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The University of Lethbridge
FACULTY HANDBOOK



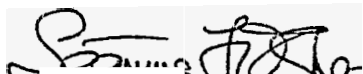
July 1/2002

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The University of Lethbridge Faculty Handbook

Effective July 1, 2002

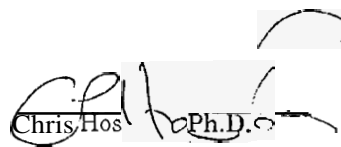


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Faculty Handbook

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Faculty Handbook

PREAMBLE

The Board of Governors of The University of Lethbridge and The University of Lethbridge Faculty Association recognize that the main purposes of the University are:

to promote the disinterested pursuit of truth and advancement of knowledge.

to promote the generation and transmission of knowledge with proper consideration given to the need for an educated citizenry.

and to give appropriate consideration to society's needs for expert advice as well as pure and applied research.

The common good of society depends upon the search for truth and its free exposition. Academic freedom in both teaching and research is essential to these purposes. Members are entitled to the freedom to carry out research and to publish the results, to the freedom to teach and discuss their subjects, and to the freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a responsible way.

OBJECTIVES

The main objectives of this Faculty Handbook are the specification of principles and procedures for academic personnel decisions, the peaceful settlement of all disputes, misunderstandings and grievances and the promotion of harmonious relations between the Board and the Association. The Board and the Association acknowledge their joint responsibility for the reasonable and just execution of the terms of the Handbook. Toward that end, any invocation of Articles 1 or 22 regarding a Handbook procedure in progress shall stay the procedure pending a resolution of the interpretation or grievance. **Any** deadlines mentioned in this agreement may be varied by written mutual consent prior to the deadline, by the Board and the Association and by the Member in cases where the deadline affects the Member concerned.

1. Interpretation of Handbook

- 1.01** Uncertainties or disagreements about the meaning of the Articles of this Handbook shall be referred to either the President of the University or the President of the **Association**. Only the President of the University or the President of the Association may choose to convene the Interpretation Committee as in **1.03**. The Interpretation Committee shall resolve uncertainties or disagreements about the meaning of the Articles of this Handbook.
- 1.02** The Interpretation Committee shall consist of the President of the University and the President of the Association.
- 1.03** The Interpretation Committee shall meet within **five (5)** working days of the written request of **either** of its members.
- 1.04** Where the Interpretation Committee agrees upon **an** interpretation, it shall become **a** Schedule of this Handbook until it is incorporated by amendment of the Handbook pursuant to Article **3**.
- 1.05** Where the Interpretation Committee cannot **agree** upon an interpretation within five (5) working days of the meeting of **1.03**, each member shall set forth **an** interpretation in writing, and the two interpretations shall be submitted to **an** arbitrator jointly selected by them. If **an** Interpretation Committee cannot **agree** on the selection of **an** arbitrator within five (5) working days after the meeting of **1.03**, the arbitrator shall be appointed by **a** Judge of the Alberta Court of Queen's Bench upon the Petition of either party.
- 1.06** The arbitrator shall meet only with both Presidents **and** only jointly, unless the Presidents agree otherwise in writing. Both Presidents shall **make** a reasonable effort to cooperate with the arbitrator's investigation.
- 1.07** The arbitrator shall first attempt to mediate the dispute. If the attempt to mediate **fails**, the arbitrator shall within twenty (20) working days of his/her appointment select without alteration either the Board's or the Association's interpretation. **The** arbitrator's decision shall be final and binding on the Board, the Association, and the Interpretation Committee.
- 1.08** The arbitrator's decision shall become a schedule of this Handbook, until it is incorporated by amendment of the Handbook pursuant to Article **3**.
- 1.09** Any interpretation pursuant to **1.04** or **1.07** shall be made **known in** writing by the President of the University to **persons** affected by it.
- 1.10** The costs of arbitration shall be shared by the Board and the Association.

2. Definitions

In this Handbook:

- 2.01 "Academic Assistant" shall mean a member of the academic staff holding an appointment with the rank of Academic Assistant.
- 2.02 "Association" shall mean The University of Lethbridge Faculty Association.
- 2.03 "Board" shall mean the Board of Governors of The University of Lethbridge.
- 2.04 "Chief Librarian" shall mean the Chief Librarian of the University or a person authorized to act in that capacity. The University Librarian occupies the position of Chief Librarian.
- 2.05 "Dean" shall mean the Dean of a Faculty/School or a person authorized to act in that capacity.
- 2.06 "Dean/Chief Librarian" shall mean Dean if affecting the Members in a Faculty/School or Chief Librarian if affecting Professional Librarians, or Dean of the Faculty of Education if affecting the Members in the Curriculum Laboratory.
- 2.07 "Dean's Advisory Committee" shall mean the Dean and Department Chairs in the Faculty of Arts and Science.
- 2.08 "Department" shall mean an academic unit established by the Board under that designation.
- 2.09 "Department Chair" shall mean a person authorized to act in that capacity.
- 2.10 "Faculty" shall mean an academic unit established by the Board under that designation.
- 2.11 "Faculty Member" shall mean a member of the academic staff with the rank of Professor, Associate Professor, Assistant Professor or Lecturer.
- 2.12 "Faculty Member(s)/Academic Assistant(s)" shall mean Faculty Member(s) or Academic Assistant(s).
- 2.13 "Faculty Member(s)/Professional Librarian(s)" shall mean Faculty Member(s) if affecting the Member(s) in a Faculty/School or Professional Librarian(s) if affecting the Professional Librarian(s).
- 2.14 "Handbook" shall mean the Faculty Handbook, including schedules thereto. The edition of the Handbook in effect is the one most recently ratified by the Board and the Association, including schedules thereto and any interpretations pursuant to Article 1 or 22.
- 2.15 "Member" shall mean an employee of the Board who, as a member of a category of employees or individually, has been designated as an academic staff member by the Board.
- 2.16 "Parties" shall mean the Board and the Association.
- 2.17 "Personal file" shall mean the file maintained by the Dean/Chief Librarian pertaining to a Member and which contains materials subject to Article 9 of this Handbook.

Faculty Handbook

Article 2

- 2.18** “President” shall mean the President of the University, or a person authorized to act in that capacity.
- 2.19** “Procedural fairness” shall, in any Article of the Handbook ~~in~~ which the duty to act with procedural fairness is expressly declared, mean:
- 2.19.1** the duty to make a decision without a reasonable apprehension of bias ~~or~~ a conflict of interest. Prior familiarity with the facts of a case does not, by itself, constitute a reasonable apprehension of bias, nor do past friendly or unfriendly relationships. **AND**
- 2.19.2** the duty of ~~an~~ adjudicator to interpret and apply the Handbook, including criteria of Article **12** and Article **14**, in a reasonable manner. A disagreement with ~~a~~ decision or judgement does not, in itself, constitute a misinterpretation or misapplication of the Handbook, nor does it constitute ~~an~~ unreasonable interpretation or application of the Handbook. **AND**
- 2.19.3** the adjudicator ~~or~~ adjudicators shall, within reason, ensure that adequate evidence is presented ~~or~~ collected to meet the standard of proof appropriate to support the decision and shall give due consideration to such evidence. **AND**
- 2.19.4** the parties ~~to~~ the procedure have a right to know all the relevant evidence presented in the decision making process. **AND**
- 2.19.5** the parties ~~to~~ the procedure have ~~an~~ opportunity to respond to all relevant evidence presented in the decision making process. **AND**
- 2.19.6** the parties ~~to~~ the procedure have a reasonable opportunity to present their case to the adjudicator or adjudicators.
- 2.20** “Professional Librarian” shall mean a member of the academic staff holding appointment in the University Library or in the Curriculum Laboratory of the Faculty of Education and holding an academic degree and ~~a~~ degree in librarianship from an accredited library school or its equivalent.
- 2.21** “Professional Librarian(s)/Academic Assistant(s)” shall mean Professional Librarian(s) or Academic Assistant(s).
- 2.22** “School“ **shall** mean an academic unit established by the Board under that designation.
- 2.23** “Senior Academic Administrator” shall mean ~~Deans~~ and Associate Deans, Chief Librarian and Associate Chief Librarian, Vice-president (Academic) and Associate Vice-president (Academic), Associate Vice-president (Research), Vice-president (~~Administration~~) and Associate Vice-president (~~Administration~~), and President, or a person authorized to act in that capacity.
- 2.24** “University” shall mean The University of Lethbridge.
- 2.25** “Vice-President (Academic)“ shall mean the Vice-president (Academic) of the University, or a person authorized to act in that capacity.

5. Amendments

- 3.01 This Handbook shall be the only Faculty Handbook in effect. It shall continue in force, except as amended through mutual agreement between the parties.
- 3.02 Unless the two parties agree not to do so, negotiation of amendments shall occur each year according to the following schedule:
- | | |
|------------------------------|--|
| September 15 to October 15 • | Written notice of proposed amendments |
| October 15 to November 15 • | Negotiation by negotiating committees |
| November 16 to December 31 • | Action by both parties respecting negotiating amendments |
- 3.03 To consider the proposed amendments, each party shall designate a negotiating committee of three persons. The two committees shall **meet** to negotiate the proposed amendments.
- 3.04 **If** the parties agree upon an amendment of this Handbook, the agreement shall include a specification of the date upon which the amendment takes effect, and the amendment shall thereafter become part of this Handbook.
- 3.05 **In** the event that **any** provision of this Handbook is found by a court or tribunal of competent jurisdiction to be illegal or unenforceable, then such provision shall be severed from the Handbook **as** having no force or effect; but the remainder of the Handbook shall continue in full force and effect. **In** the event **any** such decision of a court or tribunal of competent jurisdiction **is** appealed, the operation of the provision in question shall be suspended pending the outcome of such appeal.

4. Applications and Exclusions

- 4.01** Except **as** provided in 4.02, the provisions of this Handbook shall apply to all Members.
- 4.02** (a) Subject to the Objectives senior academic administrators shall execute the terms of this Handbook. When senior academic administrators are acting as members of the academic staff, all terms of the Handbook shall apply to them except Articles **33, 21, 14.09**, and Schedules A, B, C, and F. When senior academic administrators who hold concurrent academic rank have ceased to hold a senior administrative appointment, all terms of the Handbook shall apply to them.
- (b) Where the application of an Article to a senior academic administrator would require action **by** that administrator constituting or leading to a conflict of interest, the person who supervises that administrator shall act in his/her stead. Where the person in a conflict of interest is the President, the Vice-President (Academic) shall act instead.
- 4.03** An appointee who at the time of appointment in July 1967 was a member of the **staff** of the Lethbridge Junior College shall have his/her years of service at the College considered for all purposes as years of service at the University.
- 4.04** Except for those with post-retirement contracts, an employee shall be designated **as** a member of the academic staff **as** specified in Article 2: Faculty Members, Professional Librarians, Academic Assistants, provided that his/her regular duties to be assigned pursuant to Article 13 consist of any of the following: a) teaching two or more full credit courses per year and scholarly research or academic administration or b) if a significant component of his or her assigned workload consists of scholarly research or academic administration or professional library services as specified in Article 14 or academic **assistantship** as specified in Article 15 or c) otherwise at the discretion of the Board after consultation with ULFA. Members of the academic staff may have term positions, tenured or continuing positions, or reduced load positions (see Article 34); they may also be members of the administrative staff.
- 4.05** Those members of the academic **staff** who are **also** Senior Academic Administrators **as** specified in Article 2 shall be deemed inactive members of ULFA. Inactive members of the Association **do** not participate in the activities of the Association wherever such participation would be a conflict of interest nor do they pay dues.
- 4.06** Those members of the academic staff who are nominated by GFC and elected by the academic staff to serve **as** members of the Board of Governors shall be deemed to be inactive members of the Association for the term specified in the Order in Council for their appointment to the Board or as long as such individuals serve on the Board.
- 4.07** In each contract year, the Board shall make available to the Association a sum equal to the Association dues (based on the academic portion of their salaries) for each of the inactive Members. For this purpose the mill rate shall be the average Association rate for the **two** preceding academic years. Such funds **will** be contributed **as** follows: one-half to Association Conference Travel; one-half to the Association Stabilization Fund. **No** amounts shall be assessed for Confederation of Alberta Faculty Associations (CAFA) or Canadian Association of University Teachers (CAUT) dues. Inactive Members of the Association are excluded from Association benefits only as stated in Article 4.02(a).

Faculty Handbook

Article 4

- 4.08 The Board contribution for inactive Members, as provided in 4.07, shall be paid in **monthly** instalments, in a manner similar to and **with** information as provided in Article 5.03 for Members.

5. Recognition

- 5.01** The Board recognizes the Association as the exclusive bargaining agent for all Members, except as provided in **4.02 (a)**.
- 5.02** The Board recognizes the desirability of providing office space to the Association and shall endeavour to do so in the context of space allocations designed to meet the needs of the University.
- 5.03.1** The Board shall deduct from the monthly salaries of all active Members dues as assessed by the Association. Dues shall be remitted to the Association, the Confederation of Alberta Faculty Associations (CAFA) and Canadian Association of University Teachers (CAUT) by the last banking day of each month. Any adjustments shall be reconciled in the next month.
- 5.03.2** The Board shall inform the Association of the name of and the deductions made for each Member, and may provide CAUT or CAFA with the following information:
Academic Rank
Number of Members in each Academic Rank
Total Amount Being Remitted for that Academic Rank.
- 5.03.3** Personal information provided by the Board under this Article shall be used by the Association only for purposes of operating the Association in accordance with the provisions of the Universities Act **and** the Association By-Laws.
- 5.04** Members may, in writing to the Association explicitly stating their reasons, direct that their Association deductions be remitted by the Association instead to a charitable organization registered in Canada. Such deduction shall **lapse** if not reaffirmed yearly.

6. Communication and Information

6.01 Communication

Unless otherwise provided in this Handbook, all communications or notices concerning or required by the Handbook shall be addressed as follows:

By the University	-	To the President The University of Lethbridge Faculty Association
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By the Association		To the President The University of Lethbridge
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6.02 Printing and Distributing the Handbook

The Board shall provide each Member with one copy of the Handbook in effect at the date of the Member's appointment, and shall provide all Members with one copy of amendments annually.

6.03 Information on New Members

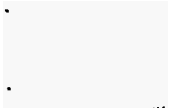
The President shall provide the Association with a list at the beginning of each fall and spring semester stating the name, rank, academic unit, and date of appointment of each new Member and the name and termination date of each Member whose appointment is terminated in accordance with any of the termination processes described in Article 16. The President shall also provide the Association, annually in July, with a list of those who have received extension of probation, tenure and/or promotion.

6.04 Information Generally

The President shall make available to the Association upon written request and within a reasonable time, information on Members not provided in 6.03. ~~This~~ section shall not be construed to require the President to compile information in the form requested if such data are not already compiled in the form requested, or to supply any confidential information.

7. Annual Meeting

- 7.01 The President of the University and the President of the Association shall, by October 15 of each year, agree to a date for a meeting of representatives of the parties.
- 7.02 Each party shall submit to the other not less than five (5) **working** days before the scheduled date of the meeting a list of particular matters to be discussed.
- 7.03 No more than five (5) representatives from each party shall attend such meetings.
- 7.04 Matters that would normally be dealt with in Article 22 shall not be the subject matter of these meetings.



8. Delegation

- 8.01 Any task required herein to be performed by the Board may by the Board's delegation be performed by the President.
- 8.02 Any task required herein to be performed by the President may be delegated by the President as he/she sees fit, and the President may prescribe conditions governing the exercise of any delegated task including the power of subdelegation. Any task required herein to be performed by the Vice-president (Academic), a Dean, or the Chief Librarian may be delegated under the same provisions that apply to the President.
- 8.03 Any task required herein to be performed by the President of the Association may be delegated by him/her as he/she sees fit, and he/she may prescribe conditions governing the exercise of any delegated task including the power of subdelegation.
- 8.04 Where a task required herein is delegated under the provisions of this Article, the force of the performance of that task shall be the same as if performed by the delegator, upon whom the results of the performance shall be binding.
- 8.05 The delegation of a task required herein shall be made known in writing to the members affected.

9. Personal Files

- 9.01 The appropriate Deadchief Librarian shall maintain a personal file on each Member for purposes defined by this Handbook. This file contains personal information relating to employment and educational history.
- 9.02 Only materials relating to employment and educational history and which are relevant to Handbook purposes shall be entered into the file.
- 9.03 The Member's personal file shall not include records or testimony pursuant to:
- (a) the Employee Assistance Program
 - (b) any confidential mediation process
- 9.04 *All* materials considered by a personnel committee regarding a Member and all materials forming the basis of a disciplinary decision regarding a Member shall have been entered in that Member's personal file.
- 9.05 Confidential Letters of Reference
- (a) **A** Member's personal file shall include all confidential letters of reference pertaining to that Member.
 - (b) Unless otherwise designated **by** the author, all letters containing assessments of a Member's performance shall be deemed confidential. *All* confidential letters of reference shall be signed and dated by their authors; letters which are not signed and dated shall not enter a Member's personal file.
 - (c) When the President or Dean/Chief Librarian requests a confidential letter of reference, **he/she** shall inform the person requested of the provisions of this Article respecting disclosure of confidential information. Before confidential information **is** disclosed concerning letters **of** reference which have not been solicited by the President or Deadchief Librarian, **he/she** shall inform the author of the provisions of this Article. If the author requests in writing, or if the author does **not** respond, the unsolicited letter shall be destroyed or returned, whichever is more appropriate. Letters of assessment submitted by a Member for inclusion on **his/her** personal **file** shall be dealt with according to the provisions of 9.06.
 - (d) **A** Member shall, upon written request, be given by the President or Dean/Chief Librarian the names of authors of the confidential letters of reference in **his/her** personal file, **and/or** a fair summary of the contents of those letters, except where fewer than three letters are involved, in which case only the fair summary shall be provided. In this context a fair **summary** may include quotations from or non-holographic reproduction of the letter itself. The President or Deadchief Librarian shall attempt to preserve confidentiality; however, the requirement of a fair summary shall take precedence over the need for confidentiality where there is a clear conflict between the two principles. The decision of the President or Deadchief Librarian respecting a fair summary and the manner of preservation of confidentiality shall be subject to interpretation in each instance if requested by the Member. The procedure for interpretation **shall** be as provided in Article 1, except that the purpose of interpretation shall be to determine whether the nature and extent of confidential information disclosed satisfies the criterion of a fair summary.
 - (e) **A** hearing committee as in Articles 24 and 26, or an arbitrator **as** in Article 22, shall have the right to decide on questions of fair summary, as provided in 9.05 (d).

9.06 Materials Other Than Confidential Letters of Reference

Materials other than confidential letters of reference may be placed on a Member's personal file only if they are signed and dated by the author and/or institutional source. The Member shall be informed within ten (10) working days that materials have been placed in his/her personal file. Materials not signed and dated shall enter a Member's personal file only with that Member's written authorization **in** each specific instance. Electronic mail is considered material that is not signed.

9.07 Materials Obtained Pursuant to the Evaluation of Teaching

Materials obtained pursuant to a policy **on** teaching evaluation established according to the provisions of 12.02 shall be dealt with according to 9.05 where individually written assessments of teaching are included, and according to 9.06 where other forms of assessment are included, including materials from students. Procedures shall be used that ensure the identity of student respondents **is** protected to the maximum extent permitted by law.

9.08 Copies of documents in a Member's personal file may be made only for Handbook purposes and such copies must be destroyed when the purpose is met.**9.09** Inspection and Comment by a Member

(a) A Member shall have the right, with reasonable notice **in** writing, to inspect the contents of his/her personal file, except for confidential letters of reference. The Member shall not remove his/her personal file or any part of it. Upon written request, the Member shall be able to obtain copies of the materials which he/she has the right **to** inspect.

(b) A Member shall have the right to have included in his/her personal file his/her written comments upon the accuracy **and/or** meaning of any of the contents of that file, and to add materials to the **file**.

9.10 Removal of Materials from a File

(a) Either the Member or the President or the Dean/Chief Librarian **shall** have the right to request in writing the removal of materials included in the Member's personal file **on** the ground that the materials do not constitute fair and/or relevant comment **on** the Member's performance.

(b) **If** the President or Dean/Chief Librarian and the Member agree, then the material **shall** be removed and destroyed or returned, whichever is more appropriate. **If** the President or Dean/Chief Librarian do not agree, the question **of** fair and/or relevant comment **shall** be submitted to interpretation in each instance. The procedure for interpretation shall be **as** provided in Article 1, except that the purpose of interpretation shall be to determine whether the nature and content of the material satisfies the **criterion**(ia) of fair and/or relevant comment.

Faculty Handbook

Article 9

9.11 Information contained in a personal file shall be made available to persons **who** require access to perform their duties as specified **by** an Article of this Handbook. In the conduct of their duties, Senior Academic Administrators **shall** have access to the files at all times.

A Senior Academic Administrator **may** seek internal or external advice about items in a Member's personal file provided that the identity of the Member is not revealed. Otherwise, the information shall be made available **only** as authorized in writing **by** the Member, or **as** required by law.

9.12 A Member shall maintain a curriculum vitae in his/her personal file; it shall be updated annually.

10. Summer Session and Continuing Education

10.01 Teaching in Off-Campus Continuing Education shall be voluntary and in addition to the regularly assigned teaching load of the Member.

10.02 A Member who teaches in the Summer Session shall receive the stipend specified in Schedule A. The stipend for a course less than a semester course shall be calculated on a pro rata basis.

A Member, with the consent of the Dean, may waive the payment of a stipend pursuant to reassignment in accord with Article 13. ULFA shall be informed annually of the number of those who waive such stipends.

10.03 A Member who instructs in Off-Campus Continuing Education shall receive the stipend specified in Schedule A.

A Member, with the consent of the Dean, may waive the payment of a stipend pursuant to reassignment in accord with Article 13. ULFA shall be informed annually of the number of those who waive such stipends.

10.04 In the event that a Summer session or Off-Campus Continuing Education course be cancelled thirty (30) working days or fewer from the scheduled commencement of the course, the Member shall receive the partial stipend specified in Schedule A to recognize the preparation time of the Member.

11. Rights and Responsibilities**11.01 General Rights and Responsibilities**

11.01.1 The Board recognizes a duty to provide and Members have the right to a safe workplace free from unfair discrimination, harassment, or abuse of authority.

11.01.2 Procedures for the resolution of complaints regarding Article 11.01.1 shall be without recrimination or retribution unless the complaints are frivolous or vexatious.

(a) Complaints about a Member pursuant to this article shall be addressed to the Member, unless the complainant has good reason to fear personal harm or offense. If so, or if the complainant is dissatisfied with the response, the complaint shall be addressed to the Member's Dean/Chief Librarian.

(b) If the Dean/Chief Librarian cannot hear, receive or act on the complaint(s) in a reasonable time, or should not hear or receive the complaint(s) for reasons of a reasonable apprehension of bias, the complaint(s) shall be referred to that person among the remaining Deans/Chief Librarian with the most decanal service at the University of Lethbridge, and this person shall be deemed to be the appropriate Dean/Chief Librarian in accordance with Article 9. If necessary, the Office of the Vice-president (Academic) shall direct the complaint to the appropriate Dean/Chief Librarian. The Member shall be informed of the complaint immediately upon its inclusion in the Member's Personal File.

11.01.3 The Board and the Association recognize Members' rights and duties associated with academic freedom, in particular, freedom to form ideas, discuss ideas, publish ideas, and teach ideas which challenge opinions regarding academic, administrative and all other matters.

11.01.4 Members shall respect the academic freedom of other Members despite differences of opinion, provided standards, methods and traditions of the discipline are given due respect. Criticism of the ideas or performances of Members by other Members or by administrators shall give due respect to these rights in accordance with this Handbook. Members have a duty to exercise their own academic freedom with reasonable judgement and rigour. Both parties shall make efforts to promote and preserve good will among all members of the university community.

11.01.5 Clauses of this Article may be limited by other Articles of the Handbook.

11.02 Rights of Members**11.02.1 Discrimination**

(a) There shall be no **unfair** discrimination, interference, restriction or coercion practiced with respect to any Member in regard to any terms or conditions of employment by reason of age (except as provided in 16.02), race, colour, ethnicity, national origin, philosophical, political, or religious affiliation or belief, gender, sexual orientation, marital status, or physical disability.

- (b) There shall be no unfair discrimination practiced with respect to any Member in regard to any terms or conditions of employment by reason of family relationships. However, no Member shall take part in formal discussions or vote with regard to the determination of the terms and conditions of employment of a member of his/her immediate family.
- (c) The Board may conduct research to determine if unfair discrimination has occurred.

