

Highlight of Changes to 2018-2020 Academic Staff Collective Agreement

The previous rounds of bargaining saw some of the most significant changes to contract language in ULFA's history. Since ULFA is now a trade union the two Handbooks have become one Collective Agreement (CA) and language has been updated to reflect the new legal environment.

The changes listed below is not an exhaustive or official list. They are meant to guide our Members on what have changed with the creation of the Collective Agreement.

Article 1: Purpose and Objectives.

- Academic freedom is now defined here, moved from the deleted Preamble and Objectives. It is more general to cover service and not just teaching and research.

Article 2: Definitions

- The definition of Member is now inclusive of Sessional Lecturers.
- The definition of "Procedural Fairness" is adjusted to include equity in matters of adjudication, being informed of the right to representation, and all other relevant principles of natural justice.
- A definition of Medical Certificate has been included to explain the documentation required for medical and maternity leaves as well as compassionate care leaves.

Article 3: Amendments and Modification of the Collective Agreement

- Changes here reflect the new legal environment of being under the Alberta Labour Code. Strikes and lockouts cannot happen while the Collective Agreement is in effect. If there is a strike or lockout with another bargaining unit at the University our Members have the right not to carry out additional duties, beyond what is required for safety. Members also have the right not cross picket lines, so long as they advise their Dean and take a penalty of 1/252 of their pay for each Working Day for which they exercise this right. The President may waive this penalty.

Article 4: Applications and Exclusions

- Clarifies who is an inactive Member and for how long, and that all others who are Faculty Members, Professional Librarians, Instructors, Academic Assistants, or Sessional Lecturers, are active Members.
- States that the entire CA applies to Board members who are Faculty Members, with respect to their Academic Position (not just when they are acting as members of the Academic Staff), and all except the salary increments, structure, and PAR form apply to Senior Academic Administrators with respect to their Academic Position.

Article 5: Recognition

- ULFA is the exclusive bargaining agent for all Members.
- New language around Association Activity clarifies that service to the union is service for work; the Board won't interfere with Members doing it (if it doesn't unduly interfere with assigned duties)
- Email relating to union business is the property of the people involved in the communication
- Members have the right to attend open meetings of the Board
- ULFA has the right to call in our provincial and national associations.
- The union can allocate course releases as it sees fit, with no interference from the Board. Reduction in duties comparable to course release applies to Professional Librarians as well as to Instructors/Academic Assistants.

Article 6: Communication and Information

- We agree that the CA will be available at the URL listed in the definitions, and this URL will be included in all offers of appointment. Amendments to the CA will also be posted at the same web site.
- ULFA receives a great deal of new information about Members beyond what it was previously receiving, including: read-only access to letters of appointment and change in appointment status, results of STP processes, contact information of Members (address and phone), Academic Career Years, and the justification for making a term of Sessional appointment rather than a permanent position.

Article 7: Quarterly Labour/Management Meetings

- The Presidents will meet at least quarterly, rather than annually.

Article 8: Delegation

- Only general changes around readability and consistency.

Article 9: Personal Files

- Personal files don't contain information other than that related to employment or required for the CA. Material in Personal Files must be used in accordance with procedural fairness/natural justice.
- ULFA can request things to be removed from a Personal File on behalf of a Member if they violate Article 9 or are unfair. Things that are removed in this way are also explicitly destroyed.
- Supervisory and minor discipline records are removed and destroyed after 2 years upon request. Major discipline records are removed and destroyed after 5 years upon request.

Article 10: Courses Taught in Addition to Assigned Duties, including Summer Session Courses (Excluding Sessional Lecturers)

- If such a course is not 3 credit hours, the rate is subject to individual negotiation and the Dean has to remind the Member of their right to Participation and Accompaniment.

Article 11: Rights and Responsibilities

- Academic Freedom includes the right to criticize governments or public figures, and to act according to the professional standards of the Member's field.
- Prospective/former Members are not expected to perform duties related to Member work without compensation based on their previous/prospective contract.
- Discrimination language includes all protected categories, so won't need updating if legislation changes.
- The Association has the right to be represented when a Member is going through disciplinary processes, whether or not the Member asks for representation, since these cases often lead to difficult legal issues and may have broader implications for the CA. Either Party may bring lawyers to such meetings, with advance notice.
- Staff members of the union are officially allowed to accompany

Members to meetings. Someone exercising their right to accompaniment must inform the other side in advance of who will be accompanying them.

