

# UNIVERSITY OF ALBERTA

## TEMPORARY ADMINISTRATIVE AND PROFESSIONAL STAFF AGREEMENT

(replacing SESSIONALS AND OTHER TEMPORARY STAFF AGREEMENT)

**July 2017**

Pursuant to the *Memorandum of Understanding Concerning Comprehensive Collective Bargaining and Strike/Lockout Activity* reached between the University and the Association in June 2016, the Parties agree that the next round of collective bargaining between the Board and the Association shall require the adoption of a single, comprehensive collective agreement covering all staff members of the Association, replacing the seven academic Agreements currently in effect.

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## Recitals

WHEREAS The Board of Governors of the University of Alberta, of the first part, exercising authority given to it pursuant to the *Post Secondary Learning Act (Alberta)*;

AND WHEREAS The Association of the Academic Staff of the University of Alberta, of the second part, acting on behalf of each staff member,

HEREBY AGREE that this Agreement as hereinafter set forth constitutes the Agreement provided for in sections 87(1) and 87(3) of the *Post Secondary Learning Act (Alberta)* for those members of the academic staff who are designated as such by the Board of Governors of the University of Alberta:

NOW WITNESSETH THAT in consideration of the premises and the matters hereinafter contained, the parties hereto agree as follows:

### Article 1: Definitions and Abbreviations

- 1.01 "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 appointment as the officer has under the terms of this Agreement.
- 1.02 "Agreement" means this Agreement.
- 1.03 "Association" means the Association of the Academic Staff of the University of Alberta.
- 1.04 "Board" means the Governors of the University of Alberta.
- 1.05 "Day" or "Days" means Monday through Friday, but does not include a day when the University buildings are closed. Reference in this Agreement to week, month and year shall refer to the calendar period.
- 1.06 "Dean" means the chief executive officer of a Faculty.
- 1.07 "Department" means the academic unit of a Faculty, established as such by the Board..
- 1.08 "Department Chair" means the chief executive officer of a Department.
- 1.09 "Faculty" means the academic unit of the University established as such by the Board..
- 1.10 "Faculty Council" means the council created by that name in accordance with section 28 of the *Post Secondary Learning Act*, for the purposes of this Agreement voting on decisions required by this Agreement shall be restricted to the academic staff members in the Faculty.
- 1.11 "President" means the President of the University.
- 1.12 "Provost" means the Provost and Vice-President (Academic) of the University.
- 1.13 "Staff member" means a person who has been appointed to a position on the academic staff of the University for a fixed term. This term includes all the categories enumerated in Article 6.03.
- 1.13 "Supervisor" means the person to whom a staff member reports
- 1.14 "Vice-President" means the Vice-President to whom the Supervisor or Dean reports and is accountable.
- 1.15 The following abbreviations are used in this Agreement:
  - a) ARC means the Agreement Review Committee created in 2.05 and 2.06,
  - b) GFC means the General Faculties Council of the University.
- 1.16 "University" means University of Alberta.

## **Article 2: Term of Agreement and Agreement Review Committee**

- 2.01 This Agreement is binding upon the Board, the Association, and each staff member.
- 2.02 This Agreement expires on June 30, 2018 (the "Expiration Date"), however, if notice to bargain is not given in accordance with 19.02, the Expiration Date of this Agreement shall be deemed to be extended by one year.
- 2.03 There shall be no strike or lockout during the term of this Agreement.
- 2.04 Minor editorial corrections in this Agreement, or to any of its Appendices, may be made by mutual agreement of the parties during the term without ratification by the Association and the Board, provided that such changes are reduced to writing and executed by the signing officers of the parties to this Agreement. Any other changes made by mutual agreement of the parties during the term shall be subject to ratification.

### **Agreement Review Committee (ARC)**

- 2.05 There shall be an ARC which shall:
- a) consider and reach agreement on interpretations to this Agreement (Article 25);
  - b) serve as a joint reference body for consideration of matters which affect the contracts of staff members.
- 2.06 The ARC shall consist of four (4) members appointed by the Board and four (4) members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall inform the other in writing of the names of its appointed members and of changes thereto.
- 2.07 The Board and the Association shall each have one vote on ARC.
- 2.08 Matters referred to ARC under 2.05 (b) may be brought forward by the Provost or by the President of the Association.
- 2.09 ARC shall meet as frequently as necessary to consider matters proposed by either the Board or the Association.
- 2.10 Both the Board and the Association may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.
- 2.11 Decisions reached by ARC shall be binding on the Board and the Association and on individual staff members.

## **Article 3: Academic Freedom and Access to Information**

- 3.01 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.
- 3.02 The University expects each staff member to engage in these endeavours.
- 3.03 The parties to this agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrine. Academic freedom does not confer legal immunity; nor does it diminish the obligation of members to meet their responsibilities to the University as set out in Article 7 (University responsibilities).
- 3.04 Members have the right to publish the results of their research without interference or censorship by the institution or its agents.

## **Access to Information**

- 3.05 A staff member shall have access, with reasonable notice, to the records of all personal information pertaining to the staff member, except:
- a) to confidential evaluations regarding the staff member's application for employment;
  - b) to confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of Articles 13, 14 and 15;
  - c) to portions of the record that would not be released under the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 3.06 The staff member may request of the custodian of files that the staff member be permitted to examine the staff member's personal files in that office. Such examination shall be during working hours. During the examination, the staff member shall be accompanied by the custodian, or delegate. The staff member shall not remove the file from the office, and subject to 3.07 and 3.08, shall not change anything in the file.

## **Right to correct information**

- 3.07 A staff member may request that information in a record pertaining to the staff member be corrected.
- 3.08 If the information in the record is opinion, the staff member may submit an annotation which shall be linked to a record. If a request that information in a record be corrected is not accepted, the staff member may submit an annotation which shall be linked to the record.

## **Article 4: Association Recognition**

- 4.01 In accordance with the provisions of 60(2) of the *Post-Secondary Learning Act*, a staff member becomes a member of the academic staff, and a member of the Association on the date of appointment.
- 4.02 Association dues shall be deducted from the staff member's pay and shall be remitted to the Association.
- 4.03 A staff member may, annually in writing, request the appropriate University Officer to remit amounts otherwise payable as Association dues to a program which is related to and administered by the University. The specific cause shall be selected from time to time by the executive of the Association and the Provost.

## **Article 5: Delegation**

- 5.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of this Agreement (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article 6—Appointments
  - b) Article 7—Renewal of Appointment
  - c) Article 12—Evaluation
  - d) Article 13—Discipline
  - e) Article 14—Investigation of Complaints
  - f) Article 27—Lay Off
- 5.02 The authority of any party described in Article 4 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.
- 5.03 A senior administrator of the University may delegate to another senior administrator of the University or to a staff member any of the responsibilities assigned in this agreement to the senior

administrator, subject to approval in writing by the administrator to whom the senior administrator reports.

- 5.04 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.
- 5.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- 5.06 If, in this Agreement, 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 6: Appointments**

- 6.01 The appointment of a staff member in a Faculty shall be made by the Dean; the appointment of a staff member not in a Faculty shall be made by the appropriate Vice-President. The appointment of a staff member shall be evidenced by the letter of appointment, an example of which is shown in Appendix B.
- 6.02.1 The parties to this Agreement agree that, where possible, persons holding doctoral level qualifications or the equivalent professional qualifications shall receive preferential consideration in making appointments.
- 6.02.2 The parties agree that appointments shall be based on merit, taking into account the special considerations outlined in 7.02.2.
- 6.03 The appointment of a staff member shall be for the term stated in the letter of appointment to a
  - a) [Vacant]
  - b) [Vacant]full and part-time limited term appointments for professional and administrative duties and for librarian duties and shall include rolling term appointments.

### **Special Conditions**

- 6.04 A Dean or Vice-President may appoint a staff member with special conditions which are at variance with the terms of this Agreement provided:
  - a) the variations are in writing and are included in or appended to the letter of appointment; and,
  - b) the variations have been approved in writing by the Vice-President after consultation with the President of the Association and prior to the offer being made.
- 6.05 The Vice-President may approve special conditions which are at variance with the terms of this Agreement and which are agreed to subsequent to the original appointment of a staff member provided:
  - a) the variations have been recommended by a Dean and are approved in writing by the staff member; and,
  - b) the Vice-President has consulted with the President of the Association prior to approval.

### **Removal Grants**

- 6.06 A staff member appointed on a full-time basis upon appointment may be eligible for a removal grant toward expenses necessarily and reasonably incurred in moving to Edmonton which shall be based on removal from the place of residence. Regulations governing removal grants shall be established from time to time by the Board after consultation with the Association and are appended to this Agreement as Appendix C.

