

The University of Lethbridge Faculty Handbook

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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, and
- subject to the provisions of the Post-Secondary Learning Act and all applicable provincial and federal statutes, as amended from time to time, this Handbook is binding on the Association, the Academic Staff, and the Board.

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 “Academic Career” shall mean a period of 33 years for Members who hold the rank of Professor or Professional Librarian IV, or 28 years for Members holding any other academic rank. The maximum number of academic career years as defined here does not preclude an individual from spending more or fewer years as a Faculty Member/Professional Librarian.
- 2.03 “Association” shall mean The University of Lethbridge Faculty Association.
- 2.04 “Board” shall mean the Board of Governors of The University of Lethbridge.
- 2.05 “Dean” shall mean the Dean of a Faculty or a person authorized to act in that capacity.
- 2.06 “Dean/University Librarian” shall mean Dean if affecting the Members in a Faculty or University 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 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 is a Faculty Member, Professional Librarian or Instructor/Academic Assistant.
- 2.16 “Parties” shall mean the Board and the Association.
- 2.17 “Part Time” shall mean a Member who has been assigned duties but is not a Sessional Lecturer (Sessional Lecturers Handbook), a Member on Reduced Load Status (Article 33), nor a Member who has been assigned duties on a full load basis.
- 2.18 “Personal file” shall mean the file maintained by the Dean/University Librarian pertaining to a Member and which contains materials subject to Article 9 of this Handbook.
- 2.19 “President” shall mean the President of the University, or a person authorized to act in that capacity.

- 2.20 “Procedural fairness” shall, in any Article of the Handbook in which the duty to act with procedural fairness is expressly declared, mean:
- 2.20.1 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
 - 2.20.2 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
 - 2.20.3 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
 - 2.20.4 the parties to the procedure have a right to know all the relevant evidence presented in the decision making process. AND
 - 2.20.5 the parties to the procedure have an opportunity to respond to all relevant evidence presented in the decision making process. AND
 - 2.20.6 the parties to the procedure have a reasonable opportunity to present their case to the adjudicator or adjudicators.
- 2.21 “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.
- 2.22 “Professional Librarian(s)/Academic Assistant(s)” shall mean Professional Librarian(s) or Academic Assistant(s).
- 2.23 “Senior Academic Administrator” shall mean Deans and Associate Deans, University Librarian and Associate University Librarian, Vice-President (Academic) and Associate Vice-President (Academic), Vice-President (Research) and 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 “Sessional Lecturer” shall mean a member of the Academic Staff appointed by the Dean of a Faculty or School to teach no more than one semester course in a designated semester. Normally, the Sessional Lecturer has full responsibility for the course, but on occasion a Sessional Lecturer will be a member appointed at a partial stipend to teach a defined portion of a course with corresponding teaching responsibilities. Terms and conditions for Sessional Lecturers are governed by the University of Lethbridge Sessional Lecturers Handbook.
- 2.25 “University” shall mean The University of Lethbridge.
- 2.26 “University Librarian” shall mean the University Librarian of the University or a person authorized to act in that capacity.
- 2.27 “Vice-President (Academic)” shall mean the Vice-President (Academic) of the University, or a person authorized to act in that capacity.

3. 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 normally occur each year according to the following schedule:

September 15 to October 15 - A preliminary meeting to review possible issues

March 1 to April 15 - Negotiation by negotiating committees

April 16 to May 31 - Action by both parties respecting negotiated 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.

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.

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 32, 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 (a) A retired Faculty Member who has been offered an academic appointment at the University of Lethbridge must choose between entering into a post-retirement contract or becoming a member of the academic staff provided his/her duties are consistent with the requirements identified in Article 4.04(b).
- (b) 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, Instructors/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 instructor/academic assistant duties 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 33); 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 and those nominated by the Association to serve on 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. These Members shall also be excluded from serving on all personnel committees under Article 17 during the time they 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).

- 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 6.03 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 Deduction of Dues
 - 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.
- 5.04 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.
- 5.05 Course relief/release time
 - 5.05.1 The President of the Association shall be entitled to course relief such that the Member will have teaching duties that are the equivalent of one 3-credit hour course in each regular semester at no cost to the Association. In the case of an Academic Assistant, every reasonable effort will be made to achieve a comparable proportionate reduction in assignment.
 - 5.05.2 The Faculty Association is permitted to buy the equivalent of up to six 3-credit hour course reliefs or comparable level of reduction in assignment per year, over and above the course relief or comparable level of reduction in assignment granted to the ULFA President, at the actual replacement cost. This course relief or comparable level of reduction in assignment shall be allocated to those members whose duties are of such a nature and extent that release from course or non-teaching assignment would be beneficial to them and the Association.
 - 5.05.3 As soon as possible after the Annual General Meeting, the Association shall inform the President and the relevant supervisors of the individuals who have been assigned course relief or a reduction in assignment. The Dean/University Librarian shall not unreasonably refuse to grant the request. Normally a Member of ULFA, except for the President, shall not receive release time for more than one 3-credit hour course or a comparable level of reduction in assignment per year under this Article. The weighting of the criteria for the Member's performance evaluation may be altered by the Dean/University Librarian in consultation with the Member.

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

By the Association - To the President
The University of Lethbridge

6.02 Printing and Distributing the Handbook

The Board shall put the Handbook on the University of Lethbridge website for all Members to access.

The Board shall provide a Member, upon request, a printed copy of the current Handbook.

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 about Members

6.04.1 The Board agrees to provide the Association with specified information for its use in achieving the objectives of this Handbook. The Board shall provide the Association with the following information, in electronic format, for Members holding Tenured, Probationary, Continuing or Term appointments.

- (i) A list containing name, gender, date of current appointment, appointment category, rank/position, Faculty/department and campus; this information is to be complete as of September 30 and provided to the Association no later than October 31 of each year.
- (ii) A list containing salary, dues, rank/position, year of current appointment, appointment category, gender, and age as of June 30, with the identity of individuals on this list encrypted to ensure privacy of information; this information to be complete as of September 30 and provided to the Association no later than October 31 of each year.
- (iii) A list containing the aggregate number of courses by junior and senior level courses taught by rank for the Faculty of Arts & Science and for the pool consisting of the remaining Faculties; this information to be completed by February 1 for the previous Fall semester, June 1 for the previous Spring semester and October 1 for the previous summer session semesters of each year taught by the following:
 - a) Probationary and tenured Faculty Members
 - b) Instructors/Academic Assistants (separately by probationary, continuing and term)
 - c) Members with term appointments

- (iv) A list of all term appointments, with name, Faculty, appointment start date, appointment end date and the reasons for the appointment pursuant to Article 18.01.1 (a) (i)-(vi). The list will be provided to the Association twice annually and be complete as of September 30 and March 31 and provided no later than October 31 and April 30, respectively.
 - (v) Number of Continuing Members and Term Members in their benefit categories, broken down by single or family coverage; this information to be complete as of September 30 and provided to the Association no later than October 31 of each year.
- 6.04.2 The Association agrees to respect the confidentiality of personal information and the privacy of individuals and undertakes that information provided pursuant to this Article shall not be published or otherwise used in ways that could result in the identification of individual members.
- 6.04.3 Personal information provided by the Board under this Article shall be maintained and used by the Association only for the purposes of operating the Association in accordance with the provisions of the Post Secondary Learning Act, the Freedom of Information and Protection of Privacy Act, this Handbook and the Association by-laws.
- 6.05 Security of Information
 - 6.05.1 The Association will protect personal information from unauthorized access or use.
 - 6.05.2 The Association will maintain in a secure manner personal information obtained in accordance with this Article.
 - 6.05.3 The Association will inform the Board immediately if it becomes known that there has been unauthorized access or disclosure of personal information and will take all reasonable care to prevent a recurrence.
 - 6.05.4 Prior to disposal of any media containing personal information, the Faculty Association will ensure that such information contained thereon has been erased or destroyed, and a record of disposal shall be kept by the Association.
- 6.06 This Article shall not be construed to require the Board to provide information requested if such data is not readily available, or to supply any confidential information other than that specified in Article 6.04.
- 6.07 General Information
 - 6.07.1 The President shall make available to the Association upon written request and within a reasonable time, information on Members not provided in 6.03 and 6.04. 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 University 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 Dean/University 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/University 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 Dean/University 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.

A Member shall, upon written request, be given by the President or Dean/University 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 Dean/University 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 Dean/University 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.

Any hearing committee as in Articles 24 and 25, or an arbitrator as in Articles 22 and 25, shall have the right to decide on questions of fair summary, as provided in 9.05 (c).

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/University 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/University Librarian and the Member agree, then the material shall be removed and destroyed or returned, whichever is more appropriate. If the President or Dean/University 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.

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. Academic Freedom

- 11.01.1 The Board and Association recognize the need to protect academic freedom. Academic freedom is generally understood as the right to teach, engage in scholarly activity, and perform service without interference and without jeopardizing employment. This freedom is central to the University's mission and purpose and entails the right to participate in public life, to criticize university or other administrations, to champion unpopular positions, to engage in frank discussion of controversial matters, and to raise questions and challenges which may be viewed as counter to the beliefs of society.
- 11.01.2 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base teaching, scholarly activity and service in an honest and careful search for knowledge.
- 11.01.3 Members shall respect the academic freedom of others despite differences of opinion.
- 11.01.4 Academic freedom does not diminish the obligation of Members to fulfill their duties and responsibilities as defined within this Handbook.
- 11.01.5 The Board and the Association recognize their respective responsibilities to defend academic freedom as specified in this Article. These responsibilities may include, but are not limited to, providing legal support to Members in matters that arise from the exercise of academic freedom in accord with Article 11.01, educating Members on the rights and responsibilities related to academic freedom, and promoting academic freedom.

11.02 General Rights and Responsibilities

- 11.02.1 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 and to provide facilities and support services consistent with a Member's duties and responsibilities as identified in this Handbook.
- 11.02.2 Procedures for the resolution of complaints regarding Article 11.02.1 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/University Librarian.
- (b) If the Dean/University 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/University Librarian with the most decanal service at the University of Lethbridge, and this person shall be deemed to be the appropriate Dean/University Librarian in accordance with Article 9. If necessary, the Office of the Vice-President (Academic) shall direct the complaint to the appropriate Dean/University Librarian. The Member shall be informed of the complaint immediately upon its inclusion in the Member's Personal File.
- 11.02.3 The Board and the Association shall make efforts to promote and preserve good will among all Members of the University community.

11.03 Rights of Members

11.03.1 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, 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.

11.03.2 Participation and Accompaniment

Except as provided in 11.03.1, 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. Members may be accompanied by any other Member of the Association of the Member's choosing and that the Member exerting this right is under no obligation to justify the need to be accompanied by the Member or his/her choice of accompanying Member. A Member may waive this right.

11.03.3 Representation to the Board

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

11.03.4 Other Rights

Members have the right 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) rule on the use by students of recording devices in the classroom, laboratory, or analogous learning situation, subject to reasonable accommodation of student needs and recognizing that both the Board and the Members have an obligation to accommodate students with disabilities.

11.03.5 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.

11.04 Responsibility 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 confidentiality, and compliance with this Handbook. Members shall execute their duties in a manner consistent with reasonable, professional expectations, and within the constraints imposed by all legal requirements including this Handbook.

11.04.1 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 Post-Secondary Learning Act.
- (c) Members who provide instruction shall comply with procedures established pursuant to the provisions of the Post-Secondary Learning Act for reporting the grades of their students. Where such grades are reviewed by Department, 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 discussions with students. Students shall have equal opportunity for such discussions.
- (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/University Librarian.
- (i) A personal, intimate relationship is one where there exists reasonable apprehension of bias between a Member and a student, and which may be perceived as conferring upon one of them an unfair advantage or subject one of them to an unfair disadvantage. Such relationships may therefore be perceived as a conflict of interest with respect to any evaluative and/or supervisory relationship between the Member and the student.

A Member who is involved in a personal, intimate relationship with a student with whom the Member will likely have a supervisory and/or evaluative relationship must disclose this personal, intimate relationship in writing to the Member's Dean/University Librarian prior to the commencement of any supervisory or evaluative relationship between the Member and the student.

A member who becomes involved in a personal, intimate relationship with a student with whom the Member has a supervisory and/or evaluative relationship has an obligation to disclose this personal, intimate relationship in writing to the Member's Dean/University Librarian.

The Dean/University Librarian shall take the necessary action to ensure that any such supervision and/or evaluation is performed in a fair and reasonable manner.

11.04.2 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:
 - (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.

11.04.3 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, and Faculty Councils, and are expected, when called upon, to participate to a reasonable extent in other bodies dealing with University governance.

11.05 Conflict of Interest and/or Commitment

- 11.05.1 Members are expected to avoid actual or potential conflicts of interest and/or commitment as defined in this Handbook.
- 11.05.2 No Member shall knowingly participate in any decision making process that directly and preferentially benefits the Member or any individual with whom the Member has an immediate family, financial, personal or business relationship.
- 11.05.3 An actual or potential conflict of interest arises when a Member is placed in a situation in which his or her personal or financial interests or the interests of his/her immediate family, or persons with whom the Member has a personal or business relationship, conflict or appear to conflict with his or her responsibilities to the University as provided in this Handbook.
- 11.05.4 An actual or potential conflict of commitment arises when the external activities or commitments of a Member are so substantial such that they interfere with or are so demanding of the Member's time and attention as to interfere with his or her responsibilities to the University as provided in this Handbook.
- 11.05.5 Process
 - 11.05.5.1 If there is reasonable cause to believe that a current or anticipated conflict of interest and/or current or anticipated conflict of commitment may exist, the Member must formally disclose in writing to the Member's Dean/University Librarian as soon as possible after the Member becomes aware of it.
 - 11.05.5.2 The existence of a current or anticipated conflict of interest and/or current or anticipated conflict of commitment does not necessarily preclude the Member's involvement in the situation where the conflict has arisen, or may arise. There may be situations where a conflict of interest and/or conflict of commitment once declared can be managed so as to enhance rather than undermine the Member's contributions to the University.
 - 11.05.5.3 Following consultation with the Member and other appropriate persons, the Dean/University Librarian will notify the Member whether a current or anticipated conflict of interest and/or conflict of commitment exists and if so, decide how it is to be resolved. The Dean/University Librarian shall state in writing the appropriate manner in which to deal with the current or anticipated conflict of interest and/or conflict of commitment.
 - 11.05.5.4 Consultation and notification shall be conducted in an expeditious manner and approval shall not unreasonably be withheld.
 - 11.05.5.5 The decision of the Dean/University Librarian shall be subject to appeal to the Vice-President (Academic).

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, 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 Award of Tenure

To qualify for the award of tenure, a Faculty Member shall have established the effectiveness of his/her teaching and a reasonable expectation of his/her ability to create a lengthy and meritorious record of effective teaching. In addition, depending upon the disciplinary area to which the Faculty Member belongs, he/she shall be expected to show evidence of the development of an independent and productive program of research, scholarship and creative activity leading to a reasonable expectation of his/her ability to demonstrate some combination of maturity of scholarship and professional achievement.

12.05.2 Award of Tenure at a Rank Other Than Assistant Professor

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, 12.05.3, 12.05.4 and 12.05.5.

12.05.3 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.

12.05.4 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.

12.05.5 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.

- 12.06 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

For the purposes of Article 13, *consult* and *consultation* shall be taken to mean the opportunity to share information, provide input, and suggest alternatives before a final decision is made by the Dean/University Librarian.

13.01 The duties of a Member shall be deemed to have been assigned to the Member by the Dean/University Librarian according to the following guidelines:

13.01.1 All teaching duties, pursuant to 13.02 (a), shall be assigned by the Dean/University Librarian, and duties pursuant to 13.02(b) to 13.02(i) shall be deemed to have been assigned by the Dean/University Librarian in consultation with the Member, as appropriate to the nature of the duty, and consistent with Article 13.01.

13.01.2 Research and creative activities are not normally specifically assigned by the Dean/University Librarian; there are, however, clear expectations for the Member as set out in Article 12.01 and elaborated in Articles 11.04, and 14.11.1(b).