11.02.2 Participation and Accompaniment

Except as provided in **11.02.1**, Members shall have the right to express opinions and to participate by means of their representatives in procedures provided by this Handbook, and in the selection of academic administrators. Members have the right to be accompanied by another Member in all procedures specified in this Handbook. A Member may waive this right.

11.02.3 Representation to the Board

A Member shall have the right to make written representation to the Board through the President.

11.02.4 Other Rights

Members have the right, consistent with policies of General Faculties Council ~~to:~~

- (a) maintain order and safety in the classroom, lab or other teaching or research situation and ~~to~~ limit the access of persons who are abusive, disruptive or who otherwise violate the rights of Members, students, or other people authorized to be present.
- (b) assistance of security personnel regarding the maintenance of such order, safety and limitations of access.
- (c) right to rule on the use by students of recording devices in the classroom, laboratory, or analogous learning situation, subject to reasonable accommodation of student needs.

11.02.5 Relationship to the Community

When addressing themselves to the community at large, Members retain the rights and responsibilities which flow from the concept of academic freedom.

11.03 Responsibilities of Members

Members shall act fairly towards students, other Members, and administrators while acting as teachers, colleagues or administrators. There shall be equitable treatment, no ~~unfair~~ or irrelevant discrimination, objective assessment of performance, due respect for opposing ideas, due acknowledgement of intellectual ~~indebtedness~~, due respect for privacy and compliance with this Handbook.

Faculty Handbook

Article 11

11.03.1 Responsibilities of Members as Teachers

Members shall have the following responsibilities as teachers:

- (a) Members shall maintain a scholarly competence and pedagogic effectiveness.
- (b) Members shall discharge their instructional responsibilities in accordance with procedures established pursuant to the provisions of the Universities Act.
- (c) Members who provide instruction shall comply with procedures established pursuant to the provisions of the Universities Act for reporting the grades of their students. Where such grades are reviewed by Department, School, Faculty or University committees, Members should be available for the duration of the committee's work if so required by the committee.
- (d) Members shall not cancel or terminate scheduled instruction except for good reason and shall give their students notice of such cancellation together with notice of any alternative instruction or rescheduling of the cancelled instruction.
- (e) Members shall be reasonably available for out of class consultation with students. Students shall have equal opportunity for such consultation.
- (f) Members shall treat students fairly in class and shall reasonably accommodate individual instructional needs.
- (g) Members shall not accept pay for tutoring a student in any subjects in which the Member is responsible for giving classroom instruction to that student, but may recommend tutors who may do so provided that no benefit, direct or indirect, accrues to the Member for that referral.
- (h) A Member shall not require students to provide any services to the Member outside a formal, employer/employee relationship. Any employer/employee relationship entered into by a Member shall be reported by the Member to his/her Dean/Chief Librarian.

11.03.2 Responsibilities as Scholars

Faculty Members shall have the following responsibilities as scholars:

- (a) **ALL** scholarly activity conducted by Faculty Members within the University shall have as its primary objectives:
 - (i) increasing of knowledge and understanding; and
 - (ii) improving their scholarly competence as teachers, including the keeping abreast of recent developments in their disciplines.
- (b) Faculty Members are expected to engage in research, scholarly or creative work, to show scholarly integrity therein, and to endeavour to disseminate the results of their scholarship or exhibit the results of their creative work. Gross misconduct in academic research means:

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- (i) fabrication, falsification, or plagiarism, but not factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation or assessment of data, or of experimental design;
 - (ii) significant failure to comply with relevant federal or provincial statutes or regulations, or national or international standards for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals, or significant failure to meet other legal requirements that relate to the conduct of research;
 - (iii) failure to reveal any relevant and substantial conflict of interest to the agencies funding the Member's University research, to those who commission such research, to an editor or to an agency requesting the Member to undertake reviews of research grant applications or manuscripts for publication, or to an agency requesting the Member to test products for sale or distribution to the public; or
 - (iv) failure to reveal to the University any material financial interest in a company that contracts with the University to supply goods or services directly pertaining to the Member's University research. Material financial interest includes ownership, substantial stock holding, a directorship, substantial honoraria or consulting fees, but does not include routine stock holding in a large publicly traded company.
- (c) Faculty Members shall indicate their affiliation with the University and their reliance on the work and assistance of others, if any, in their published works.

11.03.3 Responsibilities in Administrative and Committee Work

Faculty Members shall have the following responsibilities in administrative and committee work:

Consistent with their primary teaching and research responsibilities, Faculty Members shall be active members of their Departments, Schools, and Faculty Councils, and are expected, when called upon, to participate to a reasonable extent in other bodies dealing with University governance.

12. Criteria For Extension of Probation, Tenure, Promotion and Salary Increments for Faculty Members

12.01 The criteria for extension of probation, tenure, promotion and salary increments for Faculty Members are:

12.01.1 Teaching Effectiveness

Effectiveness as a teacher implies a concentrated and successful effort to create the best possible learning situation for students. It involves continuing attention to course work, course design and related activities; and to the supervision of students in alternative modes of learning. It may involve participation in seminars and colloquia, the design of innovative methods of teaching, or other contributions to the teaching activities of the University. Effectiveness as a teacher may be assessed by a variety of means including evaluation by fellow Faculty Members and through student appraisals though no assessment will be based mainly on student appraisals.

12.01.2 Research and Creative Activity

Efforts shall be made to evaluate the quality and originality of both published and unpublished scholarly work; "publication" in this context shall be interpreted to include exhibitions and performances, as appropriate. Research/creative work shall be evaluated which (a) concerns topics, ideas, theories, or methods used in the teaching program of the Member's department, or, where there is no department, comparable administrative unit; (b) directly relates matters arising from (a) above to topics, ideas, theories, or methods of other areas in interdisciplinary fashion; (c) beyond (a) and (b) above, the onus shall lie with the Member to demonstrate that his/her work should be evaluated. Factors that may be considered include, but are not limited to, the publication of books, monographs and contributions to edited books; papers in both refereed and non-refereed journals; papers delivered at professional meetings; consulting work and other professional activities involving research competence; participation in panels; unpublished research including current work in progress; editorial and refereeing duties; creative works and performances; scholarship as evidenced by the Member's depth and breadth of knowledge and general contributions to the research life of the University.

12.01.3 Service to the University and Society

Recognition shall be given to the contribution of the Faculty Member to the intellectual life and academic climate of the University through seminars, recitals, discussions, readings and debates; to the effectiveness of contributions to the functioning of the University through activities and work on University, Faculty, Department, School and Association committees; to administrative activities related to the research and teaching functions of the University through duties as Department Chair or through other administrative assignments. General contributions to society shall include public lectures and participation in professional, academic, or governmental activities and organizations, and those community organizations related to the Member's University appointment.

- 12.02** Within the limitations set by the provisions of this Article, Faculty Councils may develop supplementary policies, subject to the approval of the General Faculties Council, relating to the criteria in **12.01**. Such policies shall be made known to all Members affected.
- 12.03** The criteria shall be weighted according to the duties assigned pursuant to Article 13; weightings are subject to **13.02**, **13.03(b)**, and Schedule F.
- 12.04** Personal or social compatibility shall not be a criterion for extension of probation, tenure, promotion, or salary increments.
- 12.05** Guidelines are:

12.05.1 Promotion to Associate Professor

To qualify for promotion to the rank of Associate Professor, a Faculty Member shall have established the effectiveness of his/her teaching over a period of years. In addition, depending upon the disciplinary area to which the Faculty Member belongs, he/she shall be expected to show evidence of some combination of maturity of scholarship and professional achievement.

12.05.2 Promotion to Professor

Promotion to the rank of Professor shall be based upon both a lengthy and meritorious record of effective teaching and significant scholarly or creative contributions to his/her field. Letters of reference from external referees shall be required. Salary Tenure Promotion Committees shall scrutinize recommendations for promotion to Professor with extreme care to ensure that the requirements have been met.

12.05.3 Salary Increments

Apart from adjustments in salary which are proportionate to salary schedule changes, a Faculty Member can anticipate cumulative annual adjustments of salary through the award of increments. The awarding of increments reflects a well-established academic tradition whereby:

- (a) normal career progress which is demonstrated in continuing satisfactory professional performance, and
- (b) especially meritorious professional achievements are recognized through monetary reward.

Since the criteria which determine the award of increments are those which apply to promotion, there will be a degree of correspondence between salary and rank. Thus, on promotion or appointment, a Faculty Member will receive a salary which is not less than the minimum for the rank. However, at other times, the characteristics of a Faculty Member's professional performance may be reflected in the award of increments but not in promotion.

12.05.4 Award of Tenure

The application of the criteria for the award of tenure at a particular rank and salary shall be consistent with the application provided in **12.05.1, 12.05.2, 12.05.3.**

12.06 A decision by a personnel committee that a Faculty Member not be promoted shall not, in itself, imply that the Faculty Member's performance has been assessed to be unsatisfactory.

13. Assignment of Duties of Members

- 13.01 The duties of a Member shall be deemed to have been assigned to the Member by the Dean/Chief Librarian according to the following guidelines:
- 13.01.1 All "teaching" duties, pursuant to 13.02 (a), shall be assigned by the Dean.
 - 13.01.2 "Research and Creative Activities" are not normally specifically assigned by the Dean/Chief Librarian; they are, however, clear expectations for the Member as set out in Article 12.01 and elaborated in Articles 11.03, and 14.11.1(b).
 - 13.01.3 "Service" to the University and Community is not normally specifically assigned to the Member by the Dean/Chief Librarian; it is, however, a clear expectation for the Member as set out in Articles 12.01, 11.03, and 14.11.1(c). A Member may be involved in Service by appointment, designation, delegation, election, professional discretion, or re-assignment.
- 13.02 Duties shall include one or more of the following:
- (a) teaching on campus during the Fall, Spring, and/or Summer sessions, including the organization, preparation, and delivery of course material, the evaluation of students' academic progress, and individual consultation with students outside of class or laboratory hours;
 - (b) personal study and research, including study for purposes of academic self-improvement and the advancement of knowledge and understanding;
 - (c) research, study, retraining, or upgrading leave on- or off-campus;
 - (d) Library service, in the case of Professional Librarians;
 - (e) duties consistent with their position description, in the case of Academic Assistants;
 - (f) administrative and committee work at various levels - Department, School, Library, Faculty, University and Association - including academic administration, assistance at registration, and supervision of examinations;
 - (g) reassignment of some or all duties to another Department, School or comparable academic unit within the Faculty/Library; normally, reassignment of service or administrative duties shall presuppose reassignment of teaching or research duties; **all** exceptions require approval of the Vice-president (Academic).
 - (h) Community Service.
- 13.03 The Dean/Chief Librarian, following consultation with the Dean's Advisory Committee/Professional Librarians' Committee, in the case of Arts and Science/Library, or consultation with appropriate bodies in the case of the Faculties of Education, Fine Arts and Management, the Library and the School of Health Sciences, shall establish and publish policies and procedures, subject to the limitations set by this Handbook, to determine the assignments of the Members of that Faculty/Library/School, subject to the following:

- (a) These policies and procedures shall neither be constructed nor applied at any time in such a way as to exclude a Member from consideration for the types of assignments listed in **13.02**.
 - (b) ~~In~~ the construction and application of these policies and procedures, an effort shall be made to ensure that the total amount of work undertaken by each Member, including the duties listed in **13.02** and Schedule **F**, shall be reasonable and roughly equivalent in terms of the time and effort required for competent performance of that work.
- 13.04** The Dean/Chief Librarian shall consult the Member before determining that Member's assignment; re-assignment shall similarly require consultation and be subject to policies and procedures of this Article.
- 13.05** The Deadchief Librarian shall give notice in writing to the Member of any assignment of duties, and that notice shall be sufficiently in advance of the assumption of those assigned duties, that the Member shall have enough time to prepare to perform those duties competently.
- 13.06** Assignments shall fall within the Member's area of competence.
- 13.07** Assignments to research and study leave shall be subject to the approval of the President.
- 13.08** The tenure, academic salary, economic benefits and rank of a Member shall not be affected by assignment of duties under **13.02**, except as provided in **10.02** and **10.04**.
- 13.09** The number of Faculty Members assigned to research and study leave each year shall accord with past practice.
- 13.10** External Professional Activities
- 13.10.1** A Member may engage ~~in~~ external professional activity. External professional activity represents a contribution to the community which can be made by the Member by virtue of his/her training, advanced study or research, or ~~is~~ of value to maintain or develop his/her academic competence.
 - 13.10.2** A Member shall notify the Dean/Chief Librarian of the nature and scope of any such activity of a substantial and continuing nature. The Deadchief Librarian shall ensure that such activity does not interfere with the normal activities of the Member.
 - 13.10.3** A Member shall ~~make~~ appropriate arrangements in advance with the Dean/Chief Librarian for the use of facilities, equipment, supplies and other services of the University in the conduct of external professional work.
 - 13.10.4** A Member shall obtain the approval of the Deadchief Librarian in advance before accepting remuneration for external professional activities. Such approval shall not unreasonably be withheld.
 - 13.10.5** Before accepting remuneration from a research grant or contract, a Member must meet both of the following conditions:

- (a) The Vice-president (Academic) shall concur with the arrangements,
- (b) The supporting agency shall permit the use of funds to pay supplementary remuneration.

13.11 Report of Professional Activities

- (a) Each Faculty Member/Professional Librarian shall submit to the Dean, in standardized form set forth in Schedule F, on or before January 15 of each year, a report of his/her professional activities during the previous calendar year.
- (b) Such reports shall be made available to personnel committees during consideration of the Faculty Member/Professional Librarian's probation, tenure, promotion or salary and for other uses that comply with the Faculty Handbook.

14. Professional Librarians

14.01 Kinds of Appointment

14.01.1 Term appointments, probationary appointments, and term appointments with conversion shall be as provided for Faculty Members in 18.01.1, 18.01.2, and 18.01.3.

14.01.2 Appointments with Tenure

An initial appointment with tenure shall be subject to the provisions of 14.07 respecting the award of tenure.

14.02 Search Committee

14.02.1 (a) To deal with the appointment of a Professional Librarian, except as provided for in 14.02.2, there shall be a Search Committee, whose term of office shall be October 1 through September 30 annually, consisting of:

Non-Voting

The Chief Librarian as Chair

Voting

Four (4) persons selected through procedures established by the Professional Librarians Committee and approved by the General Faculties Council. The procedures shall provide for a system of alternates. Alternates shall replace regular members whose schedules would cause unreasonable delay in a committee's proceedings or who would have a conflict of interest.

(b) Quorum for a Search Committee shall consist of the Chief Librarian and three (3) of the four (4) voting members.

(c) The affirmative vote of three (3) voting members shall be required to carry any recommendation placed before a Search Committee.

14.02.2 To deal with the appointment of a Professional Librarian in the Curriculum Laboratory of the Faculty of Education, the procedure shall be jointly established by the Professional Librarians Committee and the Educational Faculty Council and approved by the General Faculties Council. Any body established pursuant to the approved procedure shall serve a term of office from October 1 through September 30 annually.

14.03 Appointment Procedure, Effective Date, and Removal Allowance

The effective date of appointment, appointment procedure, and removal allowance for Professional Librarians shall be as provided for Faculty Members in 18.02, 18.03, and 18.04, except that in every case the Chief Librarian shall act in place of the Dean.

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14.04 Salary Tenure Promotion Committee

- 14.04.1 (a) To deal with matters affecting the extension of probation, tenure, promotion and performance evaluation of a Professional Librarian except **as** provided for in 14.04.2 there shall be a Salary Tenure Promotion Committee, whose term of office shall be October 1 through September 30 annually, consisting of:

Non-Voting

The Chief Librarian as Chair

Voting

~~Six~~ (6) persons selected through procedures established by the Librarians Committee and approved by the General Faculties Council. The procedures shall provide for a system of alternates. Alternates shall replace regular members whose schedules would cause unreasonable delay of a committee's proceedings or who would have a conflict of interest.

- (b) **Quorum** for an STP Committee shall consist of the full membership of the committee except that when a student member is unable to attend between semesters quorum shall be the Chief Librarian and the five (5) other voting members.
- (c) The affirmative vote of four (4) members eligible to vote shall be required to carry any motion placed before an STP Committee except that in the case of the absence of a student member between semesters, the affirmative vote of three (3) members eligible to vote shall be required to carry forward any motion.
- (d) **In** order to be eligible to vote in a particular case, voting members must be present at all meetings regarding that case. Notwithstanding the foregoing, an alternate joining a committee in place of a regular voting member part way through its deliberations on a particular case shall be eligible to vote provided that: i) the Chair of the Committee has informed the alternate at the alternate's first meeting of the procedures followed and the nature of the committee's deliberations concerning the case prior to the alternate's membership in the committee and ii) the alternate has attended all meetings of the committee concerning the case subsequent to the alternate's membership in the committee.

- 14.04.2 To deal with matters affecting the extension of probation, tenure, promotion and performance evaluation of a Professional Librarian **in** the Curriculum Laboratory of the Faculty of Education, the procedures shall be jointly established by the Professional Librarians Committee and the Education Faculty Council and approved by the General Faculties Council. Any body established pursuant to the approved procedure shall serve a term of office ~~from~~ October 1 through September 30 annually.

14.05 Probationary Appointment

Probationary appointments shall be as provided for Faculty Members in 19.01 except that probationary appointments may be made at **any** rank.

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14.06 Extension of Probation

Extension of probation shall be **as** provided for faculty in **19.02** except that the Chief Librarian shall act in place of the Dean.

14.07 Award of Tenure

14.07.1 Award of Tenure shall be **as** provided for faculty in **19.04** except that: in **19.04.4** Librarian **III** and **IV** shall replace associate professor and professor, respectively, and Chief Librarian shall replace Dean, and in **19.04.4(c)(i)** criteria in Article 14.11 shall replace criteria in Article 12.

14.07.2 Procedure for extension of probation and award of tenure shall be **as** provided for faculty in **19.05**.

14.07.3 Termination of Probationary Appointment shall be **as** provided for faculty in **19.06**.

14.08 Promotion

14.08.1 The classification of Professional Librarians by rank shall be, in ascending order:

Librarian I
Librarian II
Librarian III
Librarian IV

14.08.2 A Professional Librarian shall be promoted if recommended by the Library Salary Tenure Promotion Committee and recommended by the President and ratified by the Board.

14.08.3 A Professional Librarian may be considered for promotion **at** any time deemed appropriate in the judgement of the chair of the Library Salary Tenure Promotion Committee and with the consent of the Professional Librarian. Normally, promotion from Librarian **II** to **III**, **and** from Librarian **III** to Librarian **IV** should occur after **5-10** years in a rank. Promotion from Librarian **I** to Librarian **II** should normally occur after **2-5** years in the rank.

14.08.4 A Professional Librarian shall have the right to be considered for promotion from Librarian **II** to Librarian **III**, and from Librarian **III** to Librarian **IV** during the interval from January **1** to March **31** of the sixth or subsequent year in which the librarian has been in a rank. A Professional Librarian appointed at the rank of Librarian **I** shall have the right to be considered for promotion during the interval from January **1** to March **31** of the third or subsequent year in which the Librarian has been in the rank. Librarians may not apply again to be promoted in the year following an unsuccessful consideration.

14.08.5 The procedure for the consideration of promotion of a Professional Librarian by the Library Salary Tenure Promotion Committee, and the effective date of promotion shall be as provided for faculty members in **20.03**, and **20.04**, respectively, except the Chief Librarian shall replace the Dean.

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14.09 Salary Increments

Salary increments shall be **as** provided for faculty members in Article 21, except that the Chief Librarian shall act in place of the Dean, the Library shall **be** its own group for purposes of Articles 33 and 21, and the criteria shall be those of 14.11.

14.10 Appeals

Appeals shall be as provided for faculty in Article 24.

14.11 Criteria for Extension of Probation, Tenure, Promotion and Salary Increments

14.11.1 The criteria for extension of probation, tenure, promotion and salary increments for Professional Librarians are:

(a) Performance as a Professional Librarian

Effectiveness **as** a Librarian is the primary criterion. Factors to be considered include the ability to perform consistently at **an** appropriate professional level in such areas **as** reference and information service, collection development, bibliography and cataloguing; instruction in library **use** and research methods; management of library personnel and operations; innovative development of library services, collections, and operations.

(b) Research and Professional Development

Recognition **is** given to personally initiated research conducted over and above regularly assigned library service. Efforts shall be made to evaluate the quality and originality of both published and unpublished work and other work which has an impact upon the profession of librarianship, the provision of library services, or the dissemination of information and knowledge. Research and professional development which shall be considered for evaluation:

(i) concerns topics, ideas, theories, or methods used in the performance of professional activities;

(ii) directly relates matters arising from (i) above to topics, ideas, theories, or **methods** of other areas in an interdisciplinary fashion.

Beyond (i) and (ii) above, the **onus** shall lie with the Professional Librarian to demonstrate that **his/her** efforts should be evaluated.

Factors to be considered may include but are not limited to the innovative development of library service, collections, or operations which have **an** impact on the profession of librarianship; the publication of monographs and contributions to edited books; papers **in** refereed and non-refereed journals; papers delivered at professional meetings; participation **in** panels; consulting work and other professional activities involving research competence; unpublished research including current work in progress; editorial and refereeing duties; creative works and performances; and scholarship **as** evidenced by the candidate's advanced study and research **in** library and information science **and/or** a subject

specialization, his/her depth and breadth of knowledge and general contributions to the research life of the University.

(c) Service to the University and to Society

Factors to be considered include participation in University, Library, Faculty, School, Departmental and Association Committees; contributions to professional organizations; service on staff committees and task forces; administrative services other than that associated with the Member's appointment; community service related to the Member's University appointment.

14.11.2 Within the limitations set by the provisions of this Article, the Professional Librarian's Committee may develop supplementary policies, subject to the approval of the General Faculties Council, relating to the criteria in **14.11**. Such policies shall be made known to all Members affected.

14.11.3 The criteria shall be weighted according to the duties assigned pursuant to Article **13**; weightings are subject to **13.02, 13.03 (b)**, and Schedule **F**.

14.11.4 Personal or social compatibility shall not be a criterion for extension of probation, tenure, promotion, or salary increments.

14.12 Guidelines For Appointment and Promotion:

14.12.1 Librarian I

To qualify for an appointment to this rank, the candidate shall have the minimum of a recognized professional degree in Library Science (M.L.S. or equivalent) and show potential for successful performance and promise of future professional activity.

14.12.2 Librarian II

To qualify for appointment or promotion to the rank of Librarian II, the primary criterion shall be a record of successful performance as a Librarian, during which the candidate has demonstrated a mastery of the skills and techniques of Librarianship; has shown evidence of effectiveness of professional performance; and evidence of the ability to develop and extend professional, disciplinary, and management expertise as appropriate.

In addition, the candidate should show some evidence of research and professional development in one or more of the following areas:

- (i) Academic achievement and activities, including additional formal study in Library Science and/or other relevant academic disciplines, programs in continuing education; research, and publication.
- (ii) Involvement in professional activities and participation in professional organizations including service on committees, the presentation of **papers**, organization of, and participating in conferences, seminars, and workshops.
- (iii) Contributions to the Library, the University, or the community.

14.12.3 Librarian III

The primary criterion for appointment or promotion to the rank of Librarian **III** shall be professional performance; the successful candidate shall have a record over a period of years, of significant achievement in librarianship, exercising sound independent judgment and Creativity. There should be clear evidence of continuing professional development and demonstrated ability in an area of Library service and/or in an administrative capacity.

The candidate must also demonstrate achievement in research and professional development in one or more of the following areas:

- (i) Academic achievement and activities, including additional formal study in Library Science or other relevant academic disciplines, programs in continuing education; research, and publication.
- (ii) Involvement in professional activities and participation in professional organizations including service on committees, the presentation of papers, organization of, and participation in conferences, seminars, workshops.
- (iii) Contributions to the Library, the University, or the community.

14.12.4 Librarian IV

For appointment or promotion to the rank of Librarian **IV** the successful applicant must have a record of outstanding professional accomplishment with demonstrated initiative, leadership and creativity. There should be evidence of further development and extension of professional expertise reflected by superior achievements and leadership in the field of service or specialization recognized beyond the University. Letters of reference from external referees shall be required.

