

# **Schedule E**

## **TRUST/RESEARCH ACADEMIC STAFF**

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## Article E1: Appointments

### Position Description

- E1.01.1 A Position Description, containing at a minimum the information set out in Appendix E.2, shall form the basis for a position's evaluation by Human Resource Services. The evaluation of the position will result in the establishment of a salary level and salary range for the position in accordance with Article E9.
- E1.01.2 When a position is evaluated, it will be assigned to a job family as outlined in Appendix E.3.
- E1.01.3 A Trustholder may make a request to Human Resource Services for a variation in the salary range for market or recruitment reasons.

### Advertising

- E1.02.1 A Trustholder will normally post prospective opportunities for Trust/Research Academic appointments. These opportunities will be posted on the departmental bulletin board or by the standard means of communication of the Department and also on the University's "Careers" website.
- E1.02.2 Notwithstanding the above, Trustholders must consult with Human Resource Services before beginning the recruitment process if foreign nationals are to be considered within the competition. The hiring unit shall advertise for a minimum of 30 days in CAUT and University Affairs. Advertisements may appear simultaneously in domestic and international media.

### Appointment

- E1.03.1 The appointment of a TRAS Member shall be made in accordance with University policies and procedures by the Appointing Officer following a recommendation by the Trustholder. The appointment of a TRAS Member shall be evidenced by the Letter of Appointment containing at a minimum the information set out in Appendix E.1.
- E1.03.2 A TRAS Member will be appointed on a full-time or part-time basis on a:
- a) Fixed-Term Appointment: if a TRAS Member is appointed on a Fixed Term Appointment, the Letter of Appointment will stipulate the appointment's end date. Where circumstances permit, and following a recommendation by the Trustholder, the Appointing Officer may provide a term for the appointment that coincides with the term of the funding source. The Fixed-Term Appointment shall not exceed the term of the funding source unless pre-approved by Human Resource Services.
  - b) Renewable Term Appointment: if a TRAS Member is appointed on a Renewable Term Appointment, the Letter of Appointment will stipulate the length of the original appointment. Following an annual assessment of satisfactory performance, a TRAS Member appointed on this basis, shall have the term of the appointment extended by one year. All Renewable Term Appointments will be reviewed with Academic Staff Administration prior to appointment.
  - c) Career Status Appointment: as permitted by the funding source and where the appointment is to a full-time or part-time position that does not include an appointment period (or a specific end date) but is subject to termination, with one year's notice, in accordance with the following:
    - i. the duties described in the position profile are no longer required;
    - ii. the TRAS Member no longer has the qualifications required to carry out the responsibilities following a change in the position profile; or
    - iii. the funding for the appointment is insufficient or is no longer available.
- E1.03.3 A Letter of Appointment duly executed by the Appointing Officer and the TRAS Member, shall confirm the type of appointment (i.e. Fixed-Term, Renewable Term, or Career Status).

- E1.03.4 The appointment of a TRAS Member shall commence on the date set in the duly executed Letter of Appointment, in accordance with Article E1.03.3.
- E1.03.5 The reappointment of a TRAS with a Fixed-Term Appointment under Article E1.03.2 (a) shall be provided no later than two months prior to the end-date of the current appointment; otherwise, that appointment will expire on the date stipulated in the Letter of Appointment without the need for further notice or pay-in-lieu of notice from the University.
- E1.03.6 Any disagreement between the Trustholder and the Staff Member with regard to reappointment pursuant to Article E1 may be subject to appeal pursuant to the provisions of Article E8.

### **Special Conditions**

- E1.04 A TRAS Member may be appointed with special conditions which are at variance with the terms of this Agreement provided:
- a) Special conditions do not result in a lowering of total earnings or benefits as set out in this Agreement;
  - b) The variations are in writing and are included in or appended to the Letter of Appointment; and
  - c) The variations have been approved in writing by the Provost after consultation with the President of the Association and prior to the offer being made.

### **Removal Grant**

- E1.05.1 When circumstances permit, a TRAS Member upon appointment may be eligible for a removal grant toward expenses necessarily and reasonably incurred in moving to Edmonton or within the capital region from their place of residence. The grant, to the maximum specified by the Trustholder, shall be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal grants shall be established from time to time by the Board after consultation with the Association.
- E1.05.2 A TRAS Member who voluntarily leaves the service of the University before rendering 12 months service shall be required to refund a portion of the removal grant; each month's regular service (exclusive of leave periods) shall be considered as discharging one twelfth of the obligation. In cases where probationary periods are less than 12 months the obligation shall be discharged in a proportionately shorter period.