13.01.3 Service duties to the University and Community are not normally assigned to the Member by the Dean/University Librarian; it is, however, a clear expectation for the Member as set out in Articles 12.01, 11.04, 14.11.1(c), and 15.08.1. 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 assigned courses 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 discussions with students outside of class or laboratory hours;

(b) supervising and examining graduate students, undergraduate honours theses, independent studies and applied studies;

(c) personal study and research, including study for purposes of academic self-improvement and the advancement of knowledge and understanding;

(d) research, study, retraining, or upgrading leave on- or off-campus;

(e) Library service, in the case of Professional Librarians;

(f) duties consistent with their position description, in the case of Instructors/Academic Assistants;

(g) administrative and committee work at various levels - Department, Library, School, Faculty, University and Association - including academic administration, assistance at registration, and supervision of examinations;

(h) reassignment of some or all duties to another Department, 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);

(i) community service.

13.03 The Dean/University Librarian, following consultation with the appropriate Faculty/Professional Librarians Committee, 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, 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/University 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 Dean/University 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/University Librarian of the nature and scope of any such activity of a substantial and continuing nature. The Dean/University 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/University 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 Dean/University 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 a Professional Activities Report to the Dean/University Librarian, in standardized form set forth in Schedule F, on or before September 15 of each year. Normally, the period covered shall be the contract year, that is, July 1 to June 30, immediately preceding the evaluation of performance.
- (b) If there is reasonable cause to believe that a current or anticipated conflict of interest and/or current or anticipated conflict of commitment may exist, a Member must formally disclose it as soon as possible after the member becomes aware of it.
- (c) 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 University 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 University 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 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.

14.03 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 University Librarian shall act in place of the Dean.

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 University Librarian

Voting

Six (6) 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 of a committee's proceedings or whose membership could be seen as compromising procedural fairness.

Only tenured faculty and professional librarians may sit on a STP committee associated with this Article.

- (b) Quorum for a STP Committee shall consist of the full membership of the committee comprising of all voting and non-voting members.
- (c) The affirmative vote of four (4) members eligible to vote shall be required to carry any motion placed before a STP Committee.
- (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.
- (f) The Chair of a Salary Tenure Promotion Committee shall not be the University Librarian.

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.

14.06 Extension of Probation

Extension of probation shall be as provided for faculty in 19.02 except that the University 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 University 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 University Librarian shall replace the Dean.

14.09 Salary Increments

Salary increments shall be as provided for faculty members in Article 21, except that the University Librarian shall act in place of the Dean, the Library shall be its own group for purposes of Articles 32 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, 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. Instructors and Academic Assistants

15.01 Instructors:

15.01.1 The primary duties of an Instructor are instruction and service.

15.01.2 A position description shall be developed by the Faculty or Department, as appropriate, and with the approval of the Dean/University 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/University Librarian in consultation with the Instructor.

15.01.3 There are three ranks within the Instructor category:

(a) Instructor I

The minimum qualification for appointment as Instructor I is a Bachelor's Degree in the subject of interest, with appropriate experience.

(b) Instructor II

The minimum qualification for appointment as Instructor II is a Bachelor's Degree in the subject of interest, with appropriate experience, and a record of teaching effectiveness over a period of years. A Master's Level degree in the subject of interest is desirable.

(c) Instructor III

The minimum qualification for appointment as Instructor III is a Bachelor's Degree in the subject of interest, with appropriate experience or appropriate professional qualifications, and a lengthy and meritorious record of teaching effectiveness. A doctoral degree in the subject of interest is desirable.

15.01.4 Appointment of Instructors

(a) The Board shall establish and authorize the filling of each Instructor position.

(b) Applications for Instructor positions shall be considered by a Search Committee established under the provisions of Article 17 which shall recommend to the Dean/University Librarian a candidate or candidates for the position.

If the Dean/University 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/University 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.

(c) In the event that a provisional offer of appointment is accepted, the Dean/University Librarian shall recommend the appointment of that candidate to the President, who shall report the Dean's/University Librarian's recommendation to the Board.

(d) 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.

- (e) The letter of appointment, countersigned by the appointee, and the Handbook together constitutes an agreement of appointment between the appointee and the University. Amendments to the Handbook shall become part of such agreement of appointment.
- (f) Instructors will normally be appointed at the rank of Instructor I. A Dean/University Librarian may recommend to the Board appointment at the rank of Instructor II or Instructor III depending upon the needs of the Faculty and/or the qualifications/experience of the appointee.
- (g) Removal Allowance:
 - (i) An appointee is eligible for a removal allowance, from last place of domicile to a domicile near a University of Lethbridge campus, up to a maximum of twelve thousand dollars (\$12,000.00), subject to the specified regulations that shall be provided to him/her by the Dean/University Librarian along with the provisional offer of appointment.
 - (ii) 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.

15.01.5 Rights and Responsibilities of Instructors

- (a) Instructors have certain duties and responsibilities which derive from their positions as teachers.
- (b) The principal responsibility of Instructors is to provide instruction within the Department/Faculty/Library through laboratory, clinical, or other teaching assignments and related duties. In every case, the Member must be appropriately qualified to teach the courses in question.
 - Instructor I: Full responsibility for teaching laboratory, fine arts studio performance, physical activity or practicum courses is part of the Member's regular assigned duties. Full responsibility for teaching a course may be assigned with appropriate supervision and with the express permission of the Dean/University Librarian;
 - Instructor II: Full responsibility for teaching one or more courses may be part of a Member's regular assigned duties;
 - Instructor III: Full responsibility for teaching courses may constitute all or part of a Member's regular assigned duties.
- (c) Instructors are not expected to conduct research or scholarship, other than that directly related to their teaching or position description duties. However, research activity which does not prevent Instructors from fulfilling their assigned responsibilities shall be allowed when approved in writing in advance by the Dean/University 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 have the right, and are encouraged, to attend and take part as members in Department/Faculty meetings and to vote in such bodies.
- (g) Consistent with their assigned duties, Instructors have the right, and are encouraged, to participate in the work of academic and professional associations.

15.01.6 Promotion of Instructors

- (a) An Instructor may request consideration for promotion after five (5) years in a rank, or in any year with the agreement of the Chair of the Salary, Tenure, and Promotion committee.
- (b) Promotion in rank for Instructors follows a number of years of successful performance at the lower rank and requires a proven ability to successfully perform the duties appropriate to the next highest rank. Increased relevant qualifications, increased scope of practice and relevant expertise shall also be considered. Consistent with Article 15.01.5(d), maintaining relevant competence in the area of expertise is not sufficient in itself to merit promotion.
- (c) Promotion requires a positive recommendation of the relevant STP Committee, recommendation by the President, and ratification by the Board.
- (d) The procedure for the hearing of the STP Committee regarding the award of promotion shall be that for a hearing regarding promotion of a faculty member, as provided in Article 20.03. The motion to be considered by the STP Committee shall be:

“That the quality and quantity of the candidate’s work relative to Article 15.01.6(b) merit the award of promotion as an Instructor under Article 15.01.6(c).”

15.02 Academic Assistants

- 15.02.1 The duties of an Academic Assistant will be according to a position description and will be primarily other than instruction in Department/Faculty course offerings. Such positions shall support the teaching and/or research functions of the University.
- 15.02.2 A position description shall be developed by the Faculty or Department, as appropriate, and with the approval of the Dean/University Librarian, in consultation with the Academic Assistant. The position description shall form part of the initial offer of appointment, and be subject to alteration with the approval of the Dean/University Librarian in consultation with the Academic Assistant.

15.02.3 There are three ranks within the Academic Assistant category:

- (a) Academic Assistant I, where a Bachelor's Degree in the subject of interest or an equivalent academic qualification shall be the minimum qualification.
- (b) Academic Assistant II, where a Master's Degree or equivalent in the subject of interest or a lesser academic qualification plus appropriate experience is required.
- (c) Academic Assistant III, where a doctoral degree or equivalent in the subject of interest, or a Master's Degree and appropriate professional qualifications, or a lesser academic qualification plus appropriate experience and/or professional qualification is required.

15.02.4 Appointment of Academic Assistants

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

If the Dean/University 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/University 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.

- (c) In the event that a provisional offer of appointment is accepted, the Dean/University Librarian shall recommend the appointment of that candidate to the President, who shall report the Dean's/University Librarian's recommendation to the Board.
- (d) 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.
- (e) The letter of appointment, countersigned by the appointee, and the Handbook together constitutes an agreement of appointment between the appointee and the University. Amendments to the Handbook shall become part of such agreement of appointment.
- (f) Removal Allowance
 - (i) An appointee is eligible for a removal allowance, from last place of domicile to a domicile near a University of Lethbridge campus, up to a maximum of twelve thousand dollars (\$12,000.00), subject to the specified regulations that shall be provided to him/her by the Dean/University Librarian along with the provisional offer of appointment.
 - (ii) 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.

15.02.5 Rights and Responsibilities of Academic Assistants

- (a) The professional obligations and responsibilities of Academic Assistants, whose prime responsibilities are other than instruction in Department/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 Articles 15.01.5 (c), (d), (e), (f), and (g) shall apply.

15.02.6 Promotion for Academic Assistants

- (a) An Academic Assistant may request consideration for promotion after five (5) years in a rank, or in any year with the agreement of the Chair of the Salary, Tenure, and Promotion committee.
- (b) In order for a promotion to be considered by the STP Committee, the Chair of the relevant Department (or equivalent) and the Dean/University Librarian shall agree that this recommendation may be considered based upon the availability of a continuing assignment appropriate to the higher rank. Such agreement shall not be unreasonably withheld.
- (c) Promotion in rank for Academic Assistants follows a number of years of successful performance at the lower rank and requires a proven ability to successfully perform the duties appropriate to the next highest rank. Increased relevant qualifications, increased scope of practice and relevant expertise shall also be considered. Consistent with Article 15.01.5(d), maintaining relevant competence in the area of expertise is not sufficient in itself to merit promotion.
- (d) Promotion requires a positive recommendation of the relevant STP Committee, recommendation by the President, and ratification by the Board.
- (e) The procedure for the hearing of the STP Committee regarding the award of promotion shall be that for a hearing regarding promotion of a faculty member, as provided in Article 20.03. The motion to be considered by the STP Committee shall be:

“That the quality and quantity of the candidate’s work relative to Article 15.02.6(c) merit the award of promotion as an Academic Assistant under Article 15.02.6(d).”

15.03 Kinds of Appointment for Instructors and Academic Assistants

15.03.1 Term Appointment

A term appointment shall be for a contractually limited period to afford institutional flexibility typically to address replacement, project, or in response to term limited funding. It shall not carry any implication that the Instructor or Academic Assistant will be considered for further appointment.

15.03.2 Probationary Appointment

A first probationary appointment as an Instructor or Academic Assistant normally shall be for a period of two years. During the second year of the first probationary appointment, subject to Article 18.02.2, the STP Committee may recommend that the incumbent be offered one of the following:

- (a) a continuing appointment at the conclusion of the probationary appointment;
- (b) a one-year terminal appointment; or
- (c) 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.
- (d)

15.03.3 Continuing Appointment

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

15.03.4 Continuing Appointment for a Partial Year

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

15.03.5 Procedure for the Award of a Continuing Appointment

- (a) The procedure for the hearing of the Salary Tenure and Promotion Committee regarding the award of Continuing Appointment shall be that for a hearing regarding promotion as provided in Article 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 15.03.2 (b) shall be deemed to have begun July 1 immediately following the end of the probationary appointment.
- (b) The motion to be considered by the STP Committee shall be:

“That the quality and quantity of the candidate's work relative to Article 15.06.1 merit the award of Continuing Appointment as an Instructor or Academic Assistant under Article 15.03.4.”
- (c) Failure of the motion in Article 15.03.5(b) to carry by the appropriate majority, as specified in Article 17.04.2(c), requires that the STP Committee make a recommendation under Articles 15.03.2(b) or 15.03.2(c).

15.04 Salaries for Instructor and Academic Assistant Appointments

The initial salary shall be set within the minimum and maximum salary range as set forth in Schedule A, at a level acknowledging the qualifications and experience of the Member.

15.05 Salary Increments for Instructors and Academic Assistants

15.05.1 An Instructor or Academic Assistant shall be awarded a salary increment that is:

- (a) recommended in accordance with the provisions of Article 15.05.4, and
- (b) ratified by the President.

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

15.05.3 Procedures for Awarding Increments as of July 1

15.05.3.1 For Instructors or Academic Assistants whose date of initial appointment is not within the previous 12 months:

- (a) Before April 30 of each year, the professional performance of an Instructor or Academic Assistant shall be evaluated according to the criteria as described in Article 15.06, and shall be assigned a rating according to the following descending scale of merit: 2, 1.75, 1.5, 1.25, 1, 0.5, 0.
- (b) Normally the period of assessment shall be the contract year immediately preceding the evaluation of performance. However, at the request of the Dean/University Librarian or the Member, other periods may be considered.
- (c) A performance rating shall be proposed by the Dean/University Librarian, and where departments exist, in consultation with the Department Chair. Each Instructor and Academic Assistant shall receive his/her rating, a brief statement of the reasons for it, and a written estimate of the distribution of performance ratings for Instructors and Academic Assistants in the University, by Faculty. To ensure confidentiality, Instructors or Academic Assistants from faculties with fewer than six Instructors or Academic Assistants shall be grouped with those Instructors and Academic Assistants in the next smallest group.
- (d) When a Member disagrees with the Dean's/University Librarian's recommendation regarding performance rating, the procedures in Article 21.04.8 to 21.04.10 shall be used to resolve such disagreements.
- (e) If an Instructor or Academic Assistant is given a rating of 0 or 0.5, the Dean/University Librarian shall arrange a meeting with that Instructor or Academic Assistant as per Article 25.02.

15.05.3.2 For Instructors or Academic Assistants whose date of initial appointment is within the previous 12 months:

- (a) An Instructor or Academic Assistant whose appointment takes effect in the period July 1 - September 15 is eligible to receive a maximum increment award of 1 on the following July 1.
- (b) An Instructor or Academic Assistant whose appointment takes effect in the period September 16 - March 31 is eligible to receive, on the following year July 1, an increment award pro-rated on a maximum of 1 according to the completed months he/she will have served by June 30.
- (c) An Instructor or Academic Assistant 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) An Instructor or Academic Assistant 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.

15.05.4 An Instructor's or Academic Assistant's recommended salary increment is his/her merit units times the value of a merit increment as defined in Article 32.06.

15.05.5 The President shall inform all Instructors and Academic Assistants, no later than September 30 each year of the distribution of performance ratings, by Faculty, awarded in that year. To ensure confidentiality, Instructors and Academic Assistants from Faculties with fewer than six Instructors and Academic Assistants shall be grouped with Instructors and Academic Assistants in the next smallest group.

(b)

15.06 Evaluation Criteria for Instructors and Academic Assistants

15.06.1 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 Articles 15.01.5 and 15.02.5, where applicable, are carried out.

15.06.2 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 Members and through student appraisals though, no assessment will be based mainly on student appraisals.

15.06.3 Personal or social compatibility shall not be a criterion.

15.07 Re-assignment of Duties for Professional Development for Instructors and Academic Assistants

The Dean/University Librarian may provide, or the member may request, a re-assignment of duties with full or partial pay to an Instructor or Academic Assistant for the purpose of improving and enhancing his/her qualifications and value to the University.

15.08 Annual Report for Instructors and Academic Assistants

15.08.1 On or before September 15 each year, each Instructor or Academic Assistant shall submit a Professional Activities Report to the Dean/University Librarian. The period covered shall normally be July 1 to June 30 of the preceding year. The report shall describe the duties and responsibilities an Instructor or Academic Assistant has carried out including but not limited to:

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

15.08.2 If there is reasonable cause to believe that a current or anticipated conflict of interest and/or current or anticipated conflict of commitment may exist, a Member must formally disclose in writing to the Member's Dean/University Librarian as soon as possible after the member becomes aware of it.

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

15.09 Position Abolishment for Instructors and Academic Assistants

15.09.1 Position abolition shall be undertaken only pursuant to a motion by the Board, whose action shall be final and binding.

