for statutory holiday pay, as per Article 21.0.6, when they are regularly scheduled to work on the date of the holiday or the date observed by the University. In the event that an employee is scheduled to work both, the employee will only receive the statutory holiday pay for one of the days. These employees shall not be eligible for statutory holiday pay when they are not regularly scheduled to work on the date of the holiday.

21.1.2 For employees holding Casual appointments - statutory holiday pay at the rate of four (4) % of gross regular earnings.

21.1.3 Casual employees who work on the Christmas Floater holidays described in Article 21.0.1(b) shall not be eligible for statutory holiday pay.

22.0 SALARY ADMINISTRATION

22.0.1 The University shall pay salaries and wages bi-weekly to employees covered by this Agreement in accordance with the attached schedule.

22.0.2 On or prior to each payday, each employee shall be provided with an itemized statement of their earnings and deductions, which can be accessed electronically the employee portal.

22.0.3 An overpayment made to an employee as a result of an error on the part of the University, shall be recovered in a manner that is reasonable under the circumstances.

22.0.4 In the event that such overpayment exceeds \$50 and no mutually acceptable arrangement for repayment can be reached, then the period of time during which the overpayment is recovered from the employee's salary shall equal the amount of time during which the total overpayment was accumulated, as long as this meets the requirements set by Employment Standards and the Canada Revenue Agency.

22.0.5 The Parties agree that there are positions in Residence Services where live-in accommodation is the only compensation, or is included as part of the position's compensation. Such accommodation may be provided at no cost to the employee, but shall be considered a taxable benefit as determined by Canada Revenue Agency and MSA dues shall be remitted. The amount of the taxable benefit is not negotiable between the Parties to this agreement.

22.0.6 Casual employees hired to perform work that is paid for a quantity of output rather than for a fixed unit of time (i.e. hourly) may be paid on a "piece rate" negotiated with MSA.

22.1 Grid Placement

- 22.1.1 Upon hire, employees will normally be placed at step one (1) of the appropriate salary band for the position, or up to step three (3) for directly related experience in the past three (3) years, as determined by the hiring manager in consultation with Human Resources. The appropriate salary band will be determined in a manner consistent with the approach used for all bargaining unit employees and the job classification system that is mutually agreed to between the University and MSA. Written rationale for the placement of salary beyond step one (1) of the band must be provided to Human Resources with the new hire documentation.
- 22.1.2 Upon promotion through a posted competition or through position reclassification, a current employee shall be placed on the band appropriate to their new position. Step placement will follow the same principles as salary placement upon hire, provided it results in at least a 6% increase. Placement in the new pay band shall be at step 1 (or up to step 3 in consultation with Human Resources, for directly related experience in the past three (3) years), or the lowest step that provides at least a 6% increase, whichever is greater.
- 22.1.3 The employee's anniversary date will be adjusted to the effective date of the change.
- 22.1.4 Upon reclassification to a higher salary band, in consultation with Human Resources and MSA, outstanding performance and the length of time performing higher-level activities without reclassification can result in an additional placement of up to two (2) steps when used in conjunction with Article 22.1.2.
- 22.1.5 Transfer to a position within the same salary band is considered a lateral transfer and there will be no adjustment to compensation and the employee's anniversary date shall not be changed as a result.
- 22.1.6 Upon reclassification or non-disciplinary reassignment that results in placement in a lower pay band, the employee shall have their salary maintained at their existing rate for a maximum of twenty-four (24) months from the effective date of the change, or until such time as the applicable salary rate in the new pay band equals or surpasses their existing salary rate.

22.2 Increments

- 22.2.1 Increments shall normally be granted upon the completion of 1820 regular hours in that position, excluding unpaid leaves of absences as per Article 34.8.

22.2.2 Increments and Performance

- 22.2.2.1 The granting of increments may be adjusted based on performance, following documented Workplace Engagement conversations as per Article 31.0. Written rationale must be provided by the OOS Manager to Human Resources, with a copy to the MSA.
- 22.2.2.2 In cases of outstanding performance, an additional increment may be granted in any twelve (12) month period.
- 22.2.2.3 In cases of less than satisfactory performance, an increment may be withheld as a part of progressive discipline under Article 41.0.

23.0 OVERTIME AND PREMIUMS

- 23.0.1 Employees may be required to work hours in excess of the normal hours of work. Such hours shall be considered overtime and must be authorized by the appropriate OOS Manager, or their designee, in advance of such time being worked.
- 23.0.2 All time worked in excess of the normal work day, regular work week, or on a regularly scheduled day off, shall be considered overtime.
- 23.0.3 Notwithstanding any other provision of Article 23, an employee who is granted a Casual appointment (in a different job), in addition to their regular full-time or part-time appointment, shall have their hours considered separate and distinct for the purpose of calculating overtime entitlement.

23.1 Overtime

- 23.1.1 On a normal work day - Employees shall be compensated for all time worked in excess of the regular work day at the rate of one and one-half (1.5) times their regular rate of pay.
- 23.1.2 On a normally scheduled day off - Employees shall be paid one and one-half (1.5) times their regular rate for all hours worked on a regular scheduled day off.
- 23.1.3 On a Statutory Holiday – Where an employee works overtime on a Statutory Holiday, the Statutory Holiday pay as outlined in Article 21 shall not apply for the overtime hours worked on the Statutory Holiday. Pay for overtime worked on a Statutory Holiday shall be paid at a rate of two (2) times the employee's rate of pay.

- 23.1.4 During a normal work week - Employees shall be compensated for all time worked in excess of a regular work week at the rate of one and one-half (1.5) times their regular rate of pay.
- 23.1.5 Overtime entitlements earned under Article 23 shall not be cumulative so as to provide for the payment of more than one and one-half (1.5) times or two (2) times the Employee's regular rate of pay, whichever applies, for any overtime worked.
- 23.1.6 Employees, except Casuals and Student Casuals, may, by way of mutual agreement with the appropriate OOS Manager, take time off in lieu of payment for overtime worked, i.e., one (1) hour overtime worked, one and one-half (1.5) hours off.
- 23.1.7 A choice made under Article 23.1.6 cannot be changed once selected without the approval of the appropriate OOS Manager.
- 23.1.8 Overtime accrued during each fiscal year shall be taken within six (6) months of the end of the fiscal year, unless the Employee receives written approval from the appropriate OOS Manager prior to the end of the fiscal year to carry forward banked time. Any unused overtime shall be paid out at the applicable overtime rate.

24.0 OVERTIME AVERAGING AGREEMENTS

- 24.0.1 An overtime agreement allows overtime hours to be banked and subsequently taken off with regular pay instead of overtime pay. For every hour of overtime worked, one hour must be banked. The determination of eligible employees for voting purposes will be determined by the Parties at the time of voting. The overtime agreement must be supported by a minimum of 75% of eligible employees within a defined work unit and their OOS Manager, plus be approved by Human Resources and the MSA. The provisions of the overtime agreement will bind all employees of that particular group. All new employees hired into the work group are subject to the overtime agreement.
- 24.0.2 Employees may make a request to the OOS Manager to implement an overtime agreement. Overtime agreements will be jointly developed with the OOS Manager, Human Resources, and the MSA. Overtime agreements will be reviewed by the Parties on an annual basis. Overtime agreements are appropriate only where operations do not require routine and standardized hours of work.
- 24.0.3 To ensure compliance with the overtime agreement, each employee shares the responsibility for monitoring their own hours and notifying their OOS Manager, Human Resources and/or MSA if additional overtime hours are being requested.

- 24.0.4 Overtime averaging agreements will include the following components:
- a) names of the employees covered by the agreement;
 - b) the threshold that will be in effect with respect to payment of overtime.
Maximum thresholds are as follows:
 - i) daily maximum of 11 hours,
 - ii) individual weekly maximum of fifty (50) hours, with a maximum average hours per week of thirty-five (35),
 - c) an averaging time period not exceeding twelve (12) weeks, during which time hours will be averaged and paid at straight time
 - d) the maximum bank that can be accumulated under the arrangement
 - e) the application of shift differential
 - f) the process for scheduling time off in lieu for banked time
 - g) how the agreement is terminated, and
 - h) the notice time required for the agreement to be terminated by either party
- 24.0.5 Time in excess of the overtime agreement, or at the termination of the agreement, will be banked or paid out at the applicable overtime rate in accordance with Article 23.1.

25.0 ON CALL

- 25.0.1 On-call is defined as a period of time, outside of an Employee's regularly scheduled work hours, during which the University designates an Employee to be, if so required, immediately available to return to work.
- 25.0.2 Work units that require employees to be on-call will develop and post an on-call schedule at least six (6) weeks in advance. Reasonable attempts shall be made to develop the on-call schedule to have an equitable distribution between those employees in the work unit who are qualified, able and willing to be on call. Employees shall not unreasonably refuse to be placed on the on-call schedule.
- 25.0.3 An Employee shall not normally be designated to be on-call on two (2) consecutive weekends where other qualified staff are available.
- 25.0.4 An employee shall not be on call when they are on vacation or on a sick leave or other leave of absence.
- 25.0.5 On regularly scheduled work days the Employee shall be compensated the amount of one and one-half (1.5) hours at their regular rate of pay for each twenty-four (24) hour period on call.
- 25.0.6 On regularly scheduled days off, including vacation and Statutory Holidays, the Employee shall be compensated the amount of three (3) hours at their regular rate of pay for each twenty-four (24) hour period on-call.

26.0 CALL BACK

- 26.0.1 Except in emergency situations or when the designated on-call employee is unavailable, employees shall not be called back unless they are the designated employee on the schedule.
- 26.0.2 When an Employee is called back to work outside of their normal working hours during the period in which they were on-call, they shall be compensated for a minimum of three (3) hours pay at one and one-half (1.5) times, or the applicable overtime rate for actual hours worked during such call back inclusive of travel time, whichever is greater.
- 26.0.3 When a call back forms a continuous period with the staff member's normal working hours:
- their normal working hours shall not be reduced as a result of the call back,
 - the minimum three (3) hours shall not apply, and
 - the applicable overtime rate of pay shall apply to the call back hours worked.
- 26.0.4 Whether or not an employee is required to attend to the job site, when an employee who is scheduled to be on call spends time on the telephone to resolve a work-related issue, they shall be paid the appropriate overtime rate of pay in fifteen (15) minute increments (rounded up to the nearest fifteen (15) minutes increment) for time spent on the telephone and documenting calls.

27.0 SHIFT PREMIUMS

- 27.0.1 Shift premium shall be paid at one dollar and thirty cents (\$1.30) per hour on all hours worked from 5:00 P.M. to 7:00 A.M. However, for Student Casuals working in Residence, Retail and Campus Services, Athletics or Sport & Wellness, shift differential shall be paid only on hours worked from midnight to 7:00 am.
- 27.0.2 Article 27 shall not apply to Employees eligible for overtime payment under Article 23.

28.0 POSITION EVALUATION

- 28.0.1 Each position shall have an accurate position description and be assigned to a pay band on the salary grid.
- 28.0.2 The Parties agree that employees will not regularly be assigned higher-level responsibilities than is identified in their job description without appropriate compensation.

28.0.3 Unless restricted under Article 28.5.1, when either the University or an employee believes that the duties or responsibilities of the job significantly differ from the position description, they may initiate a position review. MSA shall be notified of University-initiated reclassifications of unencumbered positions.