In addition the candidate must submit evidence of substantial achievement in at least two of the following areas: research, publishing, professional endeavors including significant involvement in professional organizations; and in general contributions to the profession, the University, and society.

15. Academic Assistants

15.01 There are two types of Academic Assistant positions:

15.01.1 Instructors, where the primary duties support instruction. A position description shall be developed by the Faculty, School or Department, as appropriate, and with the approval of the Dean/Chief Librarian, in consultation with the member. The position description shall form part of the initial offer of appointment, and be subject to alteration with the approval of the Dean/Chief Librarian in consultation with the Academic Assistant.

15.01.2 Academic support staff, where the duties according to the position description are primarily other than instruction in the Department/School/Faculty course offerings. Such positions shall support the teaching and/or research functions of the University. A position description shall be developed by the Faculty, School or Department, as appropriate, and with the approval of the Deadchief Librarian, in consultation with the member. The position description shall form part of the initial offer of appointment, and be subject to alteration with the approval of the Deadchief Librarian in consultation with the Academic Assistant.

15.02 Rights and Responsibilities of Academic Assistants

15.02.1 Instructors

- (a) Instructors have certain duties and responsibilities which derive from their positions **as** support personnel for teaching.
- (b) The principal responsibility of Instructors **is** to support the work of the Department/School/Faculty through laboratory, clinical, or other teaching assignments and related duties. Full responsibility for teaching a course, other than one which consists entirely of laboratory, fine arts studio performance, physical activity or practicum work, is not to be considered a normal duty, and such assignment is allowed only with the express permission of the Deadchief Librarian.
- (c) Instructors are not expected **to** conduct research or scholarship, other than that directly related to their teaching or job description duties. However, research activity which **does** not prevent Instructors from **fulfilling** their assigned responsibilities shall be allowed when approved in advance by the Dean/Chief Librarian in consultation with the Department Chair where Departments exist.
- (d) Instructors have the right and responsibility to ensure their **professional** development as effective teachers. They have an obligation to develop and maintain competence and effectiveness within their area of expertise, to conscientiously prepare **and** organize their subject and to revise that subject matter **on** a regular basis as appropriate for that subject.
- (e) Instructors have the responsibility to act fairly toward all members of the University community, to foster a free exchange of ideas, and to respect the principles of **confidentiality** in a manner consistent with their instructional role.

- (f) Instructors shall comply with G.F.C. and Faculty academic policies and guidelines.
- (g) Instructors shall have the right, and are encouraged, to attend and take part as members in Department/School/Faculty meetings and to vote in such bodies.
- (h) Consistent with their assigned duties, Instructors have the right, and are encouraged, to participate in the work of academic and professional associations.

15.02.2 Academic Support Staff

- (a) The professional obligations and responsibilities of Academic Support Staff, whose prime responsibilities are other than instruction in the Department/School/Faculty course offerings shall consist of those duties and responsibilities described in their position descriptions.
- (b) In addition, and where applicable, the rights and responsibilities listed in (d), (e), (f), (g), and (h) above shall apply.

15.03 Appointment

- 15.03.1 The Board shall establish and authorize the filling of each Academic Assistant position.
- 15.03.2 Applications for Academic Assistant positions shall be considered by the Search Committee established under the provisions of Article 17 which shall recommend to the Dean/Chief Librarian a candidate or candidates for the position.

If the Dean/Chief Librarian approves a recommended candidate, he/she shall send the candidate a written offer of appointment, provisional upon ratification by the Board, specifying the effective date, salary, duties and other conditions, and shall enclose with the offer a copy of this Handbook. If the Dean/Chief Librarian rejects the recommendation of the Search Committee, his/her reasons shall be given to the President and to the committee Chair, and he/she shall request the Search Committee to recommend another candidate or candidates.
- 15.03.3 In the event that a provisional offer of appointment is accepted, the Dean/Chief Librarian shall recommend the appointment of that candidate to the President, who shall report the Dean's/Chief Librarian's recommendation to the Board.
- 15.03.4 If the Board ratifies a recommendation for appointment by the President, the President shall send an official letter of appointment to the candidate specifying the terms and conditions of the appointment.
- 15.03.5 The letter of appointment, countersigned by the appointee, and the Handbook together constitute an agreement of appointment between the appointee and the University. Amendments to the Handbook shall become part of such agreement of appointment.

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15.03.6 Removal Allowance

- (a) An appointee is eligible for a removal allowance, from last place of domicile to Lethbridge, up to a maximum of sixteen percent (16%) of the salary for the floor of the rank of Associate Professor, subject to the specified regulations that shall be provided to him/her by the Dean/Chief Librarian along with the provisional offer of appointment.
- (b) Removal allowances shall be paid upon presentation to the University of a proper account of expenses incurred in the removal, supported by receipts as required by the regulations.

15.04 Kinds of Appointment

15.04.1 Term Appointment

A term appointment shall be for a contractually limited period. It shall not carry any implication that the Academic Assistant will be considered for further appointment.

15.04.2 Probationary Appointment

A first probationary appointment as an Academic Assistant normally shall be for a period of two years. During the second year of the first probationary appointment, subject to 18.02.2, the STP Committee shall exercise one of the following options:

- (a) It may recommend that the incumbent be given a continuing appointment at the conclusion of the probationary appointment;
- (b) It may recommend that the incumbent be offered a one-year terminal appointment;
- (c) It may recommend that the incumbent be offered one final probationary appointment for a period not to exceed two years, during the last year of which the STP Committee shall recommend (a) or (b), above.

15.04.3 Continuing Appointment

A continuing appointment shall continue until the age of retirement unless terminated under a provision of this Handbook.

15.04.4 Continuing Appointment For A Partial Year

A continuing appointment may be awarded to an Academic Assistant who is employed for a period of at least eight months per year each successive year. For an Academic Assistant who is employed for fewer than twelve months per year, twelve months of employment shall be considered as a year of service.

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15.05 Salaries for Appointments

15.05.1 The initial salary for an appointee shall be determined according to the following guidelines:

- (a) A Bachelor's Degree in the subject of interest or an equivalent academic qualification shall be the minimum qualification; the minimum salary for an Academic Assistant is 80% of the salary of the base of the Assistant Professor rank;
- (b) A Master's Degree or equivalent in the subject of interest or a lesser academic qualification plus appropriate experience should normally command an initial salary near 89% of the minimum of the Assistant Professor rank.

15.05.2 The salary ceiling for the rank of Academic Assistant shall be according to the maximum salary as set forth in Schedule A.

15.06 Salary Increments

15.06.1 An Academic Assistant shall be awarded a salary increment that ~~is:~~

- (a) recommended in accordance with the provisions of 15.06.4

and

- (b) ratified by the President.

15.06.2 All salary increments shall become effective on July 1 of the calendar year in which they are awarded.

15.06.3 Procedures For Awarding Increments

- (a) During the months of January, February, and March of each year, the professional performance of an Academic Assistant shall be evaluated according to the criteria as described in Article 15.07, and shall be assigned a rating according to the following descending scale of merit: 2, 1.5, 1, 0.5, 0.
- (b) Normally the period of assessment shall be the calendar year immediately preceding the evaluation of performance. However, at the request of the Dean/Chief Librarian or the Member, other periods may be considered.
- (c) A performance rating shall be proposed by the Dean/Chief Librarian and where departments exist, in consultation with the Department Chair. The rating and a brief statement of the reasons for it, together with an estimate of the distribution of performance ratings for Academic Assistants in the University, by Faculty/School, shall be communicated, in writing, to each Academic Assistant by the Dean/Chief Librarian. To ensure confidentiality, Academic Assistants from faculties/schools with fewer than six Academic Assistants shall be grouped with those Academic Assistants in the next smallest group.

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- (d) If the Academic Assistant does not accept this rating, the STP Committee shall establish the rating. The Committee's procedures shall be those set out in **20.03**. The Committee Chair shall inform the Academic Assistant, ~~in~~ writing, of the reasons for the Committee's recommendation. Article **24.03** shall apply.
- (e) The Dean/Chief Librarian shall convey, in writing, to the President, the rating, and the reasons for it. The Dean/Chief Librarian may submit to the President his/her own written recommendation differing from that of the Committee, ~~if~~ the Committee has established the rating.
- (f) The President may request, in writing, and giving his/her reasons therefor, that the originator of a rating reconsider ~~the~~ recommendation. The Dean/Chief Librarian or the STP Committee, whichever is appropriate, shall either confirm its original recommendation or else make some other recommendation originally available to it, and the Dea~~ch~~ief Librarian shall convey the recommendation to the President. The President shall ratify one of the submitted recommendations.
- (g) If an Academic Assistant is given a rating of 0 or 0.5, the Dean/Chief Librarian shall arrange a meeting with that Academic Assistant as per Article **25.03**.

15.06.4 An Academic Assistant's recommended salary increment is his/her merit units times the value of a merit increment as defined in **33.06**.

15.06.5 The President shall inform all Academic Assistants ~~no~~ later than September 30 each year of the distribution of performance ratings, by Faculty/School, awarded in that year. ~~To~~ ensure confidentiality, Academic Assistants from faculties/schools with fewer than six Academic Assistants shall be grouped with those Academic Assistants in ~~the~~ next smallest group.

15.07 Evaluation Criteria

15.07.1 Assessments for salary increments and for appointment to a continuing position shall be based upon:

- (a) effectiveness and competence with which assigned duties are carried out;
- (b) the effectiveness with which the other rights and responsibilities listed in **15.02.1** and **15.02.2**, where applicable, are carried out.

Where the assigned duties include the teaching of regular calendar courses, effectiveness in that teaching may be assessed by a variety of means including evaluation by Faculty Members and through student appraisals though no assessment will be based mainly on student appraisals.

15.07.2 Personal or social compatibility shall not ~~be~~ a criterion.

15.08 Position Abolishment

- 15.08.1** Position abolition shall be undertaken only pursuant to a motion by the Board, whose action shall be final and binding.
- 15.08.2** When a position is abolished, **an** Academic Assistant holding a continuing appointment shall receive in writing, a least four months **working** notice. Following completion of the working notice period, **an** Academic Assistant shall commence a termination notice of one month per year of full-time equivalent service to a maximum of twelve months notice, and a minimum of **six** months notice.
- 15.08.3** At any time during the termination notice period, the Academic Assistant may elect, **in** writing, to receive pay in lieu of the remainder of the termination notice period based on **his/her** regular **salary** and the Boards contribution to insured benefits.
- 15.08.4** When the Academic Assistant's choice is to receive pay in place of notice, **his/her** employment shall be terminated and the Academic Assistant shall receive a lump sum of such pay and insured benefits allowance equal to the regular amount **he/she** would have received had the Academic Assistant continued to work for the remainder of the notice period.
- 15.08.5** Reasonable effort shall be made, within the **working** and termination notice period, to relocate the Academic Assistant **to** a vacant Academic Assistant position elsewhere in the University for which the Academic Assistant **is** or may become **qualified**. The Board shall **give** consideration to any proposal, including costs, for retraining or upgrading as a basis for such relocation.
- 15.08.6** If **an** alternative position cannot be found under **15.08.5** within the **working** notice period, or if **an** alternative position is unacceptable to the Academic Assistant, termination notice will begin **immediately** following the **working** notice period.
- 15.08.7** **In** the event that within two years following the effective date of abolition, **an** Academic Assistant position becomes open at the University, and the Academic Assistant whose position was abolished **and** who applies for the new position **is** among the most qualified candidates, that Academic Assistant shall be given preference for that position.

15.09 Study Leave ~~For~~ Professional Development

The Board may grant study leave with full or partial pay to **an** Academic Assistant for the purpose of professional development intended to improve **his/her** qualifications and enhance **his/her** value to the University.

15.10 Annual Report

- 15.10.1** **On** or before **January 15** each year, each Academic Assistant shall submit a Professional Activities Report to the **Dean/Chief Librarian**. The period covered shall normally be **January 1** to December **31** of the preceding year. The report shall describe the duties and responsibilities **an** Academic Assistant **has** carried **out** including **but** not limited to:

- teaching or professional responsibilities undertaken,

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- **innovations in teaching or in the performance of other assigned duties,**
- **service to the community, and other professional activities.**

15.10.2 Such reports shall be made available for *salary* increment as well as continuing appointment considerations.

16. Termination of Appointment**16.01 Resignation**

A Member intending to resign shall be expected to submit a letter of resignation to the President, with a copy to the Dean/Chief Librarian, a minimum of three (3) months before the effective date of resignation.

16.01.1 A Member who intends to resign shall write a letter of resignation to the President, with a copy to the Dean/Chief Librarian, as early as possible, and preferably not later than four months before the date of resignation.

16.01.2 The normal effective date of resignation is June 30 and any accrued vacation time will normally be considered to be the month of June and the Member will have completed his/her responsibilities on May 31 but will be paid until June 30.

16.01.3 A Member who resigns with an effective date of December 31, shall receive a proportionate amount of salary in lieu of accrued vacation time.

16.02 Retirement

16.02.1 Except for circumstances as provided in **16.02.2** the appointment of a Member shall terminate on the June 30 following the attainment of age 65 years.

16.02.2 A Member may be reappointed past the retirement date through mutual agreement between the Board and the Member, within the provisions of the Universities Academic Pension Act.

16.03 Death

16.03.1 In the event of the death of a Member, the Board shall pay that portion of the monthly salary payment earned up to the date of death to the deceased Member's estate. In addition, the Board shall provide a Supplementary Death Benefit that is equal to one-sixth of the Member's gross annual salary rate in effect at the time of death. Such payment is in full settlement of salary and vacation entitlement to the date of death and shall be paid in accordance with the following.

16.03.2 Where the Member has designated a beneficiary, the Board shall pay the Supplementary Death Benefit to the deceased Member's designated beneficiary. For the purposes of this provision, and unless otherwise designated by the Member, the beneficiary shall be the designated beneficiary named by the Member under the University of Lethbridge Basic Term Life Insurance Plan.

16.03.3 Where the Member has not designated a beneficiary, the Board shall pay the Supplementary Death Benefit to the deceased Member's estate.

16.04 Termination of Probation

Termination of probation shall be as provided in Article 19 for Faculty Members. and in Article 14 for Professional Librarians.

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16.05 Termination of Position of Academic Assistant

Termination of position shall be as provided in Article 15.

16.06 Disciplinary Dismissal

Termination shall be **as** provided in Article 26.

16.07 Mutual Agreement

Either the Dean/Chief Librarian or a Member may at any time propose termination of the Member's appointment under mutually acceptable terms. However, **no** agreement to terminate shall **be** made until twenty (20) working days shall have elapsed following notice in writing given by the President to the Association of the intention to negotiate such an agreement.

17. Personnel Committees

- 17.01** Except as provided in Article 24 and as provided in 17.03, no person shall be appointed to, promoted to, granted extension of probation, or awarded tenure in a full-time or reduced load position as Professor, Associate Professor, Assistant Professor, Lecturer, Professional Librarian, or Academic Assistant by action of the Board except upon:
- (a) recommendation by a personnel committee established under and acting under the provisions of this Handbook;
 - and
 - (b) recommendation by the President.
- 17.02** In the event that a personnel committee cannot or will not make a recommendation respecting a Member as provided in the Handbook, the powers and duties of the personnel committee shall be terminated in that case and the Deadchief Librarian shall make the recommendation, or in the case of an Appeal Committee, the Vice-President (Academic) shall make the recommendation.
- 17.03** In the event that a Search Committee cannot or will not make a positive recommendation for any candidate the Dean/Chief Librarian may recommend a candidate for a term appointment not to exceed two years.
- 17.04** Personnel committees shall be established to fulfil the obligations set forth in this Handbook as follows:
- 17.04.1** Search Committee (for Professional Librarians see also Article 14.02)
- (a) To deal with the appointment of a Faculty Member/Academic Assistant as provided in Articles 18/15 there shall be a Search Committee, whose term of office shall be October 1 through September 30 annually, consisting of:
 - Non-Voting
The Deadchief Librarian
 - Voting
Four (4) persons selected through procedures established by the Faculty/School Council and approved by the General Faculties Council. The procedures shall provide for a system of alternates. Alternates shall replace regular members whose schedules would cause unreasonable delay in a committee's proceedings or who would have a conflict of interest.
 - (b) Quorum for a Search Committee shall consist of the Dean/Chief Librarian and three (3) of the four (4) voting members.
 - (c) The affirmative vote of three (3) voting members shall be required to carry any recommendation placed before a Search Committee.
- 17.04.2** Salary Tenure Promotion Committee (for Professional Librarians see also Article 14.04)
- (a) To deal with the matters affecting a Faculty Member/Academic Assistant as provided in Articles 19, (Probation and Tenure), 20

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(Promotion), **21** (Increment), **15** (Academic Assistants) there shall be a Salary Tenure Promotion Committee, whose term of office shall be October 1 through September 30 annually, consisting of:

Non-Voting

The Dean/Chief Librarian

Voting

~~Six~~ (6) persons selected through procedures established by the Faculty/School Council and approved by the General Faculties Council, selected to include strong representation from the disciplinary interests of the Member. The procedures shall provide for a system of alternates, also selected to include strong representation from the disciplinary interests of the Member. Alternates shall replace regular members whose schedules would cause unreasonable delay of a committee's proceedings or who would have a conflict of interest.

- (b) Quorum for ~~an~~ STP Committee shall consist of the full membership of the committee except that when a student member is unable to attend between semesters quorum shall be the Dean/Chief Librarian the five (5) other voting members.
- (c) The affirmative vote of four (4) members eligible to vote shall be required to carry any motion placed before an STP Committee except that in the case of the absence of a student member between semesters the affirmative vote of three (3) members eligible to vote shall be required to carry any motion.
- (d) In order to be eligible to vote in a particular case, voting members must be present at all meetings regarding that case. Notwithstanding the foregoing, an alternate joining a committee in place of a regular voting member part way through its deliberations on a particular case shall be eligible to vote provided that: i) the Chair of the Committee has informed the alternate at the alternate's first meeting of the procedures followed and the nature of the committee's deliberations concerning the case prior to the alternate's membership in the committee and ii) the alternate has attended all meetings of the committee concerning the case subsequent to the alternate's membership in the committee.
- (e) Procedures of a Salary Tenure Promotion Committee shall be subject to procedural fairness as defined in Article 2.19.

17.04.3 Appeal Committee

To deal with appeals as provided in Article 24.02 and 24.03 there shall be, except as provided in (b) hereof, an Appeal Committee, whose term of office shall be September 1 through August 31 annually, consisting of:

Non-Voting

The Vice-president (Academic) as Chair

One (1) person, or his/her alternate, appointed by the Association

Three (3) Deans, or alternates, appointed by the President

Voting

One (1) person for each Faculty selected through procedures* established by each Faculty Council

One (1) person from the Schools selected through procedures* established jointly by the School Councils

Two (2) persons selected through procedures* established by General Faculties Council

One (1) Professional Librarian selected through procedures* established by the Professional Librarians Committee, who shall replace one of the two persons in the immediately preceding category **only** for appeals from Professional Librarians.

*The procedures shall provide for a system of alternates. Alternates shall replace regular members whose schedules would cause unreasonable delay in a committee's proceedings or who would have a conflict of interest.

- (b) A person shall not participate as a member of the Appeal Committee, and shall absent **himself/herself**, during an appeal of a recommendation from a personnel committee of which he/she was a committee member. However, such a person may appear as a witness.
- (c) A Member shall not serve as a voting member of the Appeal Committee during an academic year in which he/she is to be considered for extension of probation, tenure or promotion.
- (d) Quorum shall consist of the Vice-president (Academic), the representative of the Association, one Dean and six (6) of the seven (7) voting members.
- (e) The affirmative vote of a majority of voting members eligible to vote (i.e. 4 of 6 or 3 of 5) shall be required to carry any recommendation placed before the Appeal Committee.
- (f) In order to be eligible to vote in a particular case, voting members must be present at all meetings regarding that case. Notwithstanding the foregoing, an alternate joining a committee in place of a regular voting member part way through its deliberations on a particular case shall be eligible to vote provided that: i) the Chair of the Committee has informed the alternate at the alternate's first meeting of the procedures followed and the nature of the committee's deliberations concerning the case prior to the alternate's membership in the committee; and ii) the alternate has attended all meetings of the committee concerning the case subsequent to the alternate's membership in the committee.
- (g) All committee members and those who will appear before a committee shall be contacted in order to arrange the date and times of meetings on a case; committee members and the appellant shall be informed in writing of the date, location and time of the first meeting. Notice of meeting dates, locations and times shall be reasonable.
- (h) Procedures of an Appeal Committee shall be subject to procedural fairness as defined in Article 2.19.

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- 17.05** (a) The Chair of a Search Committee or of a Salary Tenure Promotion Committee shall either be designated through procedures established by the Faculty/School Council and approved by the General Faculties Council, or, if not so designated, shall be elected by the Committee.
- (b) The Chair of a Salary ~~Tenure~~ Promotion Committee shall not be the Dean/Chief Librarian of a Faculty, School or the Library ~~in~~ a matter pertaining to Article 21. ~~In~~ such a case, the Chair shall be elected by the Committee.
- 17.06** (a) When serving ~~as~~ a member of a personnel committee, the Vice-president academic), Deans/Chief Librarians, and representatives of the Association shall not have a vote but shall have the right to participate in the activities of the committee in all other respects, except as set out in **17.05(b)**.
- (b) It shall be the responsibility of ~~the~~ Dean/Chief Librarian in the case of a Search Committee or a Salary Tenure Promotion Committee, and of the Vice-president (Academic) in the case of ~~an~~ Appeal Committee, to advise the committee of its rights and responsibilities pursuant to this Handbook, and also of the requirements of procedural fairness and equitable treatment in general. The Dean/Chief Librarian, in the case of increment decisions, may also provide evidence for equitable treatment, subject to Article 9.
- 17.07** The deliberations, proceedings, evidence, documentation, ~~and~~ recommendations of personnel committees shall be treated ~~as~~ confidential except for the transaction of the official business of the University ~~as~~ provided by this Handbook. However, ~~if~~ after the University has taken action based upon the recommendation of the personnel committee in ~~his/her~~ case, the Member makes a public statement about the reasons for that action, the University may treat those reasons ~~as no~~ longer confidential.
- 17.08** (a) All recommendations of personnel committees shall be conveyed in writing as ~~soon~~ as possible to the Dean/Chief Librarian by the committee chair, and the Dean/Chief Librarian shall as ~~soon~~ as possible ~~notify~~ a Member in writing and in confidence of any recommendations by a personnel committee, and the reasons therefore, in ~~his/her~~ case.
- (b) A recommendation of the Appeal Committee shall be conveyed in writing by the chair to the President. A copy of the recommendation shall be sent to the Dean/Chief Librarian and to the Member.
- 17.09.1** A Member shall not participate as a personnel committee member and shall either be replaced or absent ~~himself/herself~~:
- (a) during a hearing of ~~his/her~~ own case or that of a close family member or common law spouse.
- (b) during a review or appeal of a recommendation from another personnel committee of which ~~he/she~~ was a voting committee member.
- (c) during a hearing in which ~~his/her~~ participation may lead to a reasonable apprehension of bias. Prior familiarity with the facts of a case ~~does not~~, by itself, constitute a reasonable apprehension of bias, nor do past friendly or ~~unfriendly~~ relationships.
- However, such a person may appear as a witness.

- 17.09.2** When a Member believes a person **on** a personnel committee which **will** be **deciding** a matter directly affecting the **Member** should be removed because of a conflict of interest or a reasonable apprehension of bias, the Member shall file a written and signed complaint with either the President or the Association President within two weeks of the formation of the committee. Any disputes regarding the applicability of Article **17.09.1** resulting from a complaint shall be resolved using the procedure in Article **1**.
- 17.10** The Deadchief Librarian shall **convey** in writing to the President, and the President shall convey **in** writing to the Board, all recommendations of STP Committees that probation be extended, that probation be terminated, that tenure be awarded, or that a Member be promoted. The Vice-president (Academic) shall convey in writing **to** the President, and the President shall convey in writing to the Board, **a** recommendation of the Appeal Committee that **a** Member be promoted.
- 17.11** When **a** personnel committee has recommended that probation be extended, that tenure be awarded or that a Member be promoted, the **Dean/Chief Librarian** may submit to the President, and the President may submit to the Board, **his/her** own written recommendation differing from that of a personnel committee.
- 17.12** **In** cases where there has been no Appeal Committee recommendation, **if** the President intends to submit a recommendation to the Board which differs from that of an STP Committee, **he/she** shall first request, in writing, giving **his/her** reasons therefore, that the **Dean/Chief Librarian** reconvene the STP Committee to reconsider its recommendation. The STP Committee shall either confirm its original recommendation, or else make **some** other recommendation originally available to it. The Deadchief Librarian shall convey in writing to the President the Committee's recommendation. **This** recommendation by the Committee shall be deemed its sole recommendation that probation be extended, that probation be terminated, that tenure be awarded, or that a Member be promoted. Section 20.03 shall apply to the President's request, and the reasons therefor, that the STP Committee be reconvened.
- 17.13** If the President submits to the Board a recommendation respecting extension of probation, award of tenure or promotion differing from that of a personnel committee, **he/she** shall send a copy of **his/her** recommendation to the **Dean/Chief Librarian** and to the Member.