## **Article E2: Position Responsibilities**

- E2.01.1 Upon appointment, each TRAS Member will receive a written Position Description which has been developed in accordance with Article E1. The Position Description will outline the position responsibilities applicable to the TRAS Member's appointment.
- E2.01.2 The TRAS Member shall be accountable to the Trustholder for the duties outlined in the position description.
- E2.01.3 Only a member of the Teaching and Research Job Family may be appointed to teaching duties. Courses shall be assigned at the discretion of the Department Chair. It is the TRAS Member's responsibility to demonstrate scholarship and remain current and competent in the discipline or profession. A TRAS Member may decide on specific course content and instructional methodology, recognizing approved course description and academic policy approved by the Department, the Faculty and the University.
- E2.01.4 Any TRAS Member may be appointed with research responsibilities. These responsibilities will be documented in the position description in accordance with the University's "Eligibility to Apply for and Hold Research Funding" Policy. As such, research activity shall be conducted in compliance with the regulations established by the Vice-President (Research) following consultation with the Association and approval by the appropriate University governing bodies.

Questions arising from the administration of the regulations shall be in accordance with the provisions of this Agreement.

- E2.01.5 The Trustholder can make changes to Position Descriptions that are not considered to be a position modification under Article E2.02.1. If the Trustholder contemplates changes to the position description, they shall consult with the TRAS Member and the changes shall be documented through the rewriting of the Position Description under Article E1.
- E2.01.6 In the event of a dispute with respect to changes in position responsibilities, a TRAS Member shall have recourse under Article E8.

### **Position Modifications**

- E2.02.1 For the purpose of this Article E2, a Position Description is considered modified when a substantial change is made to its terms and conditions, which include:
- a) A reduction in base salary;
  - b) A change in full-time or part-time status;
  - c) A change in Trustholder; or
  - d) A significant or substantial change in position duties.
- E2.02.2 A Trustholder considering a position modification must consult with Human Resource Services.
- E2.02.3 Prior to formal notice of position modification, a meeting will be arranged including Human Resource Services, the Trustholder, the Association and the affected TRAS Member. The purpose of the meeting is to discuss the details of the modification (specifically the anticipated impact on the TRAS Member) and to explore methods or alternatives which minimize negative impacts on the TRAS Member.
- E2.02.4 The Trustholder will provide a TRAS Member with one month formal notice of a position modification. A Trustholder will provide as much informal notice as reasonably possible of the effective date of the position modification.
- E2.02.5 If after every attempt is made to resolve concerns and the TRAS Member will not accept the change to the position, the TRAS Member will be laid-off pursuant to Article E10.

### **Article E3: Basic Conditions**

- E3.01 A TRAS Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.
- E3.02 A TRAS Member shall be provided with the University identification card (the ONEcard).
- E3.03 A TRAS Member shall be provided with full University library privileges during the course of the appointment.
- E3.04 A TRAS Member shall be provided with a computing services ID and password during the course of the appointment.
- E3.05 A TRAS Member shall be provided with access to the University Health Centre.
- E3.06 A TRAS Member shall be provided with access to University Recreation Services.

## **Article E4: Delegation**

- E4.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule E (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article E1 – Appointments
  - b) Article E5 – Probation
  - c) Article E6 – Performance Review
  - d) Article E7 – Unsatisfactory Performance
  - e) Article E8 – Appeals
  - f) Article 7 – Discipline
  - g) Article E19 – Lay Off
- E4.02 The authority of any party described in Article E4 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- E4.03 A senior administrator of the University may delegate to another senior administrator of the University or to a TRAS Member any of the responsibilities assigned in the Common Agreement or this Schedule E to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.
- E4.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- E4.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- E4.06 If, in the Common Agreement or this Schedule E, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

## **Article E5: Probation**

- E5.01.1 Initial appointments of more than one year shall include a probationary period of 6 to 12 months. The length of the probationary term will be clearly stated in the Letter of Appointment.
- E5.01.2 The inclusion of a probationary period in the Letter of Appointment indicates an obligation on the part of the Trustholder to properly manage the TRAS Member's progress during a probationary period. In this regard, the Trustholder and the TRAS Member shall ensure they each have a clear understanding of the position expectations and standards of performance, in accordance with the Position Description.
- E5.01.3 During the probationary period the Trustholder will provide the TRAS Member with periodic assessments of the TRAS Member's performance. If termination during the probationary period is contemplated, the Trustholder will provide written documentation regarding the assessment provided.

### **Decision at the End of the Probationary Period**

- E5.02.1 At least one month prior to the end of a TRAS Member's probationary period the Trustholder shall, in writing, offer the TRAS Member one of the following:

- a) Confirmation of the appointment;
- b) Extension of probation for a maximum of an additional 6 months; or
- c) Termination of the appointment.