15.09.2 When a position is abolished, an Instructor or Academic Assistant holding a continuing appointment shall receive, in writing, at least four months working notice. Following completion of the working notice period, an Instructor or 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.

- 15.09.3 At any time during the termination notice period, the Instructor or 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 Board's contribution to insured benefits.
- 15.09.4 When the Instructor's or Academic Assistant's choice is to receive pay in place of notice, his/her employment shall be terminated and the Instructor or 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 Instructor or Academic Assistant continued to work for the remainder of the notice period.
- 15.09.5 Reasonable effort shall be made, within the working and termination notice period, to relocate the Instructor or Academic Assistant to a vacant Instructor or Academic Assistant position elsewhere in the University for which the Instructor or 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.
- 15.09.6 If an alternative position cannot be found under Article 15.09.5 within the working notice period, or if an alternative position is unacceptable to the Instructor or Academic Assistant, termination notice will begin immediately following the working notice period.
- 15.09.7 In the event that within two years following the effective date of abolition, an Instructor or Academic Assistant position becomes open at the University, and the Instructor or Academic Assistant whose position was abolished and who applies for the new position is among the most qualified candidates, that Instructor or Academic Assistant shall be given preference for that position.

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/University 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/University Librarian, as early as possible.

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 A member will give notice of intention to retire to his/her Dean/University Librarian one year in advance of the proposed retirement date to facilitate planning within departments/divisions. Such notice of intention will be irrevocable.

16.02.2 If a member without Long Term Disability Insurance, after completing his/her maximum eligible sick leave and Leave Without Pay (LWOP), is unable to resume any duties, then he/she shall retire immediately.

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.

16.05 Termination of Position of Instructor/Academic Assistant

Termination of position shall be as provided in Article 15.

16.06 Supervision and Discipline

Termination shall be as provided in Article 25.

16.07 Termination by Mutual Agreement

Either the Dean/University Librarian or a Member may at any time propose termination of the Member's appointment under mutually acceptable terms. Unless waived by the Association, 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 Instructor/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 Dean/University 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/University Librarian may recommend a candidate for a term appointment not to exceed two (2) 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/Instructor/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 Dean/University Librarian

Voting

Four (4) persons selected through procedures established by the Faculty 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/University 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 Article 14.04)

(a) To deal with the matters affecting a Faculty Member/Instructor/Academic Assistant as provided in Articles 19, (Probation and Tenure), 20 (Promotion), 21 (Increment), 15 (Instructors/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

Voting

Six (6) persons selected through procedures established by the Faculty Council and approved by the General Faculties Council, preferably selected to include strong representation from the disciplinary interests of the Member. The procedures shall provide for a system of alternates, also preferably 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 whose membership could be seen as compromising procedural fairness.

Only tenured faculty may sit on a STP committee for a faculty member.

Only tenured faculty and continuing Instructors/Academic Assistants may sit on a STP committee for an instructor/academic assistant.

- (b) Quorum for a STP Committee shall consist of the full membership of the committee, comprising all voting and non-voting members.
- (c) The affirmative vote of four (4) members eligible to vote shall be required to carry any motion placed before a STP Committee.
- (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

- (a) 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

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.
- 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 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.
- 17.06 (a) When serving as a member of a personnel committee, Senior Academic Administrators 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/University 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/University 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/University Librarian by the committee chair, and the Dean/University Librarian shall as soon as possible notify a Member in writing and in confidence of any recommendations by a personnel committee, and the reasons therefor, in his/her case.

(b) The 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/University Librarian and to the Member.

17.09 Conflict of Interest/Reasonable Apprehension of Bias

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 ten (10) working days 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 Dean/University 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/University 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 therefor, that the Dean/University 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 Dean/University 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/University Librarian and to the Member.

18. Appointment of Faculty Members**18.01 Kinds of Appointment**

Faculty members may be offered one of the following types of appointment: a term appointment, a probationary appointment, a term appointment with conversion, or an appointment with tenure.

18.01.1 Term Appointment

- (a) 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:
 - (i) That the appointment is a replacement for a Faculty Member on leave or on another assignment of duties. Normally, such an appointment will be limited to the term of the relevant leave or reassignment. However, there may be some circumstances where the term may require a start or end date beyond the term of the relevant leave or reassignment.
 - (ii) That the appointment is of someone unqualified for continuing appointment because a person with the required qualifications is not available at the time.
 - (iii) That the duties connected with the appointment are for a limited period and are expected to be no longer required after the specified date.
 - (iv) That the appointment is caused by the sudden unforeseen departure of a Faculty Member.
 - (v) That the appointment is to afford flexibility in program development as determined by the Provost & Vice-President (Academic).
 - (vi) That the appointment is due to the circumstances specified in Article 17.03.
- (b) Consecutive term appointments for which the assigned duties of the Member have not changed will:
 - (i) not exceed a cumulative period of appointment of six (6) years;
 - (ii) be made at the same rank; and,
 - (iii) be made at a salary no less than the previous appointment.
- (c) Term appointees will be informed by the Dean/University Librarian at the earliest possible opportunity if there will be a recommendation to the Board to renew the term appointment.
- (d) As part of a recommendation for a term appointment, the Dean/University Librarian will recommend to the Board the rank at which an appointment will be made.

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);
- and
- (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, in 18.01.3.1 (b) above, the probationary appointment shall be deemed to have begun with the current term appointment.

18.01.3.3 For purposes of conversion under 18.01.3.1 (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 October first (1) but on or before the first (1st) 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 (1) 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.
- 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. 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 a domicile near a University of Lethbridge campus, up to a maximum of twelve thousand dollars (\$12,000.00). 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 A Faculty Member/Professional Librarian who considers that he/she has been subjected to an unfair probationary period shall make a formal written complaint to the Dean/University Librarian, detailing the specifics of the case and providing supporting evidence, in a timely manner, as specified in Article 22, but in any case not later than August 15 preceding his/her consideration for extension or probation or granting of tenure. The Dean/University 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/University 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/University Librarian's decision. The grievance shall be resolved not later than December 15 of that year.
- 19.03.4 As part of the resolution of action under this article, whether by the Dean/University Librarian or during a grievance procedure, the Dean/University 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 (5) 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 (2) 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 (2) 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 (2) 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 the criteria of 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 the criteria of 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 in any year 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 (5) to ten (10) years in a rank.

20.02.2 A Faculty Member shall have the right to be considered for promotion in the sixth (6) 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 18.01.3.1 (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. Meetings of the Salary, Tenure and Promotion Committee shall normally take place between January 1 and March 31 of each academic year.

20.03.2 Process

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

(i) No later than July 15 of the academic year in which promotion (extension of probation, or tenure) is to be considered, the STP Committee Chair shall write to all Members who have agreed under 20.02.1 to be considered for promotion, and also to all Members eligible under 20.02.2 to invoke the right to be considered for promotion. The letter shall invite the Member to supply, by the following September 15, a rationale and whatever material and information the Member deems necessary to justify his/her promotion (extension of probation, or tenure) and request the Member to make recommendations regarding additional evidence for the Chair to gather. In all cases where referees are selected, such selection shall be fair and reasonable. The Chair shall keep the Member informed of progress on the collection of such additional information.

(ii) The evidence and documentation submitted for the consideration of the STP Committee shall consist of four (4) elements, each of which shall be clearly identified:

- first: evidence and documentation submitted by the candidate
- second: additional evidence and/or documentation collected by the STP Chair after consultation with the candidate as described in 20.03.2.a(i)
- third: such additional evidence and/or documentation collected by the STP Chair as he/she deems relevant to the proceedings
- fourth: material from the personal file of the candidate directly relevant to teaching, research and creative activity, and service to the University and society duties and responsibilities, submitted by the Dean to the STP Chair in accordance with Article 9.11 and accepted by the STP Chair as appropriate. Disagreements between the Dean and the Chair regarding the appropriateness of specific material shall be dealt with through the interpretation process in Article 1.

After consultation with the Dean/University Librarian, the STP Committee 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. In particular, the Chair shall inform the Member of any negative evidence which the Member may wish to address. If, in the Chair's view, there is insufficient evidence to justify a positive recommendation, 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) Any additional evidence gathered by the STP Committee Chair or supplied by the Dean or the Member under (i) and (ii) above for consideration of the STP Committee shall be provided by January 10.
 - (iv) Not fewer than ten (10) working days prior to the first day of the hearing, the STP Committee 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.
 - (v) The STP Committee Chair's letter shall also inform the Member that the Member has the right to submit, within five (5) working days, a written response to the Chair's recommendation.
 - (vi) The STP Committee Chair's letter 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.
- (b) The STP Committee Chair shall convene the STP Committee and shall place before it:
- (i) The evidence and documentation the Chair has accumulated in accordance with Article 20.03.2 (a) (ii), including all materials submitted by the Member. 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.

- (ii) The Chair's recommendation.
- (iii) The Member's written response, if any, under 20.03.2 (a) (v).
- (c) The first motion to be considered shall be: "That the evidence presented to the Committee is a sufficient basis for a fair and reasonable decision." The question is automatically before the STP Committee and requires neither mover nor seconder. Voting shall be in accordance with Article 17.04.2 (c).

If, after consideration, the motion is not carried, the STP Committee shall request its Chair to accumulate additional evidence that would overcome the perceived incompleteness or insufficiency. The Member shall be informed of the additional evidence gathered by the STP Committee Chair, and especially of any negative evidence, and shall have the right to respond within five (5) working days either in writing or orally. In addition, should the STP Committee Chair change his/her original recommendation as a result of the new evidence, the Member shall be so informed and shall have the right to respond within five (5) working days either orally or in writing.

- (d) After the motion of Article 20.03.2 (c) above has passed, or when the STP Committee votes that reasonable efforts to find significant additional evidence have failed, the Committee shall consider the motion: "That the quality and quantity of the candidate's academic work relative to the criteria of Article 12.01 merit the award of promotion." The question is automatically before the STP Committee and requires neither mover nor seconder. Voting shall be in accordance with Article 17.04.2 (c).
- (e) Within five (5) working days of the end of the meeting or meetings dealing with a Member's case, the STP Committee Chair shall convey to the Dean/University Librarian in writing the recommendation of the Committee and a summary of its reasons. This letter shall be included in the Member's Personal File.
- (f) A draft of the letter from the Dean/University Librarian to the Member, informing the Member of the Committee's recommendation and the reasons therefor, as specified in Articles 17.08 shall be circulated to members of the STP Committee, and amended by the Dean/University Librarian as appropriate, prior to its transmittal. On request to the Dean/University Librarian, the Chair of STP Committee shall have the right to read the letter to the Member.
- (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.
- (h) The Dean/University Librarian shall forward to the Vice President (Academic) the Committee's final letter of Article 20.03.2(f) regarding its recommendation and the reasons therefor, together with the Dean/University Librarian's recommendation.
- (i) Except where the Dean/University Librarian or the Vice President (Academic) or both have reasonable cause to believe that one or more of the conditions of Article 24.01.3(a)(i)-(iii) exists, the Vice President (Academic) shall forward the recommendation to the President for consideration. Where the Dean/University Librarian or the Vice President (Academic) or both have reasonable cause to believe that one or more of the conditions of Article 24.01.3(a)(i)-(iii) exists, the Vice President (Academic) shall forward the case to the Appeal Committee of Article 17.04.3 for its consideration, using the process in Article 24.01.3 for cases involving extension of probation and tenure recommendations, or using the process in Article 24.03.3, for cases involving promotion recommendations.

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.

21. 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 prorated 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 Before April 30 of each year, the professional performance of a Faculty Member shall be evaluated and the Member shall be informed of the result of that evaluation. Before September 15 each year, a Faculty Member shall submit to the Dean/University Librarian a report of Professional Activities (as per Schedule F) during the previous contract year (July 1 to June 30), 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 contract 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/University Librarian agree, other relevant periods or materials shall be considered. All materials considered shall be part of a Faculty Member's personal file.

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 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, 0.5 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 (3) 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.
- 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 Member shall meet with the Dean and present whatever material, evidence, and information he/she deems necessary to justify his/her preferred performance ratings (relative to the weighting of the Dean/University Librarian). If the Member and the Dean still disagree then the STP Committee shall establish the performance rating for each criterion, and send the results, with reasons, to the Dean. All such STP Committee salary increment deliberations shall be completed by June 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:
- (i) invite the Member to supply a rationale and whatever material, evidence, and information he/she presented to the Dean to justify his/her preferred performance ratings (relative to the weightings of the Dean/University Librarian);
 - (ii) request from the Dean/University Librarian the Professional Activities Report, any supporting documentation provided by the Member, and the Department Chair's assessment (where applicable) which were the basis for the Dean/University Librarian's performance rating;
 - (iii) invite the Dean/University Librarian to justify his/her performance rating, a copy of which justification shall be provided to the Member;
 - (iv) 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 items specified in Article 21.04.8(i)-(iii);
 - (ii) The motion, which shall be “The Dean’s recommendation regarding performance rating be accepted.”
 - (iii) 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. 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.
- (d) A letter from the Chair of the STP Committee shall be transmitted to the Dean/University Librarian, with a copy to the Member, informing the Dean/University Librarian and the Member of the Committee’s recommendation and the reasons therefor.
- (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 25.02.

21.06 Value of Salary Increment

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

To establish a Member’s career progress increment:

21.06.1 Every Faculty Member with a performance score equal to or above 1.0 will receive a full 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 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 full career progress increment only under exceptional circumstances; otherwise, the Faculty Member will receive either 0.5 of the career progress increment or 0, according to the recommendation of the Dean or the STP Committee.

21.06.2 The value of a career progress increment for Members whose service as of June 30th does not exceed the duration of an Academic Career, as specified in Article 2.02 and Schedule I, is specified in Schedule A.

- 21.06.3 (a) If a Member receives recognition for a transfer of seniority, as per Article 26.06.1, including professional experience at the University of Lethbridge or elsewhere, the number of years transferred under Article 26.06.1 shall count towards the period of an Academic Career as defined by Article 2.02.
- (b) Once a Member has accumulated years of service exceeding the duration of an Academic Career as defined in Article 2.02 and Schedule I the career progress increment award shall have no monetary value.

To establish a Member's merit award:

- 21.06.4 (a) A mean of the overall performance scores will be calculated.
- (b) A Faculty Member/Professional Librarian whose performance score equals or exceeds the mean for his or her Faculty or the Library shall automatically receive increments from the Merit Pool.
- (c) A Faculty Member/Professional Librarian whose performance score (rounded to the nearest tenth) equals the mean performance score (rounded to the nearest tenth) of his/her Faculty or Library shall be entitled to one merit unit. A Faculty Member shall receive an additional merit unit for each tenth by which his/her performance score (rounded to the nearest tenth) exceeds the mean performance score (rounded to the nearest tenth) of his/her Faculty or the Library. The total number of merit units for a Faculty or the Library 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 32.04(a), for a Faculty or the Library by the total number of merit units in that group.

21.07 Procedures for Biennial Evaluation

- 21.07.1 A Faculty Member/Professional Librarian/Instructor/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 15.05.3 for Instructors and Academic Assistants, or in Article 21.04, for Faculty Members/Professional Librarians each year.
- 21.07.2 A Faculty Member/Professional Librarian/Instructor/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 during the last 3 years; and

(d) has not been disciplined under Article 25 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.

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 Instructors/Academic Assistants subject to biennial evaluation, the procedures provided in Article 15.05.3 will be followed every second year. The rating awarded to a(n) Instructor/Academic Assistant, according to Article 15.05.3, 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 or the Library shall be evaluated either in one group, all in the same year, or in two (2) groups of approximately equal size with each group being evaluated in alternate years, subject to (b) below.

(b) If membership in a Faculty 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 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/Professional Librarians no later than September 30 of each year of the distribution of increments, by Faculty/Library, awarded that year.

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 be claimed within sixty (60) working days following the date upon which the violation, improper application or non-application is alleged to have occurred, or within sixty (60) working days from the date in which the alleged violation should have become known to the Member or President. A grievance may be claimed by a Member, by the Association, or by the President.