- Sessionals or term Members who are asked to be available for grade appeal issues shall be compensated at an appropriate rate based on their contract.
- Anyone cancelling actual timetabled instruction (things that are assigned, not deemed to have been assigned) has an obligation to inform their Dean (or designate) with reasons.
- Language about responsibilities as scholars has been modified to more clearly include creative activity alongside research, and to protect the welfare of any animal involved in such work, not just lab animals.
- Sessional Lecturers are excluded from any responsibilities for administrative/committee work. All other Members are expected to be active members of their academic units etc.
- The union gets copies of complaints about Members (around harassment etc.). Such complaints only go into a Personal File if they're found to have merit, and then only according to the procedures of Article 9. However, other actions such as discipline may be taken on the basis of such complaints, and if that happens, the complainant may be informed of the outcome if the university can bind them to confidentiality.

Article 12: Criteria for Extension of Probation, Tenure, Promotion and Salary Increments for Faculty Members

- Contributions to teaching beyond the university count toward teaching effectiveness.
- The CA remains "agnostic" about whether student evaluations may be used in teaching effectiveness, and no longer says that they can't be the main evidence. However, we've added a long list of things that can be used as evidence, and we now say that when student appraisals are used, the data must be presented clearly and appropriately, and anyone doing the evaluation must be educated in the inherent biases of such tools, and take them into account. We signed an MOU about how to implement this new language.
- Members can now submit research/creative activity that relates to

- anything taught at the university, not just in their own department, without extra onus for justifying it.
- Writing grant applications, and academic work of organizing conferences (eg choosing the participants) are both explicitly listed as factors that can contribute to research evaluation, and editorial duties are separated from refereeing work.
 - Work on Library, Area, and Program committees etc. is explicitly listed as service, as are working groups and task forces. Community service related to your appointment counts, even if it doesn't involve community organizations.

Article 15: Instructors and Academic Assistants

- An incipient Instructor is no longer explicitly consulted in the creation of their Position Description, but must still be consulted about amendments and ULFA must receive copies of amendments.
- Qualification for Instructor II is either a degree plus experience, or effectiveness as an Instructor I. Similarly for Instructor III. The minimum qualifications can be waived by the VP (Academic) for equivalent relevant experience (eg. for elders or industry specialists).
- It is not the case that Instructors are normally appointed at Instructor I. This language has been deleted.
- Fine arts studio performance assignments are included in the list of Instructor duties. Language is adjusted to be more inclusive of arts classes.
- Instructor Is should only have full responsibility for teaching courses on an exceptional basis.
- Instructors are not expected to conduct research or scholarship unless it's directly related to their teaching/Position Description duties *or responsibilities*. (The last 2 words are the new language.) Since professional development is a responsibility, we believe this opens the door wider to leaves for professional development as described elsewhere in the Article (the Instructor's version of study leaves).
- Instructors are full members of their departments etc.
- Promotion requires satisfactory performance on annual reviews rather than the more ambiguous "successful performance", and may come with increased relevant qualifications etc. or proven ability to

- perform the appropriate duties, not necessarily the latter primarily.
- Term appointments for Instructors/AAs require justifications just like Term appointments for Faculty Members/Professional Librarians. Likewise for renewals and extensions of Term appointments.
 - Term appointments for less than a year get salary based on the full-time rate if the duties are full-load equivalent. If short-term contracts accumulate to a .5 FTE load, financial compensation in lieu of benefits is made accordingly.
 - The STP Committee isn't allowed to make recommendations other than those listed in the CA at the end of the first probationary appointment.
 - Unfair Probationary Periods as described in Article 19 also apply to Instructors and AAs, and may extend timelines for probation.
 - A Term Appointment with Conversion can only convert if a Search Committee recommended that it do so. No matter how the appointment gets converted, the probation is understood to have begun at the start of the appointment.
 - Someone is only eligible for a Continuing Appointment (for a Partial Year) if they hold a probationary appointment (not a term appointment).
 - Disciplinary meetings that follow an unsatisfactory evaluation don't start until after the appeal process is completed.
 - Promotion is explicitly included in the things that have evaluation criteria explained.
 - Teaching effectiveness language same as for Faculty Members above in Article 12.
 - Re-assignment of duties for improving qualifications is now for professional development, tying it to a responsibility of Instructors & AAs.
 - Position Abolishment is no longer an option outside of Article 26 (Financial Emergency/Program Redundancy).