E5.02.2 The TRAS Member may appeal a Trustholder's decision under Article E5.02.1(c) pursuant to the provisions of Article E8.

### **Termination During Probation**

- E5.03.1 A Trustholder may terminate the probationary appointment of a TRAS Member by giving one month's notice, in writing, of such termination. The effective date of the termination shall be one month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.
- E5.03.2 The TRAS Member may appeal a Trustholder's decision under Article E5.03.1 pursuant to the provisions of Article E8.

## **Article E6: Performance Review**

### **Responsibility for Review of Performance**

- E6.01.1 The performance of a TRAS Member shall be reviewed in accordance with this Article E6.
- E6.01.2 Each TRAS member shall submit an annual report to the Trustholder no later than April 1 of the current year. This report will reflect the TRAS Member's performance of the position responsibilities as stated in the Position Description outlined in Article E1. The TRAS member may append additional information appropriate under the circumstances.
- E6.01.3 The Trustholder shall then:
- a) Review the annual report;
  - b) Meet with the TRAS Member to discuss the annual report;
  - c) Review performance and submit an Increment recommendation to the appropriate Dean or Vice-President; and
  - d) Provide a copy of the performance review to the TRAS Member together with materials relied upon in making the decision, including a summary of any confidential information.
- E6.01.4 If the Trustholder is on leave, the review may be completed by a designate.
- E6.01.5 The performance review shall be based on the performance of the position responsibilities as stated in the written Position Description.

### **Trustholder's Recommendation: The award of Increments**

- E6.02.1 Each year, the Trustholder shall recommend to the Dean or Vice-President whether a TRAS Member should receive an Increment based on performance in the preceding year. The recommendation shall be one of the following:
- a) a single Increment;
  - b) a multiple Increment, which may be one and one-half, double, two and one-half or triple a single Increment;
  - c) a one-half Increment, which is one-half of a single Increment;
  - d) a partial Increment, which is an Increment that is less than a single Increment but not a one-half Increment and which will bring the salary of a TRAS Member to the salary ceiling of the present salary range for the position;
  - e) A special Increment, which is an Increment that is greater than a single Increment but not a multiple Increment, which will bring the salary of a TRAS Member to the salary ceiling of the present salary range for the position;
  - f) no Increment
- E6.02.2 An incrementation award of less than 1.0 is appealable.

### **Trustholder's Recommendation: No Increment awarded**

- E6.03 If a Trustholder recommends that no Increment be awarded to a TRAS Member, the recommendation shall be cited as one of the following:
- a) that maximum for category has been reached but performance is acceptable notwithstanding;
  - b) that performance requirements for an Increment have not been met but performance is acceptable notwithstanding;
  - c) that performance while on authorized leave could not be properly evaluated; ~~or~~
  - d) that performance is unsatisfactory and unacceptable.

### **Pro-rated Increment**

- E6.04.1 A TRAS Member whose appointment takes effect in the period July 1 to October 1, inclusive, is eligible to receive a full Increment at one of the values referred to in Article E6.02 on the next following July 1.
- E6.04.2 A TRAS Member whose appointment takes effect in the period October 2 to June 1, inclusive, is eligible to receive a pro-rated Increment on the next following July 1, the proportion of a full Increment depending on the number of months they will have served by July 1. A TRAS member whose appointment takes effect in the period June 2 to June 30, inclusive, will not be eligible to receive an Increment on the next following July 1.

### **Increment Decision**

- E6.05 By May 30 of each year, the results of the performance reviews shall be forwarded by the Trustholder to the appropriate Dean or Vice-President for Increment decision. Prior to June 30, the Dean or Vice-President shall provide a written report to the Provost summarizing the results of the evaluation within the Faculty or Unit for the previous academic year. The report shall list the number of TRAS Members evaluated and the Increment decisions.

### **Appeal**

- E6.06 If a TRAS Member disagrees with the decision of the Trustholder to award less than a full Increment, the TRAS Member may appeal the decision pursuant to the provisions of Article E8.

## **Article E7: Unsatisfactory Performance**

### **First Awarding of No Increment**

- E7.01.1 If the TRAS Member has received no Increment due to unsatisfactory and unacceptable performance, the Trustholder must consult with Human Resource Services.
- E7.01.2 A TRAS Member who has a Renewable Term Appointment and who receives an assessment of unsatisfactory and unacceptable performance shall be converted to a Fixed-Term Appointment.
- E7.01.3 Within 10 days following the awarding of no Increment or the decision of an appeal under Article E8 confirming no Increment, a meeting will be held with the Trustholder, the TRAS Member, Human Resource Services, and a representative of the Association.
- E7.01.4 The purpose of the meeting shall be to make a plan for improvements that the TRAS Member must make to his/her performance in order to reach a level of satisfactory performance the following year.
- E7.01.5 Quarterly meetings will be held between the Trustholder and the TRAS Member to discuss the TRAS Member's progress. A report of these meetings will be forwarded by the Trustholder to the TRAS Member, Human Resource Services, and the Association.