22.03 Before claiming a grievance, the grievor shall meet with the President or the President of the Association, as appropriate, in an attempt to resolve the issue. The parties to this meeting may have a representative or advisor of his or her choice also attend the meeting. If the issue is not resolved by this meeting, the grievor may proceed to claim the grievance in the manner described within this Article. The timing of this meeting shall not affect the application of Article 22.02.

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 and providing such evidence as appropriate to support the grievance, 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 22.10. If the matter is to be referred to arbitration, the President shall inform the President of the Association of the notice of referral.

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 and providing such evidence as appropriate to support the grievance, 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/Association, 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 22.10. 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 and the Member/President of the Association within five (5) working days after the President or the President of the Association, as appropriate, has received notice of referral. Failing agreement within those five (5) working 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.

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/University 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/University Librarian.
 - (d) Complainants may include but are not limited to Members, students, and University employees.
- 23.01.3
 - (a) When a Dean/University Librarian receives a written and signed complaint that a Member has violated responsibilities under Article 11, the Dean/University Librarian shall provide the Member with a copy of the complaint and recommend that the parties participate in mediation.
 - (b) The Dean/University Librarian may also recommend a process akin to mediation except that the mediator is selected by the Dean/University 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/University Librarian and wishes to have them addressed informally without invoking the grievance procedure.
- 23.01.5 The Board shall pay for up to eight (8) hours of time for an independent mediator in any individual circumstance. After eight (8) hours of time (or less if the mediator is able to come to a reasonable assessment), the Dean/University 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 Thirteen Thousand Dollars (\$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.
- 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/University Librarian or the Association.

24. Appeals**24.01 Denial of Extension of Probation**

24.01.1 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 extension of probation.

24.01.2 The Appeal Committee shall hear only those appeals submitted in writing to the committee Chair. The appellant must give notice in writing of an intention to appeal 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, and full reasons for the appeal must be submitted within ten (10) working days of the Chair's acknowledgement of this written notice.

24.01.3 Process

- (a) The appellant shall write to the Chair of the Appeal Committee [who is the Vice-President (Academic)] giving notice of an intention to appeal the extension of probation decision; the Chair shall acknowledge receipt of the request for a hearing, and shall specifically direct the appellant's attention to Article 11.02.2. Within ten (10) working days of receipt of the Chair's letter, the Member shall submit a written request for a hearing of his/her case, stating the grounds for the appeal, which shall be one or more of the following:
 - (i) The documentation and evidence considered by the STP Committee were incomplete and/or inappropriate to such an extent as to prevent a fair and reasonable decision, for reasons that were beyond the control of the appellant; in this case, the appellant will make recommendations regarding additional evidence that the Appeal Committee might examine or gather.
 - (ii) The decision reached by the STP Committee was not fair and reasonable in the light of the documentation and evidence put before it.
 - (iii) The STP procedure provided for in the Handbook was not followed, and the failure to follow correct procedure materially disadvantaged the appellant. The Chair shall acknowledge receipt of the request for a hearing, and shall specifically direct the appellant's attention to Article 11.02.2.
- (b) All materials from the STP Committee hearing shall be placed before the Appeal Committee.
- (c) The Appeal Committee shall invite the appellant to appear before it to present the case for the appeal.
- (d) The Appeal Committee shall make whatever investigations it deems necessary to determine the procedural and/or substantive issues regarding the case under appeal, including soliciting testimony from members of the STP Committee.
- (e) In all cases where referees are selected, such selection shall be fair and reasonable.
- (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 by the appellant in Article 24.01.3 (a)(i).
- (ii) If the Appeal Committee decides that the additional documentation or evidence mentioned in Article 24.01.3 (a)(i) or additional documentation or evidence of any sort is necessary for reaching a fair and reasonable decision, it shall gather such evidence. The appellant shall be informed of any new evidence and documentation and shall be allowed to respond either orally or in writing.
- (iii) Where the grounds of the appeal include 24.01.3(a)(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.
- (h) 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.

24.01.4 The Appeal Committee shall be empowered to deal with the appeal by making a recommendation that probation be extended, and its recommendation shall take precedence over that of the Salary Tenure Promotion Committee.

24.01.5 The recommendation of the Appeal Committee on an appeal from a denial of extension of probation or tenure is subject to further appeal through the process described in 24.02.

24.02 Termination of Probation

24.02.1 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.

24.02.2 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.

24.02.3 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 24.02.9.

24.02.4 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.

- 24.02.5 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.
- 24.02.6 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.
- 24.02.7 Appeal Process
- (a) Except as specified in 24.01.3, the members of the Committee shall act as a panel independently of the parties who appointed them.
 - (b) 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:
 - (i) 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.
 - (ii) 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.
 - (iii) 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.
 - (c) 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.
 - (d) If the STP decision is found to be fair, the Hearing Committee shall affirm the decision.
- 24.02.8 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.
- 24.02.9 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 twenty (20) working 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.

24.02.10 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/University Librarian.

24.02.11 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.

24.02.12 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.

24.02.13 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.

24.03 Promotion

24.03.1 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.

24.03.2 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.

24.03.3 Process

(a) The appellant shall write to the Chair of the Appeal Committee [who is the Vice-President (Academic)] requesting a hearing of his/her case and stating the grounds for the appeal, which shall be one or more of the following:

i. The documentation and evidence considered by the STP Committee were incomplete and/or inappropriate to such an extent as to prevent a fair and reasonable decision, for reasons that were beyond the control of the appellant; in this case, the appellant shall make recommendations regarding additional evidence that the Appeal Committee might examine or gather.

ii. The decision reached by the STP Committee was not fair and reasonable in the light of the documentation and evidence put before it.

iii. The STP procedure provided for in the Handbook was not followed, and the failure to follow correct procedure materially disadvantaged the appellant.

(b) All materials from the STP Committee hearing shall be placed before the Appeal Committee.

(c) The Appeal Committee shall invite the appellant to appear before it to present the case for the appeal.

- (d) The Appeal Committee shall make whatever investigations it deems necessary to determine the procedural and/or substantive issues regarding the case under appeal, including soliciting testimony from members of the STP Committee.
 - (e) In all cases where referees are selected, such selection shall be fair and reasonable.
 - (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 by the appellant in Article 24.03.3 (a)(i).

(ii) If the Appeal Committee decides that the additional documentation or evidence mentioned in Article 24.02.3 (a)(i) or other additional documentation or evidence is necessary for reaching a fair and reasonable decision, it shall gather such evidence. The appellant shall be informed of any new evidence and documentation and shall be allowed to respond either orally or in writing.

(iii) Where the grounds of the appeal include 24.03.3(a)(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.
 - (h) 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.
- 24.03.4 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.
- 24.03.5 The recommendation of the Appeal Committee on an appeal shall be the final committee recommendation and not subject to further appeal.
- 24.04 Salary
- 24.04.1 A Faculty Member shall have the right to appeal to the Appeal Committee as provided in Article 17 a performance rating of zero (0) or one-half (0.5) assigned to the Faculty Member by the Salary Tenure Promotion Committee.
- 24.04.2 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 zero (0) or one-half (0.5).
- 24.04.3 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.
- 24.04.4 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 24.03.3.

24.04.5 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.

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

24.05 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 and Discipline**25.00 General**

25.00.1 Whenever possible, actions pursuant to this Article shall be expeditious. Specified time limitations in this Article may be altered by mutual consent given in writing and signed by the parties.

25.00.2 Members accused of a criminal offence(s) shall be treated as innocent of that criminal offence(s) until proven guilty. The parties recognize that a criminal charge or conviction is not in itself grounds for discipline, independent of an adjudication of the facts of the case under this Article.

25.01 Supervision and Progressive Discipline

25.01.1 The Dean/University 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. Any violation of the University's standards of performance or rules of conduct is subject to appropriate supervisory action, shall normally be initiated by the Member's Dean/University Librarian and may include such measures as: verbal discussion, a letter of guidance, a letter of reprimand, or major discipline. Any Member with concerns about the process by which supervisory action has been invoked or pursued under this Article has recourse to the grievance procedure in this Handbook to resolve such concerns.

25.01.2 In recognition of the principle of responsible supervision and progressive discipline, the Dean/University Librarian will make every reasonable effort:

- (a) to bring conduct which could be the subject of concern or of disciplinary proceedings to the attention of a Member in a manner that will assist the Member to correct her or his conduct;
- (b) to specify, in consultation with the Member, an appropriate amount of time for the Member to correct the conduct in question; and
- (c) to undertake more formal action under this article only when informal measures have been attempted and have failed.

25.01.3 Personal File

25.01.3.1 Documents relating to any action taken under this Article, including any written record of non-disciplinary verbal discussion or Letter of Guidance, must be placed and remain in a Member's personal file, subject to 25.04.7.5 or 25.09.3.

25.01.3.2 After an appropriate period, any Member may request under Article 9.10 that the records relating to a particular set of actions under this Article be removed from the Member's personal file.

25.01.4 Supervisory/Disciplinary Processes and Evaluation of Members

- (a) Supervisory/disciplinary processes must be kept separate and distinct from the processes of academic assessments such as those culminating in extensions of probation, tenure, continuing appointment, promotion and consideration for merit increments. Accordingly, such assessments may be undertaken if measures have been initiated under Articles 25.02 and/or 25.03 but no such assessments will be undertaken while Article 25 disciplinary processes (minor disciplinary measures and/or major disciplinary processes) are underway against a Member. This Article shall not be used in a manner that might be construed to arbitrarily suspend or delay the academic assessment of Members.

- (b) The fact that a formal supervisory/disciplinary action has been imposed under this Article cannot, in itself, independent of the facts of the case, be considered in the assessment of a Member with regard to reappointment, tenure, removal of probationary status, promotion and evaluation for annual salary adjustment.
- (c) It may be the case that facts relating to actions that have triggered supervisory/disciplinary action are also relevant to a Member's academic assessment, and these facts may appropriately be put before the STP committee. Where there is an intention to place such facts before an STP committee, the appropriateness of such action will be subject to the provisions of Article 20.03.2 in this Handbook.

25.02 Verbal Discussion

- 25.02.1 Where an issue is raised with respect to a Member's conduct, the first step will normally be a verbal discussion between the Member and the Member's Dean/University Librarian, who shall keep a record of the content of that discussion. The Dean/University Librarian's record of the discussion shall be entered in the Member's Personal File, and a copy of that record, together with a written statement that it has been placed in the Personal File, shall be sent to the Member.
- 25.02.2 A verbal discussion, including the making and retention of a record of that discussion, under Article 25.02.1 is not a disciplinary action.

25.03 Letter of Guidance

- 25.03.1 Where the impugned conduct of a Member continues after a verbal discussion under Article 25.02, the Dean/University Librarian shall meet with the Member to discuss what measures may be necessary to effect satisfactory performance of responsibilities and duties under Articles 11 and 13. After this meeting, or after the Member has declined the invitation to attend such a meeting, the Dean/University Librarian will write a Letter of Guidance to the Member specifically identifying the actions the Member should take to correct the conduct. A copy of the letter will be placed in the Member's Personal File and the Member shall be so informed.
- 25.03.2 A Letter of Guidance shall state that it is a step in responsible supervision and progressive discipline and shall give the Member a reasonable time to correct the conduct described.
- 25.03.3 A Letter of Guidance issued under Article 25.03.1 is not a disciplinary action.
- 25.03.4 When the Dean/University Librarian believes that the Member's performance has not improved to an acceptable extent within a reasonable time after the issuing of a Letter of Guidance, he/she may initiate formal disciplinary proceedings under the following sections of this Article.

25.04 Minor Disciplinary Measures: Reprimand

- 25.04.1 Where the Dean/University Librarian is satisfied that there is reasonable cause to believe that a situation exists that may lead to disciplinary action against the Member in the form of a Letter of Reprimand, the Dean/University Librarian may undertake an investigation, or may appoint an appropriate person to undertake an investigation on his/her behalf. An investigation conducted under this Article does not constitute a disciplinary action.
- 25.04.2 Before a Dean/University Librarian initiates an investigation, he/she shall as soon as practicable, send a notice in writing to the Member, with a copy to the Association, identifying the nature of the conduct or event that is to be investigated and informing the Member that disciplinary action in the form of a Letter of Reprimand is being considered.

- 25.04.3 The notice shall request a meeting between the Dean/University Librarian and the Member to discuss the matter and to give the Member the opportunity to respond to the allegations. This meeting will normally be held within ten (10) working days of the Member's receipt of the notice. The notice will specify the right of the Member to be accompanied as per Article 11.02.2. The Dean/University Librarian may have a representative of his or her choice also attend the meeting.
- 25.04.4 The intent of the meeting or meetings under this Article is to facilitate a full disclosure by both the Dean/University Librarian and the Member so that the matter can be dealt with at the earliest stage possible and so that the matter can, if possible, be resolved on a mutually acceptable basis.
- 25.04.5 After meeting or meetings with the Member and after such further discussions as the Dean/University Librarian considers necessary, he/she shall determine whether to proceed with an investigation, or to cause an investigation to be proceeded with, into the matters at issue. At the conclusion of the investigation, the Dean/University Librarian shall decide whether the minor disciplinary action of a Letter of Reprimand is warranted.
- 25.04.6 A Letter of Reprimand must be clearly identified as a disciplinary measure and must contain a clear statement of the reasons for issuing the reprimand and a statement of the actions that the Member should take to correct the conduct. The Letter shall be sent to the Member and copied to the Association.
- 25.04.7 The issuing of a Letter of Reprimand can be appealed to the Discipline Appeal Committee, consisting of one (1) person designated by the Association, one (1) person designated by the Dean, and a third (3) person chosen by these two, agreed to by the Board and the Association, who shall serve as chair; only members of the Association and Professors Emeriti may serve on the Committee. No senior academic administrator at the University of Lethbridge and no current member of the ULFA Executive or the Grievance Committee shall be eligible to serve as an investigator during their term of such service or for thirty-six (36) months after the end of such service.
- 25.04.7.1 The Member may submit a written appeal to the Dean/University Librarian within ten (10) working days of receipt of the Letter of Reprimand, including the reasons for the appeal and relevant evidence. The Dean/University Librarian shall immediately inform the Association, and both parties shall name their members to the Discipline Appeal Committee within five (5) working days. The Chair of the Discipline Appeal Committee shall be named and agreed to pursuant to Article 25.04.7 within five (5) working days.
- 25.04.7.2 The Dean/University Librarian shall submit a written reply to the appeal, addressed to the Chair of the Discipline Appeal Committee and copies to the Member and the Association, within ten (10) working days of the receipt of the written appeal.
- 25.04.7.3 The Discipline Appeal Committee shall meet promptly to consider the Member's appeal and the Dean/University Librarian's reply. The committee shall have access to the records and documentation assembled in the process of 25.04.1 through 25.04.1.6, and may seek additional information as it deems necessary.
- 25.04.7.4 The committee shall decide the disposition of the appeal by majority vote.
- 25.04.7.5 The decision of the committee is final and binding on the parties. If the appeal is upheld, all relevant material shall be removed from the Member's Personal file.

25.05 Major Disciplinary Measures

- 25.05.1 Normally, major discipline will represent the culmination of a process of responsible supervision and progressive discipline, directed to correcting the impugned behaviour of the Member and allowing sufficient time to determine whether the disciplinary action was effective.
- 25.05.2 Discipline may be initiated only for just, reasonable and sufficient cause for violations of duties and responsibilities described within this Handbook, and only in accordance with the provisions of this Article.
- 25.05.3 The discipline process shall be initiated by a Dean/University Librarian with respect to a Member who is under the Dean/University Librarian's supervision.
- 25.05.4 Discipline shall be limited to the specific complaint(s) about the Member. Disciplinary action shall be commensurate with the breach of professional duties. All proceedings under this Article shall be subject to procedural fairness and defined in Article 2.19.