Article 16: Termination of Appointment

- Resignation for people on term appointments (less than 3 years) or Sessional Lecturers requires only one month's notice rather than 3. You don't need to provide notice "as early as possible" beyond that.
- Similarly, Term and Sessionals aren't expected to make their

resignation effective June 30 or Dec 31.

- Notice of retirement comes with a cool-down period of 20 Working Days during which it can be withdrawn.
- All approved leave can be taken by someone who doesn't have LTD before they're expected to retire, and accommodations need to be offered within reason.
- Death benefits are moved into Schedule B (Benefits).
- Previous reference to position abolition now points to Article 26 and is about termination of appointment due to financial emergency or program redundancy.
- Language about Voluntary Termination by Mutual Agreement more clearly hints that Members can ask for and expect an incentive for agreeing to such an arrangement.
- The language saying there is no obligation on the Board to reappoint Sessionals is deleted, since there is now a Sessional Right of First Refusal.

Article 22: Grievance and Interpretation

- This merges the old Articles 22 and 1. Some broad general language has been moved up front (it was previously later in the Article).
- Interpretations and clarifications only enter the CA by mutual consent of the Parties.
- Issues of process and procedural fairness are now explicitly subject to grievance in general, whether or not the content of the decision is.
- We explicitly mention that a grievance can be settled with or without mediation, without going through the full grievance process.
- We clarify that only ULFA or the Board can claim grievances; a Member has to go through ULFA (as per the AB Labour Code).
- We lay out the first step of an informal meeting in clear detail. Similarly, formal notice is laid out clearly. At this stage, particulars rather than evidence is being provided; and a remedy is proposed. This is followed by an investigation by the other Party, that culminates in a written report and recommendation. If this doesn't resolve it, there's another meeting, and then it moves to arbitration. Arbitration requires written notice. The presidents have 10 Working Days (rather than 5) to agree on an arbitrator, or the provisions of the Code are used to appoint one. The Code governs the arbitration,

except the arbitrator is explicitly allowed to assign costs (experts on both sides say this would never happen unless one side's case were deemed frivolous).

- We have a new explanation of what interpretation is and how we should be using it, up front, as well as how we shouldn't be using it. We clarify that the request for an Interpretation Meeting should explain the issue so the other side can be prepared. The "report" of the Interpretation Committee can be an agreement, or can be two separately-issued statements by the presidents. If it's not an agreement, either president can take the issue to arbitration, which proceeds as above.

Article 23: Appeals of Recommendations by STP Committees and Appeal Committees

- Appeals apply to denial of continuing appointment.
- Hearing Committee appeals can explicitly be grieved for violations of procedural fairness or natural justice. Similarly for recommendations of the Appeal Committee about salary.
- We no longer say that search committee decisions can't be appealed.

Article 24: Supervision and Discipline

- Key principles are gathered and moved up to the front. "penalty" is changed to "discipline" throughout.
- Appropriate investigation is required before any discipline.
- Anytime there's an Article 24 meeting with a Senior Academic Administrator, the Member has to be reminded about the right to accompaniment.
- The Association receives copies of all letters the Member gets relating to discipline (but not necessarily supervisory letters).
- The Dean as well as the VPA has the right to suspend or terminate an investigation if it begins to be investigated by the police etc.
- Wherever it's appropriate to the cause, Members may be given the right to seek treatment or counselling, not just for illness or substance abuse, and this cause is no longer referred to as "the problem".
- The VPA may mitigate, alter, reduce, or suspend discipline on considering the factors behind the behaviour; this is no longer

contingent on participation in an active treatment program.