E7.01.6 A Renewable Term Appointment may be re-established in consultation with Human Resource Services, if after the meetings described in Articles E7.01.3 - E7.01.5 performance is deemed to be satisfactory by the Trustholder.

### **Second Awarding of No Increment**

E7.02.1 Should the TRAS Member receive no Increment due to unsatisfactory and unacceptable performance, in the next year, the Trustholder may refer the record of the TRAS Member to Human Resource Services with a recommendation that the TRAS Member be disciplined for unsatisfactory and unacceptable performance.

E7.02.2 The record of the TRAS Member shall include copies of all material about a TRAS Member including the reports of meetings referred to in Articles E7.01.4 and E7.05.5.

E7.02.3 The recommendation of the Trustholder shall be filed with Human Resource Services within 20 days of the notification of the awarding of no Increment.

E7.02.4 At the same time, the Trustholder shall provide to the TRAS Member a copy of the materials filed with Human Resource Services.

E7.02.5 The TRAS Member may submit material to Human Resource Services in response to that submitted under Articles E7.02.1 and E7.02.2 within 15 days of receipt of the materials.

E7.02.6 Human Resource Services shall offer to meet with the TRAS Member within 20 days of the receipt of the recommendation or within 10 days of the receipt of material under Article E7.02.3. The TRAS Member may be accompanied by the Association but shall not be represented by their own legal counsel at such a meeting.

E7.02.7 Following any meeting under Article E7.02.6 and any other consultations Human Resource Services chooses to have, the Provost shall, in writing, within 10 days:

- a) Not approve the recommendation of the Trustholder; or
- b) Penalize the TRAS Member which may include one or more of the following: by a letter of reprimand; suspension with or without pay; dismissal, or other appropriate penalty (but not a fine or a reduction of salary); stating the effective date of such penalty.

E7.02.8 Any decision to penalize the TRAS Member is subject to the grievance procedure established in Article 14.

## **Article E8: Appeals**

### **Definitions**

E8.01 In this Article E8:

- a) "Advisor" means the person who will assist the Appellant or the Respondent at the hearing of the appeal. The Appellant or Respondent shall not have their own legal counsel at the hearing;
- b) "Appellant" means the Staff Member who has appealed;
- c) "Chair" means the Chair of the Academic Trust Appeals Committee; and
- d) "Respondent" means the Trustholder whose decision is being appealed.

### **Academic Trust Appeals Committee Membership**

E8.02 Appeals under this Article E8 shall be heard by a committee to be known as Academic Trust Appeals Committee (ATAC), the membership of which shall be:

- a) One person named by the Trustholder;
- b) One person named by the Staff Member; and
- c) One person, who shall chair ATAC, named by the Provost and the President of the Association.

## Right to Appeal

- E8.03.1 A Staff Member may appeal the following matters in accordance with the provisions of this Article E8:
- a) A dispute with regard to reappointment (Article E1);
  - b) A dispute with regard to position responsibilities (Article E2);
  - c) The failure of a Staff Member to be offered an appointment upon the expiry of the probationary appointment (Article E5.02.1);
  - d) The termination of a Staff Member's appointment during the probationary period (Article E5.03.1); and
  - e) The awarding of less than a single Increment (Article E6 excluding situations described under Article E6.02 (d)).
- E8.03.2 If a Staff Member disagrees with a decision of the Trustholder on a matter covered by Article E8.03.1, the Staff Member may request a review of the decision:
- a) The Staff Member shall notify the Association that they wish to review the decision within 10 days of receipt of the written decision from the Trustholder.
  - b) The Association shall notify Human Resource Services and the Trustholder.
  - c) The Association and Human Resource Services shall convene a meeting of the Trustholder, the Staff Member, a representative from the Association and a representative of Human Resource Services to review the decision. This meeting will be convened within 10 days of notification being given to Human Resource Services.
  - d) Following the meeting, the Trustholder may confirm the previous decision or alter the decision. The decision of the Trustholder will be provided in writing to all parties (the Staff Member, the Association, Human Resource Services) within 10 days of the meeting.