25.06 The Major Discipline Process

- 25.06.1 Major discipline shall be invoked in a letter from the Dean/University Librarian to the Vice-President (Academic), specifying the complaint(s) against the Member with whatever supporting documentation the Dean/University Librarian deems appropriate. The letter must be written within sixty (60) working days of the date the alleged conduct became known or ought reasonably to have been known to the Dean/University Librarian. The letter and the documentation shall be copied to the Member and to the Association.
- 25.06.2 Upon receipt of the letter, the Vice-President (Academic) shall immediately and in writing advise the Member against whom the complaint lies of the availability of advice by the Association, and of the Member's right to meet directly with the Vice-President (Academic) or designate within ten (10) working days to discuss the complaint. The Member is entitled to be accompanied to this meeting as per Article 11.02.2. The Member may, without prejudice, decline to meet with the Vice-President (Academic).
- 25.06.3 The Vice-President (Academic) shall within fifteen (15) working days following receipt of the complaint make one of the following decisions, and shall so advise the complainant Dean/University Librarian, the Member, and the Association:
- a. to authorize an investigation of the complaint
 - b. to dismiss the complaint
 - c. to require the complainant Dean/University Librarian and/or the Member to follow the alternative measures below.
- 25.06.4 If the Vice-President (Academic) dismisses the complaint, the matter ends with that decision and all materials relating to the complaint are to be removed from the Member's Personal File.

25.07 Investigation

- 25.07.1 If the Vice-President (Academic) authorizes an investigation of the complaint, the Vice-President (Academic) shall within ten (10) working days appoint an Investigation Committee consisting one (1) or three (3) persons to carry out an investigation of the complaint to be completed within a reasonable period of time. If a three-person committee is appointed, the Vice-President (Academic) shall designate which of the three is to serve as chair.

- 25.07.2 A Member of an Investigation Committee must be a tenured Faculty Member; OR a continuing Academic Assistant at the University of Lethbridge; OR a Professor Emeritus of the University of Lethbridge; OR a Faculty Member at another Alberta university. For the first three categories, the member of the Investigation Committee shall be selected from a list of potential investigators agreed to by both of the parties to this Handbook each year before September 15; for Faculty Members from other Alberta universities, the Association must agree in writing to the specific individual or individuals concerned. No senior academic administrator at the University of Lethbridge, and no current member of the ULFA Executive or the Grievance Committee, shall be eligible to serve as an investigator during their term of such service or for thirty-six (36) months after the end of such service.
- 25.07.3 The Investigation Committee shall meet separately with the Member and the complainant Dean/University Librarian, and shall provide the Member and the complainant Dean/University Librarian with the opportunity to make written representations.
- 25.07.4 The Investigation Committee may meet with such other persons as could provide information relevant to the complaint, and may receive additional materials submitted at the investigator's request.
- 25.07.5 In any meetings between the Investigation Committee and the Member, the Member shall have the right to be accompanied as per Article 11.02.2.
- 25.07.6 Upon completion of the investigation, the Investigation Committee shall submit a written report to the Vice-President (Academic), copied to the complainant Dean/University Librarian, the Member, and the Association. This report shall comment upon the seriousness of the complaints, upon the extent to which they have been proven, and upon the appropriateness of disciplinary penalties. In the case of a three-member committee, the chair shall submit the report after consultation with the other members of the committee; other members may submit their own separate report to the Vice-President (Academic), similarly copied.
- 25.08 Response to the Report of the Investigation Committee
- 25.08.1 The Member and the complainant Dean/University Librarian may submit a written response to the report of the Investigation Committee to the Vice-President (Academic) within ten (10) working days of receipt of that report; the Vice-President (Academic) shall copy such responses to the Dean/University Librarian/Member (as appropriate) and to the Association.
- 25.08.2 The Member and the complainant Dean/University Librarian may submit to the Vice-President (Academic) written rebuttals to the above responses within ten (10) working days of receipt of the above responses to the report of the Investigation Committee; the Vice-President (Academic) shall copy such rebuttals to the Dean/University Librarian/Member (as appropriate) and to the Association. These rebuttal statements shall be the last submissions under the complaint, unless the Vice-President (Academic) requests further submissions.
- 25.08.3 Before making a decision, the Vice-President (Academic) shall offer to meet with the Member, who may be accompanied at such a meeting as per Article 11.02.2.
- 25.08.4 The Vice-President (Academic) may at his/her discretion require further investigation, asking the Investigation Committee to address specific matters. If a supplementary report is submitted, a copy will be sent to the Member, to the Dean/University Librarian, and to the Association, and the complainant. The procedures of 25.08.2 and 25.08.3 (responses, rebuttals and meetings) shall then apply.

25.09 Decision of the Vice-President (Academic)

25.09.1 The Vice-President (Academic) shall, in writing, within ten (10) working days of the final written submissions under the complaint:

- (a) dismiss the complaint, or
- (b) penalize the Member, stating the effective date on which the penalty is imposed. Such decision shall be final and binding, subject to arbitration (as per 25.13). The penalty shall be one of the following:
 - (i) the Member be suspended with or without pay for a specified period, not to exceed three (3) months; and
 - (ii) 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 duties and responsibilities.

25.09.2 The Vice-President (Academic) shall advise the Member of the decision in writing, copied to the complainant Dean/University Librarian and the Association.

25.09.3 If the Vice-President (Academic) dismisses the complaint, the matter ends with that decision and all materials relating to the complaint are to be removed from the Member's Personal File.

25.10 Effect of Procedures in Alternative Forums

The Vice-President (Academic) may suspend or terminate an investigation when the conduct alleged in the complaint becomes the subject of an investigation beyond the authority of the Board and shall provide written reasons for this action to the Member, the complainant Dean/University Librarian and the Association.

25.11 Alternative Measures

25.11.1 If the Vice-President (Academic) decides that the written complaint in 25.06.1 shows a breakdown in interpersonal relations, the Vice-President (Academic) shall recommend participation in alternative dispute resolution procedures, such as mediation.

25.11.2 If such alternative dispute resolution procedure is successful, the parties shall notify the Vice-President (Academic) in writing, and no further action on the complaint shall be taken. If such procedure is not successful, the Vice-President (Academic) shall be so informed, and the matter shall revert to the major discipline procedure.

25.11.3 If the Vice-President (Academic) deems it appropriate, he/she may suspend the disciplinary procedure subject to the Member undergoing counselling; should the member decline such counselling service, the process shall resume.

25.11.4 Proceedings under such alternative measures are confidential and cannot be used in any proceedings. As specified in article 9.03, any record of such proceedings will not enter a Member's personal file.

25.12 Communications

In every instance where written notification of the Member is required by this Article, that notification shall take place by registered mail, or by the Canada Post equivalent of registered mail for packages, or by process server subject to sworn or affirmed affidavit of service, or by some other verifiable form of delivery.

25.13 Arbitration

25.13.1 A Member who is dissatisfied with the decision or the penalty or both regarding the outcome of the Major Discipline procedure may submit a written request to the Association to refer the matter to arbitration. Upon receipt of such a request, the Association may

- a. take no action on the matter
- b. refer the decision, or the penalty, or both to arbitration

25.13.2 Within twenty (20) working days of receiving a written request to refer the matter to arbitration, the Association shall inform the Vice-President (Academic) whether it wishes to refer the decision, the penalty or both to arbitration.

25.13.3 This section does not apply to a Letter of Guidance, or to a Letter of Reprimand.

25.13.4 The matter shall be referred to a single arbitrator, who shall be appointed by the agreement of the President of the University and the President of the Association within five (5) working days after the Association has given notice of referral. Failing agreement within those five (5) working days, the arbitrator shall be appointed by a Judge of the Alberta Court of Queen's Bench upon the Petition of either party.

25.13.5 Each party will bear the cost of their own legal counsel.

25.13.6 For the purposes of this Article, 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, unless the parties agree to an assignment of costs.

- (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 immediate case submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.
- (c) The arbitrator shall issue a decision which shall be final and binding upon the parties.

25.14 Effective Date of Penalty

25.14.1 The effective date of the penalty shall be as determined by the Vice-President (Academic), unless the Association has decided to submit the matter to arbitration.

25.14.2 If the matter has been submitted to arbitration, the effective date shall be as determined by the arbitrator.

25.14.3 If the disciplinary measure is dismissal for cause, the Vice-President (Academic) shall report this to the President.

25.15 Other

25.15.1 If the cause of the disciplinary action is related to illness or to substance abuse, the Member may be given the opportunity to seek treatment/counselling for the problem. Disciplinary measures may be mitigated or suspended by the Vice-President (Academic) 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.

25.15.2 Members have the right to seek legal advice at their own expense at any point in the procedure. Members who choose to be represented independently of the Association shall provide written notice to the Association and the President. Written notice shall be provided within five (5) working days of the Member securing independent representation.

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

- 26.01 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.
- 26.02 Financial Emergency
- 26.02.1 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.
- 26.02.2 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 26.02.6.
- 26.02.3 In the event that the President considers that a financial emergency may exist within the meaning of 26.02.1, 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.
- 26.02.4 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.
- 26.02.5 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 26.02.6.
- 26.02.6 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 26.02.3, the chair shall be named by a Judge of the Alberta Court of Queen's Bench.
- 26.02.7 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.

- 26.02.8 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.
- 26.02.9 The costs of the Financial Emergency Commission, other than as provided in 26.02.10 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.
- 26.02.10 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.
- 26.02.11 The Board shall cooperate with the Financial Emergency Commission in its deliberations and shall accommodate any reasonable request for documentation.
- 26.02.12 Within thirty-five (35) working days of the President's notice under 26.02.3, 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.
- 26.02.13 A failure of the Financial Emergency Commission to report within this time limit shall relieve the Board of the constraint under 37.02.2.
- 26.02.14 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 Instructors/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.
- 26.02.15 Following the negotiations in 26.02.14 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 26.06.
- 26.02.16 In the event that the Board decides that a financial emergency does not exist as defined in 26.02.1, then no notice under 26.02.3 shall be given for a period of twelve (12) months from the date of the original notice under 26.02.3.

26.03 Program Redundancy

- 26.03.1 Program redundancy, as defined in Clauses 26.03.2 and 26.03.3, 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 26.03.3.
- 26.03.2 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.
- 26.03.3 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;
 - (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.
- 26.03.4 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.
- 26.03.5 Following the request, the President shall initiate the formation of a Redundancy Committee.
- 26.03.6 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 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.

- 26.03.7 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.
- 26.03.8 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.
- 26.03.9 The Redundancy Committee shall assess whether the request to consider a program or programs for redundancy is consistent with the reasons set out in 26.03.3. 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.
- 26.03.10 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.
- 26.03.11 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.
- 26.03.12 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 Association of the effective date of program redundancy, which effective date will be either January 1 or July 1.
- 26.03.13 A failure of the Redundancy Committee or GFC to submit a report within the time-lines specified in 26.03.10 and 26.03.11 shall relieve the Board of any constraints under this article in declaring the program redundant.
- 26.03.14 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.
- 26.03.15 Concurrent with any offer under 26.03.14, 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 26.04;
 - (b) retraining according to 13.02 or 26.05;
 - (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.

26.03.16 The Faculty Member/Professional Librarian shall accept at most one of the offers in 26.03.14 and 26.03.15. If the Faculty Member/Professional Librarian does not accept the option offered under 26.03.14, and if no proposal under 26.03.15 is satisfactory to both the Faculty Member/Professional Librarian and the Board, the Faculty Member/Professional Librarian shall be laid off pursuant to 26.06.

26.04 Reassignment

26.04.1 From the date of a decision of the Board under 26.03.12 until the end of the working notice period under 26.06.3, Faculty Members/Professional Librarians affected by a program redundancy will be notified of all vacant academic Faculty Member/Professional Librarian positions.

26.04.2 If the Board declares a program redundancy under 26.03.12, 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.

26.04.3 If a Faculty Member/Professional Librarian is reassigned to another Faculty Member/Professional Librarian position following 26.03.12, his/her rank, type of appointment, seniority and compensation shall not be altered by the reassignment.

26.04.4 The Board may require the Faculty Member/Professional Librarian who is reassigned to participate in a retraining program at the Board's expense.

26.04.5 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 26.06.

26.04.6 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 26.06.

26.04.7 A Faculty Member/Professional Librarian who accepts a transfer to a non-academic position in accordance with 26.04.2 ceases to be a Member of the Association on the date that the transfer becomes effective.

26.05 Retraining

26.05.1 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.

26.05.2 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.

- 26.05.3 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.
- 26.05.4 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.
- 26.06 Layoff
- 26.06.1 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. No additional seniority shall be recognized beyond the basic Academic Career as per Article 2.02.
- 26.06.2 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.
- 26.06.3 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.

- 26.06.4 (a) 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. 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.
- (b) A Member who has attained an Academic Career who is selected for layoff shall receive 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. 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.
- 26.06.5 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.
- 26.06.6 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.
- 26.07 Recall
- 26.07.1 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 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.
- 26.07.2 Any Faculty Member/Professional Librarian who is laid off under the provisions of Article 26 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.
- 26.07.3 The right of first refusal in 26.07.2 is subsidiary to the right of first refusal in 26.07.1.

- 26.07.4 Any Faculty Member/Professional Librarian who is laid off under the provisions of Article 26, 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 15.09.7. 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.
- 26.07.5 Any Faculty Member/Professional Librarian who is laid off under the provisions of Article 26, 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.
- 26.07.6 Individuals who are recalled under 26.07.1 or 26.07.2 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.
- 26.07.7 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.

27. Holidays

- 27.01 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.
- 27.02 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.
- 27.03 A Member shall not receive additional remuneration in the event he/she chooses to work on a holiday.
- 27.04 Regularly scheduled classes shall not be held on a holiday.

28. Vacations

- 28.01 A Vacation is a period in which the Member need not be accountable to the University.
- 28.02 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 twelve (12) month appointment, twenty-two (22) working days. After ten (10) years of service, entitlement shall increase one (1) working day each year to a maximum of thirty-three (33) working days.
 - (b) For a Member holding appointment for other than twelve (12) months, a proportionate equivalent taken during the period covered by that appointment.
- 28.03 Unless authorized in advance by the Dean/University Librarian, entitlement to vacation shall not be cumulative.
- 28.04 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.
- 28.05 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/University Librarian. Such agreement shall not be unreasonably withheld. In order to obtain mutual agreement, a Member shall inform the Dean/University Librarian of the Member's proposed period of vacation.

29. Intellectual Property

- 29.01.1 Intellectual property means any result of intellectual or artistic activity that is created by a Member and that can be owned by a person. Intellectual property includes, but is not limited to inventions, publications, computer software, works of visual art and music, industrial and artistic designs, plant cultivars, integrated circuit topography as well as all other creations that can be protected under patent, copyright, trademark or similar laws.
- 29.01.2 The Board and the Faculty Association recognize that the common good of humanity depends upon the scholarly search for knowledge in all fields of study and upon its free exposition.
- 29.01.3 In order that the member has control over the direction, integrity and use of his or her scholarly work, as a general principle ownership of all types of intellectual property shall rest with the member who creates it.
- 29.01.4 No member shall be obliged to engage in or to permit the commercial exploitation of or transfer of intellectual property derived from his or her scholarly work or to provide commercial justification for it.
- 29.01.5 No Member shall enter into or shall be obliged to enter into any agreement requiring the Member to permanently refrain from the publication of the results of the Member's work.
- 29.01.6 The Board and the Faculty Association recognize that a central, defining responsibility of the University is the creation and dissemination of new knowledge, and that this knowledge stems from scholarly research into basic aspects of nature and other forms of creative intellectual and artistic investigation. The Board and the Faculty Association affirm that because this process of discovery is supported by the citizens of Canada and Alberta, these citizens should share in the benefits flowing from it. In all cases these benefits are ultimately to be enjoyed by means of public exposition of new knowledge or creative works through publications, presentations, exhibitions, performances, or teaching. However, the benefits of research may also be shared through commercialization or other means of transfer of intellectual property, so long as this activity does not conflict with the obligation of the University to generate and disseminate knowledge for the public good.
- 29.01.7 The Board and the Association shall create a five (5) person Committee on Patents and Copyrights composed of two (2) members appointed by the Board, two (2) Members appointed by the Association. As required, a Chair will be chosen by mutual agreement between the members appointed by the Board and the Association prior to considering any case. The Chair shall be a faculty member at a Canadian university. If a mutual agreement concerning the Chair is not achieved within ten (10) working days of receipt of a request, the matter shall be referred to the Interpretation Committee.
- 29.01.8 The Committee on Patents and Copyright shall meet within fifteen (15) working days of the appointment of a Chair. It shall consider copyright and patent cases referred to it either by Members or by the Board. The Committee may solicit such confidential, expert advice as it requires to inform its decision. The Committee shall render a decision within forty (40) working days of receipt of a request.
- 29.01.9 Disagreements concerning ownership or disposition of intellectual property involving any Member may be referred by any of the parties to the disagreement to the Committee on Patents and Copyright.