- The Dean gets to decide the effective date for minor discipline.
- We no longer require written notice when a Member wants to bring their lawyer to something.
- The sort of behaviour that can lead to discipline is spelled out more clearly: violation of University policies or Article 11 responsibilities.
- Supervisory actions, minor discipline actions, and major discipline actions are clearly separated and examples of each are provided.
- There is a new type of minor discipline listed: a letter of warning.
- Re-appointment is included in the list of things that have to be considered separately from discipline and supervision.
- We clarify that all timelines for assessments (eg extension of probation) are suspended if disciplinary investigations/procedures are underway, so this doesn't cause someone to exceed max times.
- The list of assessments that can't be affected by supervision and discipline independent of the facts of the case is expanded.
- Procedural Fairness is explicitly invoked around whether or not supervisory/discipline materials are appropriately brought before an STP committee.
- We don't need to say a verbal discussion isn't discipline since we've been clear about what is and isn't discipline up above (similarly for letter of guidance).
- The Discipline section specifically excludes Sessionals, who are treated separately at the end of the Article. Their language is from the SLHB, which was a significantly different process.
- When there is a disciplinary investigation, the Member gets a summary of the findings.
- In the minor discipline meeting, or as a result of investigation, the Dean may decide that the issue is more serious and major discipline is warranted. However, if that happens, the major discipline process must be started from scratch with its own independent investigation.
- We've agreed to delete the discipline appeal committee. This was apparently never used, and only applied to minor discipline. Grievance still applies.
- The nature of the complaint and the right to accompaniment are explicitly included in the VPA's initial letter to the Member about the possibility of major discipline.

- Professional Librarians and Instructors are eligible to serve on Investigation Committees, as are external investigators (but the Association must still agree in writing to anyone named).
- Senior Academic Administrators from other Alberta universities can't be on Investigation Committees. The length of time such people and ULFA Executive members are banned from serving on Investigation Committees after their term of office is shortened from 3 years to 2, but any restrictions can be waived by mutual agreement.
- We are less prescriptive about how the investigation is conducted, instead saying simply that it must be thorough and fair. We say the Investigation Committee shall make no inferences based on someone's willingness to meet with them or write to them. We say that the report of the Investigation Committee will recommend resolutions, rather than addressing the appropriateness of disciplinary penalties. If there are minority reports from the Investigation Committee, these go to all members of the Investigation Committee. If the VPA wants further investigation or information, they have to provide a rationale to the Member (and the Dean), and all the same procedures apply around responses to that information.
- It is reiterated that discipline should be commensurate to the offense.
- Non-performance of duties and breach of responsibilities as well as persistent neglect of both are grounds for dismissal for cause.
- We clarify that resolutions are not limited to the disciplines listed in Article 24, as long as both sides agree.
- Mediation under alternative measures should be confidential and professional.
- The arbitrator is appointed through provisions in the Labour Relations Code if the Presidents can't agree, and all other aspects of arbitration are exactly as in Article 22.
- We state that for Sessional Lecturers also, discipline is commensurate to the offence. Supervisory matters and what goes into a Personal File all apply to Sessionals so don't need to be repeated here.

Article 25: Termination of Appointment for Financial Emergency or Due to Program Redundancy, Not Applicable to Members Holding Term

Appointments or Sessional Lecturer Appointments

- In the definition of a financial emergency, threatening the continued function of the University encompasses extending for more than one year and turning into a deficit cash flow situation. The new definition requires that the situation need to include reductions from more than one employee group, not just reductions of our Members.
- We've ensured that information passes to the Association in various places. The Board must consult with the Association before announcing the terms of any Career Transition Incentive Program. This applies to the Career Transition program for program redundancy also.
- Failing agreement, the chair of the Financial Emergency Commission gets appointed by the provincial Director of Mediation Services.
- We clarify that the Financial Emergency Commission looks at whether or not a wide variety of options other than layoffs have been considered.
- Since the work of the Financial Emergency Commission could be blocked by non-cooperation from Board representatives and the Board is empowered to act unilaterally if the Commission fails to report, we've added that in the absence of a consensus report, members of the Commission can write their own reports and all of these together are considered the report of the Commission. A similar provision is made around the report of the Program Redundancy Committee, later in this Article.
- The President is no longer precluded from declaring a second financial emergency within 12 months if the first one doesn't hold water (for example, if sudden unexpected provincial budget cuts come down), but is still precluded from doing so for the same or substantially similar reasons.
- The recommendations from GFC that lead to changing/restructuring don't need to recommend that the university make major changes in its priorities.
- It requires 3 years rather than 2 of low enrolment to justify considering a declaration of program redundancy.
- The redundancy committee is already dominated by Board/GFC reps; we've eliminated the Board non-voting members and have reduced the ULFA ones from two to one.