### **Basic Conditions**

- 6.07.1 A staff member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.

- 6.07.2 A staff member shall be provided with a University library card with the termination date of such card to be the later of the termination date of the staff member's contract of appointment or the next following August 31.
- 6.08 [Vacant]
- 6.09 [Vacant]
- 6.10 [Vacant]

### **Article 7: Renewal of Appointment**

- 7.01.1 Following an assessment of satisfactory performance, a staff member who has an appointment for a rolling term shall have the terms of the appointment extended by one year (in the case of persons appointed on a 12 month basis), or one complete term (in the case of persons appointed on recurring terms of less than 12 months).
- 7.01.2 A staff member who has an appointment for a rolling term and who receives an assessment of unsatisfactory performance shall be provided notice that the contract will terminate on the next following June 30 (or an earlier date for persons whose recurring terms end on a date prior to June 30). If the assessment is not completed by April 1, the staff member shall receive a minimum of three months' notice of termination.
- 7.01.3 Notwithstanding 7.01.1, when the need ceases for the position held by a staff member on a rolling term contract, or when the funding for the appointment is no longer available or sufficient, the Dean or Vice-President shall so inform the staff member, in writing. The appointment of the staff member shall terminate on the next following June 30. If the information is not provided by April 1, the staff member shall receive a minimum of three month's notice of termination. The staff member shall receive a severance allowance in accordance with 27.04.
- 7.02.1 If a department has positions for full-time temporary staff available in the next following academic year, present staff members holding such appointments may apply for such appointments and, if they apply, shall receive first consideration.
- 7.02.2 If a department has positions for part-time temporary staff available in the next following academic year, present staff members may apply for such appointments and if they apply, shall receive full consideration, along with graduate students, recent graduates from the department, post-doctoral fellows, and persons holding visiting appointments in the department.

### **Article 8: University Responsibilities**

- 8.01 The general duties of a staff member shall be specified in the letter of appointment. A job description shall be attached to the letter of appointment. Specific duties shall be assigned by the Supervisor.
- 8.02 [Vacant]
- 8.03 [Vacant]
- 8.04 [Vacant]
- 8.05 [Vacant]
- 8.06 [Vacant]

#### **Service**

- 8.08 The degree of participation in the governance of the University and other service responsibilities may vary from staff member to staff member and from time to time. Participation may be initiated by the staff member.

#### **Dispute Resolution**

- 8.09 If there is a dispute with respect to staff member's responsibilities, the staff member shall have recourse to the Supervisor, the officer to whom the Supervisor reports, and to the appropriate Vice-President. The decision of the Vice-President shall be final and binding.

### **Article 9: Supplementary Professional Activities (SPA)**

#### **All Staff Members**

- 9.01 This Article shall apply to all full-time staff members.

#### **Scope and Context of SPA**

- 9.02 A staff member who is a full-time employee has a primary obligation to fulfil University responsibilities. The staff member shall remain current with recent developments in the discipline through personal professional development.
- 9.03 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.
- 9.04 Subject to the provisions of this Article, a staff member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the staff member's primary responsibilities.

#### **Definition of SPA**

- 9.05 Without restricting the generality of the term SPA, this category shall include any of the following:
- a) employment in any capacity by another employer including the carrying out of teaching duties, e.g., summer session at another university;
  - b) consulting;
  - c) personal services contract;
  - d) private practice of the staff member's profession, e.g., medicine, nursing, law, etc.

#### **Approval of SPA**

- 9.06 A staff member shall obtain written approval of the Supervisor prior to undertaking major SPA. Prior to approving SPA, the Supervisor shall ensure that primary University responsibilities will be performed satisfactorily.
- 9.07 If there is a dispute with respect to a staff member's SPA, the staff member shall have recourse to the Dean and the Vice-President, in that order. The decision of the Vice-President shall be final and binding.
- 9.08 The conditions governing SPA are set out in Appendix D.

### **Article 10: Copyright**

- 10.01 Pursuant to the *Post Secondary Learning Act* (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.
- 10.03 Notwithstanding 10.02, the University will own or have interest in certain Works, as described in Appendix B.
- 10.04 Appendix B contains the detailed terms regarding Works created by a staff member.

## **Article 11: Patents**

- 11.01 A discovery or invention made by a staff member, which has patent possibilities, may be patented in accordance with the University Patent Policy (Appendix F) either through individual application or through the University.
- 11.02 The provisions of the University Patent Policy shall apply to the sharing of revenues earned from a patent and to other questions arising from an application by the staff member.

## **Article 12: Evaluation**

- 12.01 The performance of a staff member shall be evaluated in accordance with this Article.
- 12.02 [Vacant]
- 12.03 [Vacant].
- 12.04 [Vacant]
- 12.05 [Vacant]
- 12.06 [Vacant]
- 12.07.1 [Vacant]
- 12.07.2 [Vacant]
- 12.08.1 [Vacant]
- 12.08.2 [Vacant]
- 12.08.3 [Vacant]
- 12.09 [Vacant]
- 12.10 The Supervisor shall be responsible for the evaluation procedures.
- 12.11 Staff members in the Library may be reviewed in accordance with procedures for evaluation recommended by Library Council and approved by the Provost following consultation with the Association.

### **Procedures for Review**

- 12.12 The review of performance shall be based on criteria of performance set out in the staff member's job description and assignment of duties.
- 12.13 The Supervisor shall meet with the staff member to discuss performance, if the staff member so requests.
- 12.14 The Supervisor shall determine whether performance was:
  - a) exemplary,
  - b) satisfactory, or
  - c) unsatisfactory.

### **Timing**

- 12.15 Evaluation shall be concluded prior to June 30 for assessing all performance in the previous academic year and decisions shall be conveyed to the staff member in writing by July 15.

### **Application**

- 12.16 The evaluation and decision shall be used:
  - a) to provide a formal appraisal of services;

- b) to award increments in accordance with 17.07;
- c) to decide on the extension of rolling term appointments in accordance with 7.01;
- d) as information to determining future appointments under this Agreement.

### **Article 13: Discipline**

#### **Administrative Discipline**

- 13.01 The Association acknowledges the administrative responsibilities and functions of the Board to impose discipline, in particular, the delegation of disciplinary powers and duties to appropriate officers (Department Chairs, Deans, and Supervisors) as provided for in Article 5 of the Agreement. Accordingly, Deans, Department Chairs or Supervisors may investigate the actions of staff members and take appropriate disciplinary action when such discipline is warranted.
- 13.02 In the event that the officer imposes discipline, the penalties imposed shall conform with those set out in 14.07 and shall be subject to grievance under Article 24.

### **Article 14: Complaints**

#### **Written Complaints About Staff Members**

- 14.01 Any person may make a written complaint to the Provost about the conduct of a staff member, including in the complaint a description of the act or omission complained about.

#### **Notifying the Staff Member of the Complaint**

- 14.02 On receipt of a written complaint, the Provost shall:
- a) send a copy of it to the staff member; and,
  - b) inform in writing the staff member of his or her right to ask for advice from the Association

#### **Response to the Complaint**

- 14.03 The staff member may make written response to the complaint to the Provost within 10 days of the date the staff member receives it.

#### **Meeting to Discuss the Report and Response**

- 14.04 The Provost shall offer to meet with the staff member concerned.
- 14.05 Both the Provost and the staff member may have an advisor at the meeting, but each party shall, not later than the day before the meeting is to be held, inform the other who the advisor will be.

#### **Decision of the Provost**

- 14.06 Whether or not there is any response or any meeting, the Provost shall,
- a) dismiss the complaint; or
  - b) penalize the staff member in accordance with 14.07, stating the effective date on which the penalty is imposed. Such decision shall be final and binding, subject to 14.13.

- 14.07 The penalty may include one or more of the following:

- a) a letter of reprimand;
- b) a fine;
- c) a reduction in salary;
- d) suspension with or without pay;
- e) dismissal; or
- f) other appropriate penalty.

- 14.08 Provost shall advise the staff member of the decision, in writing, and shall inform the complainant and the Association of the decision.

#### **Staff Member's Request for Arbitration Reference**

- 14.09 If the decision of the Provost is to impose a penalty, the staff member may, in writing, request the Association to refer the matter to arbitration, but the request may only be made within 10 days of the date that the decision was delivered to the staff member.