28.1 Review Process

28.1.1 The following process for position review shall be followed.

- i) The affected employee shall receive a copy of their current position description from their OOS Manager, as applicable.
- ii) The employee and their OOS Manager will meet to discuss the differences between the job being performed and the position description.
- iii) If the manager agrees that the position is different from the position description, a revised position description will be completed by the manager and provided to the employee for review.
- iv) If the manager and employee do not agree that the position description accurately reflects the job duties, they may formally enlist the assistance of both MSA and Human Resources to resolve the differences.
- v) If the Parties cannot reach agreement, either party may forward the disputed items through the Dispute Resolution Process under Article 45.
- vi) Once the position description is agreed upon, both the OOS Manager and the employee will sign the document and forward it to both Human Resources and MSA.
- vii) A position description shall be considered complete once it has been signed by the appropriate OOS Manager, the employee, Human Resources and MSA.

28.2 Evaluation by Human Resources

28.2.1 Upon receipt of the completed position description, Human Resources will evaluate its classification. At any point during the evaluation, Human Resources may consult with the MSA with respect to the findings.

28.2.2 Human Resources will provide a written decision letter to the employee and OOS Manager within ninety (90) calendar days from receipt of the completed position description form. The MSA will be provided with a copy of the rationale for the decision, including the breakdown of classification factors. To ensure appeal timelines are not hindered, the above information will be issued simultaneously to all Parties.

28.3 Position Evaluation Effective Date

28.3.1 Any adjustment to the employee's salary shall be retroactive to the date Human Resources either received the completed position description form, or was formally notified to assist in resolving a dispute involving job duties under Article 28.1.1(iv), whichever is earlier.

28.4 Position Evaluation Appeals

28.4.1 An Employee who disagrees with the decision made by Human Resources may contact MSA to initiate an appeal through the Dispute Resolution Process beginning at Stage 1 Formal Internal Resolution under Article 45.4. Such appeal must be submitted within thirty (30) working days of receiving the written decision from Human Resources. If an appeal is not initiated by MSA within thirty (30) working days, the matter shall be considered resolved.

28.5 Restriction from Further Review and Appeal.

28.5.1 Following resolution of the matter, either through acceptance of Human Resources' decision above, or following an Arbitrator's decision under the Dispute Resolution Process, any further related action cannot be initiated for twelve (12) months from the date MSA received the decision, unless there is mutual agreement between the Parties to do so.

29.0 TRANSFERS

29.0.1 An Employee may apply through open competition for any posting within the University and if they are the successful candidate, such change shall be actioned as a transfer.

29.0.2 Term appointments of bargaining unit employees to a position within the bargaining unit shall be actioned as transfer. Temporary appointments outside the bargaining unit shall be actioned as secondments.

29.0.3 A continuing employee selected for a term position shall continue to be treated as a continuing Employee during the transfer. The employee shall not be required to submit a letter of resignation. At the conclusion of the term, or at the end of any extension, the Employee shall be entitled to return to their continuing position.

29.0.4 The OOS hiring manager, in consultation with Human Resources, shall be responsible for coordinating the timing of the transfer with the previous OOS Manager. They shall consider:

- The best interest of the employee for a timely and smooth transition, and
- Business requirements.

29.1 Trial Period

29.1.1 Upon transfer to a higher classified position, an Employee shall serve a trial period of six (6) months.

29.1.1.1 During the trial period, an Employee shall receive:

- Reasonable orientation,
- General performance related feedback, and
- Specific Workforce Engagement (“WE”) conversations in accordance with Article 31.

29.1.2 If an Employee transfers to a higher classified position during their probationary period, then the Employee shall immediately begin a trial period at the conclusion of the probationary period.

29.2 Reversion

29.2.1 The employee shall be returned to their former position under the following circumstances:

- If the employee proves unsatisfactory in a position during the trial period, or
- If the employee determines they are unable to perform the duties of the new position, and
- the former position has not been offered to another person on a continuing basis.

29.2.2 If the position has been offered to another person on a continuing basis, or the position is not available, the OOS Manager shall make every reasonable effort to reassign the Employee to a position in which they are qualified and capable of performing.

29.2.3 When the University has initiated the reversion under Article 29.2.1, and is unable to effect a reassignment which is mutually agreeable under Article 29.2.2, the Employee may have their employment terminated upon notice in accordance with Article 43.3 or three (3) months of notice, whichever is greater, or payment of salary in lieu of notice, or a combination thereof.

29.2.4 Where the Employee has initiated the reversion and the University is unable to effect a reassignment which is mutually agreeable, the Employee may choose to continue in their current position or have their employment terminated with three (3) months of notice or payment of salary in lieu of notice or a combination thereof.

29.2.5 An Employee's anniversary date shall remain unchanged as a result of a reversion.

30.0 POSITION ADJUSTMENTS

30.0.1 MSA recognizes the University's right to organize the workforce and make determinations for efficient operation of the University as required, subject to the terms of this agreement.

30.1 Reporting Change

30.1.1 In the event of a change to the reporting structure of bargaining unit employees, the University will notify MSA prior to notification to affected employees.

30.2 Reassignment

30.2.1 Article 30.2 applies to continuing employees.

30.2.2 The University may reassign employees to positions which they are qualified to perform in their same classification and pay band as required for operational needs, as well as designate whether the reassignment is either compulsory or voluntary. The Parties agree to discuss any substantive changes that may result.

30.2.3 The University will notify MSA prior to the reassignment discussions with an affected employee.

30.2.4 The salary rate and anniversary date of an employee will not be changed upon reassignment. The reassigned employee will not be required to serve a trial period in the new position.

30.2.5 If an employee rejects a compulsory reassignment to a comparable position, except when it is specifically offered by the University as an option due to position abolishment, the employee is effectively resigning from their employment and the provisions specified in Article 43 do not apply.

30.3 Temporary Performance of other Duties

30.3.1 Acting Appointments

- 30.3.1.1 An “Acting” appointment will occur when an individual is temporarily assigned by the appropriate OOS Manager to assume the full responsibilities of a higher classification. During the assignment, the Employee will vacate their original position. Such Employee shall remain under the terms of this agreement.
- 30.3.1.2 The Employee shall be paid within the salary range for the higher classification in accordance with Articles 22.1.2 and 22.1.3. Adjustments to increments will occur as per Article 30.3.1.6. Increments will not be applied to the acting appointment.
- 30.3.1.3 The Acting appointment shall not exceed twelve (12) months.
- 30.3.1.4 An Employee who is assigned to an Acting position shall be guaranteed the option of returning to a position at the same level as the one vacated.
- 30.3.1.5 An Employee may be returned to their regular position prior to the anticipated end of their Acting appointment with one (1) months of notice.
- 30.3.1.6 An Employee who has been serving in an Acting position and returns to their regular position shall have their salary adjusted to that which would have been in effect if they had continuously occupied the original position.
- 30.3.1.7 Holding an Acting appointment will not grant any special rights or preference in a subsequent open competition for the position held on an Acting basis if and when it is to be filled on an ongoing basis.
- 30.3.1.8 An Employee shall be entitled to refuse an Acting appointment without jeopardizing their current employment.

30.3.2 Additional Responsibility Assignment

- 30.3.2.1 An “Additional Responsibility” assignment will occur when an individual is requested by the appropriate OOS Manager to assume specific additional responsibilities from a higher classification, and the individual accepts such an assignment. The Employee will continue to carry out the majority of the duties within their existing classification during the period of assignment.

- 30.3.2.2 Additional Responsibility assignment shall not replace the formal reclassification of a position or be used during the time period while awaiting reclassification of a position.
- 30.3.2.3 An Additional Responsibility assignment shall not exceed one hundred twenty (120) calendar days. In a situation where an extension to the assignment is desired, a request shall be made to Human Resources with details for the reason of the extension. Human Resources will consult with MSA prior to the approval of any extension.
- 30.3.2.4 The minimum period of assignment must be greater than five (5) consecutive working days. Where the assignment exceeds five (5) consecutive working days, all scheduled shifts shall be eligible for Additional Responsibility pay. An Employee's Additional Responsibility assignment shall not be broken into periods of five (5) days or less for the purpose of circumventing this provision.
- 30.3.2.5 An Employee assigned additional responsibilities from a higher level in-scope classification shall receive a premium of three (3) % above their existing rate of pay for all hours worked. An Employee assigned additional responsibilities from a higher level OOS classification shall receive a premium of five (5) % above their existing rate for all hours worked.
- 30.3.2.6 An Employee may be removed without notice from an Additional Responsibility assignment.

30.4 SECONDMENT TO NON-BARGAINING UNIT POSITIONS

- 30.4.1 Secondments allow the University to access existing employee skill sets in order to address temporary project needs or special requirements in OOS positions, while providing developmental opportunities to bargaining unit employees.
- 30.4.2 Secondments shall be by appointment. Employees within the immediate work area, who would be considered reasonably qualified, will be informed of the opportunity and allowed to express interest in the secondment. The selection shall be at the sole discretion of the University, subject to the agreement of the candidate.
- 30.4.3 A continuing Employee selected for a secondment shall continue to be treated as a continuing Employee during the secondment. At the conclusion of the secondment, or at the end of any extension, the Employee shall be entitled to return to their continuing position.

- 30.4.4 A Continuing Employee shall serve a trial period of twenty (20) working days in the secondment. During the trial period either the University or the Employee may elect to discontinue the secondment and the Employee will return to their continuing position.
- 30.4.5 Rates of pay and other conditions of employment will be established on the basis of the classification of the position seconded to.
- 30.4.6 Upon the Employee's return to the continuing position, the Employee's salary will immediately return to the rate of pay the Employee previously held, subject to any increases that would have otherwise occurred. An Employee's anniversary date, for the purposes of qualifying for an increment, shall not be changed as a result of the secondment.
- 30.4.7 Articles 30.4, 41, 43, and 45 apply to an employee during the term of the secondment. The MSA agrees that it has no standing to negotiate terms and conditions of the OOS position that the employee is being seconded into. MSA dues shall continue to be deducted and remitted during the time of secondment based on the salary of the employee's bargaining unit position from which they were seconded.
- 30.4.8 MSA shall be notified in writing of the names of all employees being seconded to non-bargaining unit positions, and the effective date and duration of the secondment.

31.0 WORKFORCE ENGAGEMENT ("WE" Conversations)

- 31.0.1 The Parties support an engaged, accountable, and productive workforce. To meet this goal, we agree to implement the following process for ensuring communication on a regular and ongoing basis between the employee and manager(s). The in-scope manager and the OOS Manager will both play a role in the communication process. The purpose is to recognize an employee's achievements and foster growth in the current position, and prepare for future positions at the University.
- 31.0.2 Regular and ongoing conversations are encouraged and may be initiated by either the employee or the manager. The process includes a minimum of two focused conversations per year with the OOS Manager for all positions in the bargaining unit, as well as at the midpoint and end of the probationary period.

31.0.3 The initial conversation will be the opportunity to set the expectations for future conversations. The role of the in-scope manager as the functional supervisor is to have more frequent and regular conversations with team members, and to contribute to the bi-annual conversations with the OOS Manager. For some positions, employees may be required to complete an annual report at the end of the fiscal year. These positions will be identified by the level and complexity of the work. At least one focused conversation must be completed before discussion of the annual report.