- The redundancy committee doesn't have the right to close its meetings to members of the university community.
- Quorum for the redundancy committee is all voting members, and efforts will be made to accommodate the schedule of the ULFA rep also.
- We've agreed to eliminate retraining provisions, which were largely unrealistic for highly-specialised employees. We do still allow for someone to transfer to a position for which they can acquire the skills in a reasonable period.
- ULFA gets copies of notifications of vacant academic positions, along with Members who have been affected by program redundancy.
- Seniority is explicitly accumulated during leaves of absence with pay, and leaves covered by an SUB plan.
- Seniority is no longer limited by an Academic Career.
- The 12% of Members the VPA can choose to protect from layoffs is calculated only from active Members; the effect is that a lower number can be singled out in this way for inequitable treatment.
- ULFA gets copies of the cases made for retaining individuals, and of all written layoff notices.
- Members who have attained their "Academic Career" are no longer cut back from 12 months of severance pay to 4 in the event of layoffs.
- Faculty Members and Professional Librarians no longer have a separate right of first refusal for Instructor/AA positions that open up; all Members have equal ROFR for any academic position that opens up, except that there is a higher right for positions within the same academic unit.
- People who are recalled have one month instead of two to decide, but have at least six months instead of a reasonable period of not more than 12 months, to take up the position.

Article 26: Holidays

- Holiday names are updated. Municipal holidays aren't observed by the university.
- We added language saying that Members will ensure that the instructional time listed per academic course will be adhered to, unless trumped by other provisions in the CA or legislation.

Article 27: Vacations

- Members don't need to be accountable to the university when on vacation, specifically for the performance of duties.
- Payment in lieu of vacation is an option, to accommodate Sessionals and Members holding less than 0.5 FTE appointments.

Article 29: Travel Fund and Expenses for Board-Assigned Travel

- When someone makes use of the travel fund, they are expected to arrange for their classes to be covered or reschedule them, with no extraordinary expense to the Board or to students.
- Travel expenses apply to travel that has been assigned by the Board; such expenses do not come out of the Travel Fund.

Article 30: Research Fund

- Explicitly includes creative activities.

Article 32: Gradual Retirement & Reduced Load Status for Members other than Sessional Lecturers

- Members must be reminded of their rights to participation and accompaniment before signing a Gradual Retirement or Reduced Load agreement.
- There is a 20-day cooling-off period before any gradual retirement agreement becomes final.
- All Gradual Retirement Plans are copied to the Association; if it is shortened, that agreement is also copied to the Association.
- Reduced Load Status isn't available under the CA until the Member holds a probationary, tenured, or continuing appointment.
- All Reduced Load Status agreements are also copied to the Association.
- Members on Gradual Retirement or Reduced Load Status get a very thorough salary letter explaining all aspects to any adjustments they receive.
- Benefits are as in Schedule B, which pro-rates Professional Supplement and the Spouse/Dependent Tuition Benefit. We eliminated reference to Relocation Allowance since these are existing Members.