18. Appointment of Faculty Members

18.01 Kinds of Appointment

18.01.1 Term Appointment

A term appointment shall be for a contractually limited period. It shall not carry any implication that the Faculty Member will be considered for a probationary appointment or an appointment with tenure unless special provision for conversion into a probationary appointment as specified in 18.01.3 is made in the original letter of appointment. Except for such provision as specified in 18.01.3, a term appointment shall not be made except under one or more of the following conditions:

- (a) That the appointment is a replacement for a Faculty Member on leave or on another assignment of duties.
- (b) That the appointment is of someone unqualified for continuing appointment because a person with the required qualifications is not available at the time.
- (c) That the duties connected with the appointment are for a limited period and are expected to be no longer required after the specified date.
- (d) That the appointment is caused by the sudden unforeseen departure of a Faculty Member.
- (e) That the appointment is to afford flexibility in program development as determined by the Board upon recommendation of the General Faculties Council in each specific instance.
- (f) That the appointment is due to the circumstances specified in Article 17.02.

18.01.2 Probationary Appointment

A probationary appointment means that the Member will be considered for extension of probation or for tenure.

18.01.3 Term Appointment With Conversion

18.01.3.1 A term appointment may contain provisions for conversion into a probationary appointment upon attainment of specific academic credential(s), provided the Search Committee specifies:

- (a) the specific academic credential(s) which must be attained;
 - (b) whether the conversion shall occur
 - (i) automatically upon attainment of the credential(s), or
 - (ii) subject to a recommendation of an STP Committee, convened after the attainment of the credential(s);
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(c) the time by which the credential(s) must be attained, which shall not be later than the first working day of January of the year in which the term appointment ends.

18.01.3.2 If the conversion occurs under the conditions of the term contract, either (b)(i) or (b)(ii) above, the probationary appointment shall be deemed to have begun with the current term appointment.

18.01.3.3 For purposes of conversion under (b)(ii) above, the current STP Committee, under 17.04, may be convened at any time during its term.

18.01.3.4 When the credential(s) specified in 18.01.3.1(a) above is/are attained after Oct. 1 but on or before the first working day in January of the year in which the term appointment ends, the current STP Committee shall have jurisdiction to decide both the matter of conversion of the contract and, if required, the extension of probation.

18.01.3.5 For purposes of this Article, "attainment of specific academic credential(s)" means the receipt by the Dean, not later than the end of the first working day of January, of an official transcript certifying that the Member has met all requirements for the specific academic credential(s) being sought.

18.01.4 Appointment with Tenure

An initial appointment with tenure shall be subject to the provisions of 19.04.2.

18.02 Effective Dates

18.02.1 Term Appointments

A term appointment may commence at any date during the year.

18.02.2 Probationary Appointments and Appointments with Tenure

The normal appointment year shall be from July 1 to the following June 30. However it shall be possible for an appointment to be made effective at other times of the year. For an appointment taking effect after July 1 but no later than September 1 of a year, the first appointment year shall end on the following June 30. For an appointment that becomes effective after September 1, the first appointment year shall end a year from the immediately following June 30.

18.03 Procedure

18.03.1 The Board shall establish and authorize the filling of each position to which the provisions of this Handbook apply, and shall specify the kind of appointment that may be made and the rank or ranks approved for the appointment.

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- 18.03.2 Except when time does not permit, faculty and professional librarian positions shall be advertised in "University Affairs", the "CAUT Bulletin", and other appropriate media.
- 18.03.3 Criteria for hiring shall be limited to qualifications related to the position as approved and advertised. Subject to Schedule H, item 4, personal and social compatibility shall not be used as a criterion for appointment. Considerations of life style or of contribution to the University by spouses or other personal relations are irrelevant, **unless** the contributions would occur in the form of a University position subject to appropriate procedures.
- 18.03.4 Applications for the position shall **be** considered by the Search Committee which shall recommend to the Dean a candidate or candidates for the position. **If** the Dean approves a recommended candidate, he/she shall send the candidate a written offer of appointment, provisional **upon** ratification by the Board, specifying the rank, salary and other conditions, including Canadian immigration requirements where applicable, and shall enclose with the offer a copy of this Handbook. **If** the Dean rejects the recommendation of the Search Committee, his/her reasons shall be given to the President and **to** the committee chair, and he/she shall request the Search Committee to recommend another candidate or candidates.
- 18.03.5 In the event that a provisional offer of appointment is accepted, the Dean shall recommend the appointment of that candidate to the President, who shall report the Dean's recommendation to the Board.
- 18.03.6 If the Board ratifies a recommendation for appointment by the President, the President shall send **an** official letter of appointment to the candidate specifying the **terms** and conditions of the appointment.
- 18.03.7 The letter of appointment, countersigned by the appointee, **and** the Handbook together constitute **an** agreement of appointment between the appointee and the Board. Amendments to the Handbook shall become part of such agreement of appointment.
- 18.04 Removal Allowance
- 18.04.1 **An** appointee **is** eligible for a removal allowance, from last place of domicile to Lethbridge, up to a maximum of sixteen per cent (**16%**) of the **salary** for the floor of the rank of Associate Professor. Reimbursement is subject to the **specified regulations** that shall be provided to him/her by the Dean **along** with the provisional offer of appointment.
- 18.04.2 Removal allowances shall be paid upon presentation to the University of an account of expenses incurred in the removal, supported **by** receipts **as** required by University regulations.

19. Probation and Tenure for Faculty Members**19.01 Probationary Appointment**

- 19.01.1** Probationary appointment may be made at the ranks of Professor, Associate Professor, or Assistant Professor, but shall not be made at the rank of Lecturer, wherein appointment shall be for term as provided in **18.01.1**.
- 19.01.2** The initial period of probation shall be two (2) years, except where the appointment takes effect after July **1**, in which case the initial period of probation shall be altered in accordance with the terms of **18.02.2**.
- 19.01.3** The maximum period of probation shall be five (5) years.
- 19.01.4** A Faculty Member on probation who fails to meet a specified obligation respecting academic credentials, or other obligation specified in the letter of appointment, shall not be considered for tenure or for extension of probation and his/her probation shall be terminated without recourse to appeal. However, a Dean may recommend to the President that the period allowed for the Member to meet the specified obligation be extended; in that event, the Member may request that the timetable for extension of probation and tenure be correspondingly extended; no such request shall be unreasonably denied. The Dean may also recommend that the timetable for probation and tenure be correspondingly extended.

19.02 Extension of Probation

- 19.02.1** A Faculty Member shall be awarded extension of probation if recommended by the Salary Tenure Promotion Committee as provided in this Article and recommended by the President and ratified by the Board.
- 19.02.2** During the interval from January **1** to March **31** of the second year of probation, a Faculty Member shall be considered for extension of probation for a period of three (3) years.
- 19.02.3** Consideration for extension of probation shall be made by the Salary Tenure Promotion Committee which shall recommend either that probation be extended or that probation be terminated.
- 19.02.4** At the beginning of the extension of probation, a Faculty Member shall be given by the Dean a written assessment of his/her performance during the period of probation just completed and a statement of expectation for his/her performance during the extension of probation.

19.03 Unfair Probationary Period

- 19.03.1** An unfair probationary period is an extended period of a Faculty Member/Professional Librarian's probationary appointment during which time the Faculty Member/Professional Librarian's efforts to establish his/her academic record is materially impaired relative to other Faculty Members/Professional Librarians holding probationary appointments by violations of Article 11 by another Member.
- 19.03.2** Faculty Members/Professional Librarian who considers that he/she has been subjected to an unfair probationary period shall make a formal written complaint to the Dean/Chief Librarian, detailing the specifics of

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the case and providing supporting evidence, in a timely manner, as specified in Article 22, but in any case not later than August 15th preceding his/her consideration for extension or probation or granting of tenure. The Dean/Chief Librarian shall investigate the matter and, if necessary, take action to resolve it not later than twenty (20) working days later.

19.03.3 If the Faculty Member/Professional Librarian is not satisfied with the Dean's/Chief Librarian's resolution of the matter, he/she shall file a grievance under Article 22 within ten (10) working days of receiving the Dean's/Chief Librarian's decision. The grievance shall be resolved not later than December 15th of that year.

19.03.4 As part of the resolution of action under this article, whether by the Dean/Chief Librarian or during a grievance procedure, the Dean/Chief Librarian may institute additional support or mentoring for the Faculty Member/Professional Librarian; the Faculty Member/Professional Librarian may be granted an extension of up to one year beyond the limits set in Article 19.01.3 to prepare for the STP Committee's review of his/her work, possibly outside the time period specified in 19.02 and 19.04.

19.03.5 A Faculty Member/Professional Librarian may invoke Article 19.03 more than once. However, the maximum cumulative extra-ordinary extension that may be granted to any individual in all actions under this Article is two years. If a second grievance is upheld, the Faculty Member/Professional Librarian shall be placed under the direct supervision of the Vice-president (Academic) for the second and final period of extra-ordinary extension.

19.04 Award of Tenure

19.04.1 Tenure shall mean an appointment which shall continue until retirement unless terminated under a provision of this Handbook.

19.04.2 A Faculty Member shall be awarded tenure if recommended by the Salary Tenure Promotion Committee as provided in this Article and recommended by the President and ratified by the Board.

19.04.3 Tenure shall become effective the date it is awarded by action of the Board.

19.04.4 (a) A Faculty Member shall be considered for tenure during the period from January 1 to March 31 of the fifth year of a probationary appointment. The STP Committee must recommend either that tenure be awarded or that probation be terminated.

(b) By mutual agreement between the Faculty Member and the Dean:

(i) A Member who is appointed as Associate Professor or Professor may be considered earlier, but not before the period from January 1 to March 31 of the second year of the initial probationary appointment of Article 19.01.2, or

(ii) A Member who is promoted to Associate Professor before the end of his/her fifth (5) probationary year, may be considered for tenure immediately after being promoted (i.e., during the same

hearing), except that in no case shall a tenure hearing be held earlier than the period January 1 – March 31 of the second year of the initial probationary appointment of Article 19.01.2.

(iii) In both (i) and (ii), the STP Committee may recommend that tenure be awarded, or that the probation be extended but not beyond the maximum probationary period provided in 19.01.3 (except as provided in 19.03), or that probation be terminated.

(c) At the request of the Faculty Member:

(i) A Member appointed with one or more previous full years of service on full time employment at this University or another university, or both, to which all of the criteria in Article 12 applied shall have such service considered as comprising part of the maximum probationary period, provided that the Member possessed full academic credentials for the years of service to be considered, and provided that the appropriate documentation is provided for the entire period; except that in no case shall a tenure hearing be held earlier than the period January 1 – March 31 of the second year of the initial probationary appointment of Article 19.01.2.

(ii) The STP Committee may recommend that tenure be awarded; or that the probation be extended but not beyond the maximum probationary period provided in 19.01.3 (except as provided in 19.03); or that probation be terminated.

19.05 Procedure for Extension of Probation and Award of Tenure

19.05.1 The procedure for the hearing of the Salary Tenure Promotion Committee regarding extension of probation or the award of tenure shall be that for a hearing regarding promotion as provided in 20.03. **Where** the Committee has not completed its deliberations by June 30 of the final year of the Member's probationary appointment and the Committee makes a recommendation that probation be terminated, then a terminal appointment as provided in Article 19.06.2 shall be deemed to have begun July 1 immediately following the end of the probationary appointment.

19.05.2 The motion to be considered by the Salary Tenure Promotion Committee shall be:

(a) "That the quality and quantity of the candidate's academic work relative to Article 12.01 merit the award of extension of probation." if the hearing is pursuant to Article 19.02; or

(b) "That the quality and quantity of the candidate's academic work relative to Article 12.01 merit the award of tenure." if the hearing is pursuant to Article 19.04.

Failure of the motion 19.05.2(a) to carry by the appropriate majority, as specified in Article 14.04.1(c) or Article 17.04.2(c) constitutes a recommendation that probation be terminated, if the hearing is held pursuant to Article 14.06 or 19.02.

Failure of the motion 19.05.2(b) to carry by the appropriate majority, as specified in Article 14.04.1(c) or Article 17.04.2(c), constitutes a

recommendation that probation be terminated *if* the hearing is held pursuant to Article 14.07 or 19.04, except where the hearing **is** held pursuant to Article 19.04.4(b), in which case failure of the motion requires that the STP committee then consider the motion 19.05.2(a). **Subsequent** failure of the motion 19.05.2(a) to carry by the appropriate majority, as specified in Article 14.04.1(c) or Article 17.04.2(c) constitutes a recommendation that probation be terminated.

19.06 Termination of Probationary Appointment

19.06.1 A Faculty Member's probation shall be terminated upon recommendation of an STP committee as provided in 19.02.3 or 19.04.4, recommendation of the President, and ratification by the Board.

19.06.2 A Faculty Member whose probation **is** terminated shall be awarded a terminal appointment of one year to follow the end of the period of probation.

20. Promotion of Faculty Members

20.01 Promotion

A Faculty Member shall be promoted if recommended by an STP Committee, recommended by the President, and ratified by the Board, unless special provision in accord with **20.02.3** forms part of the letter of appointment.

20.02 Consideration for Promotion

20.02.1 A Faculty Member may be considered for promotion at any time deemed appropriate in the judgment of the chair of the Salary Tenure Promotion Committee and with the consent of the Member. Normally, promotion to the next higher rank should occur after five to ten years in a rank.

20.02.2 A Faculty Member shall have the right to be considered for promotion at any time during the interval from January 1 to March 31 of the sixth or subsequent year in which the Member has been in a rank, excepting only that the Member may not apply again to be promoted in the year following an unsuccessful consideration.

20.02.3 A Faculty Member appointed with the rank of Lecturer may be promoted to Assistant Professor by virtue of the attainment of an academic credential by a stipulated date, as specified in 18.01.3. If the credential is attained by the stipulated date, promotion shall be effective immediately, subject to **18.01.3 (a)** or **(b)**.

20.03 Promotion Hearings

20.03.1 Consideration of promotion of a Faculty Member shall be carried out by the Salary Tenure Promotion Committee which shall recommend either that the Faculty Member be promoted or that the Faculty Member not be promoted.

20.03.2 Process

(a) The Committee Chair shall prepare a recommendation for or against promotion and present it to the Committee.

(i) Before preparing such a recommendation the Chair shall: no later than 15 October of the academic year in which promotion (or tenure) is to be considered, invite the Member to supply, by the following 10 January, a rationale and whatever material and information he/she deems necessary to justify his/her promotion (or tenure) and request the Member to make recommendations regarding additional evidence for the Chair to gather.

- (ii) The Chair shall peruse the material received from the Member, and any additional evidence and documentation gathered as the Chair deems relevant to the hearings. The Chair shall indicate to the Member within fifteen (15) working days of receipt of the material in 20.03.2 (a)(i) (above) whether, based on this material, a positive or a negative recommendation would be presented to the STP Committee. If, in the Chair's view, there is insufficient evidence to justify the Member's promotion, the Chair shall, at this time, advise the Member what additional evidence would overcome the perceived incompleteness or insufficiency, and shall attempt to assist the Member in acquiring such additional evidence;
 - (iii) Not fewer than ten (10) working days prior to the first day of the hearing, the Chair shall inform the Member in writing of the Chair's recommendation and all the reasons for it that will be placed before the STP Committee. In particular, the Chair shall inform the member of any negative evidence which the Member may wish to address.
 - (iv) The Chair's letter shall also inform the Member that he/she has the right to submit, within five (5) working days, a response to the Chair's recommendation.
 - (v) The Chair shall inform the Member of the right to appear before the STP Committee giving as much notice as possible but not fewer than five (5) working days notice. Normally, new documentation shall not be presented at this meeting; the Member will be provided with a fair summary of any new documentation admitted and will have five (5) working days to respond to it prior to the Committee considering the new documentation.
- (b) The Chair shall convene the STP Committee and shall place before it:
- (i) The Chair's recommendation.
 - (ii) The evidence and documentation the Chair has accumulated relevant to the hearing, including all materials submitted by the Member.
 - (iii) The motion, which shall be; "That the quality and quantity of the candidate's academic work relative to the criteria of Article 12.01 merit the award of promotion".
- (c) The STP Committee shall decide whether or not the evidence presented to it is a sufficient basis for a fair and reasonable decision; if not it shall request the Chair to accumulate such evidence.
- (d) In all cases where referees are selected, such selection shall be fair and reasonable.
- (e) If the Chair would change his/her original recommendation or if additional materials are obtained by an STP Committee or its Chair, the Member shall be so informed and shall be allowed to respond either orally or in writing.

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- (f) A draft of the letter from the Dean to the Member, informing the Member of the Committee's recommendation and the reasons therefor, as specified in Article 17.03, shall be circulated to members of the STP Committee, and amended by the Dean as appropriate, prior to its transmittal.
- (g) All materials used in the Hearing shall be deemed to be part of the Member's personal file, subject to the provisions of Article 9.

20.04 Effective Date of Promotion

A promotion shall normally become effective on but not later than July 1 of a given year providing that:

- (a) the promotion is recommended by the Salary Tenure Promotion Committee on or before the preceding March 31, or considered by the Salary Tenure Promotion Committee before March 31 and subsequently recommended by the Appeal Committee; and,
- (b) the promotion is recommended by the President and ratified by the Board.

XI. Increments for Faculty Members

21.01 A Faculty Member shall be awarded a salary increment that is:

- (a) recommended in accordance with the provisions of this Article, and
- (b) ratified by the President

21.02 All increments shall become effective on July 1 of the calendar year in which they are awarded.

21.03 Eligibility for Salary Increments

21.03.1 Date of Appointment

- (a) A Faculty Member whose appointment takes effect in the period July 1 • September 15 is eligible to receive an increment award on the following July 1.
- (b) A Faculty Member whose appointment takes effect in the period September 16 • March 31 is eligible to receive, on the following July 1, an increment award pro-rated according to the completed months he/she will have served by June 30.
- (c) A Faculty Member whose appointment takes effect in the period April 1 • June 30 will not be eligible to receive an increment award on July 1 of the same calendar year.
- (d) A Faculty Member with a term appointment whose appointment end date falls before July 1 will not be eligible to receive an increment award on July 1 of the same calendar year.

21.03.2 On Terminal Appointment

A Faculty Member awarded a terminal appointment as provided in 19.06 shall not be awarded an increment for that year of terminal appointment.

21.04 Principles and Procedures for Awarding Salary Increments

21.04.1 During the period of January 2 • March 31 of each year, the professional performance of a Faculty Member shall be evaluated. Before January 15 each year, a Faculty Member shall submit to the Dean a report of Professional Activities during the previous calendar year (as per Schedule F), any supporting documentation not already in the Faculty Member's file, and a recommendation for weighting the criteria.

21.04.2 Normally, the period for assessment shall be the calendar year immediately preceding the evaluation of performance. The basis for assessment shall normally be the Professional Activities Report, and the contents of a Faculty Member's personal file regarding the period in question. However, if the Faculty Member and the Dean agree, other relevant periods or materials shall be considered. All materials considered shall be part of a Faculty Member's personal file.

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- 21.04.3** The three criteria outlined in Article **12.01** and further elaborated in **11.03** shall be weighted by the Dean in consultation with the Faculty Member, in accordance with Articles **12.03**, **13.01**, **11** and Schedule F, to reflect the Faculty Member's duties and the relative emphasis of each of the three criteria in the assessment of performance for the period under consideration. The weighting of each Faculty Member's duties shall total **100%**.
- 21.04.4** (a) Where a Faculty, School or the Library has twenty (20) or more Faculty Members/Professional Librarians, a Faculty Member/Professional Librarian shall be assigned a performance rating on each of the three criteria according to the following descending scale of merit: **2, 1.5, 1.0, 0.5** and **0** where **1.0** reflects satisfactory performance and normal career progress.
- (b) Where a Faculty, School or the Library has fewer than twenty (20) Faculty Members/Professional Librarians, a Faculty Member/Professional Librarian shall be assigned a performance rating on each of the three criteria according to the following descending scale of merit: **2, 1.75, 1.5, 1.25, 1.0, 0.75, 0.5, 0.25**, and **0** where **1.0** reflects satisfactory performance and normal career progress.
- 21.04.5** The performance rating for each criterion multiplied by the weighting of each criterion shall determine a Faculty Member's performance score for each criterion. The overall performance score **shall be** the sum of the three performance scores.
- 21.04.6** Where a Faculty Member's Teaching or Research are assessed as less than satisfactory, or where reasonable doubt exists about a Faculty Member's satisfactory performance in either category, the Faculty Member and the Dean, in consultation with the Department Chair, where Departments exist, shall cooperate, during the subsequent evaluation period, in the collection of data concerning the Faculty Member's Teaching effectiveness or Research and Creative Activity.
- 21.04.7** A performance rating for each criterion, an overall performance score, and an increment award shall be proposed by the **Dean**, in consultation with the Department Chair, *if* any. These and a brief statement of the reasons for them shall be communicated **to** the Faculty Member in writing together with an estimate of the distribution of increments in each Faculty or group of Schools.
- 21.04.8** Where the Member disagrees with the Dean's recommendation regarding performance ratings, **he/she** shall notify the Dean in writing within five (5) working days of receipt of the letter sent pursuant to **21.04.7** stating **his/her** reasons therefor. The STP Committee shall establish the performance rating for each criterion, and send the results, with reasons, to the **Dean**. All such STP salary increment deliberations shall be completed by May **15** of the same calendar year.

The Committee's procedures shall be as follows:

- (a) The Committee Chair shall recommend to the STP Committee performance ratings (relative to weightings) and the resultant performance score. Before such a recommendation the Chair shall:

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- (i) invite the Member to supply a rationale and whatever material and information he/she deems necessary to justify his/her preferred performance ratings (relative to the weightings of the Dean/Chief Librarian) and request recommendations for additional evidence for the Chair to gather;
 - (ii) accumulate any additional **such** evidence and documentation **as** he/she deems relevant to the hearings. If in the Chair's view there is insufficient evidence to justify the Member's increment request, the Chair **shall** so inform the Member, before (iii:below), and shall advise the Member what additional evidence would overcome the alleged incompleteness or insufficiency and shall attempt to assist the Member in acquiring such additional evidence;
 - (iii) inform the Member of any negative evidence which the Member may **wish** to address;
 - (iv) inform the Member in writing of the recommendation **and** all the reasons for it that **will** be placed before the STP Committee not fewer than ten (10) working days prior to the first day of the hearing;
 - (v) inform the Member of his/her right to submit to the Chair a response to the Chair's **letter**;
 - (vi) inform the Member of the right to appear before the STP Committee giving **as** much notice **as** possible but not fewer than five (5) working days notice. Normally new documentation shall not **be** presented at **this** meeting.
- (b) The Chair shall convene the STP Committee and shall place before it:
- (i) The Chair's recommendations.
 - (ii) **The** evidence and documentation the Chair **has** accumulated relevant to the hearing, including **all** material submitted by the Member.
 - (iii) **The** motion, which shall be "The **Dean's** recommendation regarding performance rating be accepted."
 - (iv) If that motion **fails**, another motion shall be made regarding the appropriate performance rating to be recommended to the President.
- (c) After examining the evidence before the committee, the STP Committee may request the Chair to attempt to gather additional evidence within reasonable limits. If additional evidence is obtained the committee shall decide **if** **fairness** would require the Member to be informed and to respond.

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- (d) A draft of the letter from the Dean to the Member, informing the Member of the Committee's recommendation and the reasons therefor, as specified in Article 17.08, shall be circulated to members of the STP Committee, and amended by the Dean as appropriate, prior to its transmittal.
- (e) All materials used in the Hearing shall be deemed to be part of the Member's personal file, subject to the provisions of Article 9.

21.04.9 The Dean shall convey in writing to the President the increment awards and the reasons therefor. The Dean may submit to the President his/her own written recommendation differing from that of the STP Committee, if the STP Committee has established the performance ratings.