- 29.01.10 The Board shall give reasonable assistance to Members to protect ownership of the intellectual property in which the Board has an agreed interest and to prevent any use of this property not authorized by the Members concerned.
- 29.01.11 The Board and the Association recognize the desirability of retaining use of all intellectual property created at the University for non-commercial educational and research purposes at the University.
- 29.01.12 Any timelines specified in this Article may be adjusted by mutual written agreement of the Board and the Member. Wherever possible, actions pursuant to this Article shall be expeditious.
- 29.02 Copyright
- 29.02.1 Copyright applies to all original literary, dramatic, artistic and musical works as well as sound recordings, performer's performances and communication signals.
- 29.02.2 Works include but are not limited to books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.
- 29.02.3 All copyright belongs to the member or members who create the work even if it is produced during the course of employment and with the use of the Board's facilities and resources, except in those cases where the Member is explicitly instructed to create the work as part of the Member's assigned duties according to Articles 13, 15, or both.
- 29.02.4 No contract or written agreement between the Board and a Member shall contain a clause waiving moral rights.
- 29.02.5 In the event that an original work is the creation of more than one member, the provisions of this article apply on a pro rata basis to all the creators of the work.
- 29.02.6 In the event that the Board relinquishes its rights in any work, all intellectual property rights shall revert back to the first owner or, if deceased, the estate of the first owner.
- 29.02.7 Except for the cases referred to in 29.02.3 the Board transfers, waives, disclaims and abandons all right, title, interest or estate in a copyright work, including lectures, course materials, electronic content, computer programmes, video recordings, audio recordings, computer-based materials, produced by a Member.
- 29.02.8 In the cases referred to in 29.02.3, the Board will normally transfer its ownership rights on such a work to the author (or group of authors) provided:
- (a) Any author who seeks to secure the ownership of copyright applies to the President for such a transfer on an Assignment of Copyright Form.
 - (b) The applicant has obtained and provided to the President prior written agreement of all co-authors of the work.

The university will transfer by written agreement its ownership right to the work under the following conditions:

- (a) that the University shall have unhampered use of the material for its internal instructional and research activities.
- (b) that the author named in the agreement shall return to the University fifty percent (50%) of the royalty the author may receive from use of the copyright.
- (c) that the author, if so requested by the University, shall display the University's name on the work if it is published, publicly displayed, performed, or exhibited.

29.03 Patents

- 29.03.1 Members are the owners of the intellectual property rights in any invention, improvement, design or development that they create in the course of their employment even if it was produced with the University's facilities and resources.
- 29.03.2 The Board has no interest in intellectual property created by a Member where that creation is unrelated to the expertise that is the basis for the Member's employment by the Board, or in intellectual property created by a Member where the Member can demonstrate that the creation is unrelated to the Member's employment by the Board.
- 29.03.3 The Member may sell, transfer, or publicly disclose information concerning any invention, improvement, design, development, or any other patentable property that he/she has created as he/she chooses, except for constraints provided by Articles 29.03.5, 29.03.6, 29.03.7, and 29.03.8.
- 29.03.4 Except as noted in Articles 29.03.3, 29.03.5, 29.03.6, 29.03.7, and 29.03.8 the Board shall make no claim to any invention, improvement, design, development, or any other patentable property made by a Member.
- 29.03.5 A Member shall fully disclose to the Board his/her intellectual property should the Member decide to pursue commercialization or prior to any direct or indirect disclosure to any other party who might have an interest in commercialization. The Member and the Board shall maintain the confidentiality required to protect the patentability of inventions.
- 29.03.6 Any claim that the Board may wish to make on any patentable property made by a Member shall be established in a written assignment agreement with the Member which assigns a portion of the net revenue resulting from the development of the patentable property to the Board prior to the development of the intellectual property. The Member may choose to assign ownership of the patentable property to the Board. This shall in no way infringe upon a Member's freedom to choose his/her own research activities or to decline to participate in specific research activities.
- 29.03.7 Unless otherwise mutually agreed in writing by the Board and the Member, the Member will work in collaboration with the Board in evaluating the commercial potential of a patentable property prior to collaborating with another party interested in commercialization. The Board and the Member shall disclose to each other information obtained during the evaluation period. This evaluation period may be adjusted upon mutual agreement by the Member and the Board, and such an adjustment may not be unreasonably refused by either the Member or the Board.

- (a) If the Board decides not to proceed with a patent application or not to proceed to develop the intellectual property in another way within one-hundred and twenty (120) working days of the Member's disclosure, then the Board waives any claim to this patentable property and the Member may freely transfer, sell, or in any other way dispose of his/her patentable property.
 - (b) If, as a result of evaluation, the Board decides that the intellectual property should be developed or sold or transferred in any other way, such development or sale or transfer will only occur with the prior written agreement of the Member.
 - (c) If an agreement is not obtained according to 29.03.7(b), then the Member may freely transfer, sell, or in any other way dispose of his/her patentable property, subject to the following conditions:
 - (i) Expenses incurred during the process of evaluation and/or protecting the intellectual property shall be reimbursed according to 29.03.10.
 - (ii) The Member shall notify the Board of his/her intent to transfer, sell, or in any other way dispose of his/her patentable property and the identity of the proposed recipient, at least twenty (20) working days in advance of such assignment, sale, transfer or disposal of their rights in the patentable property. Furthermore, the Member is obliged to disclose to the proposed recipient of their patentable property rights, of the Member's obligations to the Board, as set out in this Article.
 - (iii) Unless otherwise mutually agreed in writing, the Member shall pay to the Board, on an annual basis, a twenty-five percent (25%) royalty of the net income to the Member generated from the patentable property in the preceding twelve (12) months. The royalty payments will be payable annually for the duration of the commercialization of the patentable property. The annual royalty payments will be based on audited annual financial statements that will be provided to the University within sixty (60) working days of the commercial entity's fiscal year end. In the event that the Member proposes to assign, or sell, or transfer, or otherwise dispose of his/her patentable property rights to a Third Party, the Member shall inform the Board in writing at least twenty (20) working days in advance of the proposed disposition, and shall reach an agreement with the Board regarding the Member's obligations to the Board under this Article prior to the disposition.
 - (iv) Where the Member is, or might reasonably appear to be, in conflict of interest or commitment with respect to the recipient of the patentable property rights, the Member shall declare that apparent conflict to the Board and conclude an agreement with the Board for the management of that conflict in a manner that will withstand the test of reasonable and independent scrutiny.
- 29.03.8 In the event that the Member secures a patent through collaboration with the Board the revenue over expense from commercialization or transfer shall be shared equally between the Board and the Member, unless otherwise agreed by both the Board and the Member.
- 29.03.9 Where possible, the royalty-free usage of patentable intellectual property will be retained for non-commercial educational and research purposes at the University.

- 29.03.10 Funds advanced by a party to this agreement to evaluate or to secure legal protection of intellectual property shall have priority for return to the party who advanced the funds from earnings arising from development of the intellectual property.
- 29.03.11 “Net Income” means all consideration received by the Member or the University from third parties, from the sale or licensing, in accordance with Article 29, of a patentable property or other form of intellectual property less the out-of-pocket costs paid by those parties for obtaining the patent and granting, performing and enforcing any assignment or licensing of such invention. Any consideration not received in cash shall be valued by agreement between the University and the Member, failing which the value shall be determined by arbitration.

30. Travel Fund and Expenses

- 30.01 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/University Librarian, Instructors/Academic Assistants may also apply to this Fund. Agreement, within the context of the Instructor's/Academic Assistant's job description, shall not be unreasonably withheld.
- 30.02 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.
- 30.03 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.
- 30.04 Members shall be reimbursed for expenses incurred while traveling on approved University business in accordance with University policy pertaining to reimbursement of travel expenses.

31. Research

- 31.01 The Board shall establish a research fund to encourage and assist research by Faculty Members/Professional Librarians. With the agreement of their respective Dean/University Librarian, Instructors/Academic Assistants may also apply to this fund. Agreement, within the context of the Instructor's/Academic Assistant's job description, shall not be unreasonably withheld.
- 31.02 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.

32. Salary Schedules, Merit Fund and Economic Benefits

- 32.01 Salary schedules shall be as set forth in Schedule A, and shall include the following:
- 32.01.1 A salary schedule for Instructors/Academic Assistants, specifying minimum and maximum salaries for each class.
 - 32.01.2 A salary schedule for Professional Librarians, specifying the minimum salary for each rank.
 - 32.01.3 A salary schedule for Faculty Members specifying the minimum salary at each rank.
- 32.02 When a salary schedule adjustment is authorized, each Member whose salary, after the addition of any applicable salary increments, is less than the newly established minimum salary for their rank, shall receive an increase to this minimum salary.
- 32.03 Career Progress increments for Faculty Members/Professional Librarians shall be added on June 30 of each year as specified in Article 21.06.
- (a) The Board shall provide no career progress increments for Members who have exceeded the maximum number of years of an academic career as of June 30 as specified in Article 2.02 and Schedule I.
 - (b) The Board shall provide no career progress increments to Members for the period during which they hold appointments as Senior Academic Administrators.
- 32.04 A separate merit pool fund shall be established for each Faculty and for the Library as follows:
- (a) For each Faculty Member/Professional Librarian, the per-Member merit pool contribution as specified in Schedule A shall be part of the fund.
 - (b) The merit pool shall be distributed among Faculty Members/Professional Librarians in the form of a merit award on June 30 of each year.
 - (c) The Board shall make no merit pool contributions on behalf of Members, and consequently those Members are not eligible to receive increments from the merit pool, for the period during which they hold appointments as Senior Academic Administrators.
- 32.05 A merit fund for Instructors/Academic Assistants shall be established and distributed among Instructors/Academic Assistants in the form of merit increments. The merit fund shall be established as follows:
- (a) For each Instructor/Academic Assistant eligible to receive an increment, the per-Member merit fund contribution specified in Schedule A shall be part of the merit fund.
 - (b) For each Instructor/Academic Assistant for whom the difference between his/her salary and the maximum salary as specified in Schedule A is less than the value of the per-Member merit fund contribution, only the difference shall be part of the merit fund.
 - (c) The merit fund shall be distributed among Instructors/Academic Assistants in the form of a merit award on June 30 of each year.
 - (d) The Board shall make no per-Member merit fund contributions on behalf of Members, and consequently those Members are not eligible to receive increments from the merit fund, for the period during which they hold appointments as Senior Academic Administrators.

- 32.06 The value of a merit increment for Instructors/Academic Assistants shall be determined by dividing the merit fund defined in 32.05 by the sum of the merit units awarded to Instructors/Academic Assistants pursuant to the procedures described in 15.05.
- 32.07 The salary of a Member is paid in arrears in monthly instalments.
- 32.08 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 to apply 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.
- 32.09 Amendments to Schedule A and Schedule B shall be determined by the procedure for negotiation provided in Schedule C.

33. Reduced Load Status**33.01 Reduced Load Status**

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

33.02 Regular reduced-load status shall continue to retirement unless it is terminated earlier by the mutual agreement of the Dean/University Librarian and the Member.

33.03 Regular reduced-load status applies to those with:

(a) a full-load commitment for less than twelve (12) months but not less than six (6) months of the academic year, and to include at least one (1) of the four (4) month periods September 1 - December 31 or January 1 - April 30, or

(b) a commitment less than full-load, but not less than fifty percent (50%) of the full-load equivalent on a twelve (12) month per year basis.

33.04 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/University 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/University 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.

33.05 Salary

The actual salary paid to the member on regular reduced-load status shall be proportional, as determined in 33.04, 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.

33.06 Increments

Increments are to be awarded in accord with Article 21. The actual value of the increment shall be proportional, as determined in 33.04, to the size of the salary increment as determined in 21.06. For purposes of Article 21.06.2, the nominal salary shall apply.

33.07 Economic Benefits

33.07.1 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.

33.07.2 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 33.03 unless otherwise arranged by mutual agreement between the President and the Member.

33.07.3 The actual salary as established in 33.05 shall govern the level of salary-related insured benefit coverages, e.g. life insurance, long-term disability insurance.

33.08 Reduction From Regular Full Load Duties

- 33.08.1 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 twenty-four (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 twenty-four (24) months.

- 33.08.2 During the period of leave without pay, as classified under 33.08.1, 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.

34. Leaves of Absence**34.01 Sick Leave**

- 34.01.1 A Member may be absent from duties because of illness for up to seventy-five (75) working days, in any consecutive three hundred and sixty five (365) day period and subject to Article 16.02.2 without reduction in salary or benefits and the following conditions shall apply to such sick leave.
- 34.01.2 The Member notifies the Department Chair or immediate Supervisor as soon as possible and in the event the period of sick leave exceeds ten (10) working days, the Department Chair or immediate Supervisor shall advise the Dean/University Librarian and the Wellness Coordinator.
- 34.01.3 If the Dean/University 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 ten (10) working days.
- 34.01.4 The Member must provide the Wellness Coordinator and the Dean/University Librarian 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 exceeding ten (10) working days or Long Term Disability leave. The return to work process will be coordinated by the Wellness Coordinator in consultation with the Member, the Association and other appropriate parties.
- 34.01.5 A Member who resumes his/her duties following an illness and who within twenty (20) 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.
- 34.01.6 After ten (10) working days of sick leave, the Dean/University Librarian shall advise the Wellness Coordinator and the Pension & Benefit Specialist 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.
- 34.01.7 The provisions of the Long Term Disability Insurance Plan shall not be altered except by the mutual consent of the parties.
- 34.01.8 Human Resources will provide to the Association in a timely manner the details of the administrative process involving the Member's claim for Long Term Disability.
- 34.01.9 A member who does not have Long Term Disability Insurance coverage and is able to resume some duties after sick leave, may apply for reduced load under Article 33, which may not be unreasonably denied. The return to work process will be coordinated by Health & Wellness in consultation with the Member, the Association and other appropriate parties.

34.02 Maternity and Parental Leave

Maternity and parental leaves draw on definitions and regulations laid out by Canada's Employment Insurance program (EI), including its regulation of any Supplemental Unemployment Benefits (SUB Plan). Adoption leave is covered under parental leave only.

- (a) A pregnant Member shall have the right to be relocated or reassigned when medical restriction or the performance of her assigned duties presents a risk to the health of herself or her unborn child(ren), as supported by medical documentation.
- (b) A Member with pregnancy related illness may access the Sick Leave provision under Article 34.01 where eligible. All provisions of Article 34.01 will apply.

34.02.1 To qualify for maternity and/or parental leave under this section, the Member must meet the following criteria:

- (a) the Member holds a probationary appointment, a tenured appointment/continuing appointment, or is in the second or subsequent year of a multi-year term appointment, or is in the second or subsequent year of consecutive term appointments;
- (b) the Member must provide documentation of their EI benefits;
- (c) if the University maintains an approved Supplemental Unemployment Benefits Plan (SUB Plan), the Member must comply with the regulations established by that Plan;
- (d) to apply for maternity leave the Member must be pregnant;
- (e) the Member applies to the Dean/University Librarian, as soon as possible, in advance of the date of the proposed leave so that the Dean/University Librarian may make adequate arrangements for the performance of the Member's assigned duties;
- (f) the Member submits to the Dean/University Librarian medical documentation which specifies the expected date of delivery or confirmation of the date an adopted child(ren) is expected to be received;
- (g) the proposed period of leave includes the expected date of delivery or of receipt, unless otherwise mutually agreed between the Dean/University Librarian and the Member;

When the above conditions have been met, the Dean/University Librarian will present the Member's application to the President. Both the Dean/University Librarian and President shall act without delay.