31.0.4 The focused conversations will include and be guided by standard concepts such as:

- Recognition of achievements since the last meeting,
- Knowledge gained since the last meeting,
- Goals at both the individual and department level for the next period,
- Requirements to be able to be effective in achieving goals such as professional development opportunities, support from manager(s), etc.
- Specific concerns that the employee has about their work.

31.0.5 The Parties agree to jointly develop materials to support the implementation of the program in the first year of this agreement.

32.0 STAFF DEVELOPMENT

32.0.1 Bargaining unit employees are eligible for staff development assistance according to the provisions of the Career Development Fund.

32.0.2 In administering the Career Development Fund, the University shall ensure:

- MSA members are provided equitable access to available funds.
- Flexibility is provided to members in their selection of professional development opportunities, provided it meets the general objectives of enhancing job enrichment, transfer and/or promotional opportunities.
- The parties recognize that it is not intended for the funding provided through the Career Development Fund to be used for University-required training and/or certification.

32.0.3 Support for learning activities provided through other programs (i.e. Access to Learning etc.) shall be provided according to applicable university policy and programs.

32.0.4 The University will transfer \$25,000 to MSA on an annual basis to support the MSA's administration of an in-service training program for bargaining unit employees.

32.0.5 The Terms of Reference for the administration and use of these funds shall be jointly developed between the Parties. The MSA Professional Development Committee will administer this in-service program in accordance with the Terms of Reference to supplement the broader Learning and Development programs administered by the University for bargaining unit employees. A representative of Human Resources shall be informed of MSA Professional Development committee meetings and welcomed to attend and provide input and consultation to facilitate complementary objectives.

32.0.6 MSA will provide annual financial reporting of fund utilization to Human Resources.

33.0 VACATION

33.0.1 Employees holding Continuing appointments shall accrue vacation credits at the following vacation entitlements;

- Up to the end of three (3) years of service – fifteen (15) working days annually.
- From the beginning of the fourth (4th) to the end of the ninth (9th) year of service – twenty (20) working days annually.
- From the beginning of the tenth (10th) to the end of the fifteenth (15th) year of service – twenty-five (25) working days annually.
- In the sixteenth (16th) and subsequent year of service – thirty (30) working days annually.

33.0.2 A part-time Employee's annual vacation credits shall be based on the percentage of completed full-time equivalent paid hours (i.e. 1820).

33.0.3 Employees holding Term appointments, where the Term appointment is full time for one (1) year or more, shall accrue vacation credits as per the vacation entitlements in Article 33.0.1, as applicable, pro-rated to the term of the appointment.

33.0.4 Employees holding Recurring Term or Casual appointments or Term appointments, where the Term appointment of less than full time or less than one (1) year, shall earn vacation pay as follows;

- Employees with four (4) or less years of continuous service shall earn vacation pay at the rate of four (4) % of gross regular earnings. Article 33.0.5 shall not be applicable.
- Employees with more than four (4) years of continuous service shall earn vacation pay at the rate of six (6) % of gross regular earnings. Article 33.0.5 shall not be applicable.

- 33.0.5 An Employee, upon request to the appropriate OOS Manager, shall have any previous periods of MacEwan employment considered when establishing rates of vacation entitlement.
- 33.0.6 For the purpose of establishing the appropriate vacation entitlement under this provision, a year of service shall be calculated on the basis of 1820 paid hours.
- 33.0.7 Employees may request and take their earned vacation credits at any time during the year, subject to prior approval of the appropriate OOS Manager, operational requirements, and any specified black-out periods agreed upon between the Parties. This shall not preclude the use of an annual vacation planning calendar for administering a fair system of scheduling and prioritizing vacation leaves between employees. Requests for vacation utilization shall be submitted in writing to the employee's immediate OOS Manager.
- 33.0.8 Wherever possible, requests for vacation periods of less than five (5) days duration should be made at least one (1) week prior to the first day of planned vacation. The OOS Manager shall provide a response to the request as soon as possible following receipt of the request.
- 33.0.9 In general, requests for vacation of more than five (5) days should be submitted at least three (3) weeks prior to the start of the planned vacation. The OOS Manager shall provide a written response to the request within ten (10) days of receiving the request.
- 33.0.10 The Child Care Lab School will close for a two (2) week period during the summer as a strategy to reduce the cost of vacation coverage and allow for more efficient planning. Affected employees are encouraged to schedule their vacation time accordingly, as well as maintain sufficient days in their vacation entitlement bank in order to cover this period of closure. If an affected employee does not have sufficient vacation accrual to cover the period of closure, the remainder of the closure will be unpaid. Dates of closure of the Child Care Lab School will be determined annually by the University and notice provided to affected employees at least 6 months in advance.
- 33.0.11 Employees shall earn vacation credits at the appropriate rate immediately upon hire and up to the date of termination. Determination of the rate of accrual of vacation entitlement will be made on each employee's anniversary date.
- 33.0.12 An Employee shall earn vacation credits while on paid sick leave.

33.0.13 Employees shall not earn vacation credits:

- a) during periods of approved unpaid leave of absence;
- b) following ninety (90) days during which the Employee is in receipt of Workers' Compensation Benefits; or
- c) while in receipt of STD and LTD;

however, for the purpose of determining vacation accrual rates, as set out in Article 33.0.1, absences due to parental leave, disability leave, or Compassionate Care Leave shall be included in years of service calculation.

33.0.14 Vacation credits accrued during each vacation year of service shall normally be taken the following year, within twelve (12) months after the end of the vacation year in which they were earned. Vacation credits may not be carried forward beyond this time unless the Employee receives written approval from the appropriate OOS Manager prior to the end of the vacation year.

33.0.15 Upon the approval of the appropriate OOS Manager, vacation credits to a maximum of ten (10) days may be utilized prior to the accrual of such credits. In the event that an Employee leaves their employment and has taken unearned vacation credits, they shall repay the University for those days outstanding at the time of separation, in a manner suitable to the University.

33.0.16 If a Statutory Holiday as defined under Article 21.0.1 falls during an employee's vacation, such day shall be paid as a Statutory Holiday and shall not reduce the Employee's vacation credits.

33.0.17 Employees holding Continuing appointments who resign with proper notice or whose employment is terminated shall receive vacation pay at the regular rates of pay in effect at such time, in lieu of said vacation earned but not taken.

33.0.18 If an Employee terminates their employment or has their employment terminated while on probation, vacation pay at the rate of four (4) % of earnings, since date of appointment, shall be paid in full settlement of any and all claims for such benefits.

34.0 LEAVES

34.1 Sick Leave

34.1.1 The Parties agree that sick leave is for the protection of income that would otherwise be lost due to illness.

34.1.2 Sick leave entitlements shall be accrued:

- a) For Employees holding Full Time Continuing appointments – one (1) day per month based on the percentage of eligible hours completed, to a maximum of thirty (30) days.
- b) For Employees holding Part Time Continuing appointments, as per Article 34.1.2 (a) on a pro-rated basis.
- c) For Employees holding Recurring Term appointments, or term appointments where the appointment is full time for ten (10) months or more – as per Article 34.1.2 (a), pro-rated to the term of the appointment. Upon reappointment to a recurring term appointment, unused sick leave entitlement shall be carried forward.

34.1.3 Article 34.1 shall not apply to employees holding Casual appointments, or Term appointments where the appointment is less than full time or for less than ten (10) months.

34.1.4 Employees shall be granted fourteen (14) hours of sick credits immediately upon hire, and shall commence earning sick credits at the appropriate rate up to the date of termination. Employees shall earn sick credits while on paid sick leave.

34.1.5 Employees shall not earn sick credits:

- during periods of approved unpaid leave of absence,
- following 90 days during which the Employee is in receipt of Workers' Compensation Benefits, or
- while in receipt of STD and LTD.

34.1.6 When reasonable and appropriate, proof of illness acceptable to the University may be required to substantiate any claim for sick leave, or sick leave benefits. Such requests shall be made during the period of illness. In the event that such proof, when requested, is not produced in a reasonable period of time following the leave, such days of absence will be recorded as leave without pay.

34.1.7 Upon the submission of proof of payment, costs incurred by an employee as a direct result of the University requesting proof of illness shall be reimbursed by MacEwan. Employees will not be eligible for reimbursement of any costs associated with application for short term or long-term disability benefits.

34.1.8 No Employee shall have their employment terminated for reason of having their sick leave exhausted.

34.1.9 When an Employee is laid off due to a shortage of work, they shall not accrue sick leave credits for the period of such absence, but shall, upon recall, retain their cumulative credit, if any, existing at the time of layoff.

34.2 Medical Appointment Leave

34.2.1 Time off with pay to attend medical, dental and eye appointments which cannot be scheduled outside of regular working hours shall be granted to employees who are eligible to accrue sick leave entitlement as follows:

- Up to three (3) consecutive hours in a day,
- Up to twenty-one (21) hours annually.

34.2.2 Paid medical appointment leave up to the limits specified requires prior authorization by the immediate OOS Manager and shall be scheduled to least interfere with the employee's regular hours of work. Additional paid medical appointment leave may be available by application for medical accommodation through Human Resources' Disability Management office. Such authorization will not be unreasonably denied.

34.2.3 Employees shall not be permitted to schedule paid medical appointment leave in conjunction with other paid leaves on the same day. If time off in excess of three (3) consecutive hours is required in a given day for medical reasons, all absence hours shall be charged against Sick Leave or Personal Leave for that day.

34.3 Personal Leave

34.3.1 Subject to reasonable notice if at all possible, and approval of their immediate OOS Manager in consultation with Human Resources, an Employee will be granted leave per year from scheduled work as specified in Article 34.3.2 with no loss in pay for personal reasons. Reasons for such leave may include, but not be limited to the following:

- Care of a hospitalized or seriously-ill relative;
- Care for casual or routine family illnesses or health-related appointments;
- Domestic emergencies which require the employee's personal attention, including care for pets;
- Religious holidays or ceremonial events;
- Bereavement of relatives or friends not otherwise covered;
- Birth or adoption not covered under maternity/parental leave;
- Other personal reasons that occur from time-to-time.

- 34.3.2 Full-time continuing employees shall be eligible for up to thirty-five (35) hours in a January 1 – December 31 calendar year. At time of hire, new full-time employees and all other employee types (except Casuals) working less than 1820 hours annually shall be pro-rated based on their anticipated schedule. The provisions of personal leave shall not apply to casual employees.
- 34.3.3 There shall be no carry-over of unused Personal Leave hours from one calendar year to the next, and unused Personal Leave hours shall not be paid out.
- 34.3.4 Personal leave shall not be available to Employees during periods of vacation, leave of absence, or unscheduled time.
- 34.3.5 Employee shall not be permitted to utilize more than one (1) Personal Leave day consecutively with a scheduled vacation leave or statutory holidays. Although more than one personal leave day may be taken in a row for the above reasons, it is not the intent for them to be used together for additional vacation purposes.
- 34.3.6 An Employee may request to utilize vacation, earned banked time, or unpaid leave as may be required for the purpose.