21.04.10 The President may request in writing, giving his/her reasons therefor, that the originator of performance ratings reconsider the recommendation. The Dean or the STP Committee, whichever is appropriate, shall either confirm its original recommendation or else make some other recommendation originally available to it, and the Dean shall convey the recommendation to the President. The President shall ratify one of the submitted recommendations.

21.05 If a Faculty Member is assigned an increment award of 0 or 0.5, the Dean shall arrange a meeting pursuant to Article 25.03.

21.06 Size of Salary Increment

The size of a Faculty Member's salary increment is equal to the career progress increment and the special merit award, if any.

21.06.1 Every Faculty Member with a performance score equal to or above 1.0 will receive a normal career progress increment. Those whose performance scores are less than 1.0 and greater than or equal to 0.5 will receive 0.5 of a normal career progress increment. Those whose performance scores are less than 0.5 will receive 0 increment. In any event, unless reassigned pursuant to Article 13, less than satisfactory performance in Teaching or Research and Creative Activity will lead to a normal career progress increment only under exceptional circumstances; otherwise, the Faculty Member will receive either 0.5 of the normal career progress increment or 0, according to the recommendation of the Dean or the STP Committee.

21.06.2 The value of a normal career progress increment in a Faculty, School or the Library, shall be determined by dividing the career progress pool, as defined in 33.04(a), for the appropriate Faculty, School or the Library by the total number of increments, adjusted for feathering, awarded in that Faculty, School or the Library.

21.06.3 (a) A Faculty Member's career progress increment is one times his/her normal career progress increment when his/her salary is less than two times the minimum Assistant Professor's salary as set forth in Schedule A;

(b) A Faculty Member's career progress increment is eighty-five percent (85%) times his/her normal career progress increment award when his/her salary is between two and two and one-fifth times the minimum Assistant Professor's salary as set forth in Schedule A;

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(c) A Faculty Member's career progress increment is seventy percent (70%) times his/her normal career progress increment award when his/her salary is more than two and one-fifth times the minimum Assistant Professor's salary as set forth in Schedule A.

21.06.4 (a) A mean of the overall performance scores **will** be calculated.

(b) A Faculty Member whose performance score is sufficiently above the mean for his or her Faculty, the Library or the Group of Schools shall automatically receive increments from the Special Merit Pool.

(c) A Faculty Member's merit units will equal the number of tenths by which his or her performance score (rounded to the nearest tenth) exceeds the mean performance score (rounded to the nearest tenth) of his/her Faculty, the Library or the Group of Schools. The total number of merit units for a Faculty, the Library or the Group of Schools will be the sum of these merit units.

(d) The value of a merit unit **will** be calculated by dividing **the** value of the merit pool, as established in **33.04(b)**, for a Faculty, the Library or the Group of Schools by the total number of merit units in that group.

21.07 Procedures for Biennial Evaluation

21.07.1 A Faculty Member/Professional Librarian/Academic Assistant is subject to annual evaluations unless he/she meets the provisions of 21.07.2. Members subject to annual evaluation will follow the procedures provided in Article 15.06.3, for Academic Assistants, or ~~in~~ Article 21.04, for Faculty Members/Professional Librarians each year.

21.07.2 A Faculty Member/Professional Librarian/Academic Assistant **who**:

(a) **is** tenured or holds a continuing appointment, as appropriate;

(b) **has** received at least a normal career progress increment for each of the last **3** years;

(c) has not received a report in writing of unsatisfactory performance of academic duties according to Article 25.05 **during** the last **3** years; and

(d) has not been disciplined under Article 26.02 in the last three years

is eligible to and shall have performance evaluated every two years.

21.07.3 When **a** Member who has been eligible for biennial evaluations loses that eligibility because one or more of 21.07.02(b), (c), or (d) is **no** longer satisfied, he/she shall revert to annual evaluations until the conditions in 21.07.2 are met.

21.07.4 A Member who becomes eligible for biennial evaluation shall continue to **be** evaluated **on an** annual basis until the group to which he/she is assigned is due for biennial evaluation

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21.07.5 Annual Reporting

In a year when an evaluation is not required a Member shall provide a list of classes that were taught, papers submitted, published, and/or presented, performances given, service contributions, and notable recognition received. Supporting documentation is not required.

In a year when an evaluation is required a Member shall submit a Professional Activities Report (as provided in Schedule F). Additional materials as specified in Article 12, in support of teaching, research, and service relevant to the evaluation period, as specified in Article 21, may be provided. The Member shall provide sufficient evidence to permit evaluation of the activities reported.

21.07.6 Increment Process

For Faculty Members/Professional Librarians subject to biennial evaluation, the procedures provided in Article 21.04 will be followed every second year. The rating awarded to a Member on each of the three criteria, according to Article 21.04.4, will remain the same in each year until the next evaluation.

For Academic Assistants subject to biennial evaluation, the procedures provided in Article 15.06.3 will be followed every second year. The rating awarded to an Academic Assistant, according to Article 15.06.3, will remain the same in each year until the next evaluation.

21.07.7 Evaluation Process

(a) At the discretion of the Dean, eligible Members of a Faculty, School, or the Library shall be evaluated either in one group, all in the same year, or in two groups of approximately equal size with each group being evaluated in alternate years, subject to (b) below.

(b) If membership in a Faculty, School or the Library is divided for the purposes of biennial evaluation, the basis of the groupings shall be similarity of discipline or similarity of criteria for performance rating (e.g. Natural Sciences, Social Sciences, Humanities).

Where there are departments/divisions in a Faculty, School or the Library, all eligible Members of the same department/division shall be evaluated in the same year.

... 21.08 The President shall inform all Faculty Members no later than September 30 of each year of the distribution of increments, by Faculty/Library, awarded that year. The President shall group the Schools to preserve confidentiality.

22. Grievance Procedure

22.01 A grievance is a claim that there has been a violation, improper application or non-application of the terms of this Handbook, including the Preamble. A grievance shall be settled in accordance with the terms of this Handbook. Procedures under this Article shall be subject to procedural fairness as defined in Article 2.19.

The following matters shall not be subject to grievance:

- (a) the outcome of appeals respecting the promotion, extension of probation, tenure or salary of a Member,
- (b) the outcome of a specific process provided by this Handbook that is binding on both parties,
- (c) a request for amendment of this Handbook,
- (d) a matter not covered by the Handbook.

22.02 A grievance shall not be claimable after the lapse of sixty (60) working days following the date upon which the violation, improper application or non-application is alleged to have occurred, or sixty (60) working days from the date in which the alleged violation should have become known to the Member.

22.03 A grievance may be claimed by a Member, by the Association, or by the President as an agent of the Board.

22.04 In the event that the President claims a grievance against the Association, the President shall present the grievance in writing, specifying the term or terms to which the grievance applies, to the President of the Association. If the matter is not resolved to the satisfaction of the President within twenty (20) working days of the Association having received the grievance, the President may refer the matter to arbitration as specified in 22.11.

22.05 A Member intending to claim a grievance shall first present the claim to the Association, which shall decide within thirty (30) working days whether to claim the grievance. The Member may claim the grievance on his/her own behalf only if the Association does not undertake a claim of grievance arising from the claim of the Member. In such a case, the Association shall not take further action under the provisions of this Article respecting the grievance of the Member.

22.06 In the event that the Association/Member claims a grievance, the grievance shall be presented in writing, specifying the term(s) to which the grievance applies, to the President.

22.07 The President shall investigate the grievance as he/she deems appropriate, and shall present a written report to the Association/Member within ten (10) working days together with a recommendation to resolve the dispute.

22.08 The President's report shall be deemed accepted by the Member/Association and a satisfactory resolution of the grievance affected, unless within seven (7) working days of receipt by the Member, the Member/Association notifies the President in writing to the contrary. If such notification is given, the President and the Member/Association shall meet within seven (7) working days to attempt to resolve the grievance.

- 22.09 In the event that the President and the Member/Association are unable to resolve the grievance within five (5) working days of their meeting, then the Member/Association shall within thirty (30) working days of their meeting notify the President that he/she refers the matter to arbitration as specified in 12.10. If the Member/Association does not so notify the President within thirty (30) working days, the grievance **will** be deemed to have been abandoned and **no** further action shall take place under the provisions of this Article.
- 22.10 **When** arbitration **is** required, grievances shall be referred to a single arbitrator. The arbitrator shall be appointed by the agreement of the President of the University and the Member/President of the Association within five (5) working days after the President has received notice of referral. Failing agreement within those seven days, the arbitrator shall be appointed by **a** Judge of the Alberta Court of Queen's Bench upon the Petition of either party.
- 22.11 For the purposes of Article 22, and subject to the particular provisions below, the arbitrator shall conduct the arbitration and assign the costs of arbitration in accordance with the provisions of the Arbitration Act of the Province of Alberta:
- (a) The arbitrator shall have **no** power to add **to**, delete, or otherwise amend this Handbook.
 - (b) The arbitrator shall confine him/herself to the grievance submitted for arbitration and shall have **no** authority to determine any other issues not so submitted to him/her.
 - (c) When dealing with a grievance involving claim of noncompliance with procedural requirements, if the arbitrator finds that the procedural requirements have not been complied with, he/she shall be limited to directing that the matter be reconsidered by the appropriate body in accordance with the procedures specified in the appropriate article.
 - (d) The arbitrator shall hear the grievance and issue a decision **which** shall be **final** and binding upon the parties to the arbitration.
- 22.12 The time schedule of this grievance procedure or any part thereof may be abridged or extended by mutual consent.
- 22.13 Interpretations, clarifications or specifications of the Handbook, either agreed upon by both parties or ruled by an arbitrator as part of the resolution of grievances, may be incorporated as clauses or schedules of the Handbook.
- 22.14 Disputes regarding the interpretation of non-arbitrated resolutions of grievances shall be resolved according to the procedures of Article 1.
- ...

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23. Mediation

23.01 General

- 23.01.1** The Board and the Association recognize the mutual responsibility to promote collegial relations among Members and between Members and Senior Academic Administrators and harmonious relations among members of the University community.
- 23.01.2** (a) Where possible, the persons involved in work related problems shall first **seek** early resolution among themselves unless there is good reason for not doing *so*.
- (b) If that is not satisfactory, the complainant shall send a written and signed complaint to the involved parties and suggest mediation. If they wish their mediation to be subject to **23.01.04**, they shall make a request to the Dean/Chief Librarian with a copy to the Association before mediation has commenced.
- (c) If that is not satisfactory, the complainant shall send a written and signed complaint to the Dean/Chief Librarian.
- (d) Complainants may include but are not limited to Members, students, and University employees.
- 23.01.3** (a) When a Dean/Chief Librarian receives a written and signed complaint that a Member has violated responsibilities under Article **11**, the Dean/Chief Librarian shall provide the Member with a copy of the complaint and recommend that the parties participate in mediation.
- (b) The Dean/Chief Librarian may also recommend a process **akin** to mediation except that the mediator is selected by the Dean/Chief Librarian and the minutes of settlement, if any are agreed to, shall enter the personal **files** of the Members involved.
- 23.01.4** A Member may initiate mediation if he/she has concerns about his/her relationship with the Dean/Chief Librarian and wishes to have them addressed informally without **invoking** the grievance procedure.
- 23.01.5** The Board shall pay for up to eight hours of time for an independent mediator in any individual circumstance. After eight hours of time (or **less** if the mediator is able to come to a reasonable assessment), the Dean/Chief Librarian shall obtain the mediator's assessment of whether the issues are likely to be resolved and determine the willingness of the parties to continue the process. If the mediator believes a resolution is likely and the parties are willing to continue, the President and the Association shall determine the sharing of any additional costs of continued mediation. If the President and the Association cannot agree to fund additional mediation services, the mediation **will** be deemed to have failed.
- 23.01.6** The Board shall contribute **up** to a maximum of **\$13,000** to a fund for the provision of mediation services under this Article. Unused amounts in any year may **be carried** over to subsequent years. The fund may not exceed **2.5** times the base contribution at any time.

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23.01.7 Nothing in this Article prevents any individuals involved in a dispute to seek resolution by contracting with a mediator as private individuals without the involvement of the Board, the Dean/Chief Librarian or the Association.

24. Appeals**24.01 Termination of Probation**

24.01.1 A Faculty Member shall have the right ~~to~~ appeal to a Hearing Committee a decision of the Board to terminate ~~his/her~~ probation ~~on~~ the grounds that the procedure followed in reaching the decision was not fair as defined in Article 2.19 (procedural fairness), including due consideration of the criteria in Article 12 or Article 14.

24.01.2 Such an appeal shall be heard only if a notice of appeal is submitted in writing to the Vice-president (Academic) giving grounds for the appeal within ten (10) working days after the Faculty Member has received notification of the decision of the Board. Particulars of the grounds for the appeal shall be submitted in writing to the Vice-president (Academic) within fifteen (15) working days of the date of the notice of appeal.

24.01.3 Within ten (10) working days of the date of notice of appeal, the President and the Faculty Member shall each name one person to the Hearing Committee. A third person, who shall be Chair of the Hearing Committee, shall be appointed jointly by the two Committee members, with agreement of those who appointed them. All Committee members must undertake ~~to~~ meet the deadline in 24.01.9.

24.01.4 ~~In~~ the event that agreement cannot be reached upon a third person within ten (10) working days, that person shall be appointed by a Judge of the Alberta Court of Queen's Bench upon the Petition of either party.

24.01.5 ~~If~~ either party fails to appoint a person to the Hearing Committee within ten (10) working days, then the member of the Committee who has been appointed shall petition the Alberta Court of Queen's Bench to appoint a person to the Committee, who shall subsequently act in all respects as if he/she had been appointed by the party who failed to act.

24.01.6 All members of the Hearing Committee shall hold tenured appointments at a Canadian university located in any province west of Ontario. Exceptions shall be permitted by mutual written agreement signed by the President and the Faculty Member,

24.01.7 Appeal Process

1. Except as specified in 24.01.3, the members of the Committee shall act ~~as~~ a panel independently of the parties who appointed them.
2. The Committee has a duty to conduct any investigation and hearing in a manner which is fair to all parties, in accordance with the definition of procedural fairness in Article 2.19 and subject to any specific provisions in this Handbook. The Committee may, within the preceding restrictions, set its own procedures although it shall provide for all of the following during the course of its operation:
 - (a) The Committee shall review all documentary evidence considered by the STP Committee, the grounds of appeal and any supporting evidence submitted by the Faculty Member, and any additional documents the Committee has requested.

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- (b) The Committee shall conduct a hearing during which witnesses may be examined and cross-examined by the Faculty Member and the Board. The members of the Hearing Committee **may** ask additional questions or may call its own witnesses, who shall be subject to cross-examination by either of the parties.
 - (c) The Faculty Member shall present **her/his** witnesses **first**, the Board shall present its witnesses second, and the Hearing Committee shall call any additional witnesses it decides need to be heard third.
 3. If the procedures used, including due consideration of the criteria in Article **12** or Article **14**, by the STP Committee are found to be **unfair**, the Hearing Committee shall **rectify** any unfairness and proceed **as if** it were an STP Committee, with all the powers and duties of **an** STP Committee.
 4. If the STP decision is found to be fair, the Hearing Committee shall affirm the decision.
- 24.01.8** The President shall make a reasonable effort to comply **with** requests made by the Committee during its investigation. Any refusal of the Faculty Member to cooperate with the Committee shall not be construed to vacate the appeal, nor shall it prevent the Committee from reaching a decision.
- 24.01.9** Within forty (**40**) working days of the third person being named to the Hearing Committee, the Committee shall render its decision in writing to the parties. If the written rationale is not submitted at this time, it must follow within thirty days following notification of the decision. The rationale shall consist of a brief review of the salient facts of the case and the principles which form the basis of the arbitrators' decision.
- 24.01.10** The decision of the Committee is final and binding upon the Board, the Faculty Member, and the President. The Committee shall notify in writing the Board, the Faculty Member, and the President **of** its decision, and the reasons therefor. The President shall notify the Dean/Chief Librarian.
- 24.01.11** The following costs shall be assigned by the Committee:
 - (a) Reasonable costs of the Committee; and
 - (b) **An** honorarium awarded to members of the Committee, which shall be, per day or part thereof, .006 times the floor of a Full Professor's salary.

All other costs **incurred** pursuant to this Article shall be borne by the party who contracts them.
- 24.01.12** **In** every instance where notification of the Faculty Member is required by this Article, that notification shall take place by registered mail, by the Canada Post equivalent of registered mail for packages, or by process server **subject to a** sworn or affirmed affidavit of service.
- 24.01.13** All **materials** pertaining to the Faculty Member which are used pursuant to **this** Article shall be deemed part of the Faculty Member's personal **file**, subject to the provisions of Article 9.

24.02 Promotion

- 24.02.1** A Faculty Member/Professional Librarian/Academic Assistant shall have the right to appeal to the Appeal Committee as provided in Article 17 a recommendation of the Salary Tenure Promotion Committee respecting his/her promotion.
- 24.02.2** The Appeal Committee shall hear only those appeals submitted in writing to the committee chair within ten (10) working days after the Faculty Member/Professional Librarian/Academic Assistant has received notification of the recommendation of the Salary Tenure Promotion Committee.
- 24.02.3** Process
- (a) The appellant shall write to the Chair of the Appeal Committee requesting a hearing of his/her case and stating the reasons for the appeal.
 - (b) All materials from the STP Committee hearing shall be placed before the Appeal Committee.
 - (c) (i) The appellant shall be asked for recommendations of any additional evidence that the Appeal Committee might examine or gather.
 - (ii) The Appeal Committee shall decide at (g) if this or any other additional evidence is necessary for the basis of making a fair and reasonable decision.
 - (d) The Appeal Committee shall invite the appellant to present his/her testimony.
 - (e) The Appeal Committee shall make whatever investigations it deems necessary to determine the procedural and/or substantive issues regarding the case under appeal.
 - (f) The Appeal Committee shall review the case. It may choose to ask the appellant to re-appear at this stage.
 - (g) (i) If the Appeal Committee decides that the evidence gathered by the STP Committee was sufficient for making a fair and reasonable decision, it may reach a decision without examining or gathering the additional evidence suggested in Article 24.02.3 (c), or without hearing the case *de novo*.
 - (ii) If the Appeal Committee decides that the additional evidence mentioned in Article 24.02.3 (c) is necessary for reaching a fair and reasonable decision, it shall gather such evidence.
 - (iii) The Appeal Committee shall determine whether the procedures of the STP Committee were fair, irrespective of the evidentiary basis. If it decides that only said procedures were unfair, it may reach a decision without gathering additional information.
 - (iv) If new evidence is introduced, the appellant shall be so informed

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Article 24

and shall be allowed to respond either orally or in writing.

- (h) **In** all cases where referees are selected, such selection shall be fair and reasonable.
- (i) A draft of the letter from the Chair to the President, with copies to the Dean and the Member, as specified in Article 17.08, shall be circulated to members of the Appeal Committee, and amended by the Chair as appropriate, prior to its transmittal.

24.02.4 The Appeal Committee shall be empowered to deal with the appeal by making any recommendation that a Salary Tenure Promotion Committee is empowered to make **in** the case under appeal and its recommendation shall take precedence over that of the Salary Tenure Promotion Committee.

24.02.5 The recommendation of the Appeal Committee on an appeal shall be the final committee recommendation and not subject to further appeal.

24.03 Salary

24.03.1 **A** Faculty Member shall have the right to appeal **to** the Appeal committee as provided in Article 17 a performance rating of 0 or 0.5 assigned to the Faculty Member by the Salary Tenure Promotion Committee.

24.03.2 **An** Academic Assistant shall have the right to appeal to the Appeal Committee a recommendation of the STP Committee which results **in** an increment award of 0 or 0.5.

24.03.3 The Appeal Committee shall hear **only** those appeals submitted in writing to the committee chair within ten (10) working days after the Faculty Member/Academic **Assistant** has received notification of the recommendation of the Salary Tenure Promotion Committee.

24.03.4 The process for the hearing of an appeal regarding a performance rating or an increment award shall be that for a hearing of an appeal regarding promotion as provided in Article **24.02.3**.

24.03.5 The Appeal Committee shall be empowered to deal with the appeal by making any recommendation that the Salary Tenure Promotion Committee is empowered to make in the case under appeal and its recommendation shall take precedence over that of the Salary Tenure Promotion Committee.

24.03.6 The recommendation of the Appeal Committee **on** an appeal shall **be** the final committee recommendation and not subject to further appeal.

24.04 Appointment

A Member shall not have the right to appeal a recommendation of the Search Committee respecting his/her appointment to a position to which the provisions of this Handbook apply.

25. Supervision

- 25.01** The Dean/Chief Librarian shall have general supervision over and direction of his/her Faculty/Library and the performance and academic work of its Members subject to this Handbook, including Article 11.
- 25.01.1** If a Dean/Chief Librarian has heard, or received, complaint(s) about a Member pursuant to Article 11.01.2, that Dean/Chief Librarian may invoke Article 25 regarding the Member even though the Member is normally under the authority of another Dean/Chief Librarian. This supervision shall be limited to the specific complaint(s) about the Member.
- 25.02** The Dean/Chief Librarian may initiate mediation if he/she has concerns about the career progress of a Member and wishes to have the concerns addressed, informally, without invoking the balance of this Article.
- 25.03** When the Dean/Chief Librarian considers that a Member's performance under 25.01 may be unsatisfactory, he/she shall arrange an informal exploratory meeting with the Member in order to discuss the Member's performance and the reason(s) for the Dean/Chief Librarian to consider that it may be unsatisfactory. The Member and the Dean/Chief Librarian may each invite another Member/Senior Academic Administrator /Administrator to attend this meeting. Any record of this meeting in the Member's personal file shall consist of a note that the meeting took place and a list of those in attendance.
- 25.04** In the event that after the discussion in 25.03, the Dean/Chief Librarian still considers that the Member's performance may be unsatisfactory, the Dean/Chief Librarian shall so inform the Member along with the reason(s) there for, and shall arrange for a second meeting to discuss the matter further. The Dean/Chief Librarian and the Member each may invite another person, as in 25.03, to this meeting. Any record of this meeting in the Member's personal file shall consist of a note that the meeting took place and a list of those in attendance. In addition, the Dean/Chief Librarian may include a record of the matters discussed in the meeting.
- 25.05** In the event that after the meeting in 25.04, the Dean/Chief Librarian considers the Member's performance of academic duties to be unsatisfactory, he/she shall so report in writing to both the Member and the President, and in consultation with the Member and the Member's representative, shall arrange for implementation of such measures as may be expected to effect improvement to the level of satisfactory performance in teaching, research, service or other responsibilities according to Article 11. At no time shall the willingness of the Member to cooperate with these measures be construed as an admission by the Member that his/her academic performance is unsatisfactory.
- 25.06** In the event that the Dean/Chief Librarian considers that the measures arranged under 25.05 have not resulted in satisfactory performance, or if the Member expresses his/her unwillingness to comply with such measures, then the Dean/Chief Librarian shall commence disciplinary action under the provisions of Article 26.
- 25.07** Notwithstanding the provisions of 25.03 through 25.06 inclusive, a Member may at any time request informal discussions with the President or the Vice-president (Academic) on any aspect of his/her professional activities and performance, and the President or Vice-president (Academic) may request such discussions with the Member.

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25.08 Wherever possible, actions pursuant to this Article shall be expeditious, and the Dean/Chief Librarian in consultation with the Member shall specify an appropriate time period whose expiry will signal movement to the next step of supervision, if necessary.

26. Discipline and Dismissal

26.01 A Member may be disciplined **only** for just, reasonable, and sufficient cause, and **only** in accordance with provisions of this Article.

- (a) **Unless** the Dean/Chief Librarian has reasonable cause to believe the Member has committed an act or acts of **gross** professional misconduct or in the view of the Dean/Chief Librarian the Member constitutes a clear and imminent danger to the University community or its functioning, the Member may be disciplined only after all other available Handbook processes have failed to or will not resolve the problem.
- (b) Unless the Dean/Chief Librarian has reasonable cause to believe the Member has committed an act or acts of **gross** professional misconduct or in the view of the Dean/Chief Librarian the Member constitutes a clear and imminent danger to the University community or its functioning, discipline shall be progressive, aimed at correcting the unsatisfactory performance of the Member, and shall allow sufficient time to determine whether the disciplinary action was effective.
- (c) **If** the Dean/Chief Librarian has reasonable cause to believe the Member has committed an act or acts of **gross** professional misconduct, or **if** in the view of the Dean/Chief Librarian the member constitutes a clear and imminent danger to the university community or its functioning, the Dean/Chief Librarian may proceed immediately to **26.03** and the President may act under **26.30** immediately upon receipt of the letter of **26.03**.
- (d) If pursuant to Article 25.01.1 a Dean/Chief Librarian hears or receives a complaint about a Member normally under another's supervision, that Dean/Chief Librarian may invoke Article **26** regarding the Member. Discipline shall be limited to the specific complaint(s) about the Member.
- (e) Disciplinary action shall be commensurate with the breach of professional duties. All processes under this Article shall **be** subject to procedural fairness **as** defined in Article **2.19**.