## Pre-hearing procedures

- E8.04.1 Within 20 days of the date the decision under E8.03.2 (d) which is being appealed is received by the Appellant, the Appellant may commence an appeal; the Appellant shall file with Human Resource Services and with the Respondent a notice of appeal and detailed written statement which shall include:
- a) The basis on which the appeal is lodged, including a statement of the grounds on which the decision is considered to be inappropriate;
  - b) The decision which the Appellant requests ATAC to make; such decision is to be consistent with the powers of ATAC as set out in Article E8.07.3;
  - c) A list of those persons whom the Appellant wishes to appear before the ATAC as witnesses;
  - d) The name of any Advisor who will accompany the Appellant at the ATAC hearing; and
  - e) Such other material as the Appellant considers to be relevant that was not submitted in the proceedings leading to the decision recognizing that ATAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the Appellant could have presented the material to the Trustholder making the decision.
- E8.04.2 As soon as possible after the receipt of notification to Human Resource Services, the members of ATAC shall be named by the parties.
- E8.04.3 Within 15 days of the date the material forwarded under Article E8.04.1 is received by the Respondent, the Respondent shall file with Human Resource Services, with a copy to the Appellant, a detailed written statement which shall include:
- a) A statement in reply to the statement and materials submitted by the Appellant under Article E8.04.1;
  - b) A copy of all written material relating to the Appellant which was used in reaching the decision being appealed;
  - c) A list of those persons whom the Respondent wishes to appear before ATAC as witnesses;
  - d) The name of any Advisor who will accompany the Respondent at ATAC hearing;

- e) Such other material as the Respondent considers to be relevant recognizing that ATAC may not accept such material if it is of the opinion that, with the exercise of reasonable diligence, the party seeking to adduce the evidence could have used it in reaching a decision.

E8.04.4 Notwithstanding the time limits set out in Articles E8.04.1 and E8.04.3, the Chair, on the application of the Appellant or the Respondent, may extend in writing any of the said time limits where the Chair is of the opinion that the application for an extension has a reasonable ground for requesting such extension. The decision of the Chair may be made without a hearing and shall be final and binding.

E8.04.5 The Chair shall determine the time and place for a hearing of the appeal; such hearing is to be held within a reasonable time after all materials have been filed pursuant to Articles E8.04.1 and E8.04.3, but no earlier than 6 weeks after filing of the notice of appeal.

E8.04.6 The Chair shall give at least 10 days written notice of the hearing to the Appellant and the Respondent.

### **Hearing Procedures**

E8.05.1 ATAC shall hold a hearing on the appointed date, time and place, and such hearing shall be restricted by ATAC, Appellant, Respondent and Advisors and such resource personnel as ATAC determines.

E8.05.2 ATAC may accept any oral or written evidence that it, in its discretion, considers proper, whether admissible in a court of law or not.

E8.05.3 ATAC has the right to request additional material and to call and compel attendance of further witnesses.

E8.05.4 ATAC is not bound by rules of evidence or procedures applicable to courts of law.

E8.05.5 Both the Appellant and the Respondent have the right to call and question witnesses, to question one another and to present oral arguments.

E8.05.6 It shall be the responsibility of the Appellant and Respondent to secure the attendance of the witnesses to be called by each.

E8.05.7 The onus of proof, which shall be on the balance of probability, shall be on the Appellant.

E8.05.8 Procedural rulings shall be made by the Chair but are the subject to reversal by majority vote of ATAC.

### **Post-hearing Procedures**

E8.06.1 The decision of ATAC shall be set out in a written statement by the Chair, with reasons, and a copy thereof shall be sent to the Appellant and to the Respondent, Human Resource Services and the Association within two weeks of the conclusion of the hearing.

E8.06.2 The decision of ATAC shall be final and binding.

### **Jurisdiction of ATAC**

E8.07.1 ATAC shall:

- a) Allow the appeal if it finds the decision to have been inappropriate based on the evidence before it; or
- b) Dismiss the appeal.

E8.07.2 If ATAC finds that there has been non-compliance with the procedures of this Agreement in the proceedings it may, nevertheless, dismiss the appeal if it finds the decision to be appropriate.

E8.07.3 Where ATAC allows the appeal, it may:

- a) Award a reappointment;
- b) Confirm position responsibilities;
- c) Award an appointment upon expiry of the probationary appointment;
- d) Allow completion of the probationary period; or
- e) Award an Increment which is greater; this shall be one of a half Increment, a partial Increment or a single Increment.

## **Article E9: Salaries and Benefits**

### **Salaries**

E9.01 The salary scale for TRAS Members is set out in Appendix E.5.

### **Supplementary Health, Dental and Ancillary Benefits**

E9.02.1 Subject to Article E9.02.2, TRAS Members are eligible to participate in the University benefit programs applicable to TRAS Members, depending on the type of appointment.

E9.02.2 A TRAS Member whose appointment is part-time or is less than 8 months in duration is not eligible to participate in the benefit programs.