#### **Association's Options**

- 14.10 On receipt of a request by a staff member to refer a matter to arbitration, the Association may:
- a) take no action on the matter; or
  - b) refer to arbitration the decision or the penalty, or both.
- 14.11 Within 20 days of receiving a request by the staff member to do so, the Association shall inform the Provost by written notice whether or not it wishes the decision, the penalty or both to be referred to arbitration.
- 14.12 Article 26 applies to a matter referred to arbitration under this Article.

#### **Effective Date of Penalty**

- 14.13 The effective date of the penalty shall be determined by the Provost in making the decision in 14.07 unless 14.14 applies.
- 14.14 If the Association has decided to submit the matter to arbitration, the effective date shall be as determined by the Arbitrator unless the Provost imposes an earlier date, which the Provost is empowered to do:
- a) in cases involving suspension or dismissal, where health, safety or welfare of the University campus community is involved or the actions under review involve an immediate threat to the functioning of the University; or
  - b) in cases alleging abandonment of employment.

### **Article 15: Termination**

- 15.01 The term of an appointment shall be indicated on the letter of appointment (Appendix B). There is no obligation on the University to extend the appointment beyond that term or to reappoint the staff member.
- 15.02 A staff member may resign during the term of appointment. The staff member is encouraged to give one (1) month's notice, in writing, to the Dean or the Vice-President who made the original appointment.
- 15.03 On termination, a staff member must return all University property to the appropriate departmental officer.

### **Article 16: Collective Bargaining**

#### **Time Lines**

- 16.01 The parties may vary the timelines under this Article by mutual agreement.

#### **Notice to Commence Collective Bargaining**

- 16.02 By December 1 of the year preceding the Expiration Date, either party may give the other notice in writing of its intent to commence collective bargaining.
- 16.03 The written notice from one party to the other for the purpose of commencing collective bargaining shall contain or be accompanied by a statement showing the name and addresses of not more than seven (7) persons authorized to do all of the following on behalf of the Board or the Association:
- a) bargain collectively;
  - b) conclude an Agreement; and
  - c) sign an Agreement.

One of the 7 persons authorized to negotiate for the party providing the written notice shall be designated as Lead Negotiator.

- 16.04 By January 15 following the receipt of the written notice to commence collective bargaining, the receiving party shall, by notice in writing to the other party, name not more than seven (7) persons authorized to do all of the following on its behalf:
- a) bargain collectively;
  - b) conclude an Agreement; and
  - c) sign an Agreement.

One of the 7 persons authorized to negotiate for the receiving party shall be designated as Lead Negotiator.

- 16.05 As part of the notice to commence collective bargaining, each party shall inform the other of the process it shall follow to ratify the negotiated Agreement. This process shall remain in effect for the duration of the collective bargaining process.
- 16.06 Notice for the purpose of commencing collective bargaining shall be addressed in the case of the Board to the Provost and in the case of the Association to the President of the Association. In the case of the Board, notice may be served on the Provost in person or by email. In the case of the Association, notice may be served on the President or the Executive Director in person or by email.
- 16.07 Any changes with respect to the persons specified in 19.03 or 19.04 shall forthwith be communicated in writing to the other party to the collective bargaining process.

#### **Commencement of Negotiations**

- 16.08 By February 1st following the written notice in accordance with 19.04, the parties shall meet for the purpose of exchanging collective bargaining proposals. Proposals shall include a complete list of the items that each party wishes to negotiate and set forth each party's position on the items within their respective proposals.
- 16.09 The parties shall bargain collectively in good faith and make every reasonable effort to enter into an Agreement.
- 16.10 Each party may invite consultants and resource persons to attend negotiating sessions.

#### **Settlement and Ratification**

- 16.11 Where a settlement has been reached, the parties shall refer it to the Board and to the Association for ratification.
- 16.12 If an Agreement is reached but not ratified by one or both parties, collective bargaining shall resume in an effort to achieve a settlement of unresolved bargaining issues. In such case the parties shall continue to bargain collectively in good faith and make every reasonable effort to enter into an Agreement.
- 16.13 The parties may mutually agree to a binding settlement of unresolved bargaining issues by referral to a binding interest arbitration board.

#### **Effect of the Collective Agreement**

- 16.14 The provisions of the Agreement are binding on:
- a) the Association and every staff member on whose behalf it has bargained collectively; and
  - b) the Board.
- 16.15 If the Agreement is for an unspecified term, the Agreement is deemed to provide for its operation for a term of one year from the date on which operation commences.
- 16.16 When the terms and conditions to be included in the Agreement have been concluded by ratification or by binding interest arbitration, the parties shall incorporate the terms and conditions into an Agreement, and each party shall sign the Agreement

## Article 17: Salaries

17.01 [Vacant]

17.02 [Vacant]

17.03 [Vacant]

17.04 The minimum salary for a staff member performing Librarian duties and who is full-time shall be the same as the minimum salary for Librarian 1 in the tenure-track. The salary minimum for such a staff member who is part-time shall be proportional to the foregoing.

17.05 Salary rates for temporary staff performing administrative or professional duties shall be determined by the following procedures:

- a) Prior to making an offer of appointment, the appointing officer shall discuss an appointment salary range with the Provost or his designate. The primary purpose of this consultation is to maintain salary equity in temporary staff appointments.
- b) Where required, the appointing officer may request a variation in the range for market or recruitment reasons.
- c) A temporary staff member may submit a written request for a review of the salary, citing reasons for such request.
- d) On receipt of a request for salary review, the Vice-President or his designate shall conduct a review and may adjust the salary levels.

### Minima

17.06.1 The rates in articles 17.04 to 17.05 are minima. Salary levels above the minimum shall continue to be possible. For staff members holding existing contracts of employment, which are more beneficial than these minima, the existing contract shall continue to apply.

17.06.2 Salary levels shall be determined and paid in accordance with the guidelines outlined in Appendix G.

### Increments

17.07.1 A staff member shall receive an increment if re-appointed to a subsequent term appointment, provided:

- a) that the evaluation of performance in the preceding year was at least satisfactory, and
- b) provided the staff member has received no more than five increments in the past.

Additional increments may be awarded at the decision of the appointing officer.

17.07.2 Increments shall take effect on July 1 or on the first date of reappointment after July 1 following the period of service covered by the increment.

17.07.3 The value of increments shall be:

- a) [Vacant]
- b) [Vacant]
- c) [Vacant]

3% of the base salary for staff paid under 17.05.

## Article 18: Benefits

18.01 The Board and the Association have, through negotiations, provided various benefit programs for staff members. A Benefits Guide shall be published from time to time to provide detailed information about these programs. In the case of insured benefit programs, details of such are subject to the contracts between the Board and the carrier; however, the Association shall be consulted on such contracts and changes thereto and on changes of carriers. A copy of all insurance contracts and other benefit policies shall be provided to the Association.

## **Statutory Benefits**

- 18.02 In accordance with federal and provincial statutes, the Board provides statutory benefits, including:
- a) Canada Pension Plan;
  - b) Employment Insurance; and
  - c) Workers' Compensation.
- 18.03 If required by law, contributions from staff members to statutory benefits shall be deducted from salary cheques.

## **Vacation**

- 18.05.1 Each staff member whose term of appointment is for twelve months or longer shall be entitled to an annual vacation of twenty-two days.
- 18.05.2 Each staff member whose appointment is for less than twelve months shall receive pay in lieu of vacation equal to 4 percent of salary payable.
- 18.05.3 The time of vacation shall be approved by the Supervisor. Disputes concerning vacation time shall be referred to the Dean or the appropriate Vice-President; disputes not resolved by the Dean or the Vice-President shall be referred to the Provost for resolution and the decision of the Provost shall be final and binding.
- 18.05.4 Salary in lieu of vacation shall not be paid to staff members except as indicated in 18.05.2.
- 18.05.5 Unused vacation time may not be carried forward from year to year without the advance written consent of the Vice-President or Dean.

## **Pension**

- 18.06 The Board shall pay to staff members whose appointment is for 12 months or longer and who are full-time and who are not participating in the UAPP, a monthly amount equivalent to the employer contributory rate to UAPP for current service.
- 18.07 Notwithstanding 18.06, a staff member who is a participant in the UAPP on September 1, 1998 and who wishes to continue to be a participant, shall be eligible to do so or, at the staff member's option, may opt for the benefit under 18.06. If the staff member opts for the benefit under 18.06, the staff member shall inform the Employee Programs Office, Human Resource Services, in writing of the decision not later than September 30, 1998. If the staff member does not opt for the benefits under 18.06, participation in the UAPP shall continue.