26.02 The only disciplinary measures which may be taken by the Board against a Member are the following:

- (a) a letter of reprimand or censure be placed in the personal file of the Member;
- (b) the Member be suspended with pay for a specified period, not to exceed twelve **(12)** months;
- (c) a performance rating of zero **(0)** be assigned in one or more of the three areas of assessment which make up the professional performance evaluation in the next assessment;
- (d) the Member be suspended without pay for a specified period, not to exceed two **(2)** months; and
- (e) the Member be dismissed for cause, in which case cause shall mean professional incompetence **and/or gross** misconduct **and/or** serious and persistent neglect of duty.

26.03 When a Dean/Chief Librarian has reasonable cause to believe that cause may exist for the discipline of a Member, the Dean/Chief Librarian shall **so** notify the President and **the** Member and the Association in writing, giving the reason(s) therefor and the disciplinary measure the Deadchief Librarian recommends.

26.03.1 The Dean's/Chief Librarian's letter to the Member shall invite the Member to meet with the Dean/Chief Librarian within ten (10) working days to discuss the Dean's/Chief Librarian's concerns. The Member may, without prejudice, decline to meet with the Dean/Chief Librarian.

26.03.2 Within fifteen (15) working days after sending the letter under **26.03**, the Deadchief Librarian shall write to the Member, the President and the Association advising them of one of the following:

- a) that after reconsideration he/she declines to proceed with the disciplinary process; or
- b) that he/she will proceed with the disciplinary process, specifying the disciplinary measure proposed and inviting the Member to meet within ten (10) working days to discuss the discipline process. The Member may, without prejudice, decline to meet with the Dean/Chief Librarian.

26.04 If the Dean/Chief Librarian believes the appropriate disciplinary measure is **one** of **26.02(a)**, (b), or (c) above, he/she shall proceed with the process in **26.06** through **26.13** (The Dean's/Chief Librarian's Process).

26.05 If the Dean/Chief Librarian believes the appropriate disciplinary measure is one of **26.02(d)** or (e), whether initially or during the course of the process **up** to **26.06**, he/she shall write to the President, copying the Member and the Association, recommending that the disciplinary measure of **26.02(d)** or (e) be imposed through the process detailed in **26.14** through **26.21** (The President's Process).

The Dean's/Chief Librarian's Process

26.06 **Within** twenty (20) working days of the date of the Dean's/Chief Librarian's letter of **26.03.2**, he/she shall write the Member, the President and the Association, enclosing:

- (a) all charges against the Member; and
- (b) all documentary evidence relevant to the matter in question; and
- (c) the disciplinary measure the Dean/Chief Librarian intends to impose.

26.07 The Member shall have twenty (20) working days after the date the letter is sent under **26.06** in which to reply to that letter.

26.08 Ten (10) working days after the Member has responded under **26.07** or when the deadline for response has passed, the Dean/Chief Librarian shall write to the President, the Member, and the Association, informing them that he/she intends to impose disciplinary measure under **26.02(a)**, (b), or (c), or that he/she does not intend to impose a disciplinary measure.

26.09 Where, **as** provided under **26.08**, the Deadchief Librarian writes advising he/she intends to impose a disciplinary measure, the President shall review the actions of the Dean/Chief Librarian, and shall

- (a) **affirm** the disciplinary action proposed by the Dean/Chief Librarian, or
- (b) drop **all** charges against the Member.

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- 26.10 The President shall advise the Member, the Deadchief Librarian, and the Association of his/her decision in writing, within five (5) working days of the President's receipt of the letter under 26.08.
- 26.11 Within five (5) working days of the President's letter under 26.10, where the President affirms a disciplinary measure under 26.02(a), (b) or (c), the Member may request that the matter be submitted to a single Arbitrator. Such request shall be in writing, to the President, and shall be copied to the Dean/Chief Librarian and the Association.
- 26.12 If the Member does not request the matter be submitted to an Arbitrator within five (5) working days of the President's letter in 26.10, the Deadchief Librarian shall impose the disciplinary measure specified in 26.08.
- 26.13 If the Member requests that the matter be submitted to an Arbitrator, the Dean/Chief Librarian shall not take action. In such a case, the Arbitrator shall render a decision as per Article 26.25 and the Dean/Chief Librarian shall take the action necessary to implement the Arbitrator's decision.

The President's Process

- 26.14 If the President receives from the Dean/Chief Librarian a recommendation for a disciplinary measure from 26.02(d) or (e), the President shall proceed with the process from 26.14 through 26.21. The President shall not delegate actions under this process to a Deadchief Librarian.
- 26.15 The President shall appoint a time, that time to be within ten (10) working days of the receipt of the Dean's/Chief Librarian's letter recommending a disciplinary measure from 26.02(d) or (e), to discuss the letter with the Member. A refusal of the Member to meet with the President shall not in itself be construed as an admission of incompetence or misconduct by the Member, nor shall it prevent the President from further action pursuant to this Article.
- 26.16 Within thirty-five (35) working days of the date of the Dean's/Chief Librarian's letter of 26.03.2 the President shall write the Member, the Deadchief Librarian and the Association, enclosing:
- (a) all charges against the Member, and
 - (b) all documentary evidence relevant to the matter in question; and
 - (c) the disciplinary measure which the President intends to recommend.
- 26.17 The Member shall have twenty (20) working days after the date of the letter under 26.16 in which to reply in writing to that letter.
- 26.18 Ten (10) working days after the Member has responded under 26.17 or when the deadline for response has passed, the President shall inform the Member, the Deadchief Librarian, and the Association, in writing:
- (a) that all the charges have been dropped; or
 - (b) that the President intends to direct the Deadchief Librarian to impose a disciplinary measure under 26.02(a), (b) or (c); or
 - (c) that the President intends to impose a disciplinary measure under 26.02(d); or
 - (d) that the President intends to recommend the Board impose the disciplinary measure under 26.02(e).

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- 26.19 Within five (5) working days following receipt of the President's letter of 26.18, the Member may request that the matter be submitted to a single Arbitrator. Such request shall be in writing, to the President, and shall be copied to the Dean/Chief Librarian and the Association.
- 26.20 If the Member does not request that the matter be submitted to an Arbitrator, the President shall direct that the disciplinary measure of 26.02(a), (b) or (c) be imposed, or shall impose the disciplinary measure of 26.02(d) or shall submit the recommendation of 26.18 and the letters of 26.16 and 26.18, to the Board for action under 26.02(e). The President's decision shall be communicated to the Member, the Dean/Chief Librarian and the Association in writing. Where the President refers the matter to the Board, the Board shall notify the President and the Member of its decision, and the President shall immediately notify the Dean/Chief Librarian and the Association.
- 26.21 If the Member requests that the matter be submitted to an Arbitrator, none of the Dean/Chief Librarian, the President or the Board shall take action. In such a case, the Arbitrator shall render a decision as per Article 26.25.
- 26.22 If the Member requests that the matter be submitted to an Arbitrator under 26.11 or 26.21, the President and the Member shall, within ten (10) working days of the Member's request for an Arbitrator, select by mutual agreement an Arbitrator from a Canadian Province west of Ontario who can hear the case within sixty (60) working days. In the event that they cannot agree on an Arbitrator within ten (10) working days, that person shall be appointed by a Judge of the Alberta Court of Queen's Bench upon the petition of either party.
- 26.23 The Arbitrator shall conduct a hearing that is subject to procedural fairness. The Member has a right to legal counsel of his/her choice, provided such counsel is on staff of CAUT or a member of the Alberta Bar. The burden of proof shall rest with the President. The standard of proof shall be a civil law standard, bearing in mind the consequences of the disciplinary action to the Member.
- 26.24 The President shall make a reasonable effort to comply with requests made by the Arbitrator during the hearing. Any refusal of the Member to cooperate with the Arbitrator shall not be construed in itself an admission of incompetence or misconduct by the Member, nor shall it prevent the Arbitrator from reaching a decision.
- 26.25 The Arbitrator shall hear the case as soon as possible. Within thirty (30) working days of the commencement of the hearing, the Arbitrator shall decide whether:
- (a) all charges should be dismissed; or
 - (b) the President's recommendation or that of the Dean/Chief Librarian should be upheld.
- 26.26 The decision of the Arbitrator is final and binding upon the Board, the Member, the Dean/Chief Librarian and the President. The Arbitrator shall notify in writing the Member, the Dean/Chief Librarian, the President and the Association of its decision, and the reason(s) for it. The President shall notify the Board. The President shall take the action necessary to carry out the Arbitrator's decision.
- 26.27 Each party will bear the cost of his/her own legal counsel. The costs of the hearing are to be assigned by the Arbitrator, unless the parties agree to an assignment of costs.

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- 26.28 In every instance where notification of the Member is required by this Article, that notification shall take place by registered mail, by the Canada Post equivalent of registered mail for packages, or by process server subject to a sworn or affirmed affidavit of service.
- 26.29 All materials pertaining to the Member which are used pursuant to **this** Article shall be deemed part of the Member's personal file, subject to the provisions of Article 9.
- 26.30 At **any** point in the disciplinary process, if the recommendation is for action under 26.02 (d) or (e), the President may, upon the request of either the Member or the Dean/Chief Librarian, or at the President's discretion, relieve the Member of some or all of his/her duties, without prejudice. **If** the President does so, however, he/she shall inform the Association, the Board and the Executive Committee of the General Faculties Council of the action and the reason(s) for it.
- 26.31 Members accused of a criminal offence(s) shall be treated as innocent of that criminal offence(s) until proven **guilty**.
- 26.32 Members disciplined with suspension without pay may opt to forego all or some vacation period in lieu of all or some of the suspension without pay.
- 26.33 Wherever possible, actions pursuant to **this** Article shall be expeditious. Specified time limitations in this Article may be extended by mutual consent given in writing and signed by the parties.
- 26.34 If the cause of the disciplinary action is related to emotional illness or the use of alcohol or drugs, the Member may be given the opportunity to seek treatment/counselling for the problem. Disciplinary measures imposed by the Dean/Chief Librarian, the President, the Board or an Arbitrator may be mitigated or suspended by the President if the Member participates in an active treatment program, such suspension or mitigation to take place during the program, or subsequent to the program pending the outcome of the program, or both.

27. Termination of Appointment for Financial Emergency or Due to Program Redundancy

27.01 No probationary or tenured Faculty Member or Professional Librarian shall be terminated following a declaration of financial emergency or of program redundancy except in accordance with this article.

27.02 Financial Emergency

27.02.1 A state of financial emergency is defined as a situation in which the University faces a substantial and potentially chronic accounting deficit which (a) is projected to extend for more than one year; (b) threatens to turn into a deficit in cash flow; (c) threatens the continued functioning of the University as a whole, and (d) cannot be alleviated without laying off Faculty Members or Professional Librarians in order to reduce the University's budgetary allocation to salaries and benefits of Faculty Members and Professional Librarians.

27.02.2 The Board may declare that a state of financial emergency exists only after giving thorough and reasonable consideration to a report by the Financial Emergency Commission established under 27.02.6.

27.02.3 In the event that the President considers that a financial emergency may exist within the meaning of 27.02.1, he/she shall give notice to the Board, General Faculties Council (GFC), and the Association that he/she intends to recommend that the Board declare a financial emergency. As of the date of such notice and until the Board has approved a plan to resolve the financial emergency, if it exists, the Board undertakes to make no additional continuing, probationary or term appointments to the academic, administrative, or non-academic complement, except if required for the maintenance of essential functions and services, as determined by the Board.

27.02.4 Within ten (10) working days of the President's notice that a financial emergency may exist, the Board shall announce details of a career transition incentive program which may include a voluntary early retirement program, a voluntary separation program and a voluntary reduced load program. Eligible Faculty Members/Professional Librarians shall indicate in writing, within forty (40) working days, their willingness to participate.

27.02.5 Within ten (10) working days of the President's notice that a financial emergency may exist, he/she shall forward to the Association a copy of the documentation he/she is providing to the Financial Emergency Commission established under 27.02.6.

27.02.6 Within ten (10) working days of the President's notice that a financial emergency may exist, the Board and the Association shall create a Financial Emergency Commission. The Financial Emergency Commission shall consist of five (5) members, two (2) of whom shall be appointed by the Board, and two (2) of whom shall be appointed by the Association. An independent chair shall be selected by mutual agreement between the Board and the Association. In the event that the Board and the Association cannot agree on a chair within five (5) working days of the President's notice under 27.02.3, the chair shall be named by a Judge of the Alberta Court of Queen's Bench.

- 27.02.7** The Financial Emergency Commission shall **verify** the potential financial emergency and shall examine whether or not the University has explored in good faith a wide variety of methods of avoiding declaration of a financial emergency, including but not restricted **to** leaves of absence, early retirements, re-deployment, retraining, termination of term contracts, other methods of expenditure reduction, or other methods of revenue enhancement.
- 27.02.8** The Financial Emergency Commission shall establish its own procedures, except that **(a)** the minutes of each of its meetings shall be published to the University community within three **(3)** working days; **(b)** its quorum shall be a majority of its members; and **(c)** unless the Commission decides otherwise, hearings of oral evidence, if any, shall be open to the University community.
- 27.02.9** The costs of the Financial Emergency Commission, other than as provided in **27.02.10** shall be paid by the Board except that all costs incurred by or for each party's nominees to the Financial Emergency Commission shall be paid by that party.
- 27.02.10** The Financial Emergency Commission may retain the services of a qualified financial consultant to assist it, but the responsibility for the report remains with the Financial Emergency Commission; the costs incurred up to \$10,000 will be borne by the Board; further costs, to a maximum of **an** additional \$10,000 shall be shared by the Board (50%) and the Association (50%). Expenses beyond **this** limit may be incurred only following **consultation** with and approval by the Board and the Association.
- 27.02.11** The Board shall cooperate with the Financial Emergency Commission in its deliberations and shall accommodate any reasonable request for documentation.
- 27.02.12** Within thirty five **(35)** working days of the President's notice under **27.02.3**, the Financial Emergency Commission shall report in writing to the Board, with copies to GFC, the President and the Association. The report shall indicate **(a)** whether or not the Committee agrees that a financial emergency **is** imminent, **(b)** a recommendation **on** the amount of reduction in expenditure required, and **(c)** a recommendation **on** the amount, **if** any, of the reduction to be achieved from Faculty Members/Professional Librarians' salaries and benefits. **The** Financial Emergency Commission may also recommend steps the University might take **to** avoid a financial emergency.
- 27.02.13** A failure of the Financial Emergency Commission to report within this time limit shall relieve the Board of the constraint under **37.02.2**.
- 27.02.14** After the Financial Emergency Commission reports or if it fails **to** report, the Board and Association shall have a period of **seventeen (17)** working days to meet to consider the recommendations of the report, if any, and may, notwithstanding any provision to the contrary in the Handbook, negotiate provisions of the Handbook that bear directly **on** the salaries and benefits of Faculty Members/Professional Librarians, or reach other mutually acceptable emergency provisions to reduce expenditures to avert a state of financial emergency; in any negotiated salary adjustments the Board and the Association shall make reasonable effort

to ensure that Academic Assistants are treated fairly. If an agreement is reached, both parties shall arrange that the necessary ratification votes occur within ten (10) working days of the conclusion of negotiations.

27.02.15 Following the negotiations in 27.02.14 the Board must decide whether a financial emergency exists. If the Board declares that a financial emergency exists in the University, it may institute layoffs of Faculty Members/Professional Librarians according to the provisions of 27.06.

27.02.16 In the event that the Board decides that a financial emergency does not exist as defined in 27.02.1, then no notice under 27.02.3 shall be given for a period of twelve (12) months from the date of the original notice under 27.02.3.

27.03 Program Redundancy

27.03.1 Program redundancy, as defined in Clauses 27.03.2 and 27.03.3, may be declared only by the Board. The Board may declare a program redundant only after requesting that GFC make a recommendation on the matter. Before GFC makes a recommendation it must provide each academic unit affected with a reasonable opportunity to comment upon the proposed redundancy. Such a declaration may be made by the Board for reasons defined in Clause 27.03.3.

27.03.2 A program is defined as a group of credit courses, normally comprising a major, that, on completion, leads to the granting of a degree, diploma or certificate. Program redundancy results in one or more positions, vacant or occupied by a Faculty Member/Professional Librarian, being declared unnecessary.

27.03.3 A program may be declared redundant for one or more of the following reasons:

- (a) changing University priorities or restructuring of the University's academic programs: as a consequence of a decision by the Board, following a recommendation by GFC, that the University make major changes in its priorities;
- (b) low student enrolment: when recent history and reasonable projections into the future indicate that the level of enrolment, in proportion to the resources committed to that program, will continue for more than two years significantly below the average of the relevant faculty/school;
- (c) a material loss of funding given to the University for the support of the specific program;
- (d) other external factors which specifically affect enrolment in the particular program and over which the University has no control, such as changes in the requirements for certification in various professions.

27.03.4 After consultation with the appropriate Dean, the President, or the Vice-President (Academic), may request that one or more programs be considered for redundancy by writing to the President as Chair of General Faculties Council, indicating the program to be considered for termination or reduction and giving detailed reasons for the request;

copies of the request and supporting documentation shall be forwarded to GFC, the Board and the Association within ten (10) working days of the initial letter of request.

27.03.5 Following the request, the President shall initiate the formation of a Redundancy Committee.

27.03.6 The Redundancy Committee shall be composed as follows:

- (a) a chair appointed by GFC;
- (b) two (2) other members and one (1) alternate appointed by the GFC;
- (c) one (1) member appointed by the Vice-president (Academic),
- (d) the Dean of the faculty/school involved and,
- (e) two (2) members and one (1) alternate, with voice but not vote, appointed by the Association,
- (f) two (2) members and one (1) alternate, with voice but not vote, appointed by the Board.

Alternate members may attend all meetings but may not participate unless required to act as an alternate for a missing regular member.

In the event that GFC fails to appoint the required members, the President shall appoint them from among the elected members of GFC.

27.03.7 This committee shall hold its first meeting within ten (10) working days of the GFC meeting following the receipt of the request by the President.

27.03.8 The Redundancy Committee shall establish its own procedures, except that

- (a) unless the Committee decides otherwise, its hearings shall be open to the University community;
- (b) its quorum shall be three (3) voting members;
- (c) reasonable effort shall be made to schedule meetings to allow attendance by the majority of members, both voting and non-voting.

27.03.9 The Redundancy Committee shall assess whether the request to consider a program or programs for redundancy is consistent with the reasons set out in 27.03.3. If the Committee considers that a program may be redundant, it may include in its report recommendations for action that may prevent layoffs stemming from the redundancy.

27.03.10 Within twenty (20) working days of its first meeting, the Redundancy Committee shall submit its report in writing to the President as Chair of General Faculties Council.

27.03.11 General Faculties Council shall consider the report at its next meeting following the receipt of the report by the President. GFC shall forward the report and its own recommendations concerning it to the Board. A copy of both the report and GFC's recommendations, if any, shall be sent to the Association.

27.03.12 Following thorough and reasonable consideration of the report and the recommendations made by GFC, the Board may declare the program redundant. The Board shall notify General Faculties Council and the

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Association of the effective date of program redundancy, which effective date will be either January 1 or July 1.

27.03.13 A failure of the Redundancy Committee or GFC to submit a report within the time-lines specified in **27.03.10** and **27.03.11** shall relieve the Board of any constraints under this article in declaring the program redundant.

27.03.14 The Board shall offer to each Faculty Member/Professional Librarian in a redundant program a career transition incentive program which shall include a voluntary early retirement program or a voluntary separation program. Within forty (40) working days of the offer, the Faculty Member/Professional Librarian shall indicate in writing whether he/she accepts.

27.03.15 Concurrent with any offer under **27.03.14**, the Board shall make reasonable efforts to offer to each Faculty Member/Professional Librarian in a redundant program one or more of the following, as deemed appropriate by the Board:

(a) reassignment according to **27.04**;

(b) retraining according to **13.02** or **27.05**;

(c) any other alternative which may be implemented with the mutual consent of the Board and the Faculty Member/Professional Librarian.

The Vice-president (Academic) shall consult with Faculty Members/Professional Librarians in the affected program or programs to develop proposals for (a), (b), or (c) above.

The Faculty Member/Professional Librarian shall have at least fifteen (15) working days to accept any offer under this subsection.

27.03.16 The Faculty Member/Professional Librarian shall accept at most one of the offers in **27.03.14** and **27.03.15**. If the Faculty Member/Professional Librarian does not accept the option offered under **27.03.14**, and if no proposal under **27.03.15** is satisfactory to both the Faculty Member/Professional Librarian and the Board, the Faculty Member/Professional Librarian shall be laid off pursuant to **27.06**.

27.04 Reassignment

27.04.1 From the date of a decision of the Board under **27.03.12** until the end of the working notice period under **27.06.3**, Faculty Members/Professional Librarians affected by a program redundancy will be notified of all vacant academic Faculty Member/ Professional Librarian positions.

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- 27.04.2** If the Board declares a program redundancy under **27.03.12**, it shall make reasonable effort to reassign Faculty Members/Professional Librarians affected by the reduction to vacant or newly established Faculty Member/Professional Librarian positions in other programs or to vacant or newly established non-academic positions. Such reassignment shall occur only if, in the judgement of the relevant Search Committee, after its consultation with the Vice-president (Academic), the Faculty Member/Professional Librarian possesses the expertise required to fulfil the responsibilities of the vacant or newly established Faculty Member/Professional Librarian position or vacant or newly established non-academic position.
- 27.04.3** If a Faculty Member/Professional Librarian is reassigned to another Faculty Member/Professional Librarian position following **27.03.12**, his/her rank, type of appointment, seniority and compensation shall not be altered by the reassignment.
- 27.04.4** The Board may require the Faculty Member/Professional Librarian who is reassigned to participate in a retraining program at the Board's expense.
- 27.04.5** If a Faculty Member/Professional Librarian is offered a reassignment, with or without retraining provision, and declines, the Faculty Member/Professional Librarian shall be laid off according to the provisions of **27.06**.
- 27.04.6** If there are no positions suitable for reassignment of a Faculty Member/Professional Librarian affected by a declaration of program reduction, the Faculty Member/Professional Librarian shall be laid off according to the provisions of **27.06**.
- 27.04.7** A Faculty Member/Professional Librarian who accepts a transfer to a non-academic position in accordance with **27.04.2** ceases to be a Member of the Association on the date that the transfer becomes effective.
- 27.05** Retraining
- 27.05.1** A Faculty Member/Professional Librarian assigned to retraining under this subsection shall be required to complete a Master's degree, or its equivalent, in the relevant discipline.
- 27.05.2** A Faculty Member/Professional Librarian assigned to retraining shall be granted leave with full salary and benefits for a period not to exceed one (1) year.
- 27.05.3** A Faculty Member/Professional Librarian assigned to retraining who requires more than one (1) year to complete the program of study shall be granted further leave, but without pay, for a maximum of one year. The Board shall pay the Faculty Member's/Professional Librarian's benefits excluding pension during that year and provide the Faculty Member/Professional Librarian with a lump sum payment equivalent to the Board's contribution to pension for the period in question.
- 27.05.4** A Faculty Member/Professional Librarian assigned to retraining who fails to complete the program of study within two (2) years may be terminated without further notice and severance.