If the Member has been awarded a maternity and/or 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/University Librarian and the Member.

Where the non-birth parent 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. A maternity leave shall be the same for a single or multiple child birth. If a Member is taking both maternity and parental leave, the maternity leave must precede the parental leave.

A parental leave shall be the same for a single or multiple child birth or adoption. All parental leaves shall be taken within one year of the birth or the receipt of the child. Any SUB Plan paid leave must be taken before any other parental leave.

34.02.1.1 Maternity leave

- (a) If the Member is qualified for maternity leave then she shall be entitled to a leave of up to seventeen (17) weeks. If the Member wishes to return to duties earlier than six (6) weeks from giving birth, she must provide medical documentation stating she is medically fit to return to her duties. A Member may also be qualified for parental leave; refer to 34.02.1.2.
- (b) During maternity leave the Member shall receive from the Board an amount equal to the difference between the Member's EI benefits and one hundred percent (100%) 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.

34.02.1.2 Parental Leave where only one (1) parent is a qualified Member:

- (a) Parental leave for the birth mother, following maternity leave (where only one (1) parent is a qualified Member):
The qualified Member shall be entitled to a parental leave consisting of a period up to three (3) weeks SUB Plan paid parental leave and thirty-two (32) weeks parental leave that is not covered by the SUB Plan, but may be paid by EI.

During the period of SUB Plan paid parental leave the Member shall receive from the Board an amount equal to the difference between the Member's EI benefits and one hundred percent (100%) of the Member's salary for a period not to exceed three (3) weeks or up to the end date of the Member's term appointment, whichever occurs first.

- (b) Parental leave for a Member who is not the birth mother (where only one (1) parent is a qualified Member):
The qualified Member shall be entitled to a parental leave consisting of a period up to twenty (20) weeks SUB Plan paid parental leave and fifteen (15) weeks parental leave that is not covered by the SUB Plan, but may be paid by EI.

During the period of SUB Plan paid parental leave the Member shall receive from the Board (upon qualification for parental benefits from EI) an amount equal to the difference between the Member's EI benefits and one hundred percent (100%) of the Member's salary for a period not to exceed twenty (20) weeks or up to the end date of the Member's term appointment, whichever occurs first.

34.02.1.3 Parental Leave where both parents are qualified Members:

Where both parents are qualified Members the shared parental leave may be taken consecutively or concurrently except in cases where operational requirements preclude a concurrent leave. Requests for concurrent leave shall not be denied unreasonably.

Parental leave is available to either of the Member parents, or may be shared between the parents to a combined maximum of thirty-five (35) weeks. The total combined SUB Plan paid maternity and parental leave may not exceed twenty (20) weeks; and the total combined maternity and parental leave may not exceed fifty-two (52) weeks.

During the period of SUB Plan paid parental leave the Member(s) shall receive from the Board an amount equal to the difference between the Member's EI benefits and one hundred percent (100%) of the Member's salary. SUB Plan paid parental leave shall not extend beyond the end date of the Member's term appointment.

See Schedule K for examples.

34.02.2 Economic Benefits, as specified in Schedule B, during maternity/parental leave:

- (a) During the period of SUB Plan paid maternity and/or parental leave the Board and the Member shall each contribute to all benefit programs as specified in Schedule B.
- (b) During any period of parental leave after which the Member's SUB Plan benefits have been exhausted, 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.
- (c) At the outset of the leave, a Member may decline the coverage of some or all of the Economic Benefits as set out in Schedule B during the period of parental leave after which the Member's SUB Plan benefits have been exhausted, in which case neither the Member nor the Board shall contribute to the declined benefits.
- (b) 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.
- (e) 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.

34.02.3 During a maternity and/or 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 34.02 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 (1) year; and
- (c) A Faculty Member/Professional Librarian shall be evaluated on performance based on the period in which the Member was not on maternity/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 Instructor/Academic Assistant holding a probationary appointment under Article 15.03.2 shall specify prior to the start of the leave, at the Member's option, whether the period of leave granted under this Article 34.02 shall be taken into account in the calculation of the relevant period of service for the awarding of a continuing appointment, as specified in Article 15.03.2. 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 (1) year; and
- (e) An Instructor/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 account.

34.02.4 Members who do not qualify for maternity or parental leave under 34.02.1

- (a) Where the non-birth parent 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.
- (b) Where a Member who is pregnant does not qualify for maternity or 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 twenty (20) 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 medical documentation stating she is medically fit to return to her duties.
- (c) Where a female Member holds a probationary appointment, a tenured appointment/continuing appointment, or is in the second or subsequent year of a multi-year term appointment, or is in the second or subsequent year of consecutive term appointments, but does not qualify for maternity or 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 twenty (20) 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 twenty (20) 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 medical

documentation stating that she is medically fit to return to her duties.

34.03 Compassionate Leave

34.03.1 It is recognized that certain circumstances may arise in a Member's personal family life which may require taking an immediate, limited period of leave from the University.

34.03.2 No more than five (5) working days after the beginning of a period of leave from the University under 34.03.1, the Dean/University Librarian shall determine the appropriate duration of the leave after consultation with the Member and considering the constraints arising from the Member's personal or family emergency. Beyond the initial five (5) working day period the rate of pay and the applicability of the other Articles of this Handbook shall be specified by the Board and accepted by the Member prior to the granting of additional leave under this Article, 34.03.

34.03.3 A Member on leave under Article 34.03 is responsible, together with the Dean/University Librarian and the relevant Department Chair where departments exist, for taking reasonable measures to minimize the effects of the Member's leave.

34.04 Political Leave

34.04.1 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.

34.04.2 Arrangements for leave appropriate to the circumstances shall be made for Members elected to municipal or other local government office.

34.04.3 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.

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

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

34.05 Leave Without Pay

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

34.06 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 to 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.

34.07 Other Leave

34.07.1 It is recognized that circumstances not otherwise specified in Article 34 may arise requiring a Member to take a period of absence from the University.

34.07.2 Upon application by the Member, the Dean/University Librarian may grant or defer a leave for reasons not otherwise specified which reasonably warrant it. The rate of pay and the applicability of the other Articles of this Handbook shall be specified by the Board and accepted by the Member prior to the granting of leave under this Article, 34.07.

34.08 Status of a Member on Leave

34.08.1 For a Member on political leave (34.04), leave without pay (34.05), or in the case of Instructors' or Academic Assistants' leave without pay for professional development (15.07), 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 Instructors/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.

34.08.2 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.

34.08.3 Other leaves provide a temporary release from employment duties, but all other Handbook provisions apply during such leaves.

Schedule A. Salary Schedules and Stipends

A.01 Salary Schedules (July 1, 2013 to June 30, 2014)

		Minimum	Maximum	Career Progress Increment per Member	Merit Pool Contribution per Member
A.01.1	FACULTY MEMBERS				
	Lecturer	\$46,000.00	-	\$2,183.75	\$500.00
	Assistant Professor	\$55,000.00	-	\$2,183.75	\$500.00
	Associate Professor	\$65,000.00	-	\$2,183.75	\$500.00
	Professor	\$100,000.00	-	\$2,183.75	\$500.00
A.01.2	PROFESSIONAL LIBRARIANS				
	Librarian Grade I	\$46,000.00	-	\$2,183.75	\$500.00
	Librarian Grade II	\$55,000.00	-	\$2,183.75	\$500.00
	Librarian Grade III	\$65,000.00	-	\$2,183.75	\$500.00
	Librarian Grade IV	\$100,000.00	-	\$2,183.75	\$500.00
A.01.3	INSTRUCTORS/ACADEMIC ASSISTANTS				
	Instructor/Academic Assistant I	\$44,000.00	\$104,677.68	-	\$2,329.34
	Instructor/Academic Assistant II	\$48,950.00	\$111,335.55	-	\$2,329.34
	Instructor/Academic Assistant III	\$52,250.00	\$117,993.43	-	\$2,329.34

A.01.4 Salary range maximums shall be increased by the COLA adjustment calculated as per A.02, on July 1 of each year, from 2013 to 2015, inclusive.

A.02 Cost of Living Allowance (COLA)

A.02.1 Effective July 1, 2013 the COLA increase shall be 0.0%.

A.02.2 Effective July 1, 2013, the base academic salaries for all Members who were on staff on June 30, 2013 AND November 15, 2013 will be reduced by 1%.

A.02.3 Effective July 1st of each year for the period July 1, 2014 to June 30, 2016, a COLA increase will be applied to each Member’s prior June 30th salary according to the following formula:
 COLA = greater of 0% or (Canadian CPI plus Alberta CPI)/2

The CPI (Consumer Price Index) is the annual CPI % change, as published by Statistics Canada, to the end of February of the year in which the COLA is applied. The COLA will be applied prior to any career progress or merit increments earned by Members.

A.03 Stipends

A.03.1 Summer School

The stipend shall be as follows:

- (a) \$4,300 per semester course.
- (b) Travel time allowance of \$5.75 per hour of travel time required to reach destination and return using 80 km/hr. as average speed, or the equivalent rate for flying time.

A.03.2 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 km/hr as average speed, or the equivalent rate for flying time.

A.03.3 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.

A.04 Part Time

Salary shall be proportional to the salary which would have been paid had the Member being employed on a full load basis.

Schedule B. Economic Benefits

Effective date July 1, 2013 unless noted otherwise

B.01 Faculty Members/Professional Librarians/ Instructors/Academic Assistants

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

Members shall pay all Long Term Disability Insurance premiums.

B.01.3 The Board shall pay, effective July 1, 2013 to June 30, 2014, up to a maximum per month of the total premium costs of the benefits as identified in B.01.3 (a) as follows:

		Single	Family
Continuing Members or Term Members with three (3) or more consecutive years of service	Jul 1, 2013	\$ 132.83	\$ 327.79
	Jan 1, 2014	\$ 129.45	\$ 304.34
Term Members with less than three (3) consecutive years of service	Jul 1, 2013	\$ 110.99	\$ 260.46
	Jan 1, 2014	\$ 115.09	\$ 260.01

- (a) The total premium costs of the benefits paid by the Board, up to the maximums identified in B.01.3, will be allocated in the following order:
 1. Extended Health Benefits
 2. Dental Care Benefits
 3. Vision Care Plan
 4. Employee and Family Assistance Program
 5. Basic Life Insurance (The Board shall pay for \$63,000 of coverage for all Members.)
- (b) The Member is responsible for the premium costs of the benefits in B.01.3 (a) beyond the maximum paid by the Board as identified in B.01.3.
- (c) If a Member declines a particular benefit identified in B.01.3, the premium for that benefit shall be retained by the Board.
- (d) If a Member who holds a term appointment is less than .5 annual FTE, the Board will pay directly to the Member the equivalent of the benefit premiums in lieu of benefits based on the Term Faculty Member’s single rate.
- (e) Effective January 1, 2011, if a Member who holds a term appointment is less than .5 annual FTE, the Member would not be entitled to Professional Supplement.

Faculty Handbook

Schedule B

B.01.4 Benefits for Faculty Members/Professional Librarians/Instructors/Academic Assistants Age 65 and Over

- (a) Members age 65 and over will be eligible for Extended Health Benefits, Dental Benefits, Vision Care Benefits as may be set out in the Plan Documents.
- (b) Members will be eligible for Group Term Life Insurance to age 70 as set out in the Plan Documents.
- (c) Members, who have Voluntary Optional Life Insurance, will cease to have Voluntary Optional Life Insurance the June 30 after reaching the age of 65 as set out in the Plan Documents.
- (d) Leave Without Pay (LWOP) following sick leave to the end of the academic term in which the Member commenced the LWOP.
- (e) Long Term Disability Insurance is not available for those Members age 65 and over.

B.01.5 Professional Supplement

The Professional Supplement shall be provided annually on or around July 1 as follows:

- (a) For the period July 1, 2013 to June 30, 2014:
 - (i) Faculty Members/Professional Librarians \$1,900 per Member per year
 - (ii) Instructors/Academic Assistants \$1,520 per Member per year
- (b) Effective July 1, 2014

	Per Member per Year	Maximum Accumulated Balance per Member as of July 1
Faculty Members/Professional Librarians	\$1,900	\$7,600
Instructors/Academic Assistants	\$1,520	\$6,080

- i. The maximum balance per Member is the equivalent of four (4) years' accrual of the annual entitlement per Member.
- ii. If the given year's entitlement would put a Member's Professional Supplement balance over the maximum, only the amount required to bring the balance to the maximum will be added.
- (c) Effective July 1, 2014, no funds will be added to or subtracted from any Professional Supplement balance that is already over the maximum accumulated balance as of June 30.
- (d) Eligibility for Professional Supplement is prorated on the basis of the number of months served in the academic year.
Members who are Part Time or on Reduced Load Status receive Professional Supplement proportional to what they would have received had they been employed on a full load basis.
- (e) If a Member who holds a term appointment is less than .5 annual FTE, the Member would not be entitled to Professional Supplement.

(f) Procedures for use of the Professional Supplement are outlined in the University's [Professional Supplement Policy](#).

(g) Unused Balance

For Members whose appointment terminated during the year, any unused balance will be allocated to eligible Members on record as of September 30 of each year.

B.01.6 Instruction Fee Support for Credit Courses

(a) The Board shall allow each Member a waiver of one hundred per cent (100%) tuition and materials and services fees for undergraduate credit courses or up to a maximum of the Canadian undergraduate course fee for graduate credit courses at the University of Lethbridge, up to a maximum of 15 credit hours per semester. Co-operative education courses will qualify for the tuition fee waiver.

(b) An administration fee of \$15.00 per semester course shall be charged to Members, to a maximum of \$45.00 per Member per semester.

(c) Normal regulations on tuition and other course fee payments and deadlines will apply.

(d) The taxation of the instruction fee support shall be in accordance with Canada Revenue Agency regulations.

B.01.7 Tuition Benefit

(a) The spouse and dependents of a Member shall be entitled to a fifty per cent (50%) reduction in tuition fees, including the materials and services fee, charged for a Canadian undergraduate credit course fee or up to a maximum of fifty per cent (50%) of a Canadian undergraduate course fee for graduate credit courses at the University of Lethbridge, up to a maximum of 15 credit hours per student per semester. Where both parents are Members the tuition waiver for a dependent is additive to a maximum of fifty per cent (50%), depending upon any proration for reduced load Members (less than 1.0 full time equivalent). Co-operative education courses will qualify for the Tuition Benefit.

(b) An administration fee of \$15.00 per semester course shall be charged to the student, to a maximum of \$45.00 per student per semester.

(c) The spouse and dependents of a Member with no less than one year of service, who dies while employed by the University shall be entitled to a waiver of one hundred per cent (100%) of the tuition, including the materials and services fee, for a Canadian undergraduate credit course fee or up to a maximum of a Canadian undergraduate course fee for graduate credit courses undertaken at the University for a period of four (4) years following the death of the Member, up to a maximum of 15 credit hours per student per semester.

(d) The spouse and dependents of a Member shall be entitled to the provisions of the tuition benefit 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. The tuition waiver is prorated for reduced load Members (less than 1.0 full time equivalent).

- (e) Normal regulations on tuition and other course fee payments and deadlines will apply.
- (f) The taxation of the tuition benefit shall be in accordance with Canada Revenue Agency regulations.

B.02 Faculty Members/Professional Librarians and Instructors/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.

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.
 - (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.
 - (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.

MEMORANDUM OF AGREEMENT

Between

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE

And

THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION

The Governors and ULFA hereby agree that the following section of Schedule B.01.7(a) shall not be applied until the Fall 2015 semester.

B.01.7(a) “Where both parents are Members the tuition waiver for a dependent is additive to a maximum of 50%, depending upon any proration for reduced load Members (less than 1.0 full time equivalent).”

The effect of this agreement is that, until the Fall 2015 semester, the tuition waiver will be additive to a maximum of 100% where both parents are ULFA Members, depending on any proration for reduced load Members.

Board of Governors Representative
Nancy Walker, Vice-President (Finance & Admin)

ULFA Representative
Dr. Marc Roussel

Date

Date

Schedule E. Copyright

- E.01 Under the provisions of the Post-Secondary Learning Act and Article 29 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.