## **Benefits**

- 18.08 A staff member whose appointment is for 8 months or longer and who is full-time, shall participate in the benefit plans set out in Appendix H, in accordance with eligibility restrictions stated therein. These benefits are Alberta Health Care Insurance, Supplementary Health Care, Professional Expense Reimbursement, Remission of Tuition Fees, Life Insurance, Dental Care, and Long Term Disability Insurance.
- 18.09 A staff member whose appointment is part-time or is less than 8 months in duration is currently not eligible for the benefit programs. The parties to this Agreement agree that the Board-AAS:UA Benefits Advisory Committee (or another committee established for this purpose) shall review the possibility of establishing benefit programs designed to meet the needs of temporary and part-time staff and to report, if possible, by January 15, 1999.
- 18.10 In lieu of the benefit programs, the Board shall pay to a staff member whose appointment is part-time or is for less than 8 months in duration, an amount equal to 1% of salary.

## **Eligibility**

- 18.11 A staff member who has reached the age of 65 shall not be eligible for benefits under Alberta Health Care, Supplementary Health Care, Dental Care, Life Insurance, and Disability Benefits, and shall be required to coordinate other benefits with benefits provided by governments.

- 18.12 A staff member who has been granted leave with full pay or childbirth leave shall remain eligible for full participation in the benefit programs under this Article.
- 18.13 A staff member who is not eligible for Alberta Health Care because of a failure to meet residency requirements is not eligible for coverage under Alberta Health Care or Supplementary Health Care. Such a staff member is eligible to participate in the University's Health Insurance Plan as set out in Appendix H in accordance with eligibility restrictions stated therein.

#### **Article 19: Death in Service**

- 19.01 In the event of the death of a staff member, the Board shall pay to the staff member's estate a death benefit equivalent in value to the staff member's salary for the month in which the staff member dies, plus one additional month's salary regardless of the month in which the staff member dies, but shall not exceed the salary payable from the date of death to the end of the contract of appointment. Such payment shall be in full payment of salary and vacation entitlement.
- 19.02 Pending further decision of the Board with notice to staff members, the Board shall provide an insurance policy which shall pay to the estate of the staff member or to the staff member the sum of \$100,000.00 for any accident resulting in death or up to \$100,000.00 for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy. Details may be obtained from the Financial Services Office.

#### **Article 20: Medical Leave**

20.01.1 In this Article:

- a) "medical leave" includes leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the staff member from performing the duties the staff member was performing immediately prior to the commencement of the sickness or injury; and
- b) "medical certificate" means a certificate verifying the medical condition signed by a qualified physician.

20.01.2 In this Article, 20.02 to 20.07 apply to staff members on full-time contracts for 12 months or longer and 20.08 to 20.11 apply to staff on part-time appointments or full-time appointments for fewer than 12 months.

20.01.3 Notwithstanding the following, a staff member's entitlement to medical leave shall not extend beyond the end date of the staff member's contract of appointment.

#### **Staff Members on Full-time Appointments for 12 Months or Longer**

- 20.02 Medical leave for fewer than 20 days is a departmental matter. The staff member shall inform the Supervisor of the medical leave and provide an estimate of its duration. The Supervisor may require the staff member to provide a medical certificate.
- 20.03 If a staff member has been on medical leave and absent from duties for 20 days or if the staff member expects that the medical leave will result in an absence of more than twenty days, a medical certificate shall be filed with the Supervisor. The medical certificate shall specify the nature of the leave and provide an estimate of the duration of the absence.
- 20.04 The Supervisor shall provide a copy of the medical certificate to the Dean and to the appropriate Vice-President. Subject to 20.13, the Vice-President shall formally advise the staff member that he or she is on medical leave, with the effective date of the leave to be the date the staff member was first absent from duties as a result of the illness or injury.
- 20.05 During medical leave, the staff member shall remain on full pay and benefits.
- 20.06 A staff member is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has

been a period of at least 26 consecutive weeks of service following a previously authorized medical leave.

- 20.07 If the medical leave is expected to exceed 26 weeks, in aggregate, the staff member shall apply for disability benefits pursuant to 20.14(a). If the staff member's application is approved, the staff member shall be placed on disability leave. If the application is not approved, the staff member shall return to regular responsibilities.

#### **Staff on Part-time Appointments or Full-time Appointments for Fewer Than 12 Months**

- 20.08 Short term medical leave for fewer than 10 days is a departmental matter. The staff member shall inform the Supervisor of the medical leave and provide an estimate of its duration. The Supervisor may require the staff member to provide a medical certificate.
- 20.09 If a staff member has been on medical leave and absent from duties for 10 days, or if the staff member expects that the medical leave will result in an absence of more than 10 days, a medical certificate shall be filed with the Supervisor and the staff member shall apply for benefits in accordance with the provisions of the Employment Insurance Act. The staff member shall be placed on medical leave without pay.
- 20.10 The Supervisor shall provide a copy of the medical certificate to the Dean and to the appropriate Vice-President. Subject to 20.13, the Vice-President shall formally advise the staff member that he or she is on medical leave, with the effective date of the leave to be the date the staff member was first absent from duties as a result of the illness or injury.
- 20.11 The period of leave on full pay and benefits is limited to a maximum of 10 days.

#### **Recurrent Illnesses**

- 20.12 A staff member is eligible for medical leave under this Article for no longer than 26 weeks in aggregate for each sickness or injury. A new medical leave is deemed to have occurred if there has been a period of at least 26 weeks of service following a previously authorized medical leave.
- 20.13 If there is doubt about the medical capability of the staff member to perform the regular University responsibilities, the staff member or the Supervisor may recommend to the appropriate Vice-President that the staff member be examined by a qualified physician. After consultation with the Association, the Vice-President may require that the staff member be examined by a qualified physician selected by the Vice-President.
- 20.14 Following examination of the staff member, the qualified physician shall submit a report to the Vice-President on the medical condition of the staff member, including a statement as to whether or not the staff member is medically capable of performing the responsibilities of a staff member and, if not, an estimate of when the staff member would be able to resume those responsibilities.
- 20.15 If a medical examination is required under 20.09, the staff member shall authorize the release of any medical records to the qualified physician selected from any previous medical examinations should the physician so request. The staff member shall also authorize the examining physician to release the medical report referred to in 20.10.
- 20.16 Upon receipt of the report of the qualified physician, the Provost shall take appropriate action including, but not restricted to, the following:
- a) placing the staff member on medical leave;
  - b) requiring the staff member to continue on Medical leave;
  - c) requiring the staff member to perform regular University responsibilities;
  - d) requiring the staff member to apply for disability benefits;
  - e) requiring the staff member to participate in any treatment program prescribed by the qualified physician.

## Article 21: Leaves

### Childbirth Leave

21.01.1 For the purposes of 21.01 to 21.09, "EI" shall mean "Employment Insurance" or "Human Resources Development Canada – Employment Insurance."

21.01.2 Notwithstanding the following, a staff member's entitlement to childbirth leave shall not extend beyond the end date of the staff member's contract of appointment.

### Purpose

21.02 The purpose of childbirth leave is to provide a female staff member with leave for the purpose of bearing a child.

### Length of Leave

21.03 A female staff member shall be entitled to childbirth leave of up to 15 weeks in accordance with the provisions of this Article.

### Application

21.04 A female staff member who intends to apply for childbirth leave shall inform her Supervisor in writing as soon as possible. The Supervisor shall so advise the Dean and the appropriate Vice-President and the latter shall formally advise the staff member that she has been granted childbirth leave and the terms thereof.

21.05 A staff member who wishes childbirth leave shall formally apply for EI Maternity Benefits on or about the last day of active work and shall present to the University the decision of EI and the terms thereof as soon as that decision has been reached.

21.06 If EI does not approve the application under 21.05, childbirth leave shall not be granted with Top Up Benefits.

### Top Up Benefits Payments

21.07 The Top Up Benefits payments to a staff member who has been granted childbirth leave shall be as follows:

- a) If EI has determined that there shall be a two-week waiting period before EI Maternity Benefits begin, the staff member's Top Up payments during the two-week period shall be 95% of regular salary (less deductions) to be funded, in full, by the University's Top Up Benefits plan. For the balance of the period of childbirth leave (up to 13 weeks), the staff member's Top Up payments shall consist of EI Maternity Benefits plus Top Up payments from the University with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
- b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the staff member's benefits payments (up to 15 weeks) shall consist of EI Maternity Benefits plus Top Up payments from the University with such Top Up payments to be sufficient to bring total benefits payments to 95% of regular salary.
- c) Full coverage under the benefits listed in 18.08 or 18.09.