34.4 Maternity and Parental Leave

- 34.4.1 A Continuing Employee who has completed one (1) year of continuous service with the University, or a Recurring Term Employee who has completed twelve (12) months of total service, shall be granted a leave of absence without pay for reasons of maternity for a period not to exceed twelve (12) months duration from the date of birth of the child. The Employee shall supply written notice for such leave at least one (1) month in advance of the leave, where possible. Written notice shall be made to the appropriate OOS Manager.
- 34.4.2 Extensions of up to three (3) months may be granted by the appropriate OOS Manager, in consultation with Human Resources.
- 34.4.3 A parent not applying for leave under Article 34.4.1 and who has completed one (1) year of continuous service with the University, shall be granted a leave of absence without pay as parental leave for a period not exceeding thirty-seven (37) weeks duration. Notice requirements are as outlined in Article 34.4.1.
- 34.4.4 An Employee adopting a child is entitled to leave as outlined in Article 34.4.1, 34.4.2, and 34.4.3 as applied for, except the requirements for advance notice which shall be such notice as is reasonably possible under the circumstances.
- 34.4.5 An Employee on leave under Article 34.4 shall be entitled to Employee benefits as outlined in Article 34.8.3.

34.4.6 An Employee granted leave under Article 34.4 shall be returned to their former position, or be placed in a comparable position for which they are qualified, providing they indicate their intention to return to work by notifying the University one (1) month before intended date of return.

34.5 Compassionate Care Leave

34.5.1 An Employee who has completed fifty-two (52) consecutive weeks employment with the University and who requires leave in accordance with the Compassionate Care leave provisions of the Alberta Employment Standards Code to care for a qualified family member who is gravely ill and for whom they are the primary care giver, shall be entitled to up to eight (8) weeks of leave without pay.

34.5.2 Employees shall provide at least two (2) weeks written notice to their OOS Manager unless circumstances necessitate a shorter period. Qualified family member means a person in a relationship to the Employee for whom the Employee would be eligible for Compassionate Care Leave under the Alberta Employment Standards Code. Employees may be required to submit to the University satisfactory proof demonstrating the need for Compassionate Care Leave.

34.5.3 When an employee on compassionate care leave returns to work, the employee shall provide at least twenty-four (24) hours of notice of their intent to return to work. During such a return to work, notice of resulting schedule changes shall not be deemed to be in violation of Article 18.0.8.

34.5.4 Extensions to this leave may be granted by the appropriate OOS Manager. Benefits and entitlements will be pursuant to the provisions of Article 34.8.

34.6 Court Leave

34.6.1 When an employee is summoned or subpoenaed to appear in court in their official capacity to give evidence or to produce University records, they shall be provided leave with pay.

34.6.2 When an employee is summoned or subpoenaed to appear in court as a witness in their private capacity, as a juror or in the selection of a jury, they shall be provided leave with pay.

34.6.3 The employee will submit to their OOS Manager the document which requires them to appear as a witness or juror before being granted leave under Article 34.6.

34.6.4 An employee may request a leave without pay through their OOS Manager in order to appear in court as a plaintiff or defendant for private matters. Such approval shall not be unreasonably withheld.

34.7 Bereavement Leave

34.7.1 In the event of the death of an Employee's:

- spouse or common law spouse, parent, grandparent, son, daughter, brother, sister, or corresponding in-law, or foster child, an Employee so bereaved, on approval of the appropriate OOS Manager, may be allowed leave with pay for a period of up to five (5) working days. Such approval shall not be unreasonably withheld.

34.8 Leaves Without Pay

34.8.1 Leave of absence without pay for up to two (2) months may be granted, provided the Employee requests such leave at least two (2) weeks prior to the commencement of the leave. Leave requests must be made in writing to the appropriate OOS Manager, and approved by the appropriate OOS Manager, in consultation with Human Resources.

34.8.2 Leave of absence without pay for more than two (2) months may be granted, provided the Employee requests such leave at least two (2) months prior to the commencement of the leave. Leave requests must be made in writing to the appropriate OOS Manager, and approved by the appropriate OOS Manager, in consultation with Human Resources.

34.8.3 Subject to the policy agreements with the underwriter, and provided the Employee pays the full premium thereon, an Employee on leave without pay shall be entitled to continue those benefits which they were participating in at the commencement of their leave.

34.8.4 An Employee granted leave of absence without pay may be returned to their former position or be placed in a comparable position for which they are qualified provided they indicate their intention to return to work by notifying the University of their intention to return by a date specified when the leave is approved.

34.8.5 An Employee's anniversary date shall be advanced by the length of an unpaid leave period that exceeds ten (10) consecutive working days.

34.8.6 An Employee granted a leave of absence under Article 38.6 must utilize any accrued vacation entitlement and banked time prior to the commencement of the leave.

35.0 SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN

35.1 Overview

- 35.1.1 The intent of the SUB Plan is to supplement Employment Insurance (EI) benefits during a temporary leave of absence due to maternity, parental or adoption leave. In the case of approved maternity leave, this plan applies to the health-related maternity leave period that begins immediately post-delivery for employees in receipt of EI maternity benefits. In the case of approved parental or adoption leave, this plan applies to a portion of the 35 weeks for employees in receipt of EI parental or adoption benefits.
- 35.1.2 The SUB plan supplements an eligible employee's income during the period of entitlement by paying the difference between the EI benefit that is received by the employee during the period and 95% of the employee's salary.

35.2 Eligibility

- 35.2.1 The employee must be Continuing, have completed one year of employment with the University, and be eligible for maternity leave benefits, parental leave benefits or adoption leave benefits.
- 35.2.2 If EI maternity/parental/adoption benefits are shared between parents who are both employed by MacEwan University, SUB benefits are payable for a combined maximum of 15 weeks per family and may be split in any manner between the two employees. In the case of the birth father, spouse, partner, or adoptive parent, a minimum of four months of notice in writing is required.
- 35.2.3 In order to receive SUB Plan payments, the eligible employee must:
- Apply for EI benefits as soon as eligible and provide evidence of EI payment to the Payroll office.
 - Have commenced maternity, parental or adoption leave.
 - Sign a letter of agreement to return to work following completion of the leave for a period of at least four months.

35.3 Rules and Regulations

- The SUB Plan has no impact on the amount or duration of the EI maternity, parental or adoption benefit.
- SUB Plan payments will be made on the University's regularly scheduled pay dates.
- Required statutory payroll deductions will be applied to SUB Plan payments.
- During the SUB Plan period, the employee and the University will continue to pay benefits premiums as per Articles 37.4, 37.5, and 37.6.
- In accordance with Local Authorities Pension Plan regulations, University and employee contributions will continue where the SUB Plan payments occur during the health related portion of a maternity leave only. Questions regarding continuation of pension or any pensionable service buyback for the non-health-related portion of the leave can be directed to the Human Resources Department.
- Vacation and sick leave accrual will not continue during the SUB Plan period.
- An employee will not be eligible for general illness or weekly disability benefits related to maternity for any period when payments are or could be made under the SUB Plan.

36.0 EARLY RETIREMENT BRIDGE PROGRAM

36.1 Purpose Statement

36.1.1 As part of the University's commitment to succession planning, the Parties agree to an early retirement plan that provides MSA members the option to utilize up to two (2) years to phase into or bridge to retirement with a reduced workload, in exchange for a future specified retirement date.

36.1.2 The following eligibility requirements apply:

- Employees must have a minimum of ten years of FTE service with the University, and
- Either reached a minimum of 60 years of age or have achieved at least 82 toward their LAPP 85-factor.
- Employees must occupy full-time continuing positions on the date of their application.

36.1.3 The University will approve participants subject to the business needs of the Department. If more Employees apply than can be accommodated, total years of full-time equivalent service will determine priority of consideration.

36.2 Process – Application

36.2.1. Employees wishing to access early retirement bridging will make a written application to their OOS Manager, with a copy to Human Resources.

36.2.2. In cases of position abolishment, Human Resources and MSA will discuss eligibility and options in accordance with Article 43.

36.3 Process – Bridge

36.3.1. A detailed plan will be developed between the Parties and the employee outlining all aspects of the program, including but not limited to: vacation, leaves of absence, resignation date, FTE.

36.3.2. Once terms of acceptance have been acknowledged by the employee, they must supply the University with an irrevocable letter of resignation indicating the agreed upon date as their resignation date.

36.3.3. Employees accepted to participate in the plan will be transferred to a minimum of 0.5 FTE, as agreed upon between the Parties and the employee.

36.3.4. Vacation credits already accrued at the time of application for pension bridging and/or accrued during the term of the bridging agreement may be carried forward and taken in one uninterrupted period immediately prior to the agreed-upon resignation date.

36.3.5. Employees will continue to receive all benefits to which they remain eligible (Extended Health, Dental, and Health Spending Account benefits for the period of bridging as long as they continue to meet benefits eligibility requirements. The Parties agree that the University shall be permitted to terminate disability insurance coverage the day following the last date the employee is expected to report to work. All income-driven benefits contributions and premiums - short term disability (STD) and long-term disability (LTD) premiums, vacation and sick leave entitlements will be prorated.

37.0 HEALTH AND DISABILITY INSURANCES

37.1 Alberta Health Care Insurance Plan

37.1.2 Should the Government of Alberta re-introduce individual premiums for Alberta Health Care, the Parties agree to meet within thirty (30) days of the announcement to discuss the matter.

37.2 Workers' Compensation

37.2.1 During the period that an Employee is off due to a Workers' Compensation claim, the Employee's salary and benefits will continue, subject to Article 33.0.13 and/or Article 34.1.5. Any Workers' Compensation payment that the employee is entitled to will be paid to the University.

37.3 Joint Benefits Committee

37.3.1 The Parties recognize that the Joint Benefits Committee (JBC) is the decision-making body for the negotiation and development of benefit plan design. The MSA is an equal partner in decision making on the JBC and shares accountability for the outcome, implementation, and improvements to the benefits plan. Employee eligibility for benefits and financial contribution levels by the employer remain items subject to negotiation in the collective agreement. If the JBC is dissolved, or its terms of reference or decision-making structure are fundamentally changed, the Parties agree that plan design may be referred back to collective bargaining.

37.4 Extended Health Benefits

37.4.1 The University agrees to maintain current funding levels in support of employee benefit plan premiums for continuing employees (0.5 FTE or greater) and full-time non-recurring term (greater than ten (10) months) employees participating in a University group plan.

- Supplementary Health Care Plan – equivalent to eighty (80) % of Option 3,
- Dental Care Plan – equivalent to eighty (80) % of Option 3,
- Health Spending Account (\$550 annually)
- Employee Family Assistance Program – one hundred (100) % of the premium.

37.4.2 In addition, all continuing employees (0.5 FTE or greater) shall receive Basic Life Insurance, Accidental Death and Dismemberment and Disability Insurance.

37.4.3 During the inactive period of recurring term employees, eligible benefits may be continued by the employee, provided the employee pays one hundred (100) % of the benefit premium costs.

37.4.4 At any time during the life of this Agreement, if any changes to the plans are contemplated by either party, such changes will only be implemented upon the mutual agreement of the University and the MSA through the JBC.