E9.02.3 Notwithstanding Article E9.02.2, if a TRAS Member has concurrent, multiple part-time academic research/trust appointments which together constitute a full-time equivalent, the Member TRAS may be eligible for benefits. It is incumbent upon the TRAS Member to inform his/her home Department of any academic employment that would affect the TRAS Member's eligibility for benefits, the cost for which would be pro-rated across Departments.

E9.02.4 Notwithstanding Article E9.02.2, a TRAS Member who has full-time consecutive appointments with no break between them and where the total length of such full-time appointments satisfies the requirements of Article E9.02.1, is eligible for benefits under the applicable benefit programs.

E9.02.5 Where Article E9.02.4 applies, the date for eligibility for the extended benefits is the effective date of the subsequent appointment and the premiums paid shall be in accordance with Article E9.02.1, depending on the total length of full-time appointments.

E9.02.6 Notwithstanding Article E9.02.2, in lieu of participation in the benefit programs, the Board shall pay to a TRAS Member an amount equal to 3% of salary.

### **Universities Academic Pension Plan (UAPP)**

E9.03 TRAS Members shall participate in the Universities Academic Pension Plan (UAPP).

### **Vacation**

E9.04.1 Each full-time TRAS Member whose term of appointment is for 12 months or longer shall be entitled to an annual vacation of 22 days.

E9.04.2 Each part-time TRAS Member whose term of appointment is for 12 months or longer shall be entitled to a pro-rated annual vacation.

E9.04.3 Each TRAS Member whose appointment is for less than 12 months shall receive pay in lieu of vacation equal to 4% of salary payable.

E9.04.4 Unused vacation time may not be carried forward from year to year without the advance written consent of the Appointing Officer.

- E9.04.5 The time of vacation shall be approved by the Trustholder. Disputes concerning vacation time shall be referred to the Appointing Officer and the decision of the Appointing Officer shall be final and binding.
- E9.04.6 Salary in lieu of vacation shall not be paid to TRAS Members except as indicated in Article E9.04.3 or in the event that a TRAS Member resigns, retires or is transferred to a new position.

### **Article E10: Lay-Off**

#### **Definitions**

- E10.01 For the purpose of this Article E10, a lay-off (i.e. termination of employment prior to the end date of the appointment) may result if:
- a) The position is no longer required; or
  - b) The responsibilities of the position, or the qualifications required, have changed sufficiently that the TRAS Member no longer has the qualifications required to carry out the responsibilities; or
  - c) There has been an adverse material change in the level of funding.

#### **Procedures**

- E10.02.1 A recommendation that a TRAS Member be laid-off shall be made by the Trustholder who shall provide a copy of the recommendation statement to the TRAS Member, to Human Resource Services and to the Association and who shall offer to meet with the Staff Member to discuss the recommendation. Both the TRAS Member and the Trustholder may be accompanied by an advisor at such a meeting. The Trustholder shall then forward the recommendation to the Appointing Officer unless, as a result of the meeting with the TRAS Member, the Trustholder decides not to proceed with the recommendation.
- E10.02.2 Upon receipt of a recommendation under Article E10.02.1, Human Resource Services shall consult with the Association and shall offer to meet with a representative of the Association to consider the recommendation.
- E10.02.3 Human Resource Services shall offer to meet with the TRAS, the Trustholder and a representative of the Association and explore with them the options of:
- a) Reassignment; or
  - b) Laying off of the TRAS Member.
- E10.02.4 Upon completion of the consultation, meetings and exploration of options, Human Resource Services and the Trustholder shall meet and shall make one of the following decisions:
- a) To reject the recommendation for lay-off and confirm the TRAS Member in the TRAS Member's present position; or
  - b) To transfer the TRAS Member to another position at the University; or
  - c) To lay off the TRAS Member.
- E10.02.5 The Appointing Officer shall inform the TRAS Member of the decision in writing with copies to the Association and Human Resource Services.
- E10.02.6 Layoff under this Article E10 shall not be considered nor presented as dismissal for cause.