21.08 A staff member who is in receipt of EI Maternity Benefits under 21.07 shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to authorize release of Top Up payments under 21.07.

21.09 Notwithstanding the provisions of 21.03, where a staff member whose physician certifies that, for medical reasons, the staff member should be absent from University duties for more than the 15 weeks provided under Childbirth Leave, an extension of that leave shall be permitted if EI approves an application by the staff member for such an extension. Should this occur, the staff member shall receive additional EI Maternity Benefits and payments under the Top Up Benefits plan shall continue under 21.07 until the expiry of EI Maternity Benefits.

### Other Leaves

21.10 The Vice-President may grant leave with pay, with partial pay, or without pay to staff members for prescribed periods and purposes.

- 21.11 The Vice-President may approve secondment of staff members to other employers or agencies.
- 21.12 A staff member may apply for such leave or for secondment to the Vice-President who shall:
- a) obtain and consider the recommendations of the Supervisor; and
  - b) determine whether or not to approve the application. The decision of the Vice-President shall be final and binding.

#### **Article 22: General Liability Insurance**

- 22.01 The Board has in place a General Liability Insurance Policy to protect the University and its staff members against certain risks to certain limits. A copy of the Policy shall be delivered to the Association. The Board continues to review the Policy to vary coverages and limits. Staff members are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of individual staff members, such staff members shall make their own insurance arrangements.

#### **Article 23: Indebtedness to the University**

- 23.01 Where a staff member is indebted to the Board and where other acceptable arrangements have not been made with respect to repayment, the Board is entitled to deduct the amount of such debts from the salary due and payable to the staff member.

#### **Article 24: Grievance**

- 24.01 A grievance is an allegation that there has been a violation or improper application of the terms of this Agreement.
- 24.02 Disputes, for which there are specific dispute resolution mechanisms provided in this Agreement (8.09, 9.07, 14.10-14.12, 16.10, 25.03, 26), shall not be resolved by the procedures under this Article.
- 24.03 A grievance may be initiated by the Association a) at its own behest, b) on behalf of a staff member, or c) on behalf of a group of staff members.
- 24.04 The grievance process shall be initiated by the Association within 60 days of the date on which the violation or improper application is alleged to have occurred.
- 24.05 The grievance process is as follows:
- 24.05.1 a) Before submitting a formal grievance, the Association shall attempt to resolve the matter by meeting with the appropriate Supervisor.
- b) The Supervisor shall consider the matter and within 15 days of any meeting under a), shall submit a written report to the Association.
- c) If the Association accepts any proposal for resolution in the report under b), the matter ends; if not, the matter shall proceed under 24.05.2.
- 24.05.2 a) If the matter is not resolved under 24.05.1, the Association may, within 15 days of receipt of the report under 24.05.1(b), submit a formal grievance to the Dean or to the Vice-President to whom the Supervisor reports.
- b) The formal grievance shall have the following components:
- 1) It shall be in writing and refer to the provision in the Agreement which is alleged to have been violated or improperly applied;
  - 2) It shall summarize the evidence generating the matter; and
  - 3) It shall state the relief or remedy sought.

- c) The Dean or the Vice-President shall investigate the formal grievance and, within 15 days of receipt of the formal grievance, shall submit a written report, including a recommendation for resolution, to the Association.
  - d) If the Association accepts the recommendation under (c), the matter ends; if not, the matter shall proceed under 24.05.3 or under 24.05.1.
- 24.05.3 a) If the Association does not accept the recommendation of a Dean under 24.05.2(c), it may refer the matter to the Provost, provided such referral is within 15 days of receipt of the report under 24.05.2(c).
- b) The Association and the Provost shall meet within 10 days of referral under a) to attempt to resolve the matter.
  - c) If no resolution is made under (b), either the Association or the Vice-President may, within 30 days of agreeing to disagree, refer the matter to arbitration under Article 29.
- 24.05.4 a) If the Association does not accept the recommendation of a Vice-President under 24.05.2(c), the Association and the Vice-President shall meet within 10 days to attempt to resolve the matter.
- b) If no resolution is made under a), either the Association or the Vice-President may refer the matter to arbitration under Article 29.
- 24.06 All dates and times in this Article may be varied by the mutual consent of the parties.
- 24.07 Failure of either party to act within the time periods required by this Article, or as altered by 24.06, may, within 5 days of such failure, be drawn to the attention of the party failing to act. If the Association does not respond within 10 days, the failure to act shall indicate acceptance of any proposed resolution. If an administrator/Vice-President does not respond, the Association may proceed to arbitration under Article 29.

#### **Article 25: Interpretation**

- 25.01 Either the Association or the Board may refer questions of interpretation of this Agreement, in writing, to ARC.
- 25.02 ARC shall meet within 30 days to consider the question.
- 25.03 If ARC reaches an agreement on a resolution, its interpretation shall govern this Agreement. An interpretation shall be communicated in writing to the staff members individually or by other means agreed upon by ARC.
- 25.04 If ARC is unable to agree, the Board or the Association may refer the question for arbitration, in accordance with Article 26.

#### **Article 26: Arbitration**

##### **Scope and authority**

- 26.01 The procedures in this Article shall apply to matters referred to arbitration in this Agreement.

##### **Appointment of arbitrator**

- 26.02 A matter referred to arbitration under this Article shall be heard by a single arbitrator except for those matters where the Board and the Association agree, in referring a matter to arbitration, to a three-person arbitration board. Hereinafter all references to arbitrator shall be deemed to include an arbitration board.
- 26.03 a) In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the parties.
- b) In the case of a three-person arbitration board, each party shall select its nominee to the binding arbitration board and the two nominees shall select the chair of the binding arbitration board;
  - c) Should there be no agreement in either (a) or (b), either party may apply to the Chair of the Alberta Labour Relations Board, or designate, for the appointment of the arbitrator/chair in accordance with the procedures and the fee schedule established by Alberta Labour.

### **Authority of the arbitrator**

- 26.04 The arbitrator shall have authority to hear the case, to receive and to examine evidence, to administer oaths and to compel attendance of witnesses and production of documents.
- 26.05 An arbitrator who, before or during arbitration, becomes aware of circumstances that may give rise to a reasonable apprehension of bias shall disclose the circumstances to the parties.
- 26.06 The arbitrator may rule on questions of law and of jurisdiction that arise before or during arbitration, and may rule on any objection that is raised during arbitration.

### **Decisions of the arbitrator**

- 26.07 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding.
- 26.08 Where a matter is heard by an arbitration board, the decision of the majority shall be the decision of the arbitration board; if no majority exists, the decision of the person chairing the board shall be the decision of the board.

### **Voluntary Binding Interest Arbitration arising from Article 16**

- 26.09 The Board and the Association may agree in writing to refer unresolved collective bargaining issues to a three-member binding arbitration board.
- 26.10 a) The binding arbitration board shall establish its own rules of procedure.  
b) The award of the binding arbitration board is binding on the parties and on the members of the Association and shall be included in the terms of the Agreement.

### **Timing of Arbitration**

- 26.11 As soon as the arbitrator has been appointed, the arbitrator shall proceed to appoint a time and place for hearing the matter.
- 26.12 The arbitrator shall attempt to complete the hearing within thirty days of appointment, but shall give the parties not less than 10 days' notice of the time and place of the hearing.
- 26.13 The arbitrator shall furnish to the parties a written decision as soon after the conclusion of the hearings as possible.

### **Procedures of Arbitration**

- 26.14 Except as required by this Agreement, the arbitrator shall determine procedures for the arbitration.
- 26.15 The hearings before the arbitrator shall be in private.
- 26.16 The onus in cases of discipline shall be upon the representatives of the Board to establish, on the balance of probabilities, that the decision reached was appropriate under the circumstances.
- 26.17 An arbitrator may require that, prior to the hearing, the parties submit written statements of the facts supporting their position, the points at issue, and the relief sought.
- 26.18 Subject to the arbitrator's discretion in ruling on the admissibility and relevance of evidence, the parties may submit, with their statements, the documents they consider relevant or may refer to the documents or the evidence they intend to submit.
- 26.19 The parties may amend or supplement their statement during arbitration but the arbitrator may not accept such material (1) if it is the opinion of the arbitrator that, with the exercise of reasonable diligence, the party seeking to amend or supplement their statement could have presented it to the arbitrator at an earlier time or (2) if acceptance of the material would unduly prejudice the other party.
- 26.20 The parties may present their cases orally with the permission of the arbitrator.