37.4.5 The University will provide up-to-date information to the employee on all employee benefit plans.

37.5 Short Term Disability (STD)/Long Term Disability (LTD)

- 37.5.1 Subject to policy agreements between the University and the benefits plan underwriters, employees holding Full time or Part-time (0.5 FTE or greater) Continuing appointments are eligible for short-term and long-term disability coverage. Non-recurring term and casual employees do not participate in STD or LTD plans.
- 37.5.2 The parties support the administration of disability insurance premiums in a manner that minimizes the tax impact to recipients of insurance benefits, consistent with Canada Revenue Agency regulation.
- 37.5.3 Long term disability benefits will continue until the earlier of:
- the employee is no longer entitled to such benefits by plan definition,
 - the employee becomes sixty-five (65) years of age, or
 - the employee receives retirement benefits from the Local Authorities Pension Plan (or equivalent).
- 37.5.4 Health and Wellness benefits that an employee is participating in at the time disability commenced will continue at no cost to the employee while the employee is in receipt of disability benefits until the employee has received long term disability benefits for twenty-four (24) months.
- 37.5.5 Employees eligible for participation in the Local Authorities Pension Plan (LAPP) must continue to participate in the pension plan. While employees are in receipt of disability benefits, the University will pay both the employer and employee contributions in accordance with LAPP regulations.
- 37.5.6 Life insurance coverage at the rate in effect at the time the employee became disabled will continue at no cost to the employee as long as they remain in receipt of long term disability benefits.
- 37.5.7 During an appeal of a LTD decision, benefits and LAPP contributions will be continued at no cost to the employee for up to ninety (90) days from the date the LTD decision is issued provided the employee provides the University with a copy of the notice to appeal within thirty (30) days of the decision.

37.5.8 The position of an employee who has been in receipt of long term disability benefit for a period of twenty-four (24) consecutive months or longer, and with no prognosis to return to their own or a comparable position in the University in the foreseeable future, may be given to another appropriate candidate on a permanent basis. The employment relationship of the disabled employee may be severed provided this does not prejudice the disabled employee's eligibility for long term disability benefits. This clause shall not be used to minimize or eliminate the obligations of the employer to provide employment under Human Rights Legislation in the case where the disabled employee is able to return to work for the University in the future.

37.6 Health Spending Account

37.6.1 The University shall provide and maintain a Health Spending Account (HSA) for all eligible MacEwan Staff Association members, including those who have waived extended health and dental coverage.

37.6.2 The HSA provides a base dollar allocation of \$550 which can be used by the employee or eligible dependents for health-related expenses, and/or allocated to a Wellness Spending Account as prescribed by the rules of the plan designed by JBC and the regulations prescribed by Canada Revenue Agency.

38.0 PENSION

38.0.1 The University participates in the Local Authorities Pension Plan (LAPP) for eligible MSA bargaining unit employees as outlined in the University's Pension Participation Policy. The receipt of pension benefits by an eligible MSA bargaining unit employee is contingent upon the eligibility requirements established within the pension plan.

38.0.2 The Employer shall provide an 'electronic link' to the LAPP website to assist all employees in obtaining plan brochures, details of the plan and information on changes to the plan.

38.0.3 For Recurring Term Employees, participation in the LAPP is voluntary and contributions during inactive periods shall be in accordance with the rules specified by LAPP.

39.0 TRAVEL

39.0.1 Employees shall be paid their regular rate of pay for work-related travel during regular working hours. Work-related travel required to perform the functions of the position shall normally be planned and scheduled during the employee's regular work day and work week. If it not possible to arrange travel within the normal work week, the work schedule shall be adjusted so as not to incur overtime, unless written authorization is provided by the OOS Manager.

39.0.2 An Employee who is required to travel on University business or who otherwise incurs expenses on behalf of the University shall be entitled to claim expenses and allowances according to the provisions of university policy, as amended from time to time.

40.0 UNIFORMS

40.0.1 Where an employee is required either as a condition of employment or because of the nature of the work to wear uniforms, coveralls or other protective apparel, the University shall provide these items as required at no cost to the employee, for the employee's use. These items shall remain the property of the University.

41.0 DISCIPLINE PROCESS

The University and the MSA recognize the principle of progressive discipline, a process graduated in severity to correct employee misconduct.

41.0.1 Except in specific circumstances where the University is warranted to move immediately to more serious action (such as gross misconduct), workforce engagement conversations, non-disciplinary coaching or Letters of Expectations and appropriate follow-up must be provided to an employee prior to disciplinary action. These may be issued by an in-scope supervisor or OOS Manager.

The purpose of these actions is to ensure the Employee has a clear understanding of the University's expectations for their conduct or performance and an opportunity to improve. Letters of expectation shall be retained on the employee's Human Resources file.

41.0.2 Unless the University believes that specific circumstances warrant immediately moving to more serious action up to and including termination, the following sequential forms of discipline shall include, but not be limited to:

- a) written warning;
- b) economic sanctions (one or more occurrences of increasing severity which may include withholding an increment or suspension(s) without pay);
- c) termination.

41.0.3 Except in the case of the dismissal of a probationary Employee, no Employee shall be disciplined or dismissed except for just cause.

41.0.4 The University and the MSA believe discipline should be administered in a timely and professional manner following a thorough and fair investigation. Notice of such disciplinary action shall be given within fifteen (15) working days of the date the OOS Manager becomes aware of the alleged incident that prompted the action, shall be in writing, and shall include the reason(s) for the action.

41.0.5 The Parties agree that anonymous tips and complaints may provide reasonable grounds to trigger an investigation into employee conduct, but shall be insufficient as the basis for disciplinary action without substantive supporting evidence.

41.0.6 Where misconduct of a bargaining unit employee is being investigated or meetings are being held where discipline of a bargaining unit employee could be an outcome, MSA will be provided reasonable notice to attend.

41.0.7 All written notices of discipline shall be placed in the employee's Human Resources file held in Human Resources.

41.0.8 Subject to Articles 17.0.8, 45.1 and 45.2, an Employee who feels they have been unjustly disciplined or terminated shall have access to the grievance procedure.

41.0.9 When MSA has grieved a disciplinary action and a designated OOS Manager has allowed the grievance or reduced the penalty levied against the griever, the Human Resources file of the affected employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance.

41.0.10 Upon the request of the Employee:

- a) Letters of expectation more than twelve (12) months old shall be cleared from the employee's file provided no other action has been initiated since the incident in question;
- b) Records of discipline more than twenty-four (24) months old shall be cleared from the employee's file provided no other disciplinary action has been taken against the employee since the incident in question.

41.0.11 An employee who fails to notify the appropriate OOS Manager of any absence from duties, and the reasons thereof, for a period of three (3) consecutive working days, shall be deemed to have abandoned their position and may have their employment terminated forthwith.

42.0 RESIGNATIONS

- 42.0.1 An employee is required to provide the University with at least ten (10) working days prior written notice of resignation if they wish to resign in good standing.
- 42.0.2 Where an employee cannot meet the required notice period they may arrange for earlier release at the discretion of the University.

43.0 LAY-OFF AND RECALL

Article 43 applies to all Continuing employees who are affected by position abolishment. A position abolishment may occur as a result of reorganization for the efficient operation of the university, for reasons of economy, or for lack of work that is expected to be permanent. The University recognizes that this article is not to be used for disciplinary issues or performance related matters. The Parties are committed to ensure impacted employees are treated fairly, equitably, and with respect and understanding throughout the process.

43.1 Notification to MSA

- 43.1.1 At least ten (10) working days prior to implementing layoffs, the University will meet with MSA to share information on the scope, impact, and timing related to position abolishment. The Parties will discuss the process for dealing with impacted employee(s) and explore potential options to minimize the impact on the employee(s), including compulsory or voluntary reassignment to comparable positions.
- 43.1.2 The MSA will respect the confidentiality of any information provided by the University with respect to finances, organizational reviews, reorganizations, or layoffs.

43.2 Order of Layoff

- 43.2.1 When layoff occurs in an area with two (2) or more employees within the same classification, the University shall consider the following factors:
- a) employee's seniority
 - b) employee qualifications and competence
- 43.2.2 Where the most senior employee has the qualifications and ability to perform the required duties of the remaining position with reasonable orientation, the least senior employee will normally be laid off first. However, if the University determines that the least senior employee's qualifications and competence are significantly superior and directly applicable to the remaining position, the University and MSA may agree to the layoff of the most senior employee first with normal notice and severance calculations.
- 43.2.3 If, confidentially in conjunction with MSA, it is determined that there is an employee in a comparable position who might be willing to volunteer for layoff / early retirement, they may be offered a severance package equivalent in cost as the employee identified by the University for layoff (i.e. least senior).

43.3 Notice and Severance Provisions

- 43.3.1 When the University is implementing layoffs, the University may provide notice to the employee as early as possible, but not less than ten (10) working days from the effective date of layoff. Working notice and non-working severance periods will be considered separately.
- 43.3.2 For Recurring Term employees, their inactive period shall not be considered part of the notice period.

Working Notice

- 43.3.3 When the University is implementing layoffs, the University and the MSA will meet with the affected employee at which time the employee will be provided at least ten (10) working days of written notice of the change and identified options:
- a) Voluntary reassignment, if offered;
 - b) Recall with salary continuance; or,
 - c) Lump-sum severance.

- 43.3.4 Article 43.3.3 does not preclude additional options that may be presented to the employee during the notice period. The written notice shall include the date of notification, options available to the employee, and the date when decisions on options must be made. The calculation of the decision date shall be within thirty (30) calendar days of the specified last day of work, and provide a minimum of five (5) working days from receipt of written notice on the options to make the decision. Such decision should be made in writing to Human Resources with a copy to MSA.
- 43.3.5 If an employee rejects the option of voluntary reassignment, they shall no longer be eligible to select the option of recall with salary continuance, but will be deemed to have selected lump sum severance with no recall.
- 43.3.6 The University will provide confirmation of receipt of the employee's decision to the employee and the MSA, as soon as possible, but prior to the effective date of layoff.
- 43.3.7 If the employee does not communicate their decision to the University within the specified time period, the employee will be deemed to have selected lump-sum severance with no recall.
- 43.3.8 The University may require employees to continue to work during some or all of their notice period prior to their specified last day of work. The amount of non-working severance that the employee is eligible to receive will be reduced by half of the working notice period provided, to a maximum reduction of one-half (1/2) of the total eligible severance based on years of service.
- 43.3.9 An employee who fails to work their required working notice (except approved leaves as specified in this agreement) will be deemed to have resigned from their position, and shall forfeit their non-working severance.
- 43.3.10 If the Employee is not provided the opportunity to work their scheduled hours during the notice period, the Employee shall be paid, including applicable benefits, in lieu of such work for the portion of the notice period for which work was not made available.
- 43.3.11 The University shall not require an employee to use banked overtime during the working notice period unless the Parties and employee agree to do so in writing.
- 43.3.12 Unless the University has provided the employee with notice to take accrued vacation prior to giving notice, the University shall not require the employee to take their vacation during the working notice period.

Non-working Severance

43.3.13 Prior to applying a reduction for working notice given, non-working severance pay shall be calculated as one (1) month for each of the first ten (10) completed years of service, plus an additional one (1) month after fifteen (15) years of service, and an additional one (1) month after twenty (20) completed years of service to a maximum of twelve (12) months of severance.

43.3.14 Employees subject to position abolishment who have not passed their probationary period but have been employed greater than three (3) months shall be paid severance as specified for termination notice under Alberta Employment Standards. Employees who have successfully passed their probationary period but have not completed their first year of employment shall receive severance of two (2) times the amount specified under Alberta Employment Standards.

Benefit Continuance

43.3.15 Regardless of the selection of either salary continuance or lump-sum severance following layoff, all benefit eligible employees shall be provided a minimum of three (3) months of benefit continuance (Health and Dental, Health Spending Account and access to the Employee and Family Assistance Plan).