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

Preamble

The duties described in Article 13.02. are not intended to comprise exhaustive lists, but are stated in general terms, given the nature of the evolution of the academic enterprise at any university. The quality and quantity of all academic work consistent with Article 13.02 undertaken by the Member shall be taken into account in the evaluation of the performance of the Member.

I. Member’s recommendation regarding weighting of the criteria: Weighting, Teaching, Research, and Service.

- 1. Weighting
- 2. Rationale for Weighting Recommendation

CATEGORY	WEIGHTING
Teaching	
Research	
Service	

II Teaching

List all courses and other instruction, including Summer Session and off-campus Credit Courses, Independent Studies, Applied Studies, undergraduate honours theses, graduate supervision, etc. Comments on each might cover such aspects as the following: whether taught in the previous year, after a longer interval, or for the first time; the time demands generated by the instructional format, by course related duties, and by the number and nature of assignments and the grading procedures.

- III. a. Course Title
- b. Enrolment
- c. Semester
- d. Comments

IV. Research and Creative Activity

- (A) Publications
- (B) Manuscripts submitted for Publication
- (C) Papers presented and other participation at professional meetings
- (D) Creative work and/or Performances
- (E) Editorial, Refereeing, Examining and Adjudicating Activities
- (F) Research & Creative Activity in progress
 - Project
 - Funding Agency
- (G) Anticipated Research Activity
 - Project

V. Service to The University and Society

- (A) Contributions to the Intellectual life of the University
- (B) Administrative & Committee Service
- (C) Membership & Service in Professional Organizations
- (D) Community Service

VI. Professional Development Activities and Achievements

Date _____
 Signature _____

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE
(the “Board”)

And

THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION
 (“ULFA”)

The parties hereby agree to have two representatives appointed by the Board and two representatives appointed by ULFA to form a working group on salary structures within the University of Lethbridge Faculty Handbook. It is intended that salary structure recommendations will respect progression through the ranks, promote professorial renewal, and support continuing appointments and financial sustainability.

The working group will submit a report with recommendations, possibly with draft Handbook language, intended to inform the negotiating parties regarding salary structures, including either salary range maximums for Assistant Professors, Associate Professors, and Librarian I, II, III or the establishment of a salary grid structure. Provisions will include, but not be limited to, Articles 14, 21 and 32, as well as Schedules A and I.

The parties agree that the recommendations of the working group will be brought forward for full consideration by the parties during negotiations in 2014.

Further, the parties agree that the working group will commence its assigned task by October 15, 2013 and conclude by February 28, 2014.

Board of Governors Representative
Nancy Walker

ULFA Representative
Dr. David Kaminski

ULFA Representative
Richelle Marynowski

Date

Date

MEMORANDUM OF AGREEMENT

Between

The Governors of The University of Lethbridge
(hereinafter called “the Board”)

And

The University of Lethbridge Faculty Association
(hereinafter called “ULFA”)

Two members of academic staff of the University of Lethbridge serve as members of the Board of Governors of the University of Lethbridge and thus serve the University in two very important ways.

Within the framework of the Post-Secondary Learning Act, the Board of Governors is charged with establishing and implementing strategy, policy and governance and with ensuring accountability to the people of Alberta. The members of academic staff deliver the core academic mandate of the University in teaching, research and scholarship, and service.

The Board of Governors and the University of Lethbridge Faculty Association recognize that it is possible for some ambiguity and potential conflict to occur as members of academic staff perform their service as academic staff and as governors. The following framework is intended to provide guidance in these situations to members of academic staff serving on the Board, other Board members, members of academic staff and administrators.

The Board of Governors and the University of Lethbridge Faculty Association agree that:

1. When they are acting in their capacity as members of academic staff all of the relevant provisions of the Faculty Handbook apply to members of academic staff serving as Board members. That is, members of academic staff serving as Board members retain all of the rights and responsibilities of members of the academic staff including the provisions of academic freedom, the right to question and criticize the administration of the University, and the right to grieve violations of the Faculty Handbook by the administration.
2. The governance documents of the Board are: “Charter of Expectations for the Board of Governors”, “Code of Conduct and Ethics for the Board of Governors”, “Terms of Reference for an Individual Governor”, and “Rules of Operation of the Board of Governors”. These governance documents shall apply at all times to members of academic staff serving as Board members.
3. Academic staff, like other members of the Board, are required to sign a “confidentiality agreement” and, to adhere to the confidentiality policy outlined in Article 3.0 in the Board “Code of Conduct”.

Faculty Handbook

Schedule H

4. In any situation where ambiguity of roles may exist, in interactions between members of academic staff serving as Board members and senior academic administrators, it is necessary for the Board member and the administrator to be clear whether the Board member is acting primarily as a member of the academic staff or as a governor. Where, after consultation with the member, the administrator remains uncertain as to whether the member is acting in his or her capacity as a faculty member or a member of the Board, the administrator may ask the member to declare in writing and in a timely manner the capacity in which he or she is acting.

5. Should a member of academic staff who is a Board member grieve in his or her capacity as a member of academic staff an alleged violation by the administration of the Faculty Handbook, that member shall declare to the Board Chair his or her potential conflict of interest before the next meeting of the Board.

William H. Cade, Ph.D.
President & Vice-Chancellor
The University of Lethbridge

Steve Ferzacca, Ph.D.
ULFA President

September 12, 2006

September 12, 2006

*Board of Governors Representative
Nancy Walker*

*ULFA Representative
Dr. Robert Sutherland*

Date

Date

MEMORANDUM OF AGREEMENT

Between

THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE

And

THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION (ULFA)

- I.1 The Governors of the University and ULFA hereby agree to rescind the Memorandum of Agreement signed between these parties respecting the suspension of the academic career provisions of the Handbook for Members hired prior to July 1, 2007, which appears in the 2007-2010 Handbook as Schedule L.
- I.2 Process for establishing the number of years remaining in a Member's academic career (as specified in Article 2.02)

For Members hired on or before July 1, 2010, the number of years remaining in their academic careers shall be established as follows:

- I.2.1 The number of years accumulated toward an academic career to July 1, 2010, shall be counted from their date of appointment as recorded in their probationary letter of appointment or appointment with tenure letter. Years for which the Member did not receive a career progress increment due to a leave taken under the provisions of Article 34 of the Handbook shall not count.
- I.2.2 The number of years remaining in the Member's academic career shall be the difference between the maximum number of years for their rank as specified in Article 2.02 and the number of years accumulated toward an academic career, or nine (9) years, whichever is greater.
- I.2.3 Should a Member subsequently be promoted to the rank of Professor or Professional Librarian IV, the number of years remaining in the academic career as of July 1, 2010 will be recomputed as follows:
- i. Calculate years of service to determine an academic career as outlined above in I.2.1 and I.2.2, to the maximum academic career years for the rank of Professor or Professional Librarian IV as specified in Article 2.02;
 - ii. Calculate the number of years of service accumulated since July 1, 2010, and finally;
 - iii. Subtract the result of the calculation in I.2.3(ii) from the years of service calculated in I.2.3(i) to obtain the number of years remaining in the Member's academic career as of the date of promotion.

Faculty Handbook

Schedule I

		EXAMPLES			
	Article #	#1	#2	#3	#4
Year Hired	I.2.1	2004	1990	1985	2009
Years of Service to July 1, 2010	I.2.1	6	20	25	1
Maximum Academic Career Years – Associate Professor	2.02	28	28	28	28
Academic Career Years left as of July1, 2010 (Minimum 9 years)	I.2.2	22	9	9	27
Year Career Progress paid to – at Associate Professor rank		2032	2019	2019	2037
Years of Service to July 1, 2010	I.2.1	6	20	25	1
Maximum Academic Career Years – Professor	2.02	33	33	33	33
Academic Career Years left as of July 1, 2010 (minimum 9 years)	I.2.2	27	13	12	32
Year Promoted to Professor		2012	2014	2014	2012
#years accumulated since July 1, 2010	I.2.3(ii)	2	4	4	2
#years remaining in Academic career years as of promotion date	I.2.3(iii)	25	9	5	30
Year Career Progress paid to – at Professor rank		2037	2023	2019	2042

Board of Governors Representative
Nancy Walker, Vice-President (Finance & Admin)

ULFA Representative
Richelle Marynowski

Date

Date

MEMORANDUM OF AGREEMENT

Between

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE

And

THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION

The parties hereby agree that the Board will provide the Association, for those Members who do not qualify for Long Term Disability Insurance (LTDI) due to being sixty-five (65) years of age or older, the number of Members who have requested a Special Circumstance leave as specified under Article 34.03 beyond the Sick Leave provision of Article 34.01, and the outcome of the Board's decision in relation to each leave request.

Article 34.03 SPECIAL CIRCUMSTANCES

Upon application by the Member and recommendation by the Dean/University Librarian and the President, the Board may award leave under family or medical circumstances which reasonably warrant it, not elsewhere specified in 34.02. 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.

This information shall be provided on or before September 15, 2008, 2009, and 2010, for the previous 12 month period ending June 30. This Memorandum of Agreement (MOA) shall be in effect from July 1, 2007 to September 15, 2010.

The Association agrees to respect the confidentiality of all information provided under this Memorandum. The Association agrees that information provided pursuant to the MOA shall not be published or otherwise used in ways that could result in the identification of individual members.

All information provided by the Board under this MOA shall be maintained and used by the Association only for the purposes of operating the Association in accordance with the provisions of the Post Secondary Learning Act, the Freedom of Information and Protection of Privacy Act, this Handbook and Association by-laws.

*Board of Governors Representative
Nancy Walker*

*ULFA Representative
Dr. Victor Rodych*

Date

Date

Maternity and/or Parental Leave Benefit (Article 34.02) Examples

These examples demonstrate some but not all of the ways the leaves may be taken. Contact Pension and Benefits for more information about your specific situation.

Employee 1: A birth mother Member who qualifies under 34.02.1 but whose partner does not qualify under 34.02.1.

Example 1A: The Member chooses to take the maximum amount of leave available.

Example 1B: The Member chooses to take only the SUB Plan supported leave.

Example 1C: The Member chooses to take the minimum leave allowed without medical documentation.

Employee 2: A non-birth parent Member who qualifies under 34.02.1 but whose partner does not qualify under 34.02.1

Example 2A: The Member chooses to take the maximum leave available.

Example 2B: The Member chooses to take only the SUB Plan supported leave.

Example 2C: The Member chooses to take only a portion of the SUB Plan supported leave.

Employee		1 – Qualified* Birth mother; partner does not qualify*			2 – Qualified* Non-Birth parent; partner does not qualify*		
		Example A	Example B	Example C	Example A	Example B	Example C
Maternity		17 wks	17 wks	6 wks	0 wks	0 wks	0 wks
Parental	SUB Plan	3 wks	3 wks	0 wks	20 wks	20 wks	10 wks
	EI only	32 wks	0 wks	0 wks	15 wks	0 wks	0 wks
Total under SUB Plan		20 wks	20 wks	6 wks	20 wks	20 wks	10 wks
Total leave		52 wks	20 wks	6 wks	35 wks	20 wks	10 wks

NOTE concerning the remaining examples:

When both parents are qualified under 34.02.1 the leave may be taken either consecutively or concurrently as in 34.02.1.3; however any SUB Plan portion of the leave must be taken first followed by any EI-only portion of the leave then lastly any unpaid portion.

Employee 3: A birth mother Member who qualifies under 34.02.1 and whose partner also qualifies under 34.02.1.

Example 3A: The birth mother Member chooses to take the maximum leave available and her partner takes no leave.

Example 3B: The birth mother Member chooses to take the minimum leave allowed without medical documentation and her partner takes the remainder of all available leave.

Example 3C: The birth mother Member chooses to take the maximum maternity leave available but no parental leave and her partner takes the remainder of all available leave.

Example 3D: The birth mother Member chooses to take the maximum maternity leave available and some parental leave; her partner takes the remainder of all available leave.

Example 3E: The birth mother Member chooses to take the maximum SUB Plan supported leave available and her partner takes no leave.

Employee		3 Birth Mother and partner both qualify*									
		A		B*		C		D		E	
		Birth Mother	Partner	Birth Mother	Partner	Birth Mother	Partner	Birth Mother	Partner	Birth Mother	Partner
Maternity		17 wks	0 wks	6 wks	0 wks	17 wks	0 wks	17 wks	0 wks	17 wks	0 wks
Parental	SUB Plan	3 wks	0 wks	0 wks	14 wks	0 wks	3 wks	3 wks	0 wks	3 wks	0 wks
	EI only	32 wks	0 wks	0 wks	21 wks	0 wks	32 wks	6 wks	26 wks	0 wks	0 wks
	Unpaid				11 wks						
Total under SUB Plan		20 wks		20 wks		20 wks		20 wks		20 wks	
Total leave		52 wks		52 wks		52 wks		52 wks		20 wks	

Employee 4: Two non-birth parent Members who both qualify under 34.02.1.

Example 4A: One Member chooses to take the maximum amount of leave available and their partner takes no leave.

Example 4B: One Member chooses to take the maximum amount of SUB Plan supported leave and their partner takes the remainder of leave available.

Example 4C: One Member chooses to take a portion of the SUB Plan supported leave and their partner takes the remainder of the SUB Plan supported leave followed by the remainder of leave available.

Example 4D: One Member chooses to take the maximum amount of SUB Plan supported leave and a portion of the EI only supported leave and their partner takes the remainder of leave available.

Employee		4 Non-birth parents; both qualify*							
		A		B		C		D	
		Partner 1	Partner 2	Partner 1	Partner 2	Partner 1	Partner 2	Partner 1	Partner 2
Maternity		0 wks	0 wks	0 wks	0 wks	0 wks	0 wks	0 wks	0 wks
Parental	SUB Plan	20 wks	0 wks	20 wks	0 wks	10 wks	10 wks	20 wks	0 wks
	EI only	15 wks	0 wks	0 wks	15 wks	0 wks	15 wks	5 wks	10 wks
Total under SUB Plan		20 wks		20 wks		20 wks		20 wks	
Total leave		35 wks		35 wks		35 wks		35 wks	

* - refers to qualifying for maternity or parental leave benefits as defined in 34.02.1

MEMORANDUM OF AGREEMENT

Between

**THE BOARD OF GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE
(hereinafter called “the Board”)**

And

**THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION
(Hereinafter called “ULFA”)**

Based on the provisions of the University of Lethbridge Faculty Handbook, on the past practice at the University, and on the generally recognized practice in the university sector:

1. It is agreed that there is a distinction between (a) documents, including electronic records (excluding any personal notes or annotations) held by academic staff acting in administrative roles, such as Chairs or Assistant Deans, which are related to those administrative duties and reflect administrative communications between Chairs, Deans and other academic and non-academic staff and (b) those communications which reflect confidential academic conversations among academic colleagues.
2. It is agreed that the categories of documents identified in 1(a) above are in the custody or control of the Board.
3. It is agreed that the categories of documents identified in 1(b) above are not in the custody or control of the Board.
4. It is agreed that categories of documents which are neither 1(a) nor 1(b) be submitted to an arbitrator to determine their custody or control in accordance with Article 22 of the University of Lethbridge Faculty Handbook.
5. It is agreed that both the Board and ULFA understand that points 1, 2, 3, and 4 are subject to any other applicable Albertan or Canadian laws.

Ilsa E. Wong
President
University of Lethbridge Faculty Association

W.H. Cade
President & Vice-Chancellor
University of Lethbridge

Dated:

Dated:

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE

And

THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION

Implementation of Academic Assistant/Instructor Language

The parties hereby agree to the following:

1. All Academic Assistants on record as of July 1, 2013 will become Instructors at the same rank as of July 1, 2013, except for the Academic Assistant positions as attached (Appendix A)*. The listed positions will remain as Academic Assistants at their June 30, 2013 rank.
2. Once vacated, the Board will determine as to whether or not the Academic Assistant positions will be filled. If the position will be filled, it will be evaluated for placement into a non-Faculty position.

Board of Governors Representative
Nancy Walker

ULFA Representative
Richelle Marynowski

Date:

Date:

**Appendix A not included by intent.*