- 26.21 The arbitrator is not bound by the laws of evidence and the procedures of court nor is the arbitrator required to have witnesses sworn and, not so as to restrict the generality of the foregoing, the arbitrator may, in the arbitrators discretion and after the arbitrator is satisfied that it is not reasonably practical to have the witness give evidence in person, accept as evidence a statutory declaration from that witness.
- 26.22 The arbitrator shall have the right to call witnesses and procure materials in addition to the witnesses called or the materials submitted by the parties.

### **Costs of Arbitration**

- 26.23 The Board and the Association shall share equally the fees and expenses of the arbitrator.
- 26.24 Each party shall bear its own costs of presentation to the arbitrator.

### **Enforcement of Award**

- 26.25 Either party shall be entitled to make application to an appropriate court for enforcement of a decision made under this Agreement.

## **Article 27: Layoff**

- 27.01 This Article shall not apply to those staff members whose appointments terminate by the end of a current academic year (June 30).
- 27.02 In the case of staff members other than those excluded under 27.01, if the appointing officer determines that the need for the appointment of a staff member no longer exists or that funding for the appointment is no longer available or is insufficient, the appointing officer shall so advise the staff member, in writing, and the appointment of the staff member shall terminate under the terms and conditions of 27.03. A copy of the notice shall be sent to the Association.
- 27.03 Prior to sending the notice, the appointing officer shall meet with the staff member to discuss the recommendation. The staff member shall have the right to be accompanied at such a meeting by a representative of the Association.
- 27.04 If an appointment of a staff member is terminated under 27.02, the following conditions shall govern notice and severance:
- a) The notice period shall be three months;
  - b) Where the staff member's service to the University up to the date of termination advice under 27.02 is less than one year, the staff member shall not be entitled to severance upon termination;
  - c) Where the staff member's service to the University up to the date of termination advice under 27.02 is one year or more, the staff member shall be entitled to severance of one month's salary for each year of service, to a maximum of nine months' salary;
  - d) Notwithstanding the foregoing, the appointing officer may offer the staff member whose appointment is being terminated under this Article an alternative appointment and, if so, a new contract shall be entered into between the University and the staff member and the rules under this Article shall be amended appropriately.

Signatures

SIGNED ON BEHALF OF THE BOARD OF GOVERNORS OF THE UNIVERSITY OF ALBERTA

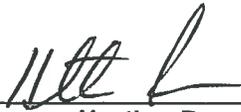


Steven Dew,  
Provost and Vice-President (Academic)

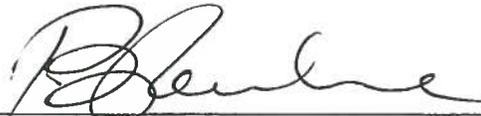


Witness

SIGNED ON BEHALF OF THE ASSOCIATION OF ACADEMIC STAFF UNIVERSITY OF ALBERTA



Heather Bruce,  
President



Witness

DATED:

October 12, 2017

## Appendix A: Board Resolution of Recognition

THAT, in accordance with the provisions of Section of the *PostSecondary Learning Act*, the Board of Governors designates the following categories of employees as academic staff:

1. Those employees who have been employed for a fixed term of not less than four months where such employment is considered by the University to be full-time during that term and where the duties in such employment are to teach or to perform managerial/professional duties similar to those carried out by APOs, Librarians or FSOs.
2. Those employees who have been employed for a fixed term where such employment is considered by the University to be part-time during that term, and where the duties in such employment are to teach or to perform managerial/ professional duties similar to those carried out by APOs, Librarians or FSOs and provided further that:
  - a) where the employment is to perform managerial/professional duties, such services shall be for a minimum of fourteen hours per week and the employment must be for at least four months.
3. The source of funding for the employment under categories 1 and 2, above, shall be the regular University operating budget/accounts or from funds controlled/generated by the University (other than research grant/contract funds).
4. Notwithstanding the generality of the foregoing, the following persons shall not be included in categories 1 and 2, above:
  - a) persons who report directly to the President or to a Vice-President;
  - b) persons who carry out teaching or managerial/professional responsibilities under the terms of either the NASA or GSA collective agreements;
  - c) part-time persons who are practising physicians, dentists or lawyers;
  - d) persons who do not receive University remuneration for the services performed; and
  - e) persons whose part-time responsibilities to the University are less than the minimum established under categories 1 and 2, above.

## Appendix B: Letter of Appointment

[Office Name]

[Name]  
[Address]

[Date]

Dear [Name]:

On behalf of the Board of Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Temporary Administrative and Professional Staff Agreement, a copy of which can be found at [www.hrs.ualberta.ca/MyEmployment/Agreements.aspx](http://www.hrs.ualberta.ca/MyEmployment/Agreements.aspx). The Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

- a. Position: [redacted]
- b. Department: [redacted]  
Faculty: [redacted]
- c. Period of appointment from: [redacted]
- d. Full-Time/Part-Time: [redacted]
- e. Salary: \$[Salary] per annum
- f. Duties (Administrative/Professional, Librarian): [redacted]
- g. Special conditions, if any: [redacted]
- h. You are eligible for a removal grant of \$[n/a or other] in accordance with Section 6.06 and Appendix C 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 HEREINBEFORE SET FORTH.

Yours sincerely,

[Name]  
[Title]

Received by University

### ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the appointment referred to and the terms and conditions set forth.

Date at \_\_\_\_\_  
(city)

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(day) (month) (year)

\_\_\_\_\_  
Signature

## Appendix C: Removal Grant Regulations

### 1. Removal Grant

A staff member will receive a removal grant to assist in defraying the cost of the move to Edmonton. The amount of the grant is dependent upon the staff member's place of domicile prior to coming to Edmonton - in accordance with the following schedule:

Residence Immediately Prior to Appointment	Maximum Grant (\$)
1. Edmonton and vicinity (within twenty miles of Edmonton boundary)	0
2. Other points in Alberta	150
3. Manitoba, Saskatchewan, BC	400
4. Other parts of Canada and continental USA	600
5. All others	1,000

2. Domicile shall be the place of normal residence of the staff member immediately prior to the taking up of the appointment in Edmonton.
3. The staff member is not required to produce receipts in support of the payment of the removal grant. However, receipts for expenditures incurred in the move to Edmonton should be retained for the following reasons:
  - i) The grant will be considered as income for income tax purposes and reported on the staff member's T4 tax form. It may be possible to claim, as deductions from that income, expenses incurred in the move to Edmonton - in accordance with the current tax legislation. Receipts will be required to document the claim.
  - ii) In the event that a temporary staff member receives a future appointment to a full-time **tenurable** position, he or she may be eligible for a supplementary removal allowance; this will require receipts, vouchers, etc. in support of the claim. Any supplementary removal allowance will be reduced by the amount of any removal grant paid as a temporary staff member (see #6 below).
4. The removal grant will be paid shortly after the effective date of the appointment. A grant will **not** be paid in advance of that date.
5. If the staff member does not, of his or her own volition, complete the contractual period of appointment he or she must refund the removal grant in full. Unless other arrangements are made, such a refund will be deducted from the staff member's terminal salary cheque.
6. The regulations with respect to removal allowances for full-time **tenurable** staff members are somewhat more liberal than those with respect to removal grants for full-time temporary staff members. In the event that a full-time temporary staff member is appointed as a full-time tenurable staff member immediately following the expiry of the temporary appointment, he or she may **apply** for a supplementary removal allowance, which will be the difference between the amount he or she would be eligible to receive as a tenurable staff member and the amount actually received as a temporary staff member. In light of this possibility, the full-time temporary staff member should retain copies of all receipts, vouchers, etc. in connection with removal to Edmonton at the time of appointment to the full-time temporary staff.
7. A staff member who received a removal grant covering an appointment during the immediately preceding academic year (July 1 - June 30) is not normally eligible to receive such a grant covering an appointment during the current academic year. Exceptions to this rule may only be made by the Provost upon the recommendation of the appropriate Dean.
8. [Vacant]

## **Appendix D: Conditions for Supplementary Professional Activities (SPA)**

### **1. SPA at the University**

- 1.1 Under certain circumstances, a staff member may accept responsibilities at the University in addition to regular responsibilities for which the staff member may receive remuneration additional to regular salary.
- 1.2 The Supervisor and the Vice-President shall approve requests for approval of such SPA prior to the assumption of the responsibilities.
- 1.3 SPA shall be performed outside regular office hours unless otherwise approved by the Vice-President.