Recall with Salary Continuance

43.3.16 An employee who selects the option of recall with salary continuance will:

- a) receive benefit continuance for three (3) months, plus salary continuance for the equivalent time calculated for the eligible non-working severance less the reduction for working notice,
- b) have recall rights for twelve (12) consecutive months following the effective date of layoff.

43.3.17 The most senior employee with recall rights will be recalled to the first available comparable position for which they are qualified and able to perform subject to reasonable orientation.

43.3.18 An employee who accepts recall will have their anniversary date adjusted for any time spent on recall while not in receipt of salary continuance.

43.3.19 An Employee who is recalled within twelve (12) months of layoff, or rehired to a continuing position within two (2) years of their layoff, shall be reinstated with all seniority up to the date of layoff.

43.4 Comparable Positions

- 43.4.1 When an employee accepts recall to a comparable position, salary continuance will cease and the employee will be placed on their former grid step.
- 43.4.2 If an employee rejects an offer of recall to a comparable position, all rights to recall will be waived and salary continuance will cease.

43.5 Non-comparable Positions

- 43.5.1 The University agrees that layoff and recall to non-comparable positions shall not be used to circumvent the red-circling provisions of this agreement.
- 43.5.2 Employees on recall who are interested in a posted position in a higher classification than previously held shall apply through the normal competition process.
- 43.5.3 An employee interested in being recalled to a non-comparable position that they are qualified and able to perform with reasonable orientation shall advise Human Resources in writing of the specific posting that they are interested in.
- 43.5.4 If the employee accepts recall to a non-comparable position of the same status and type but with a lower rate of pay, their salary will be maintained at their previous level for the remainder of their salary continuance eligibility period. Once complete, they will be placed within the appropriate pay band for the new position at the closest grid step to their previous rate of pay.
- 43.5.5 If an employee rejects three (3) offers of recall to non-comparable positions that the employee has identified being interested in, all rights to recall will be waived and salary continuance will cease.

44.0 TEMPORARY LAYOFF

- 44.0.1 Temporary layoff is defined as a temporary separation from employment initiated by the University for a period of less than two (2) months due to a shortage of work or operational reasons, and with an identified anticipated date of return. This period may be extended upon mutual agreement of the Parties, which will not be unreasonably withheld.

- 44.0.2 When a temporary layoff becomes necessary, continuing employees shall be given as much written notice as possible, with a minimum of one (1) month of notice or pay in lieu of notice, prior to the commencement date of layoff. The University will make reasonable efforts to temporarily reassign continuing employees to other assignments for which they are qualified and willing to perform, with preference for available work given to the most senior employees first.
- 44.0.3 New Employees shall not be hired in the same position classification until those laid off have been given an opportunity for recall.
- 44.0.4 Layoff shall be in order of seniority, least senior first.
- 44.0.5 Recall from temporary layoff is defined as a request to an employee to return to work when work is again available in a comparable position. If such request is prior to the identified anticipated date of return, such request shall be given with a minimum of five (5) days of notice.
- 44.0.6 Recall shall be in order of seniority, most senior first.
- 44.0.7 If an Employee has not been recalled within ten (10) working days of the specified period of the temporary layoff, the position shall be declared abolished and the employee shall be entitled to non-working severance pay according to the provisions of Article 43.3. The period of temporary layoff shall not be considered part of the notice period.
- 44.0.8 The University established inactive period for a Recurring Term employee shall not result in the application of Article 44.

45.0 DISPUTE RESOLUTION PROCESS

45.1 Principles

The University and the MSA have designated a single Dispute Resolution Process to:

- a) Ensure resolution of employment and/or labour relations disputes, including but not limited to decision appeals and/or differences involving the interpretation, operation, application or alleged violation of the collective agreement or legislation affecting bargaining unit employees.
- b) Encourage respectful face-to-face discussion and resolution of differences in a timely manner and at the lowest level possible by the individuals directly impacted by disputes in the workplace,
- c) Provide the opportunity for individuals to receive appropriate assistance from Human Resources, MSA or others as well as ensure that all required Parties to resolve matters, including the appropriate decision makers, are present and engaged

45.2 Informal Problem Solving

- 45.2.1 Individuals, with or without advice and representation from MSA or Human Resources, shall first attempt to resolve disputes through discussion with the person(s) with whom there is a dispute, within twenty (20) working days of when the affected individual(s) first became aware of, or reasonably should have become aware of, the concern giving rise to the dispute.
- 45.2.2 Per Article 45.2.1, the discussion should include an open, respectful exchange of the interests of the Parties directly affected by the dispute, an exploration of the interests of the Parties, identification of potential options to resolve the dispute and discussion of mutually acceptable solutions. All discussions at this stage shall be on a without prejudice and without precedent basis.
- 45.2.3 If the dispute is not resolved satisfactorily within the time period specified in 45.2.1, it may be advanced to the formal stages of the Dispute Resolution Process.

45.3 Formal Dispute Resolution

- 45.3.1 If a dispute is not resolved during the informal problem-solving stage outlined in 45.2, it may be formally submitted in writing (i.e.: documented appeal, grievance, etc.) to the other party within thirty (30) working days of when the affected individual(s) first became aware of, or reasonably should have become aware of, the occurrence giving rise to the dispute.
- 45.3.2 Either MSA or Human Resources may formally submit a dispute to the other party, which shall include the article of the collective agreement, University policy or legislation that is alleged to have been violated, the nature of the issue in dispute, and the remedy being sought.

45.4 Stage 1 – Formal Internal Resolution Stage

- 45.4.1 The Parties shall meet as often as required within twenty (20) working days from the date the grievance was submitted for the purpose of resolving the grievance. The Parties agree to share information relevant to the dispute with one another on a without prejudice basis and to engage in meaningful discussion.

45.4.2 The Parties shall schedule meetings of the people essential to resolving the dispute as appropriate to the circumstances, including but not limited to the following:

- 1) the impacted individual(s),
- 2) an MSA representative,
- 3) Human Resources designate,
- 4) any other person beneficial to the resolution of the matter, as determined by either of the Parties.

45.4.3 The Parties shall ensure that their representatives at the resolution meeting(s) shall have the authority to resolve the dispute, and/or the ability to obtain any necessary additional authority required and communicate their position within two (2) working days following each meeting.

45.4.4 Discussions shall include, but not be limited to relevant details of the dispute, and in the case of disputed employee discipline, a disclosure of the evidence that is being relied upon by the University to substantiate just cause discipline.

45.4.5 Following the time limit of twenty (20) working days specified for Stage 1, the responding party to the grievance or appeal shall communicate its formal decision in writing to the other party within an additional ten (10) working days.

45.4.6 If a response is not received within the required time limit outlined in Article 45.4.5, or a satisfactory resolution is not achieved at or following the resolution meeting, the grieving party may advance the dispute to the neutral third-party arbitration stage.

45.5 Stage 2 – Mediation Stage

45.5.1 Following at least one Stage 1 meeting to resolve the dispute, either party may request the other party to place unresolved differences before a mutually agreed upon mediator. Within ten (10) working days of such request, the Parties shall meet to outline the items in dispute.

45.5.2 The Parties agree to make every reasonable effort to meet and follow a timeline for mediation mutually agreed upon in consultation with the selected mediator. The Parties agree to equally share the expenses of the mediation process.

45.5.3 The purpose of the mediator's involvement in the grievance process is to assist the Parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged, and shall not be used for any other purpose.

- 45.5.4 The mediator shall meet with the Parties as soon as reasonably possible to identify and investigate the issues in dispute. During the proceedings, the Parties shall make reasonable effort to fully disclose all materials and information relevant to the issue(s) in dispute, with the intent to resolve the matter through mutual agreement between the Parties. The Parties may request that the mediator issue a report including non-binding recommendations.
- 45.5.5 If the dispute remains unresolved following five (5) working days after the completion of the agreed-upon mediation timeline, then the matter may be referred to Stage 3: Arbitration.
- 45.5.6 In the event that the Parties are unable to resolve their differences following the completion of the agreed-upon mediation timeline, or following the expiry of the current collective agreement for collective bargaining, either party may refer any items that remain in dispute to Stage 3: Arbitration.

45.6 Stage 3 – Neutral Third-party Arbitration

- 45.6.1 In Article 45.6, Arbitrator refers to any neutral third person(s) selected by the Parties to render a binding decision on the matter under dispute, including but not limited to a classification umpire, or Labour Board certified grievance or interest arbitrator, or the Labour Board for jurisdictional disputes.
- 45.6.2 When a dispute is referred to Arbitration (grievance, jurisdiction or position classification) the following applies:
- a) The Parties will endeavor to mutually agree on the use of a single arbitrator. For non-classification review matters, either Party may determine that they need to have the issue heard by a three (3) person arbitration panel rather than a sole arbitrator, and advise the other party prior to the selection of a single arbitrator. For jurisdictional disputes, the matter will be arbitrated using the process determined by the Alberta Labour Relations Board.
 - b) If the use of a single arbitrator is agreeable to the Parties, they will endeavor to mutually agree upon a neutral individual who is knowledgeable in the subject matter under dispute and available to consider it within a reasonable timeframe.
 - c) If the Parties are unable to agree upon an acceptable single arbitrator within ten (10) working days, a request will be made to the Alberta Labour Relations Board to have one appointed.

- d) If an arbitration panel is to be utilized, both Parties shall advise one another the name of their appointee to the Arbitration Panel, and their appointees shall determine the chairperson of the Arbitration Panel from the list of certified labour arbitrators. In the event that the panel cannot reach a majority decision, the decision of the chairperson governs and shall be deemed to be the award of the arbitration panel.
- e) The Parties will endeavor to clearly identify the matter(s) in dispute, and prepare a mutually agreed-upon statement of facts, if possible.
- f) The Parties may mutually agree to forgo formal hearings and to submit written submissions to the arbitrator (as applicable).
- g) The arbitrator(s) shall render their decision in writing to the Parties as soon as reasonably possible following a careful examination of the documents (except those which were without prejudice and privileged within this collective agreement), facts and testimony of witnesses that they deem to be relevant to the matter.
- h) The decision of the arbitrator(s) shall be final and binding on the Parties, subject to judicial review.
- i) The fees and expenses of a single arbitrator and the arbitration panel chairperson shall be borne equally by the Parties to the dispute. Each party shall bear the cost of their own appointee to an arbitration panel.

45.6.3 For classification and grievance arbitration, the arbitrator(s) may not alter, amend, or change the terms of this Agreement, nor render a decision inconsistent with the terms of the agreement. In respect to suspension, discipline or discharge of an employee, the arbitrator(s) may confirm, reverse, substitute or vary any action taken by the University.

45.6.4 For arbitration to settle a bargaining impasse for the renewal of the collective agreement, such restriction shall not apply and the arbitrator(s) shall be empowered to make any decision they deem appropriate relating to the identified matters in dispute.

45.6.5 Upon receipt of the decision of the arbitrator(s), the University and MSA shall prepare a new Collective Agreement.

45.6.6 If either the University or MSA neglects or refuses to participate in the preparation of an agreement in accordance with the arbitrator's decision, the other party may prepare the agreement and shall submit the agreement to the arbitrator(s).

45.6.7 Where the arbitrator(s) receives an agreement, and is satisfied that it gives effect to its decision, the arbitrator(s) shall certify the agreement as accurate. When the agreement is certified by the arbitrator(s), the Parties shall sign the agreement.