## **Notice and Pay-in-lieu of Notice**

- E10.03.1 A full-time TRAS Member with a Fixed-Term Appointment laid-off during the term of their Appointment (i.e.: not at the normal end date) will receive at least one month's formal notice of layoff and will be entitled to pay-in-lieu of notice in the amount of two months' salary.
- E10.03.2 A full-time TRAS Member with a Renewable Term Appointment who will be laid-off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of 9 months' salary.
- E10.03.3 A full-time TRAS Member with multiple Fixed-Term Appointments which cumulatively exceed 6 continuous years with no breaks in service and who will be laid-off during the term of their Appointment (i.e. not at the normal end date) will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of 9 months' salary.
- E10.03.4 A TRAS Member with a Career Appointment is subject to termination, with one year's notice. If the funding source allows it, instead of the one year's notice, the TRAS Member and the Trustholder may mutually agree that the TRAS Member who will be laid off will receive 3 months' notice of layoff and will receive an additional one month's pay-in-lieu of notice for each year of employment at the University of Alberta, to a maximum payment of 9 months' salary.
- E10.03.5 Part-time TRAS Members who are laid-off will be dealt with fairly on a case by case basis.
- E10.03.6 During the notice period, the TRAS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of these options; after discussion with the TRAS Member, the Trustholder shall decide which of these options shall apply.
- E10.03.7 Pay-in-lieu of notice shall normally be paid in a lump sum.
- E10.03.8 If a TRAS Member, subsequent to receipt of a lump sum pay-in-lieu of notice, is re-employed elsewhere at the University within his /her notice or pay-in-lieu of notice period, the TRAS Member will be required to repay the portion of the pay-in-lieu of notice received for the overlapping months (e.g. a TRAS Member receives 9 months' pay-in-lieu of notice and after 3 months is re-employed with the University. The TRAS Member will be required to repay 6 months of the original pay-in-lieu of notice).
- E10.03.9 The University shall provide employment counselling services to laid-off TRAS Member through the University's Employee and Family Assistance program during the notice period.

## **Recall**

- E10.04 Should a position from which a TRAS Member has been laid-off be reinstated or a position with substantially the same duties as that position be established in the same unit within 12 months of the date on which the previous incumbent was laid-off, the department shall contact the TRAS Member regarding the position. It is the TRAS Member's responsibility to ensure they keep the department up-to-date with contact information.

[Name]  
 [Address]

[enter date]

Dear [Name]:

I am pleased to offer you a formal appointment to the trust/research academic staff of the University of Alberta in accordance with the terms set forth below. Your employment will be governed by the Collective Agreement, including Schedule E for Trust/Research Academic Staff (TRAS), which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you. As a TRAS member, it is understood that employment for the period listed below is conditional upon the availability of research and/or external funding.

The specific terms of the appointment offer are:

1. Working Title:
2. Department:
3. Faculty:
4. Period of appointment: \_\_\_\_\_ to \_\_\_\_\_
5. Probationary Period: \_\_\_\_\_ to \_\_\_\_\_
6. Appointment type: [fixed/renewable/career status - refer to tip sheet]
7. Full-time/Part-time: \_\_\_\_\_ FTE
8. Salary: \$ \_\_\_\_\_ per annum
9. Salary Level/Range: [refer to position evaluation]
10. Job Family (check one and attach position description and evaluation):
  - Teaching/Research Academic
  - Research Academic (indicate position title:  Trust Professional,  Research Associate, or  Other: \_\_\_\_\_)
  - Trust Administrator
  - Library/Information Professional
11. Special conditions (specify):
12. You may be eligible for a removal grant of \$ \_\_\_\_\_ in accordance with Article E1.05 of the Agreement.

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPP) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREIN BEFORE SET FORTH.

Yours sincerely,

Chair/Dean]

[Name of Trustholder/Director]

[Name of

[Department/Institute]

[Department/Faculty]

Received by University

**ACCEPTANCE**

I hereby acknowledge receipt of the original hereof and Appointment referred to and the terms and conditions set

Dated at \_\_\_\_\_ (City)

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Day) (Month) (Year)

 \_\_\_\_\_  
 Signature

## Appendix E.2: Position Description

<b>Faculty/Portfolio</b>	<b>Academic Unit</b>	
<b>Title</b> (e.g. Research Associate, Research Scientist, Trust Professional, Project Manager, Director, Biostatistician)		
<b>Job Family</b> (check one)		
<input type="checkbox"/> Research Academic <input type="checkbox"/> Trust Administrator <input type="checkbox"/> Library/Information Professional		
<b>Date Completed</b>	<b>Name of Incumbent</b> (if known)	
<b>POSITION SUMMARY</b>		
Describe the major roles and responsibilities of the position		
<b>KNOWLEDGE, SKILLS AND ABILITIES</b>		
Describe the minimum level of education, experience and skills required for the position		
<b>SCOPE</b> (check one) – determines salary range A, B, or C		
<input type="checkbox"/> <b>Development Level</b> – position does not require the full level of related experience, knowledge, skills and abilities typically associated with this level of work (as described by the appropriate benchmark).		
<input type="checkbox"/> <b>Working Level</b> – position requires a typical level of relevant experience in the area for this level of work. The work requires a level of knowledge, skills and competencies commensurate with the duties described above and the appropriate benchmark.		
<input type="checkbox"/> <b>Senior Level</b> – position requires an expert in the field with experience, skills, knowledge and competencies beyond those typically required by the level of work described by the appropriate benchmark.		
<b>ORGANIZATIONAL CHART</b> (attach or describe below)		
The signatures below indicate that all signers have read and discussed the information in this position description.		
_____	_____	_____
Name of Incumbent (if known)	Signature	Date
_____	_____	_____
Name of Trustholder	Signature	Date
_____	_____	_____
Name of Chair, Dean or Vice-President	Signature	Date