### **2. SPA Outside the University**

- 2.1 A staff member who proposed to engage SPA for another employer or as a consultant or self employed professional shall inform the Supervisor in writing of such intention.
- 2.2 The written permission of the Supervisor is required if
  - a) the activities will take place during regular University office hours; or
  - b) the activities involve University staff, students or the use of University facilities.

## Appendix E: Copyright Regulations (2016)

### 1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, 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 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, "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, including an agreement under Article 7.02.2 of the Agreement, 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 2.2 to 2.9 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 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 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 2.1.
- 2.4 The licence contemplated by 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 his or her Work is unsatisfactory for a proposed use due to outdatedness, 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 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.02.1 and 7.03.1 of the Agreement.
- 2.7 The licence contemplated by 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 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 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.

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

- 3.1 In addition to this Appendix, 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 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix, 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.

## Appendix F: Patent Policy

### Overview

The broad mandate of the University of Alberta is to create, preserve and disseminate knowledge for the benefit of all Canadians. The creation of knowledge results from bringing together the intellectual and creative resources of the faculty, researchers, students, staff and other members of the University Community.

Those who are part of the University community are the beneficiaries of public resources and share in the commitment of the University to effectively disseminate this knowledge to society.

As such, the transfer and **Commercialization** of new **Patentable Intellectual Property** (PIP) is important. The efficient protection, commercialization and capitalization of PIP are important elements in maintaining the University's reputation as a leading centre of research and in the University's ability to attract the brightest and the best minds.

The successful commercialization of PIP must be the result of effective collaboration between the University and the **Inventors** or creators in a partnership that draws on and recognizes the unique contributions that each party makes to the process.

This policy is therefore intended to encourage, but not compel, Inventors to patent PIP and to provide a mechanism for the transfer and commercialization of the PIP that rewards the Inventor and protects the rights of the University.

### Purpose

- i. Identify the University of Alberta's commitment to ensuring that PIP that is intended to be exploited shall be disclosed to the University in a timely manner.
- ii. Identify University of Alberta policy on the ownership, responsibility for Commercialization, and division of **Net Revenue** generated by the PIP.

### POLICY

Compliance with University policy extends to all members of the University community.

#### 1. Application

This policy shall apply to all PIP created by all members of the University within their areas of research at the University, including faculty, researchers, staff and students whether registered for credit or not.

#### 2. PIP Created at the University

There shall be a rebuttable presumption that when PIP has been created by members of the University community and within their area of research, it was created at the University even though some or all of the activity may have actually taken place elsewhere, unless there is a specific written agreement with the University to the contrary.

#### 3. Ownership

Ownership of PIP created at the University shall reside with the person or persons who created it, unless there is a specific written agreement with the University to the contrary.

#### 4. Timely Disclosure and Availability

Full and timely disclosure of PIP to the University must occur at, or prior to, the point that the Inventor expresses an intent to explore Commercialization or pursues any activity to patent.

#### 5. Commercialization

- a) Decisions regarding Commercialization of PIP shall be made with the consent of all its Inventors and the University. If any Inventor or the University does not consent, that decision shall be made through arbitration, with due regard to any ethical, moral, or religious objections of any Inventor and the University.
- b) The party that undertakes Commercialization, either the University or the Inventor, has a fiduciary obligation to all the interested parties.

#### 6. Commercialization by the University

- a) Where there is more than one Inventor the University will have the option to undertake Commercialization only in those cases where:
  - i. The Inventors unanimously agree that they wish the University to undertake Commercialization; or
  - ii. There is disagreement among the Inventors as to whether to pursue Commercialization, or as to how the Commercialization process is to proceed; or
  - iii. The University is not satisfied that all Inventors have been fully informed and are willing participants in the decision to pursue Commercialization or not.
- b) In the case where the University undertakes Commercialization, ownership shall be assigned to the University to manage the process.

#### 7. Commercialization by the Inventor

- a) The Inventor, subject to the conditions in Clause 6, may elect to undertake the Commercialization process.
- b) In the event that the Inventor elects to undertake the Commercialization process, the University will have the right to either approve or prevent the first transaction by which the rights to the PIP are affected.
- c) The University will have the right to either approve or prevent any subsequent transactions by which the rights to the PIP are affected where any party directly or indirectly involved is not at arm's length to the Inventor.
- d) University approval or prevention of transactions shall not be unreasonably withheld or exercised.

#### 8. Priority of Funds to Secure Legal Protection

Funds advanced by a party to secure legal protection of PIP shall have priority for return to the party who advanced the funds.

#### 9. Division of Net Revenue

- a) One third (1/3) of Net Revenue generated by PIP shall go to the Inventor.
- b) One third (1/3) of Net Revenue generated by PIP shall go to the University, one third (1/3) of which will be used to support research in the Faculty/Department where the research took place.
- c) One third (1/3) of Net Revenue generated by PIP shall be committed to the Commercialization process.

#### 10. Variation

Where the University believes that such agreements are in the best overall interests of the University and the Inventor, certain contracts, grants, sponsorships and research agreements which have been or will be entered into by the University, on its behalf or on behalf of certain of its members, with industrial companies, government agencies and other bodies, may contain provisions, whereby all PIP are licensed to such companies, agencies and other bodies or assigned to the University and licensed to such companies, agencies or other bodies, and may contain provisions which are at variance with the provisions of this Policy. The provisions of such contracts, grants, sponsorships and research agreements shall supersede the other provisions of this Policy. The University retains the right to enter into such agreements, and requires that University members comply with such provisions in contracts, grants, sponsorships, or research agreements.

#### 11. Education and Research Use

The University has a non-transferable royalty-free license to use all PIP created at the University for non-commercial education and research purposes.

#### 12. Policy Review

Patent Policy and related Procedures shall be reviewed every five (5) years.

#### 13. Application of Conflicts and Ethics Policy

- a) Conflicts of interest will be managed when they cannot be avoided. The University Conflict of Interest/Commitment Policy will govern management of conflicts.
- b) Questions with respect to ethical issues will be resolved by reference to the Ethics Review process of the University.

14. Delegation

The Vice-President (Research), or designates shall have the authority over the implementation and administration of this policy.

15. Non-Compliance

Failure to comply with this policy shall be handled according to the respective Collective Agreements, but the University or Inventor shall also have a right of action against the non-compliant party.

16. Arbitration

Any disputes shall be decided under the *Arbitration Act*, R.S.A. 2000, c. A-43, as updated from time to time. Issues that may be decided by Arbitration shall include, but shall not be limited to, the reasonableness or appropriateness of any judgment or exercise of discretion by the University, including the exercise of such judgment as it relates to non-members of the University community.

## **DEFINITIONS**

Any definitions listed in the following table apply to this document only with no implied or intended institution-wide use.

<b>Commercialization</b>	Means the transfer or the commercialization or any combination of transfer and commercialization undertaken by a person with respect to PIP.
<b>Patentable Intellectual Property</b>	Includes patents; patentable ideas, including but not limited to plant cultivars, germ plasm, and computer software that is capable of being legally protected by patent, whether in Canada or elsewhere. This Policy does not apply to copyrights on work published or unpublished.
<b>Inventor</b>	Means the creator or creators of Patentable Intellectual Property.
<b>Net Revenue</b>	Means all consideration received by the Inventor or the University from third parties, from the sale or licensing of PIP, less the out-of-pocket costs paid by that party for obtaining the patent and granting, performing and enforcing any assignment or licensing of PIP. Any consideration not received in cash shall be valued by agreement between the University and the Inventor, failing which the value shall be determined by arbitration.

## Appendix G: Salary Administration

### 1. Salary

There is a minimum salary schedule for temporary staff, one which relates minimum salaries to the staff member's academic qualifications and to prior experience as such a staff member at this University.

2. The following detailed regulations serve to interpret the salary schedule:

2.1 "Period of Appointment on U of A Staff" shall be interpreted as follows:

- a) One period of appointment will be equal to any term of appointment of eight months (the regular teaching session - September 1 to April 30) to one year;
- b) If a staff member is in the second eight-month, or sessional appointment, he or she will be considered to be in the second period of appointment, etc.;
- c) Appointment terms of less than eight months shall be converted to the general rule in 2.1(a), above. For example, a staff member in the second four-month appointment will be considered to be in the first period of appointment;
- d) [Vacant]
- e) If there is a break in service of twelve months, or more, between the current appointment and a previous appointment under these regulations, the University is not obligated to count the prior employment as service in determining the minimum salary under #1.

2.2 The salary schedule indicates the **minimum** salaries which must be paid given the prior service and qualifications. Salaries **may** be paid which exceed these minima.