45.6.8 If, at the expiration of ten (10) working days after the date upon which the agreement has been completed or the arbitrator(s) has certified the agreement, any party fails to sign it, the agreement nonetheless becomes binding upon the Parties as if they had both signed the agreement, and is effective as specified.

46.0 LANGUAGE AND DEFINITIONS

46.1 Wherever in this agreement a singular or specific gender expression is used, it shall be interpreted to include the plural or other genders, and vice versa unless the context requires otherwise.

46.2 The Parties agree to allow for minor differences in the administration of specified time periods and rates of pay that are due to conversion and rounding in PeopleSoft.

46.3 "Anniversary Date" means the date twelve (12) months from, and each succeeding twelve (12) months from, the Employee's original date of hire in a position within the scope of this Agreement. An anniversary date may be adjusted according to the provisions of Articles 22.1.3 and 34.8.5.

46.4 "Appeal" means the formal application to a higher decision-making body for a reversal of a decision. Classification appeals shall be subject to the Dispute Resolution Process outlined in the collective agreement.

46.5 "Comparable position" means a position in the same pay band as the employee's former position, of equivalent status (i.e. full-time, continuing, etc.) that the employee is qualified and able to perform with reasonable orientation.

46.6 "Days" means working days unless otherwise specified.

46.7 "Department" means an administrative or service unit.

46.8 "Employee" means an individual covered by the terms of this Agreement

46.9 Employee Types include:

46.9.1 "Continuing Employee" means an individual occupying a position on either a full-time or part-time basis for year-round employment, or one occupying a position that recommences after an University-established inactive period.

- 46.9.2 "Full-time Employee" means an individual occupying a position with an established schedule of:
- a) not less than seven (7) hours per day and not less than thirty-five (35) hours per week, or
 - b) not less than seventy (70) hours in a bi-weekly pay period.
- 46.9.3 "Part-time Employee" means an individual occupying a position working on an established schedule less than specified for a full-time employee above.
- 46.9.4 "Recurring Term Employee" means an individual occupying a position on an established annual schedule on either a full-time or a part-time basis for recurring specific periods. The period not worked is considered an established inactive period, and will not affect employee status.
- 46.9.5 "Non-recurring Term Employee" means an individual occupying a position on either a full-time or part-time basis which is not anticipated to be of a continuing nature, and which is either conditionally funded or specific project funded. Such an employee works on an established schedule, for a period not less than one (1) month, but less than twelve (12) consecutive months.
- 46.9.5.1 Non-recurring term employees may be extended by mutual agreement of the Parties for a period up to thirty-six (36) months. If employment is continued beyond the term length without agreement, then the employee and the position shall become Continuing.
- 46.9.6 "Replacement Term Employee" means an individual occupying a position either on a full-time or part-time basis due to an incumbent's absence. Such an employee will work on a regular schedule for a period of not less than one (1) month.
- 46.9.7 "Casual Employee" means an individual who is employed on a call-in basis in which neither the University nor the employee has any obligation for specified hours of work, to not exceed nine hundred and ten (910) hours in a twelve (12) month period. Casual employees include student casuals as referenced in Article 16 and Article 46.32.
- 46.10 "University" means the Board of Governors of MacEwan University, or the Administration acting on its behalf.
- 46.11 "Fiscal Year" means the period July 1 to June 30.

- 46.12 "Full-time hours" means 1820 hours annually.
- 46.13 "Illness" means any illness, injury or quarantine restriction which prevents an Employee from performing their duties, but does not include leaves of absence due to pregnancy or accidents covered under Worker's Compensation.
- 46.14 "Grievance" means difference regarding the interpretation, operation, application or alleged violation of this agreement. A grievance should be identified as:
- a) Individual: directly affecting the rights of a specific Employee;
 - b) Group: directly affecting the rights of a group of Employees in the same or similar way, where a common remedy is requested; or
 - c) Policy: a difference between the Parties that does not directly affect the rights of an identifiable individual Employee or the rights of an identifiable group of Employees.
- 46.17 "Month" means the period of time between the date in one month and the preceding date in the following month.
- 46.18 "Non-comparable position" means a position in either a lower pay band as the employee's former position or with less than equivalent status that the employee is qualified and able to perform with reasonable orientation.
- 46.19 "On-call" is defined as a period of time outside of an employee's regularly scheduled work hours, during which the University designates an employee to be immediately available to respond to work-related issues and/or return to work, if so required.
- 46.20 "Piece Rate" means a fixed rate of compensation based upon the quantity of a product or service provided.
- 46.21 "President" means the President of MacEwan University.
- 46.22 "Probationary Employee" means an Employee serving a probationary period according to the provisions of Article 17.0.
- 46.23 "Probationary Period" means an initial period of employment served by an Employee holding a Continuing, Recurring Term or Term appointment, during which period the Employee must demonstrate the ability to perform the duties required of the position.
- 46.24 "Promotion" means the movement of an employee to a position that is classified in a pay band with a higher end rate than their existing position.

- 46.25 "Reasonable orientation" means orientation and specific skill development over a three (3) week period.
- 46.26 "Reassignment" means the placement of an Employee into a position that is comparable to their former position.
- 46.27 "Red-circled" means that the existing salary is maintained until such time as the maximum salary rate for the applicable pay band equals or surpasses the incumbent's existing salary rate, for a maximum of twenty-four (24) months from the effective date of the employment change.
- 46.28 "Seniority" means the length of continuous employment within the scope of this agreement from the Employee's original date of hire, and includes employment during an absence;
- a) for parental leave; or
 - b) leave with pay; or
 - c) leave without pay not exceeding four (4) months; or
 - d) leave without pay for any period when in receipt of disability benefits or WCB payments; or
 - e) leave without pay while on Compassionate Care Leave.
- 46.28.1 Casual employees shall not be included in the calculation of seniority; however, upon appointment into a continuing, term, or recurring term position, casual employment which is contiguous to the appointment shall be included in the calculation of the seniority. In calculating seniority, casual hours worked from latest date of hire will be used and converted to a seniority date.
- 46.29 "Shift" means the period of time an employee is scheduled to be at work in a day, from the time they are scheduled to report to work until the time they are permitted to leave work, inclusive of paid and unpaid breaks.
- 46.30 "Sick leave" means the period of time an Employee is absent from work due to illness and in receipt of regular pay.
- 46.31 "Student" means a person who is enrolled in a secondary or post-secondary Institution.

46.32 "Student Casual Positions" are defined as:

- a) a position that is listed in the chart below; or
- b) a position that is agreed to by the Parties during the life of the collective agreement.

| Department/Division | Position/Title |
|----------------------------------|---|
| Childcare Lab | Student Childcare Worker |
| Retail and Campus Services | Student Customer Service Rep Student Front Desk Assistant |
| Residence | Student Residence Assistant |
| Library | Student Shelver |
| Various | Student Lab Assistant |
| OCM | Student Marketing Assistant Student Communication Assistant* |
| Security | Student Security Worker |
| Student Resource Centre | Welcome Centre Student Assistant |
| IT | Learning Technology Centre Student Assistant |
| Career Services | Student Peer Advisor Student Communication Assistant* |
| Various | Student Computer Lab Monitor |
| Facilities | Student Maintenance Worker |
| MacEwan International | International Intern |
| Sport and Wellness and Athletics | Student Worker |

*Student Communication Assistant title may be used in multiple departments.

46.33 Student Casual Positions are casual positions that have distinct provisions for the terms and conditions of employment.

46.34 "Trial Period" means an initial period of employment served by an Employee in a Continuing position as a result of transfer, during which the Employee must demonstrate the ability to perform the duties required of the position.

46.35 "University" means MacEwan University, or as appropriate, the University President.

46.36 "Vacation Credits" are the actual hours that have been accrued by an Employee that are used during an Employee's vacation leave.

46.37 "Vacation entitlement" is the accrual rate at which an Employee earns vacation credits and may be referred to on an annual or hourly basis.

- 46.38 "Vacation year" means the annual period from January 1 to December 31, inclusive.
- 46.39 "Week" shall be considered Sunday to Saturday for the purposes of calculating overtime.
- 46.40 "Working Day" means a day during which normal University operations occur, and does not include Saturday, Sunday, statutory holidays or other holidays declared by the University from time to time.

Collective Agreement between MacEwan University Board of Governors and MacEwan Staff Association and associated Letters of Understanding (LOU):

- LOU I: Transitional Salary Grid
- LOU II: Phased Transfer of OOS Positions into the MSA Bargaining Unit
- LOU III: Compensation Review
- LOU IV: Grandfather Payments
- LOU V: Extended Hours for the Department of Security Services

Agreed to this 22nd day of November, 2017.

The MacEwan University Board of Governors.

Per: 

President, MacEwan University


Per: 

Chair, University Negotiating Committee

The MacEwan Staff Association

Per: 

President, MacEwan Staff Association

Per: 

Lead, MacEwan Staff Association Negotiating Committee

LOU I: Transitional Salary Grid

The Parties to the collective agreement in effect from July 1, 2017 to June 30, 2019, agree to the following for the duration of the collective agreement:

- The University will transition to a Job Family classification and salary placement system between July 2017 and June 2019. The Hay Evaluation system will be discontinued as of implementation of the new plan. Work required to complete the transition to the Job Family system will occur between July 2017 and June 2019 (term of the Collective Agreement).
- Definition of family groups, criteria for placement in a group, titling changes, and other details of the new system will be jointly agreed upon between the University and the MSA with facilitation and consultation by a third party.
- The grid in effect upon ratification of the collective agreement is a transitional salary grid and employees will be placed on the grid at the step closest to their current rate of pay that provides the same or higher rate of pay.
- Positions currently being compensated on Band 1 and Student Casuals will be placed on the new Band A, positions on Band 2 & 3 will be placed on Band B, positions on Band 4 & 5 will be placed on Band C, positions on Band 6 & 7 will be placed on Band D, positions on Band 8 will be placed on Band E, positions on Band 9 & 10 will be placed on Band F, positions on Band 11 & 12 will be placed on Band G.
- Placement on appropriate band will be at the lowest step that results in no pay decrease. The majority of employees will be placed on the grid effective July 1, 2017, with no change to their step anniversary date. Special circumstances exist.

Special circumstances:

- If capped at Step 8 and if the hourly increase is less than \$0.25 per hour, then will receive the Long Service Increment (LSI) of \$0.75 per hour. If the \$0.75 LSI still results in less than \$0.25 per hour increase from previous rate, then also receive a \$250.00 one-time transition allowance.
- If placement on the grid results in more than 3.5% increase and step increment was granted prior to June 30 then placement on the grid will be done on next anniversary date. If step increment date is after July 1 then placement on the grid will be effective immediately and the step increment date will be adjusted to July 1.

- The transitional salary grid will expire with the current Collective Agreement or when all employees have moved to the new salary grid based on job families, whichever occurs first.
- During the development of the new plan, reclassification requests will be summarily assessed to determine the extent of the change to the job. If on this initial assessment the change appears to be less than 40 points (using the Hay methodology), the request will not be considered.
- A long service increment will be introduced with the transitional grid. For employees who have five (5) years of continuous service (or accumulated 9100 hours) and who have been at the top step of the salary grid for two (2) years (or 3,640 hours) a \$.75 per hour increase will be provided.