27.06 Layoff

- 27.06.1** Seniority shall be established by the most recent date upon which continuous employment with the University commenced; however, seniority may be transferred in for full years served in an academic appointment at the University of Lethbridge or an appointment at another degree granting institution provided that: (a) the appointment meets all of the criteria in Article 12.01 for Faculty Members or Article 14.11 for Professional Librarians; and (b) the Faculty Member/Professional Librarian possessed full academic credentials for the years of service in question. Any transfer of seniority shall be specified in the letter of offer. For Faculty Members/Professional Librarians already on staff when this agreement is ratified, time served in a probationary appointment and as a tenured Faculty Member/Professional Librarian at the University of Lethbridge shall be counted toward seniority. Credit for verified prior service meeting the above criteria shall be granted upon application. Continuity of employment shall not be affected by leave taken in accordance with this Handbook nor leave taken under any previous versions of this Handbook; however, seniority shall not be accumulated during any leave of absence without pay.
- 27.06.2** Under both financial emergency and partial program redundancy, Faculty Members/Professional Librarians holding probationary or tenured appointments shall be laid off in the order of reverse seniority. If two (2) or more Members have equal seniority, the order of layoff, if necessary, will be decided by lot. Under financial emergency, the Vice-President (Academic) shall be free to designate a number of Faculty Members/Professional Librarians to be excluded from the list of persons subject to layoff; the number in question shall not exceed twelve (12) per cent of the average number of Faculty Members/Professional Librarians employed during the previous academic year. Under partial program redundancy, the proportion of Members who can be so designated shall be limited to twelve (12) percent of the membership of the unit designated partially redundant with a minimum of one (1) person. The case for retention of an individual Faculty Member/Professional Librarian shall be made by the appropriate Dean in writing to the Vice-president (Academic) and shall be based upon the requirement of academic plans previously approved by GFC, or the quality of programs of instruction or research.
- 27.06.3** Following a Board decision on the recommendation of the President, Faculty Members/Professional Librarians who are to be laid off under this Article shall be provided with written notice. Layoffs under this Article shall not be recorded as dismissals for cause.
- 27.06.4** Each Faculty Member/Professional Librarian with a probationary or tenured appointment who is selected for layoff shall receive not less than four (4) months written notice of layoff or salary and benefits in lieu of notice, or a combination of notice plus salary and benefits to the equivalent of four (4) months, plus one (1) month's salary and benefits for each year of service with a minimum of four (4) months and a maximum of twelve (12) months salary and benefits. In no case shall the number of months of salary and benefits paid under this clause exceed the time remaining until the Member's normal retirement age, according to Article 16. Benefits in this clause are taken to mean the cash equivalent of the Board's contribution to the Faculty Member's/Professional Librarian's benefits at the time of layoff.

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27.06.5 Faculty Members/Professional Librarians who are laid off shall enjoy reasonable access to library and computer services until alternative academic employment is secured, or their recall rights expire or recall is refused, whichever occurs first. With the consent of the Dean, access to other facilities may be granted. In addition, laid-off Faculty Members/Professional Librarians shall have access to the Tuition Benefit Program during the same period.

27.06.6 While a Faculty Member/Professional Librarian is on layoff under the provisions of this Article, the University will not contribute towards benefits but will permit and facilitate continuance of any coverage if available and if desired by the Faculty Member/Professional Librarian who will pay the applicable premiums.

27.07 Recall

27.07.1 Any Faculty Member/Professional Librarian who, under this Article, is laid off, who voluntarily accepts reduced load appointments, or who accepts reassignment to a position outside the Handbook shall have, for a period of two (2) years from the date of lay off, reduced load appointment, or reassignment, a right of first refusal for any Faculty Member/Professional Librarian position in their former academic unit unless the relevant Search Committee determines that the Faculty Member/Professional Librarian does not have the necessary specialized knowledge. For these purposes the academic unit shall be the academic department, where academic departments exist, and in all other cases the relevant faculty, school or library. Throughout this recall period the University shall notify relevant Faculty Members/Professional Librarians of any vacant Faculty Member/Professional Librarian positions in their former academic unit, as such positions become available. If more than one such Faculty Member/Professional Librarian applies for a vacant position, the decision of the relevant Search Committee shall be final.

27.07.2 Any Faculty Member/Professional Librarian who is laid off under the provisions of Article 27 shall have, for a period of one (1) year from the date of layoff, the right of refusal for any other vacant Faculty Member/Professional Librarian position in the University for which the Faculty Member/Professional Librarian is qualified, as judged by the relevant Search Committee established under this Handbook. Throughout this recall period the University shall notify relevant Faculty Members/Professional Librarians of any vacant Faculty Member/Professional Librarian positions at the University, as such positions become available. If more than one such Faculty Member/Professional Librarian applies for a vacant position, the decision of the relevant Search Committee shall be final.

27.07.3 The right of first refusal in 27.07.2 is subsidiary to the right of first refusal in 27.07.1.

27.07.4 Any Faculty Member/Professional Librarian who is laid off under the provisions of Article 27, shall have, for a period of one (1) year from the date of layoff, the right of first refusal for any vacant Academic Assistant position in the University for which the Faculty Member/Professional Librarian is qualified, as judged by the relevant Search Committee established under this Handbook. This right shall not apply if an Academic Assistant has applied for the position under 15.08.7.

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Throughout this recall period the University shall notify relevant Faculty Members/Professional Librarians of any vacant Academic Assistant positions, as such positions become available. If more than one such Faculty Member/Professional Librarian applies for a vacant position, the decision of the relevant Search Committee shall be final.

- 27.07.5** Any Faculty Member/Professional Librarian who is laid off under the provisions of Article 27, shall, for a period of one (1) year from the date of layoff, be considered, upon application, as an internal candidate for any other vacant non-academic position in the University for which the Faculty Member/Professional Librarian is qualified, as judged by the relevant Search Committee. If more than one such Faculty Member/Professional Librarian applies for a vacant position, the decision of the relevant Search Committee shall be final.
- 27.07.6** Individuals who are recalled under **27.07.1** or **27.07.2** shall not up to two (2) months from the time of offer to accept the recall offer, and a reasonable period, not more than twelve (12) months from the time of offer, to take up the position. The time of offer shall be measured from the date of mailing, by double registered mail, of the offer to the last known address of the Faculty Member/Professional Librarian. It is the Faculty Member's/Professional Librarian's responsibility to inform the University of his/her current address.
- 27.07.7** A Faculty Member/Professional Librarian who accepts recall under this Article shall, within one (1) year of recall, repay any portion of the combined layoff compensation specified in this Article and the salary and benefits in the new position which exceeds the salary and benefits the Faculty Member/Professional Librarian would have been paid had he/she continued to occupy his/her former position.

28. Holidays

28.01 The following days are statutory holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day so proclaimed by the Federal, Provincial, Municipal or University authorities.

28.02 When any of the aforementioned holidays falls on a Saturday or Sunday, the President shall designate the working day immediately preceding or following as the holiday.

28.03 A Member shall not receive additional remuneration in the event he/she chooses to **work** on a holiday.

28.04 Regularly scheduled classes shall not be held on a holiday.

29. Vacations

- 29.01** A Vacation ~~is~~ a period in which the Member need not be accountable to the University.
- 29.02** ~~In~~ addition to statutory holidays, each Member shall be entitled to an annual vacation according to the following schedule:
- (a) For ~~a~~ Member holding a twelvemonth appointment, ~~22~~ working days. After ten years of service, entitlement shall increase ~~1~~ working day each year to ~~a~~ maximum of ~~33~~ working days.
 - (b) For a Member holding appointment for other than twelve months, a proportionate equivalent taken during the ~~period~~ covered by that appointment.
- 29.03** Unless authorized in advance by the Dean/Chief Librarian, entitlement to vacation shall not be cumulative.
- 29.04** The Member shall be paid during vacation ~~but~~ there shall be no remuneration in excess of salary ~~in~~ the event a Member chooses to work through all or part of his/her vacation period.
- 29.05** A Member may take his/her annual vacation allotment at any time or times that ~~is/are~~ mutually agreeable to ~~the~~ Member and the Dean/Chief Librarian. ~~Such~~ agreement shall ~~not~~ be unreasonably withheld. ~~In~~ order to obtain mutual agreement, a Member shall inform the Dean/Chief Librarian of the Member's proposed period of vacation.

30. Copyright and Patents

30.01 Copyright

30.01.1 If a Member **is** appointed to prepare specific works for the University, or **if** the normal assignment of a Member includes preparation of specific works, then the Board is the owner of the copyright and all copyright works produced by that Member.

30.01.2 The rights and obligations of the Board and of the Member with respect to the copyright and other rights and works produced by Members under the provisions of 30.01.1 shall be as set forth in Schedule E.

30.01.3 Except for the cases referred to in **30.01.1** and **30.01.2** the Board **waives**, disclaims and abandons all right, title, interest or estate in a copyright work produced by a Member.

30.02 Patents

A Member who in the course of his/her normal performance of duties makes **an** invention or discovery may apply for a patent independent of the University. Subject to the agreement of the Member concerned, the Board may acquire a right, title, interest or estate in such a patent.

30.03 Memorandum of Interpretation

In 30.01.1, "Specific works" shall mean antecedently named and described works prepared by a Member. Schedule E.07 lists those categories on which "specific works" may be included. "Normal assignment" shall not be construed in such a way **as** to infringe **upon** a Member's academic freedom to choose his/her own area of research within his/her discipline.

31. Travel Fund and Expenses

- 31.01** The Board shall establish a travel fund to reimburse expenses incurred in travel by Faculty Members/Professional Librarians to meetings of learned societies,, professional associations or similar groups. With the agreement of their respective Dean/Chief Librarian, Academic Assistants may also apply to this Fund. Agreement, within the context of the Academic Assistant's job description, shall not be unreasonably withheld.
- 31.02** The President shall establish procedures to disburse the travel fund based on recommendations from the General Faculties Council in consultation with the Association. These procedures shall include a statement of criteria and priorities for allocation.
- 31.03** A Faculty Member/Professional Librarian who attends a meeting or conference shall arrange for coverage of his/her class(es) by a qualified substitute, or reschedule missed class(es) at a time convenient to his/her students, and at no expense to the University.

32. Research

- 32.01** The Board shall establish a research fund to encourage and assist research by Faculty Members/Professional Librarians. With the agreement of their respective Dean/Chief Librarian, Academic Assistants may also apply to this fund. Agreement, within the context of the Academic Assistant's job description, shall **not** be unreasonably withheld.
- 32.02** The President shall establish procedures to disburse research **funds** to applicants based upon recommendations from the General Faculties Council. These procedures shall include a statement of criteria and priorities for **allocation**.

33. Salary Schedules, Merit Fund and Economic Benefits

- 33.01** Salary schedules shall be as set forth in Schedule A, and shall include the following:
- 33.01.1** A salary schedule for Academic Assistants, specifying minimum and maximum salaries for each class.
 - 33.01.2** A salary schedule for Professional Librarians, specifying the minimum salary for each rank.
 - 33.01.3** A salary schedule for Faculty Members specifying the minimum salary at each rank.
- 33.02** When a salary schedule adjustment is authorized, each Member to whom the schedule is applicable shall receive a proportionate adjustment in salary,
- 33.03** A salary adjustment fund for Faculty Members/Professional Librarians shall be established and distributed among Faculty Members/Professional Librarians in the form of career progress increments and special merit increments. The Board shall make no contributions to the salary adjustment fund on behalf of Members for the period during which they hold appointments as Senior Academic Administrators. No allocations from the salary adjustment fund shall be made to Members for the period during which they hold appointments as Senior Academic Administrators. The fund shall be established as follows:
- (a) For each Faculty Member/Professional Librarian whose salary, before any scale adjustment, is less than two (2) times the minimum Assistant Professor salary as set forth in Schedule A, a sum equal to 4.55% (2002-2003) and 4.40% (after July 1, 2003) of the minimum Assistant Professor salary shall be part of the fund.
 - (b) For each Faculty Member/Professional Librarian whose salary, before any scale adjustment, is between two (2) and two and one-fifth (2.2) times the minimum Assistant Professor salary as set forth in Schedule A, a sum equal to eighty-five percent (85%) of 4.55% (2002-2003) and 4.40% (after July 1, 2003) of the minimum Assistant Professor salary shall be part of the fund.
 - (c) For each Faculty Member/Professional Librarian whose salary, before any scale adjustment, is more than two and one-fifth (2.2) times the minimum Assistant Professor salary as set forth in Schedule A, a sum equal to seventy percent (70%) of 4.55% (2002-2003) and 4.40% (after July 1, 2003) of the minimum Assistant Professor salary shall be part of the fund.
 - (d) Should base salaries of Faculty Members/Professional Librarian be adjusted downward as a result of Schedule A negotiations, the salaries for sections (a), (b) and (c) shall be adjusted beforehand for purposes of establishing the fund and for the purposes of Article 21.06.2.
 - (e) The fund shall be the sum total of (a), (b) and (c).
 - (f) There shall be separate funds, established according to (a) through (e) above, for each Faculty, School, and the Library.
- 33.04** (a) The career progress pool for each Faculty, School, or the Library shall be .77 of the salary adjustment fund for that Faculty, School or the Library.

- (b) The total special merit pool for each Faculty, School or the Library shall be .23 of the salary adjustment fund for that Faculty, School or the Library.
- 33.05 A merit fund for Academic Assistants shall be established and distributed among Academic Assistants in the form of merit increments. The merit fund shall be established as follows:
- For each Academic Assistant eligible to receive an increment, a sum equal to 4.68% (2002-2003) and 4.52% (after July 1, 2003) of 80% of the minimum Assistant Professor salary shall be part of the merit fund.
- However, for each Academic Assistant for whom the difference between his/her salary and the maximum salary as specified in 15.05.2 is less than the value of the previous year's merit increment value, only the difference shall be part of the merit fund.
- 33.06 The value of a merit increment for Academic Assistants shall be determined by dividing the merit fund defined in 33.05 by the sum of the merit units awarded to Academic Assistants pursuant to the procedures described in 15.06.
- 33.07 The salary of a Member is paid in arrears in monthly instalments.
- 33.08 Economic benefits shall be as set forth in Schedule B, except that:
- (a) A Member who holds a term appointment shall be eligible only for basic dental coverage until he/she shall have completed three consecutive years of service at the University; and
- (b) A Member who holds a term appointment shall be eligible for Long Term Disability Insurance only for the length of that term until he/she shall have completed three years of service at the University; and
- (c) After a Member who holds a term appointment shall have completed three years of service at the University, he/she shall be eligible for full dental and Long Term Disability Insurance coverage as provided in Schedule B.
- 33.09 Amendments to Schedule A and Schedule B shall be determined by the procedure for negotiation provided in Schedule C.

34. Reduced Load Status**34.01** Reduced Load Status

Regular reduced-load status is available to Faculty Members, Librarians, and Academic Assistants who hold, or are about to hold, probationary appointment, appointment with tenure or in the case of Academic Assistants, a continuing appointment.

34.02 Regular reduced-load status shall continue to retirement unless terminated earlier by mutual agreement.

34.03 Regular reduced-load status applies to those with:

- (a) a full-load commitment for less than twelve months but not less than six months of the academic year, and to include at least one of the four month periods September 1 - December 31 or January 1 - April 30, or
- (b) a commitment less than full-load, but not less than 50% of the full-load equivalent on a twelve month per year basis.

34.04 For each regular reduced-load appointment, the proportion of the full-load equivalent and the period(s) of the year the member's services are to be rendered, shall be set out in writing, invoking this article, and agreed to by the member and the Dean/Chief Librarian concerned, and approved by the President. Regular reduced-load status will be granted only if satisfactory arrangements for teaching, student supervision and other responsibilities can be made.

Subject to the above conditions and by mutual agreement of the Member and the Dean/Chief Librarian, changes to the proportion of the full-load equivalent and the period(s) of the year the Member's services are to be rendered may be set out in writing and approved by the President.

34.05 Salary

The actual salary paid to the member on regular reduced-load status shall be proportional, as determined in **34.04**, to the nominal salary. The nominal salary shall be that which would be paid to the member were he/she employed on a full-load basis.

34.06 Increments

Increments are to be awarded in accord with Article 21. The actual value of the increment shall be proportional, as determined in **34.04**, to the size of the salary increment as determined in **21.06**. For purposes of Article **21.06.2**, the nominal salary shall apply.

34.07 Economic Benefits

34.07.1 The terms and conditions of pension coverage shall be determined by and subject to the regulations of the Universities Academic Pension Plan Board. Contributions to pension by the member and the Board shall be made on the actual salary paid to the member.

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34.07.2 Other benefits shall be as in Schedules A and B except that the Professional Supplement and Relocation Allowance shall be proportional to that determined in **34.03** unless otherwise arranged by mutual agreement between the President and the Member.

34.07.3 The actual salary as established in **34.05** shall govern the level of salary-related insured benefit coverages, eg, ~~life~~ insurance, long-term disability insurance.

34.08 Reduction From Regular Full Load Duties

34.08.1 For the purpose of the Universities Academic Pension Plan, the reduction from regular full-load duties, where the reduction from regular full-load duties is for a specific limited duration, shall be classified as a leave of absence without pay from the portion of duties and as such will ~~not~~ qualify for more than 24 months of pensionable service except in cases where the member, during such leave, ~~is~~ employed in research or teaching at another university or college for the period extending beyond 24 months.

34.08.2 During the period of leave without pay, ~~as~~ classified under **34.08.1**, the member shall be responsible for the Board's contribution to all benefit plans unless otherwise arranged through mutual agreement between the President and the Member.

35. Leaves of Absence**35.01 Sick Leave**

- 35.01.1** A Member may be absent from duties because of illness for up to sixty (60) working days without reduction in salary or benefits and the following conditions shall apply to such sick leave.
- 35.01.2** The Member notifies the Department Chair or immediate supervisor as soon as possible and in the event the period of sick leave exceeds fifteen (15) working days, the Department Chair or immediate supervisor shall advise the Deadchief Librarian.
- 35.01.3** If the Deadchief Librarian has reasonable doubts about the illness, the Member may be required to provide reasonable medical evidence to support the claim of illness; but in any case, reasonable medical evidence shall be provided by the Member when an illness exceeds fifteen (15) working days.
- 35.01.4** The Dean/Chief Librarian may require the Member to provide reasonable medical evidence that the Member is able to resume his/her duties prior to the Member returning to duties, following a period of sick leave or Long Term Disability leave.
- 35.01.5** A Member who resumes his/her duties following an illness and who within fifteen (15) working days is absent on account of the same or related illness shall have the two absences counted as one absence for the purpose of eligibility for sick leave and for Long Term Disability benefits.
- 35.01.6** After thirty (30) working days of sick leave, the Deadchief Librarian shall advise the Coordinator of Benefits of the possibility of a claim for Long Term Disability benefits and the Coordinator shall inform the Member of the procedures for filing a Long Term Disability Insurance claim.
- 35.01.7** The provisions of the Long Term Disability Insurance Plan shall not be altered except by the mutual consent of the parties.

35.02 Parental Leave

- 35.02.1** To qualify for parental leave under this section, the Member must meet the following criteria:
- (a) the Member holds a probationary appointment, a tenured appointment, or, in the case of an Academic Assistant, a continuing appointment, or is in the second or subsequent year of a multi-year term appointment;
 - (b) the Member applies to the Deadchief Librarian, as soon as possible, in advance of the date of the proposed leave so that the Dean/Chief Librarian may make adequate arrangements for the performance of the Member's assigned duties;
 - (c) the Member submits to the Deadchief Librarian a doctor's certificate which specifies the expected date of delivery or confirmation of the date an adopted child under five (5) years of age is expected to be received;

- (d) the proposed period of leave includes the expected date of delivery or of receipt, unless otherwise mutually agreed between the Dean/Chief Librarian and the Member;
- (e) if the University maintains an approved Supplemental Unemployment Benefits Plan, the Member has complied with the regulations established by that Plan; and
- (f) the Member submits a signed and witnessed Primary Care Giver Declaration to the Dean/Chief Librarian stating that the Member is the child's primary care giver during the period of the parental leave.

When the above conditions have been met, the Dean/Chief Librarian will present the Member's application to the President who, in turn, will take the Member's application to the Board. Both the Dean/Chief Librarian and President shall act without delay.

35.02.2 The Member shall be entitled to a parental leave consisting of an initial period up to seventeen (17) weeks paid parental leave immediately followed by up to thirty-five (35) weeks unpaid parental leave. A parental leave shall be the same for a single child or a multiple child birth, or an adoption of one or more children, any of which is under five (5) years of age.

35.02.3 During the period of paid parental leave (up to 17 weeks) the Member shall receive from the Board (upon qualification for parental or maternity benefits from EI) an amount equal to the difference between the Member's EI benefits and ninety-five percent (95%) of the Member's salary for a period not to exceed seventeen (17) weeks or up to the end date of the Member's term appointment, whichever occurs first. During this period the Board and the Member shall each contribute to all benefit programs as specified in Schedule B.

35.02.4 (a) During the period of unpaid parental leave, a Member shall receive no pay from the University, but the Board and the Member shall contribute their regular shares to maintain the Member's Economic Benefits as set out in Schedule B.

(b) At the outset of the leave, a Member may decline the coverage of same or all of the Economic Benefits as set out in Schedule B during the period of unpaid parental leave, in which case neither the Member nor the Board shall contribute to the declined benefits.

(a) If the Member opts out of contributions to the pension benefit during the period of parental leave, and upon return wishes to purchase back the pension service for that leave, the Member will be liable to pay the cost of both the Board and the Member shares.

(b) The Board contracts with third parties to supply Economic Benefits specified in Schedule B, and the Member's options with respect to which benefits may be declined are limited by these contracts; the Board will make available to Members a list of options, which may be amended from time to time as contracts change.

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- 35.02.5** Where both the parents of the child are employed by the Board, the period of paid parental leave and the period of unpaid parental leave may be shared by the parents except that:
- (a) a female Member who has given birth must take a leave of *six* (6) weeks from the date of birth or provide a ~~certificate~~ from her physician stating she is medically fit to return to her duties; and
 - (b) the shared leave shall be taken consecutively, not concurrently.
- 35.02.6** Where both the parents of the child are employed by the Board and the leave is shared between the parents, the Board shall grant a leave consisting of seventeen (17) weeks paid parental leave and thirty-five (35) weeks unpaid parental leave in total between the parents.
- 35.02.7** All parental leaves shall be taken within one year of the birth or the receipt of the child under five (5) years of age. The paid parental leave (first 17 weeks) must be taken first before the unpaid parental leave (35 weeks).
- 35.02.8** During a parental leave:
- (a) The Member shall maintain rank and status (probationary, tenured, continuing or term), except where the Member's appointment ends because a term contract expires at or before the end of the period of leave;
 - (b) A Faculty Member/Professional Librarian holding a probationary appointment under Article 18.01.2 shall specify prior to the start of the leave, at the Member's option, whether the period of leave granted under this Article 35.02 shall be taken into account in the calculation of the relevant period of service for the extension of probation or the awarding of tenure. Should the Member choose that the period not be taken into account, the period of probation shall be deemed to have been extended by one year; and
 - (c) A Faculty Member/Professional Librarian shall be evaluated on performance based on the period in which the Member was not on parental leave for the purposes of Article 12.05.3, 21, and 14.09 unless the Member chooses to have the period of leave taken into account.
 - (d) An Academic Assistant holding a probationary appointment under Article 15.04.2 shall specify prior to the start of the leave, at the Member's option, whether the period of leave granted under this Article 35.02 shall be taken ~~into~~ into account in the calculation of the relevant period of service for the awarding of a continuing appointment, as specified in Article 15.04.2. Should the Member choose that the period not be taken into account, the period of probation shall be deemed to have been extended by one year; and
 - (e) An Academic Assistant shall be evaluated on performance based on the period in which the Member was not on parental leave for the purposes of Article 15.06 unless the Member chooses to have the period of leave taken ~~into~~ into account.

Faculty Handbook

Article 35

- 35.02.9** If the Member has been awarded a parental leave, an alternation of the date of the commencement or termination of the leave can only be made with the mutual agreement of the Dean/Chief Librarian and the Member.
- 35.02.10** Where the Member becomes the parent of a child by birth or adoption, and that Member is not taking any parental leave in the year following the birth of the child or the receipt of the child for adoption, the Member is entitled to ten (10) working days leave with pay at the time the child is born or received.
- 35.02.11** Where a female Member who is pregnant does not qualify for parental leave, the Member may be approved for a leave, which includes the date of delivery, without pay and without benefits for a minimum of six (6) weeks and a maximum of seventeen (17) weeks or up to the end date of the Member's term appointment, whichever occurs first. If the Member wishes to return to duties earlier than six (6) weeks from giving birth, she must provide a certificate from her physician stating she is medically fit to return to her duties.
- 35.02.12** Where a female Member who is pregnant holds a probationary appointment, a tenured appointment, or, in the case of an Academic Assistant, a continuing appointment, but does not qualify for parental leave, the Member may be approved for a paid leave, which includes the date of delivery, for a minimum of six (6) weeks and a maximum of seventeen (17) weeks. If approved, the Member shall receive from the Board fifty percent (50%) of the Member's normal weekly salary for a period not to exceed seventeen (17) weeks. During this period the Board and the Member shall each contribute to all benefit programs as specified in Schedule B. If the Member wishes to return to duties earlier than six (6) weeks from giving birth, she must provide a certificate from her physician stating that she is medically fit to return to her duties.
- 35.02.13** A pregnant Member shall have the right to be relocated or reassigned when the performance of her assigned duties presents a risk to the health of herself or her unborn child.