2.3 The qualifications held on the effective date of the appointment will govern the minimum salary. In cases where all of the requirements for the degree have been met at that time but where the degree has not been formally awarded (at Convocation), the more liberal interpretation will be taken - provided the appointee can produce evidence to the effect that this is the case.

3.1 Salary shall be paid monthly for the month of duties just completed. Salary cheques are normally issued on the second last banking day of the month. Cheques will be distributed through individual Departments or, alternatively, staff members may arrange to have cheques deposited in a bank. Special forms requesting this service are available from Human Resource Services.

3.2 The salary amount stated on the contract letter of appointment is the **gross** salary rate. That is, it is the appointee's salary **before** deductions are made for income tax, employee benefits, etc. The salary cheque sent to the staff member is **net** of these deductions.

3.3 The Canadian Income Tax regulations state that each employee is to file a statement with the employer with respect to personal exemptions claimed. Accordingly, when a person is appointed to the staff of the University he or she must file with Human Resource Services the certification of personal exemptions on form TD1, "Personal Tax Credit Return."

3.4 The University is required by law to accept legal garnishees and tax levies against the salaries of staff members.

3.5 A staff member who was employed under these regulations in both the immediately preceding and current academic years shall have a current monthly salary rate which exceeds the immediately preceding monthly salary rate by at least the appropriate "service increment." There are no such increments if the staff member is going into the sixth or subsequent year of service. A "service increment" is the difference between the salary rate shown on one row/line in Appendix I and that for the next lower row/line in that section.

## Appendix H: Benefits

### 1. Alberta Health Care Insurance (AHC)

- 1.1 A full-time staff member whose appointment is for one year or longer shall participate in the University group of AHC, provided that the staff member is eligible to participate in the AHC. Such participation shall be for single coverage or family coverage, depending on the staff member's circumstances; in either case, the University pays the entire premium.
- 1.2 A full-time staff member whose appointment is for eight months or longer but for less than one year shall participate in the University group of AHC. If the staff member is single, the University will pay the entire premium. If the staff member has eligible dependents, he or she will participate in family coverage; the University will pay the premium for single coverage and the staff member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 1.3 A full-time staff member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University group of AHC.
- 1.4 Notwithstanding 1.2 and 1.3, a staff member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirements of either 1.1 or 1.2, depending on the case, is eligible for the greater benefits under AHC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

### 2. Supplementary Health Care (SHC)

- 2.1 A full-time staff member whose appointment is for one year or longer and who is a participant in the AHC shall participate in the University's SHC program. Such participation may be single coverage or family coverage, depending on the staff member's circumstances; in either case, the University pays the entire premium.
- 2.2 A full-time staff member whose appointment is for eight months or longer but for less than one year and who is a participant in the AHC shall participate in the University group of SHC. If the staff member is single, the University will pay the entire premium. If the staff member has eligible dependents, he or she may participate in family coverage; the University will pay the premium for single coverage and the staff member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 2.3 A full-time staff member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University group of SHC.
- 2.4 Notwithstanding 2.2 and 2.3, a staff member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirements of either 2.1 or 2.2, depending on the case, is eligible for the greater benefits under SHC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

### 3. Dental Care (DC)

- 3.1 A full-time staff member whose appointment is for one year or longer shall participate in full in the University's DC program. Such participation may be single coverage or family coverage, depending on the staff member's circumstances; in either case, the University pays the entire premium.
- 3.2 A full-time staff member whose appointment is for eight months or longer but for less than one year (inclusive) shall participate in the basic maintenance portion of the University's DC program (restorative and orthodontia not available). If the staff member is single, the University will pay the entire premium. If the staff member has eligible dependents, he or she is eligible for family coverage; the University will pay the premium for single coverage and the staff member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.

- 3.3 A full-time staff member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University's DC program.
- 3.4 Notwithstanding 3.2 and 3.3, a staff member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirement of either 3.1 or 3.2, depending on the case, is eligible for greater benefits under DC. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.

#### 4. **Long Term Disability Insurance (LTDI)**

- 4.1 A full-time staff member whose appointment is for one year or longer and who is less than 65 years of age shall participate in the same illness/LTDI program as that provided to full-time tenure-track staff.
- 4.2 A full-time staff member whose appointment is for eight months or longer but for less than one year and who is less than 65 years of age shall participate in the University's fully-insured LTDI plan. The University pays the entire premium for coverage under the LTDI plan. LTDI benefits begin six months following the onset of the disability. In the meantime, the staff member could apply for Employment Insurance benefits, depending on eligibility for that program.
- 4.3 A full-time staff member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University's LTDI plans.
- 4.4 Notwithstanding 4.3, a staff member who has consecutive appointments with no break between them, and where the total of such appointments satisfies the requirements of 4.1 or 4.2, shall participate in the appropriate LTDI plan on the effective date of the subsequent appointment.

#### 5. **Group Life Insurance**

- 5.1 A full-time staff member whose appointment is for one year or longer shall participate in full in the University's Group Life Insurance program. This is the same program as that provided to full-time tenure-track staff. Amount of coverage is dependent on the age of the appointee. The University pays the entire premium.
- 5.2 Notwithstanding 5.1, a staff member shall not participate in the University's Group Life Insurance Plan beyond the June 30 immediately following attainment of age 65.
- 5.3 A full-time staff member whose appointment is for eight months or longer but for less than one year and who is less than 65 years of age shall participate in the University's Group Life Insurance program. Coverage is for \$25,000, with the University paying the entire premium.
- 5.4 A full-time staff member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the University's Group Life Insurance program.
- 5.5 Notwithstanding 5.3 and 5.4, a staff member who has consecutive appointments with no break between them and where the total of such appointments satisfies the requirements of either 5.1 or 5.3, depending on the case, is eligible for the greater benefits under the Group Life Insurance program. In such a case, the date for eligibility for the extended benefits is the effective date of the subsequent appointment.
- 5.6 A staff member who is eligible to participate in the Group Life Insurance program under 5.1, 5.3 or 5.5 is eligible to apply for group optional life insurance which is in addition to the basic coverage. Optional coverage is in units of \$10,000, to a maximum of thirty (30) units. The entire cost of optional life insurance is borne by the staff member.
- 5.7 A staff member who is eligible to participate in the Group Life Insurance program under 5.1, 5.3 or 5.5 may insure his or her dependents under an optional group life plan.

## **6 Professional Expenses**

- 6.1 A full-time staff member whose appointment is for eight months or longer is eligible to participate in the University's Professional Expense program. Under that program, the University will reimburse the staff member for professional expenses which are not otherwise reimbursed by the University and which relate to the staff member's responsibilities at the University. There is a maximum annual reimbursement rate and, if an appointment is for less than one year, that maximum will be pro-rated on the basis of the number of months of the appointment.
- 6.2 A staff member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the Professional Expense program.
- 6.3 Notwithstanding 6.2, a staff member who has consecutive appointments with no break between them and where the total of such appointments is 8 months or longer shall be eligible to participate in the Professional Expense program retroactive to the effective date of the first appointment in the sequence.

## **7. Remission of Tuition Fees**

- 7.1 The Board shall remit the tuition fees of a full-time staff member who, with the approval of the Supervisor, enrolls in courses at the University. Such remissions shall be limited to the equivalent value of four single term credit courses in Arts per year; if a staff member's service is less than one year, he or she will be eligible for a pro-rated remission maximum. Normally, a staff member shall not be enrolled in more than one course at a given time.
- 7.2 A staff member whose appointment is for less than eight months or who is on a part-time appointment is not eligible to participate in the remission of tuition fees program.

## **8. University of Alberta Health Insurance Plan**

- 8.1 A full-time staff member whose appointment is for eight months or longer but for less than one year and who is not eligible for coverage under Alberta Health Care or Supplementary Health Care may opt to participate in the UAHIP. If the staff member is single, the University will pay the entire premium. If the staff member has eligible dependents, he or she may participate in family coverage; the University will pay the premium for single coverage and the staff member will pay the difference between the premium for single coverage and the premium for family coverage, by payroll deduction.
- 8.2 A full-time staff member whose appointment is for less than eight months or who is on a part-time appointment is eligible to participate in the UAHIP. If the staff member enrolls in the UAHIP, he or she will pay 100% of the appropriate single or family premium by payroll deduction.

**Appendix I: Salary Schedule**

Minimum salary schedule is located on the Human Resource Services website:  
**<http://www.hrs.ualberta.ca/PayandTaxInfo/SalaryScales.aspx#academic>**

**Appendix J - [Vacant]**