Article 33: Leaves of Absence, excluding Sessional Lecturers

- Time spent on leaves that have any pay/benefits count towards seniority. Leaves without pay interrupt the accumulation of seniority but don't reset it.
- Unpaid leave also doesn't count for ACY or toward probation, tenure, etc.
- Language is changed throughout to refer to medical leaves, medical conditions, and medical certificates.
- When going on medical leave, the supervisor should be informed before duties are affected if that is practicable.
- If Management has reason to doubt the medical capacity of the Member, they may require another examination and specify the type of professional required; this examination and a Medical Certificate will be at the cost of the Board, who receive the Medical Certificate.
- We don't kick someone to the LTD application process until 50 working days of medical leave (rather than 10).
- When someone applies for LTD, the Wellness Department helps them and provides updates to them and the Association during the processing of the application.
- The Dean is explicitly involved in coordinating the return to work of a Member who has been on LTD.
- A Member going on parental/mat leave needs to supply evidence that they are eligible for EI, not that they are already getting it.
- In language around adoption, "receipt" is replaced by "placement".
- The Dean doesn't have to go to the President for a mat/parental leave as long as eligibility is met.
- Agreement to alter the dates of a mat/parental leave shall not be unreasonably withheld.
- Maternity and Parental Leaves are adjusted to take into account changes to EI:
 - a) there is a one-week waiting period rather than 2 weeks, so the total period of mat leave is shortened from 17 weeks to 16 weeks
 - b) the available SUB Plan paid parental leave following a mat leave is increased from 3 weeks to 4 weeks, to keep the total period available at 20 weeks;

- c) extended parental leaves allow Members to take up to 18 months (roughly speaking) rather than a year of parental leave, with lower weekly payments from EI;
- d) an extra 8 weeks is available on an extended parental leave if the second parent takes at least 8 weeks, and an extra 5 weeks for a standard parental leave.
- The shorter waiting period from EI saves the Board \$562 on every maternity/parental leave, at no cost to our Members. However, we did get the extra \$225/week for anyone who takes a Maternity Leave followed by an extended parental leave, so they receive their full pay for the entire 20 weeks (this only affects the Board during the final 4 weeks when the extended parental leave benefits take over).
- We also added language to reflect that for someone not eligible for a regular maternity/parental leave who gets a leave at 50% pay, that 50% pay plus their EI benefits can't exceed 100% of their usual salary (this is to accord with EI regulations).
- We have agreed to several new categories of leaves, similar to leaves available under the Employment Standards Code.
- Personal Leave (which did exist already) is up to 5 Working Days (but may be extended by an "Other Leave"), and is now explicitly paid leave.
- Compassionate Care Leave is unpaid, and lasts up to 27 weeks. It must be taken to support a family member expected to die within 26 weeks. 2 weeks notice should be provided where practicable. More than one Member can apply to their Deans for concurrent Compassionate Care leave for the same relative.
- Domestic Violence Leave includes up to 5 Working Days paid, and another up to 5 unpaid. The Member has to have been employed here for 90 days, and an incident of domestic violence has to have occurred, as defined in the Code. "Reasonable" notice is to be given (they explicitly said verbally that this could be same morning).
- In Secondment/Exchange leave, the Board may specify responsibilities during the leave, but there should not be any duties as it's an unpaid leave.
- During any of the unpaid leaves except secondment/exchange, Members retain rank and tenure/continuing status, but otherwise none of the CA applies to them. They are responsible for all

premiums for benefits, although they may opt out of some.

Article 34: Sessional Lecturers

- Tenure-track positions are also included as a way of meeting continuing academic staffing needs.
- “other” communities are mentioned to allow for appointment of elders, for example.
- There will be a general list of opportunities for Sessionals listed on the HR Careers page every July 1, to include disciplinary areas and levels of instruction (not just “we’ll be hiring Sessionals”).
- Evaluation at another university counts for demonstrating teaching effectiveness.
- Sessionals may be hired to teach up to 3 courses in a year, which could mean more than one in a semester. If they are teaching more than one in a semester, they become Sessional IIs for all such courses.
- Summer Sessions can be included in Sessional contracts that cover multiple terms.
- The URL of the CA goes into the appointment letter. Also included are rank, the courses and any special requirements, and info about the cancellation fee. Sessional lecturer appointments will now specify a start date (eg Aug 1 for Fall appointments) early enough that the Sessional can access library and email for prep. 10% of the stipend (the part that would be forfeited for cancellation) will be paid for that prep work, in advance of the start of classes.
- To ensure right of first refusal, a Sessional has to write to the dean and include evidence of teaching effectiveness. at the conclusion of their appointment. The Sessional who has done this, and taught the same or similar course most often in the past 3 years, has the right of first refusal. In the case of a tie, the Dean can choose among those tied. If no one has a right of first refusal, or everyone with one has declined, the Dean can choose a candidate. The right of first refusal is also contingent on not having received an unsatisfactory evaluation for teaching from the university within the past 3 years.
- There are 2 ranks available for Sessional Lecturers. The default rank is Sessional I, but Sessional II applies if the person has not had an unsatisfactory evaluation in the past 3 years (from the university) and

at least one of:

- a) they've taught at least 5 courses here in those 3 years;
 - b) they've been a Sessional II before;
 - c) they've had any other academic appointment here before (Faculty Member/Prof Librarian/Instructor/AA);
 - d) they are teaching more than one course in a semester.
- Same language for teaching effectiveness as was agreed to in Articles 12 and 15. They have to submit evidence within 20 Working Days of the end of their appointment in order to qualify for the right of first refusal. The Dean assigns someone to provide a written evaluation based on this evidence. If that is less than satisfactory, they have 5 days to appeal (in writing, with reasons) to the Dean. The Dean's decision is final.
 - As in other evaluation processes, personal/social compatibility are not criteria.
 - As with other Members, they need to inform their supervisor of the need for a medical leave before it affects their duties if practicable.
 - Leave for special circumstances is no longer a subcategory of medical leave.

Schedule A: Salary Schedules and Stipends

- Floors for Faculty Members/Professional Librarians increase by \$2500 each of the two years. Floors for Instructors/AAs increase by \$1500 each year.
- The new Sessional II rank has a minimum stipend just under \$300 higher than the Sessional I stipend.
- Since the Board contributes full amounts into the merit pools and fund for people on reduced load/gradual retirement, but only actually pays them a reduced value (because their salaries are pro-rated), money is left in these pools and fund. This money is to be distributed as bonuses to Instructors/AAs who are at the cap, in proportion to the merit they earn (effective this July).
- The COLA formula has been deleted, and COLA is set to 0 for July 1 2018 and July 1 2019.
- The fee paid when a course is cancelled does not depend on the reason for the cancellation, or on who made the decision.
- Career Progress and Merit Increments explicitly bridge through July 1

of 2021, in recognition that those increments are based on work that has been completed within the period of this contract (the 2019-20 PAR). COLA does not bridge (it would be 0 anyway).

Schedule B: Economic Benefits

- It's effective for the life of the contract, and only a few of the provisions apply to Sessionals.
- We increased the dental coverage from the 2016 fee guide to the 2019 fee guide.
- Both the per-year allocation and the cap on professional supplement are prorated for people on reduced load etc.
- The spouse and dependent tuition benefit is prorated for Members on reduced load, more clearly.
- We agree that in the event of a strike or lockout, the Board continues benefits coverage but the Association undertakes to reimburse the costs that are incurred during the job action. (Waiving such repayment could be part of the negotiations.)
- Death benefits are moved into Schedule B, from Article 16 and the SLHB respectively.

Schedule H: Maternity/Parental Leave Examples

- Updated to reflect changes to EI and changes negotiated in Article 34.

New schedules:

- Sexual Violence;
- Board hiring ULFA staff;
- All suspensions grievable;
- Evidence for appeals;
- ACY resolution;
- Merit pools and fund.

All of these are MOUs that have been signed since the last round of negotiations. They will enter the CA as schedules. In the case of the ACY, we agreed to redact some parts that discussed the cases of individual members.

New Schedule: MOU on Student Evaluations of Teaching

- A working group (2 Board Reps, 2 ULFA reps) is established to consider how to implement the new language on student evaluations of teaching from Articles 12, 15, and 34. They are to report back within a year. In the interim, assessors will be provided with a copy of arbitrator Kaplan's ruling from Ryerson about the use of student evaluations of teaching, and their inherent biases.

New Schedule: MOU on Equity, Diversity and Inclusion

- We agree on overarching goals and principles about promoting these ideals and getting rid of things that hinder them, in the context of Academic Staff.
- We establish a Joint Equity Committee (2 Board reps, 2 ULFA reps, co-chairs chosen from these 4 people one from each side) to investigate equity issues in the context of academic staff, and to report annually to ULFA and the Board. We list basic principles of accommodation: what it is, what needs to be done to accommodate Members as needed.