Special Circumstances

- 35.03** Upon application by the Member and recommendation by the Dean/Chief Librarian and the President, the Board may award leave under family or medical circumstances which reasonably warrant it, not elsewhere specified in 35.02. The rate of pay, if any, and the applicability of the other Articles of this Handbook shall be specified by the Board and accepted by the Member prior to the award of leave.

...

35.04 Political Leave

- 35.04.1** A Member who becomes an elected member of the Provincial Legislature shall be given leave of absence without pay for the period of each year in which he/she sits in the Provincial Legislature or is otherwise occupied with duties as an elected representative; or the Member may exercise the option of continuous leave without pay for the life of the Provincial Legislature.
- 35.04.2** Arrangements for leave appropriate to the circumstances shall be made for Members elected to municipal or other local government office.

Faculty Handbook

Article 35

35.04.3 A Member who becomes an elected member of the Federal Parliament shall be given leave of absence without pay during the Life of the Federal Parliament.

35.04.4 A Member who is appointed a Minister of the Crown shall be given leave of absence without pay during his/her tenure of office.

35.04.5 During the period of leave, a Member shall retain his/her rank and tenure, and shall be entitled to such benefits as are available.

35.05 Leave Without Pay

If requested by a Member, the Board may grant leaves of absence without pay in circumstances not covered by this Article.

35.06 Secondment Leave and Exchange Leave

A leave of absence without pay to provide professional assistance on a full-time basis to an outside agency or pursuant to an arrangement for faculty exchange may be granted a Member when the following conditions are met:

- (a) The Member's primary duties can be covered by a replacement deemed to be satisfactory by the University.
- (b) The Board's obligations in this section do not extend beyond one (1) year's leave in five (5) years of paid full-time service at the University. Nothing in this section shall preclude further leaves of absence being taken by mutual agreement between the Member and the Board.
- (c) Upon the granting of leave, the Board shall specify the extent of the Member's duties, if any, to the University during the period of leave.

35.07 Status of a Member on Leave

35.07.1 For a Member on political leave (35.04), leave without pay (35.05), or in the case of Academic Assistants' leave without pay for professional development (15.09), during the period of leave:

- (a) none of the Articles of the Handbook shall apply, except that the Member shall retain his/her rank and tenure; or in the case of Academic Assistants, appointment status; and
- (b) the Member shall be responsible for all payments, premiums, fees, and contributions required during the period of leave for the maintenance of all of the economic benefits for which she/he is eligible, except that the University shall provide the necessary administrative services. The Member may opt to have no University insured benefit coverage during the period of leave.

35.07.2 The applicability of the Articles of this Handbook to a Member on secondment leave or on exchange leave shall be specified by the Board and accepted by the Member prior to the award of leave.



Schedule A. Salary Schedules and Stipends

A.01 Salary Schedules (July 1, 2002 to June 30, 2003)

A.01.1 FACULTY MEMBERS	Minimum	Maximum	Merit Increment
Lecturer	\$ 30,187	\$ -	(as per
Assistant Professor	\$ 50,000	\$ -	Article 21.06)
Associate Professor	\$ 53,000	\$ -	
Professor	\$ 63,000	\$ -	
A.01.2 PROFESSIONAL LIBRARIANS			
Librarian Grade I	\$ 30,187	\$ -	(as per
Librarian Grade II	\$ 50,000	\$ -	Article 14.09)
Librarian Grade III	\$ 53,000	\$ -	
Librarian Grade IV	\$ 63,000	\$ -	
A.01.3 ACADEMIC ASSISTANTS			
A.	\$ 40,000	\$ 69,338	(as per Article
B.	\$ 44,500	\$ 69,338	15.06.4)

A.01 Salary Schedules (July 1, 2003 to June 30, 2004)

A.01.1 FACULTY MEMBERS	Minimum	Maximum	Merit Increment
Lecturer	\$ 30,187	\$ -	(as per
Assistant Professor	\$ 53,000	\$ -	Article 21.06)
Associate Professor	\$ 56,180	\$ -	
Professor	\$ 66,780	\$ -	
A.01.2 PROFESSIONAL LIBRARIANS			
Librarian Grade I	\$ 30,187	\$ -	(as per
Librarian Grade II	\$ 53,000	\$ -	Article 14.09)
Librarian Grade III	\$ 56,180	\$ -	
Librarian Grade IV	\$ 66,780	\$ -	
A.01.3 ACADEMIC ASSISTANTS			
A.	\$ 42,400	\$ 72,671	(as per Article
B.	\$ 47,170	\$ 72,671	15.06.4)

A.02 Stipends

A.02.1 Summer School

The stipend shall be as follows:

- (a) \$3,800 per semester course.
- (b) Travel time allowance of \$5.75 per hour of travel time required to reach destination and return using 80 k.p.h. as average speed, or the equivalent rate for flying time.

Faculty Handbook

Schedule A

A.02.2 Off-Campus Continuing Education

The stipend shall be as follows:

- (a) \$3,600 per semester course.
- (b) Travel time allowance of \$5.75 per hour of travel time required to reach destination and return using 80 k.p.h. as average speed, or the equivalent rate for flying time.

A.02.3 Cancellation

Ten percent (10%) of a stipend for Summer School or Off-Campus Continuing Education is paid to the Member in the event the course or program is cancelled due to insufficient enrolment.

...

Schedule B. Economic Benefits

Effective Date: 2002 07 01

B.01 Faculty Members/Professional Librarians/Academic Assistants

B.01 (a) For the period July 1, 2002 to June 30, 2004 the Board will assume the increases in CPP, Life and LTDI premiums.

B.01.1 Academic Pension Plan

The Provisions of the Employment Pensions Plan Act and Regulations shall apply to members.

Members are subject to the provisions outlined in the "Plan Document" (UAPP) University Academic Pension Plan.

B.01.2 Long Term Disability Insurance

The Board shall pay all Long Term Disability Insurance premiums. Premiums for continuing Members, and Term Members with three or more years of service will be 1.61% of insurable salary. Premiums for Term Members with less than three years of service will be 1.41% of insurable salary if they are members of the University Academic Pension Plan, and 1.18% of insurable salary if they are not.

B.01.3 Term Life Insurance

The Board shall pay up to a maximum of \$63,000 coverage. The member will be responsible for their portion of the coverage above \$63,000.

Single coverage is one times annual earnings to a maximum of \$100,000 while coverage for Members with dependents is four times annual earning to a maximum of \$100,000.

B.01.4 Alberta Health Care

The Board and ULFA shall contribute to premium costs for Alberta Health Care. Currently, the premiums are as follows: (adjustments to be made to ULFA's contribution if premiums change)

	Single	Family
Total Premium	\$34.00	\$68.00
Board	\$20.16	\$40.32
Member	\$13.84	\$27.68

B.01.5 Extended Health Benefits

The Board shall pay Extended Health premiums to a maximum of \$27.71 per month for single Members and \$64.14 per month for Members with dependents.

B.01.6 Dental Plan

The Board shall pay all premiums for dental benefits. For continuing Members, and Term Members with three or more years of service, the premium will be \$39.85 per month for single Members and \$117.14 per

Faculty Handbook

Schedule B

month for Members with dependents. Premiums for dental benefits for Term Members with less than three years of service will be **\$26.25** per month for single Members and **\$76.59** per month for Members with dependents.

B.01.7 Vision Care Plan

The Board shall pay Vision Care premiums to a maximum of **\$6.08** per month for single Members and **\$13.26** per month for Members with dependents.

B.01.8 Professional Supplement

The Professional Supplement shall be, for the period July 1, 2002 to June 30, 2004, as follows:

Faculty Members/Professional Librarians	\$1,500 per Member
Academic Assistants	\$1,115 per Member

Members may carry forward any **unused** balance of previous years' Professional Supplement entitlements.

Upon termination of appointment, any unused balance will be credited to the ULFA Stabilization Fund, unless the Dean/Chief Librarian **grants** an extension of the use of the funds to complete any remaining assignment for the University. Eligibility for Professional Supplement is pro-rated **on** the basis of the number of months served in the academic year. Procedures for use of the Professional Supplement are available from Financial Services.

B.01.9 **Form T2200** • Declaration of Conditions of Employment

If expenses are incurred in relation to their employment contract and a Member is required to pay for these expenses personally, the Member may be eligible to receive a Declaration of Conditions of Employment from the University. This Declaration of Conditions of Employment form may allow a Member to claim a deduction for employment expenditures **on** their annual personal income tax return. The guidelines for the completion of the form may be obtained **from** Financial Services. All declarations will be in accordance with Revenue Canada regulations.

B.01.10 Instruction Fee Support for Credit Courses

1. The Board shall allow each Member free tuition and materials and services fees for credit courses at the University of **Lethbridge**. An administration fee of **\$15.00** per semester course shall **be** charged to Members, to a maximum of **\$45.00** per Member per semester.
2. The Board's allocation to the Tuition Scholarship Fund shall be **\$65,000** per annum **unless** the Fund reaches 2.5 times the base contribution, in which case the Board's contribution would be limited to actual expenditures in the previous year not to exceed the annual allocation.
3. Deadlines for Tuition Fee Benefit applications are: Fall Semester • December 15; Spring Semester • April 15; and, Summer Sessions • August 15. Late applications will not be processed.

B.02 Faculty Members/Professional Librarians and Academic Assistants

B.02.1 Study, Research, Retraining, or Upgrading Leave Relocation Fund

Members awarded study, research, retraining, or upgrading leave are eligible to apply for leave relocation grants to cover costs of relocation of family and personal effects from the domicile in Lethbridge to the domicile(s) where the leave is to be spent, and return.

B.02.2 Guaranteed Housing Loans

Respecting the Policy established by the Board for the guarantee of approved second mortgage loan applications, the Board agrees to amend the Policy to allow a Member to refinance the Member's existing principal dwelling within the guaranteed maximum amount of \$25,000.

schedule C. Negotiation and Impasse • Resolving Procedures

C.01 Negotiations and Arbitration

- C.01.1** The parties agree to implement and to abide by the following provisions relating to the determination of Salary Schedules and Stipends, and Economic Benefits as set out in Schedules A and B.
- C.01.2** Individual and/or group salary matters, compensation, perquisites, benefit plans, emoluments, not included in Schedule A and B may be put forward by either party for negotiation. For any such matter to become a negotiable matter it must be agreed to by both parties. If an impasse to mutual agreement results, the impasse shall be resolved by arbitration by submitting the matter to a selection officer from Panel B chosen by lot. The decision of the Selection Officer shall be binding.
- C.01.3** One or more groups within the membership of the Association may be recognized under either of the following conditions:
- (a) if agreed by both negotiating teams.
 - (b) if, in its final position, either negotiating team proposes a change of any item or matter set out in Schedules A and B that is different for any one of the groups identified in Schedule A (Faculty Members, Academic Assistants, Professional Librarians), then the other negotiating team shall have the option of requesting separate final position selection for such group or groups.

C.02 Procedures and Timing

- C.02.1** During the month of February prior to each salary year the Board and the Association shall jointly establish:
- (a) a Mediation Officers Panel (Panel A)
 - (b) a Selection Officers Panel (Panel B). Should agreement not be secured upon the composition of Panel B by February 28, either or both parties may apply to the Chair of the Board of Industrial Relations, Department of Labour, Province of Alberta who shall establish such panel.
- C.02.2** Each party shall pay one-half of the fees and expenses of any panel member called upon to act as hereinafter provided.
- C.02.3** Each party shall have access to any and all non-confidential financial information from and about the other party and its operation as it requests. This access shall not be construed to require compilation of information in the form requested if such data are not already compiled in the form requested.
- C.02.4** Not later than March 1.
- (a) each party shall select a negotiating team of not more than three accredited negotiators, who shall, subject to this document, be authorized to make only such commitments on the party's behalf and within such limits as have been authorized by the party, and communicate their names to the other party.

Faculty Handbook

Schedule C

- (b) each party shall prepare and deliver to the other a list setting out every item or matter upon which it wishes to conduct negotiations. The items or matters not included in Schedules **A** and **B** will then be mutually agreed upon or submitted within two weeks to arbitration as in **C.01.2**.
 - (c) after the items or matters (hereinafter called "items for negotiation") are determined, then each party shall submit in writing to the other its position **on** each such item. No other items shall be subsequently introduced into the negotiation except by mutual consent. The provisions of existing Salary Schedules and Stipends, and Economic Benefits **as** set out in Schedules **A** and **B** and which have not been specifically referred to in said lists shall remain in force unchanged.
- C.02.5**
- (a) the negotiating teams shall meet as necessary in order to negotiate in good faith towards settlement of the items for negotiation.
 - (b) each team may use the services of such consultants **and** resource persons **as** it sees fit.
 - (c) items or sub-items for negotiation may be negotiated separately and agreement reached **on** any item or sub-items shall be evidenced by a written document signed by both parties.
 - (d) by unanimous consent of **all** members of both negotiating teams, a Mediation Officer selected by lot from Panel **A** may at any time during this period be invited to join the negotiation sessions with a view to assisting the negotiating teams to resolve their differences.
- C.02.6**
- In** the event any of the items for negotiation have not been resolved by three weeks after formal knowledge by letter of the Government grant for the year in question, but in any case not later than April 1:
- (a) negotiations shall cease.
 - (b) each negotiating team shall, prior to four weeks after formal knowledge of the Government grant for the year in question, prepare and deliver to the other a written statement of its final position with respect to each unresolved item for negotiation and a brief written statement of its arguments. Negotiations shall then be re-opened. **In** the event that any of the items for negotiation have not been resolved by five weeks after formal knowledge of the Government grant for the year in question, then negotiations shall again cease.
 - (c) the negotiating teams shall forthwith determine by lot a Selection Officer from Panel **B** to whom the **final** positions **on** the remaining items and the brief written statements of argument, **as** already submitted in **C.02.6(b)** shall **be** submitted immediately, **in total**, in writing, along with signed memoranda of agreement upon items already agreed upon. Should a Mediation Officer have been selected under the provisions of Section **C.02.5(d)**, by unanimous agreement of **all** members of both negotiating teams, such Mediation Officer may be asked to serve as the Selection Officer.
- C.02.7**
- (a) The Selection Officer may hold a hearing with both negotiating teams together, i.e. not separately, for the purpose of seeking clarification of the submissions.

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Schedule C

- (b) By seven weeks after formal knowledge of the Government grant for the year in question, the Selection Officer shall select **one** of the two final positions in total submitted to him pursuant to the provisions of paragraph **C.02.6(b)**, (c) hereof and forthwith communicate his decision in writing to the Chair of the Board and to the President of the Association.
 - (c) The Selection Officer is not required to state any reasons for the selection he/she has made.
 - (d) The decision of the Selection Officer, and the implications of his selection, shall be binding on **both** parties subject to any provincial or federal legislation that takes precedence.
- C.02.8** (a) In the event a period within which **or a** date on which any act or step hereunder **is** to be taken begins, ends or falls **on** a Sunday or holiday, the next business day following such Sunday or holiday, shall be the date on which such period begins, ends, or on which such step or act is to be taken.
- (b) **All** time periods and dates hereinbefore referred to may be altered by the mutual consent of the parties or the unanimous consent of **all** members of both negotiating teams, as the case may be.
- C.02.9** This agreement shall be in effect until amended by the **procedures** in Article 3.

Schedule D. ULFA Scholarship Fund

- D.01 The spouse and dependents of a Member shall be entitled to the provisions of the Scholarship Fund **on** the same basis as for other Economic Benefits in Schedule B. The definition of spouse and dependent shall be consistent with the definition used for entitlement to the Extended Health and Dental Plans.
- D.02 Scholarship funds not used in any year will be carried over at 100% and added to the Fund in the subsequent year.
- D.03 Board contribution to the Scholarship Fund shall be \$50,000 per annum **unless** the Fund reaches **2.5** times the base contributions, in which case the Board's contribution would be limited to actual expenditures in the previous year. To ensure equitable treatment of applicants across all **semesters/sessions**, the allocation of the maximum amounts to the Spring semester, Summer sessions and Fall semester will be **45%**, **10%** and **45%**, respectively. Any unused allocation in one **semester/session** will be carried forward to the next **semester/session**.

Effective July 1, 1998, the Board shall allocate **\$65,000** per annum unless the Fund reaches **2.5** times the base contribution, in which case the Board's contribution would be limited to actual expenditures in the previous year **not** to exceed the annual allocation.
- D.04 Normal regulations on tuition payments and deadlines will apply.
- D.05 The materials and services fee which has been applicable to Members' dependents will be included **as** part of instructional fees eligible for Scholarship Fund support.
- D.06 The \$15 per course administrative fee currently applicable to Members' dependents will be a charge to the Fund.
- D.07 Scholarship awards shall be payable to the student, less any student fees owing, in the amount of **50%** of tuition and materials and services fee paid for each semester or summer session in which the grade point average for credit courses taken in the **semester/session** is **2.0** or better. Awards will be pro-rated on the basis of the number of months served in the academic year or for any portions of a semester when a spouse or dependent are not eligible for a scholarship. **If** the allocation is insufficient to cover the eligible scholarships, the available funds will be allocated proportionately to eligible applicants.
- D.08 The administration of the awards shall be arranged through Financial Aid and the Director, Financial Services office.
- D.09 The level of the Scholarship Fund **will** be negotiable as part of Schedule B.
- D.10 Deadlines for Scholarship Fund applications are: Fall Semester- December 15; Spring Semester. **April 16;**and, Summer Sessions- August 15. Late applications will not be processed.

Schedule E. Copyright

- E.01** Under the provisions of the Universities Act and Article 30 of the Faculty Handbook, the University asserts its copyright ownership on works produced by a Member who has been engaged by the University for the express purpose of preparing such works for the University and part of his/her normal responsibility to the University is the preparation of such works.
- E.02** The University will normally transfer its ownership rights on such material to the author (or group of authors) upon the condition that the author agrees to the conditions in **E.05**.
- E.03** Any author who desires to secure the ownership of copyright shall apply to the President for such transfer on an Assignment of Copyright Form.
- E.04** Before such application is made, the applicant shall have obtained agreement from all those involved in the production process of the said material upon the identification of the authors and shall file a declaration thereto along with the application.
- E.05** The University will transfer by written agreement its ownership rights to the designated material under the following conditions:
- (a) that the University shall have unhampered use of the material for its internal educational purposes, including both instruction and research.
 - (b) that the author named in the agreement shall return to the University fifty per cent (50%) of the royalty the author may receive from the copyright.
 - (c) that the author, if so requested by the University, shall display the University's name on the particular product of which the ownership of copyright is being transferred.
- E.06** Upon receipt of its share of the royalties from the author(s) in any such agreement the University shall transfer ninety per cent (90%) of that share to the Department or Departments named in the agreement. If there is more than one Department involved, the University will divide the percentage among the Departments in a manner to be agreed by the Departments in the transfer agreement. The remaining ten per cent (10%) of the money received by the University shall be transferred to the Media Distribution Centre. At the time of transfer, Departments may elect to have funds credited to either operating or capital accounts but they must be expended during the fiscal year in which the transfer is made. The University will vary the 90%/10% split in favour of the Media Distribution Centre upon direction of the Department(s) named in the agreement.
- ...
- E.07** Materials covered by this Schedule include videotapes, audiotapes, films, film loops, slides, transparencies, phonograph recordings, and kinescope productions, but do not include unrecorded lectures, performances, broadcasts and works of art.

Faculty Handbook

Schedule E

ASSIGNMENT OF COPYRIGHT

ASSIGNMENT made this _____ day of _____ 20____.

BETWEEN:

THE UNIVERSITY OF LETHBRIDGE of the City of Lethbridge,
in the Province of Alberta
(herein called "the University")

AND:

(herein called "the Assignees")

WITNESS that the University hereby sells, assigns and transfers to the assignees all right, title and interest that the said University has in copyright in Canada, the United States of American and **all** other countries in the world in the product

in consideration for which the Assignees hereby agree to remit to the University Fifty Per Cent (50%) of the gross royalties (or any payments which are similar in nature to royalties) received from exploitation of the copyright on the product described above and also agree **to** require the display of the University name on all copies of the product.

The Assignees further agree that the University may make and use copies of the product described above without payment of royalty for its own educational purposes.

IN **WITNESS** WHEREOF the parties have hereunto set their hands and seals.

THE UNIVERSITY OF LETHBRIDGE

ASSIGNEES

... **DECLARATION OF AUTHORSHIP**

We, the undersigned, declare that we are the authors of: _____

("the work") for which we have requested an assignment of copyright,

dated the _____ day of _____ 20____ from The University of Lethbridge.

We further declare that we have discussed our application for **assignment** of copyright with **all** persons who have been involved in the production process of the work and have obtained their agreement that the undersigned are the only authors of the work.

Schedule F. Professional Activities Report

I.

CATEGORY	WEIGHTING
Teaching	
Research	
Service	

II.

III.

IV.

V.

VI. Professional Development Activities and Achievements

- Date
- Signature



Schedule G, Memorandum of **Agreement: Course Relief**

- G.01** The Faculty Association **is** permitted to buy the equivalent of three course relief per year, in addition to the course relief granted to the ULFA President, at the actual replacement cost for those members whose duties are of such a nature and extent that release from course assignment would be beneficial to them and the Association.
- G.02** **As soon** after January 1 and before **April 30** the Association will have received proposals from Members and have made its decision regarding release time. The Dean of the Member's Faculty **shall** not unreasonably refuse to grant the request. Normally a Member of ULFA, except for the President, **cannot** receive release time for more than one course per year and not more than **two** consecutive years. The Member's weighting of the criteria for performance evaluation shall not be altered **by** release from the course.

Schedule H. Memorandum of Agreement: Personnel Decisions and Protocols

- H.01 The criteria for extension of probation, tenure, promotion, and salary increments of Faculty Members are to be weighted only in accordance with Articles 12.03 and 13.
- H.02 Personnel decisions pursuant to the Faculty Handbook must consider all evidence submitted by a Member concerning his/her performance and all evidence collected according to Handbook procedures. All evidence shall be part of a Member's personal file, subject to Article 9.
- H.03 Personnel decisions pursuant to the Faculty Handbook require that reasonable efforts be made to evaluate the quality and quantity of research and creative activity, including work in progress.
- H.04 Personal characteristics of a Faculty Member which impair or enhance his/her performance may be considered for purposes of personnel decisions without violating Article 12.04; but evidence respecting such characteristics must be included in the Member's personal file, subject to Article 9.
- H.05 Pursuant to Article 21.04, a Dean may discuss with a Member his/her performance rating and may explain or justify that rating by comparison with hypothetical, standard or actual examples of performance, such that requirements of confidentiality are not violated.
- H.06 Administrators and Faculty Members share a joint responsibility for the reasonable and fair execution of the terms of the Faculty Handbook.
- H.07 Administrators and Faculty Members who perceive themselves to be, or who may reasonably be perceived to be, in a conflict of interest or otherwise unable to act objectively in some matter pursuant to the Faculty Handbook, shall excuse themselves from action in that matter.
- H.08 A Dean who assesses in writing a Member's performance of assigned duties in a manner which may reasonably be seen to affect the Member adversely in any matter covered by the Faculty Handbook shall be deemed to have invoked Article 25.03 or Article 26.03. The written assessment shall be part of the Member's personal file, subject to the provisions of Article 9. An assessment written pursuant to Articles 17.08, 20.03.2, 20.04.3, or 21.04.4 shall not necessarily invoke Articles 25 or 26.
- H.09 Consistent with the general supervisory powers of Deans, if a responsibility is assigned to a Member, the assigner shall not unreasonably interfere with the performance of that assignment. Changes in assignment must accord with Article 13.
- H.10 No task shall be delegated to a Member without consent. Once a task has been delegated, the delegator shall not unreasonably interfere with the performance of the task. Delegation shall be withdrawn only after written notice. If such withdrawal constitutes disciplinary action, the Member may request to be heard under Articles 25 or 26.