### Appendix E.3: Scope of the Agreement

The source of funding under a trust academic job family shall be University restricted funds (e.g. grants, fellowships, directed funding, contingent funding, endowments) and which fall into one of the following academic job families under this Appendix and Article E1.01.2:

- **Research Academic Family:** A Research Academic is a full-time or part-time Staff Member whose duties are to carry out or support high-level, complex, research projects in collaboration with faculty members and other researchers. Duties may include research design, methodology determination, analysis and/or other activities that facilitate the work of the trust unit. Duties may include all phases of data collection and analysis (e.g. clinical trials, test and questionnaire design) and could include such activities as the preparation of proposals for new research activities, the presentation of research findings and/or the preparation of reports and papers. A “Research Scientist” or a “Research Associate” will normally hold a doctoral degree or have equivalent qualifications and experience. A “Trust Professional” shall normally hold a Master’s or professional level degree in a required discipline and hold positions such as speech language pathologist, kindergarten teacher, engineer, and statistician.
- **Trust Administrator Family:** A Trust Administrator is a full-time or part-time Staff Member whose duties are to provide leadership, strategic advice and direction; and is accountable for planning, negotiating, problem solving, risk assessment and prevention, and operational oversight of resources. These positions may include some research responsibilities. Staff Members, in this job family, hold positions which range from Project Manager to trust unit Director. A Trust Administrator shall normally require an academic degree or professional designation.
- **Library/Information Professional Family:** A Library/Information Professional is a full-time or part-time Staff Member who has a degree from an accredited graduate program in library and/or information studies, or an equivalent program, and holds a position outside of the Librarians’ Agreement. These positions will meet the minimum qualifications required for a Librarian position within the University of Alberta Library system.

## Appendix E.4: Copyright Regulations (2016)

### 1. Ownership

- 1.1 Pursuant to 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix E.4.
- 1.2 For the purposes of this Appendix E.4 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
  - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

### 2. University Licence

#### *General Principles*

- 2.1 Subject to paragraphs 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or

employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).

- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

#### ***Limited Exception – Works Created to Fulfill Assigned Course Responsibilities***

- 2.6 Except in the cases described in paragraphs 2.7 to 2.10 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Articles E2.01.1, E2.01.3 and E2.01.5.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a Staff Member is assigned course responsibilities under Article E2.01.3 that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by paragraph 2.1 applies to those materials and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

### **3. Computer Programs and the University Patent Policy**

- 3.1 In addition to this Appendix E.4, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

### **4. Conflict of Interest and Conflict of Commitment**

- 4.1 The University has an interest in ensuring that Works created by its own Staff Members are not used to compete with or undermine the University's educational mission or activities. Therefore, a Staff Member's creation and use of Works in which the Staff Member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

## **5. Collaborative Works**

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix E.4.
- 5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix E.4, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that Staff Member and that individual or those individuals;
  - (b) a written agreement between the University and another organization; or
  - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

## **6. Guidelines**

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix E.4.

## Appendix E.5: Trust/Research Academic Salary Levels and Ranges

Full-time Trust/Research Academic Staff  
July 1, 2018 to June 30, 2020

<b>Level</b>	<b>Increment Value</b>	<b>Min Salary for all Ranges</b>	<b>Max Salary for Range A</b>	<b>Max Salary for Range B</b>	<b>Max Salary for Range C</b>
1	\$1,820	\$58,210	\$65,490	\$72,770	\$80,050
2	\$2,317	\$74,084	\$83,352	\$92,620	\$101,888
3	\$2,646	\$84,669	\$95,253	\$105,837	\$116,421
4	\$3,142	\$100,543	\$113,111	\$125,679	\$138,247
5	\$3,904	\$124,893	\$140,509	\$156,125	\$171,741

Located on the Human Resource Services website:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/trust-2018-2020.pdf>

## Appendix E.6: Definitions

1. "Department Chair" means the chair of a Department. Responsibilities assigned herein to a Department Chair shall be the responsibility of the Dean in Faculties in which there are no departments.
1. "Acting" when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during the appointment as the officer has under the terms of this Agreement.