LOU II: Phased Transfer of OOS Positions into the MSA Bargaining Unit

The Parties agree that some positions previously deemed out-of-scope (OOS) should legitimately be within the scope of the MSA bargaining unit of “all non-academic employees”.

In order to conduct an orderly transfer that both:

- mitigates any negative impact on affected individuals, and
- recognizes the principles of equity and fairness for the entire bargaining unit, the Parties agree to the following:
 - At the time of the transition an increase of 1.2% will be applied to all salary rates to account for dues deduction, unless the transition into the bargaining unit results in an increase greater than 1.2%.
 - Employees will be transitioned into the MSA bargaining unit but not assigned to a pay band if their current salary exceeds the recommended pay band. The adjusted salary rate will be red-circled at the rate which includes the 1.2% increase. All positions transitioned and not assigned to a pay band will be evaluated and assigned to a pay band during the red-circle time period. If a comparable pay band does not already exist in the Collective Agreement, the Parties will strive to negotiate an appropriate resolution as per Article 45.0, Dispute Resolution Process
 - If required, after twenty-four (24) months, the rate will be downgraded on a gradual basis at the beginning of the next fiscal year (July 1) to a maximum of 5% per year until the salary rate is at the maximum of the applicable salary band. If the existing salary remains at a rate higher than the maximum salary rate for the applicable pay band after a period of thirty-six (36) additional months following the twenty-four (24) month red-circling period has elapsed, the final remaining salary adjustment will occur at that time.
 - Annual wage increments shall be administered in accordance with Article 22.2
 - Vacation entitlements shall be administered in accordance with Article 33.0. Employees above the entitlement, as outlined in Article 33.0, will be grandfathered at their current entitlement until the entitlement in the collective agreement equals or surpasses their existing entitlement or the employment relationship is severed, whichever occurs first.
 - Seniority date shall be considered date of hire.

- Any employees considered non-probationary under the OOS policy will be considered to have passed their probation period under the MSA collective agreement, regardless of hire date.
- Any employee considered on probation under the OOS policy whose length of service is less than the probation period specified in Article 17.0 of the Collective Agreement will serve the remainder of the probation period specified in the Collective Agreement. The Parties agree to discuss on a case-by-case basis any individual situation where a probationary OOS employee being moved into the bargaining unit has a length of service that exceeds the standard probation period specified in the Collective Agreement.
- All transferred-in employees will have the right to initiate a position evaluation for a period of ninety (90) calendar days from the effective date of the transfer to the MSA bargaining unit. The Parties agree to follow the general principles of position evaluation identified in Article 28.0 where practicable. If changes are required, they shall be made retroactive to the effective date of the transfer-in.

LOU III: Compensation Review

During the term of this agreement, should the Government of Alberta employees receive an across the board increase, the Parties agree to a compensation review of this agreement effective on its anniversary date.

LOU IV: Grandfather Payments

MacEwan University and the MacEwan Staff Association agree to the following options for the Saturday, January 1, 2011, implementation of the bi-weekly arrears pay cycle. These options apply to all current Continuing and existing recurring term and term employees.

In order to transition from the current monthly payroll processing to a bi-weekly arrears payroll processing the University will provide the following options on a one-time basis:

OPTION 1: Grandfathering Payment

- The University will provide the employee with a grandfathering payment equivalent to 10 days pay.
- The bi-weekly arrears pay cycle will commence with payment on Tuesday, January 25, 2011 followed by payments thereafter every second Tuesday.
- By selecting this option of a one-time grandfathering payment the employee will receive 26 payments in 2011.
- The Friday, January 14, 2011 grandfathering payment (which represents a payroll payment) will be subject to all statutory deductions and all applicable University benefit deductions including Local Authorities Pension Plan deductions.
- Upon termination of employment the employee will be paid up to and including the final day of work. At that time, the employee receiving the grandfathering payment will have their time and payments reconciled, so as to ensure the total payments from Saturday, January 1, 2011 to the termination of employment reflect the amount earned by the employee for work performed.
- Effective January 14, 2011, any employee who has received a grandfathering payment and who subsequently goes on a leave from the University, resulting in not being paid on payroll, will be paid up to and including the last day of work prior to commencement of the leave. At that time the employee receiving the grandfathering payment will have their time and payments reconciled, so as to ensure the total payments from Saturday, January 1, 2011 to the last day of work prior to commencement of the leave reflect the amount earned by the employee for work performed. Upon the employee's return from leave the employee will be placed on the bi-weekly pay-in-arrears cycle. The employee shall not be entitled to a further grandfathering payment.

- An employee returning from a leave, who has previously received a grandfathering payment, will have the option to request an Advance of up to 10 days pay. Repayment of the Advance will be in equal installments over no more than the next 10 paydays. The employee must make their request for an Advance to the Human Resources department prior to returning to work. This Advance is limited to the return from the employee's first leave.
- The Parties agree to meet within 36 months to review and discuss the administration of the grandfathering payment.

OPTION 2: Payout of 2009/10 Vacation Carry Forward and or Overtime/Lieu Time

- The University will allow the employee to receive a payout of their remaining 2009/10 Carry Forward Vacation balance to a maximum of 10 days to be paid on Friday, January 14, 2011.
- The University will allow the employee to receive a payout of approved and worked Overtime/Lieu Time (to a maximum of 10 days) to be paid on Friday January 14, 2011. The overtime and/or lieu time must be approved and worked prior to Friday, November 26, 2010 to be eligible for payout on Friday, January 14, 2010.
- Vacation accrued in 2010/ 11 shall not available for payout.
- Should the employee have 2009/10 Vacation Carry Forward and Overtime/Lieu Time accrued the employee can use a combination of these two payouts to a maximum of 10 days pay.
- The employee will provide the Human Resources Department with the employee's 2009/10 Carry Forward Vacation and/ or Lieu Time to be paid out to the Human Resources Department by Friday, November 26, 2010.
- The vacation payout of 2009/10 Vacation Carry Forward is not considered earnings for Local Authorities Pension Plan.
- A employee who chooses a 2009/10 vacation Carry Forward payout and /or Overtime/Lieu Time payout will not receive the grandfathering payment.

OPTION 3: Transition Directly to New Bi-Weekly Arrears Payroll

- The employee will transition directly to the bi-weekly pay-in-arrears cycle.
- The employee will receive their first pay period on Tuesday, January 25, 2011 (for the period January 1 - 15, 2011).

- By selecting this option the employee will receive 25 payments and for 26 pay periods in 2011.

ADMINISTRATION OF CONTINUING, RECURRING TERM, TERM AND CASUAL EMPLOYEES

- The intent of this Letter of Understanding is to provide the employees with some flexibility in respect to mode of transition to the bi-weekly pay-in-arrears cycle, while ensuring that all employees receive full pay for time worked, but not more, regardless of which Option they chose.
- Only Option 1, Option 2 or Option 3 can be selected. There shall be no combination of the options.
- Each employee shall sign an option form indicating the employee's selection and return it to human resources no later than Friday, November 26, 2010.
- Should no option form be received from the by Friday, November 26, 2010, the employee shall be considered to have selected Option 1.
- All employees hired after Sunday, October 31, 2010 will be paid under the existing pay cycle until Friday, December 31, 2010 and effective Saturday, January 1, 2011, placed on the bi-weekly pay-in-arrears cycle.
- Recurring term employees, upon reappointment after January 1, 2011, will be placed on the bi-weekly pay-in-arrears cycle.
- Provided there is no break in service, term appointments upon renewal or conversion to continuing will maintain the grandfathering option. Should an existing term employee be successful on a competition for a continuing position, at that time the employee receiving the grandfathering payment will have their time and payments reconciled, so as to ensure the total payments from Saturday, January 1, 2011 to the last day of work prior to commencement of the continuing position reflect the amount earned by the employee for work performed. Upon the commencement of the continuing position the employee will be placed on the bi-weekly pay-in-arrears cycle. The employee shall not be entitled to a further grandfathering payment.
- Effective January 1, 2011, casual employees will transition directly to the bi-weekly pay-in-arrears cycle.

LOU V: Extended Hours for the Department of Security Services

The parties to the collective agreement in effect from July 1, 2017 to June 30, 2019, agree to continue the application of Letter of Understanding 6 – Extended Hours for the Department of Security Services that was signed on Oct 25, 2016 for the life of the agreement, or until a replacement overtime averaging agreement or alternative LOU has been negotiated, whichever is earlier.

July 1, 2017: MSA Annual Wage Schedule

EFFECTIVE: July 01, 2017

BASED ON: 1820 Annual Hours

| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | LSI |
|--------------|----------|----------|----------|----------|----------|----------|-----------|-----------|------------|
| A | \$27,300 | \$28,811 | \$30,394 | \$32,068 | \$33,834 | \$35,690 | \$37,656 | \$39,731 | \$41,096 |
| B | \$33,452 | \$35,290 | \$37,237 | \$39,294 | \$41,460 | \$43,735 | \$46,137 | \$48,667 | \$50,032 |
| C | \$39,312 | \$41,478 | \$43,753 | \$46,155 | \$48,685 | \$51,360 | \$54,181 | \$57,166 | \$58,531 |
| D | \$46,192 | \$48,740 | \$51,415 | \$54,236 | \$57,221 | \$60,369 | \$63,682 | \$67,176 | \$68,541 |
| E | \$52,434 | \$55,310 | \$58,349 | \$61,552 | \$64,938 | \$68,505 | \$72,272 | \$76,240 | \$77,605 |
| F | \$59,514 | \$62,790 | \$66,248 | \$69,888 | \$73,728 | \$77,787 | \$82,064 | \$86,577 | \$87,942 |
| G | \$67,540 | \$71,253 | \$75,166 | \$79,297 | \$83,665 | \$88,270 | \$93,129 | \$98,244 | \$99,609 |
| H | \$74,292 | \$78,387 | \$82,701 | \$87,251 | \$92,056 | \$97,115 | \$102,448 | \$108,090 | \$109,455 |

July 1, 2017: MSA Hourly Wage Schedule

EFFECTIVE: July 01, 2017

BASED ON: 1820 Annual Hours

| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | LSI |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|------------|
| A | \$15.00 | \$15.83 | \$16.70 | \$17.62 | \$18.59 | \$19.61 | \$20.69 | \$21.83 | \$22.58 |
| B | \$18.38 | \$19.39 | \$20.46 | \$21.59 | \$22.78 | \$24.03 | \$25.35 | \$26.74 | \$27.49 |
| C | \$21.60 | \$22.79 | \$24.04 | \$25.36 | \$26.75 | \$28.22 | \$29.77 | \$31.41 | \$32.16 |
| D | \$25.38 | \$26.78 | \$28.25 | \$29.80 | \$31.44 | \$33.17 | \$34.99 | \$36.91 | \$37.66 |
| E | \$28.81 | \$30.39 | \$32.06 | \$33.82 | \$35.68 | \$37.64 | \$39.71 | \$41.89 | \$42.64 |
| F | \$32.70 | \$34.50 | \$36.40 | \$38.40 | \$40.51 | \$42.74 | \$45.09 | \$47.57 | \$48.32 |
| G | \$37.11 | \$39.15 | \$41.30 | \$43.57 | \$45.97 | \$48.50 | \$51.17 | \$53.98 | \$54.73 |
| H | \$41.56 | \$43.85 | \$46.26 | \$48.80 | \$51.48 | \$54.31 | \$57.30 | \$60.45 | \$61.20 |