

**THE UNIVERSITY OF ALBERTA**

**Agreement**

**Sessionals and Other Temporary Staff**

**September 1, 1998**

**(incorporating July 2007 and July 2008 amendments)**

## TABLE OF CONTENTS

Preamble	.....	1
Recitals	.....	1
Article 1	Definitions and Abbreviations.....	1
Article 2	Application .....	2
Article 3	Association Recognition.....	3
Article 4	Delegation .....	3
Article 5	Agreement Review and Amending Procedures .....	4
Article 6	Appointments .....	5
Article 7	Renewal of Appointment.....	6
Article 8	University Responsibilities.....	7
Article 9	Supplementary Professional Activities (SPA).....	7
Article 10	Copyright.....	8
Article 11	Patents .....	8
Article 12	Evaluation.....	9
Article 13	Discipline.....	10
Article 14	Complaints.....	11
Article 15	Termination .....	12
Article 16	Compensation Negotiations.....	12
Article 17	Salaries .....	13
Article 18	Benefits.....	15
Article 19	Death in Service .....	16
Article 20	Medical Leave .....	16
Article 21	Leaves.....	18
Article 22	General Liability Insurance .....	19
Article 23	Indebtedness to the University .....	20
Article 24	Grievance.....	20
Article 25	Interpretation .....	21
Article 26	Arbitration .....	21
Article 27	Layoff.....	23
Article 28	Transitional.....	24
Signatures	.....	25
Appendix A	Board Resolution of Recognition .....	26
Appendix B	Appointment Letter .....	27
Appendix C	Removal Grant Regulations .....	28
Appendix D	Conditions for Supplementary Professional Activities (SPA).....	29
Appendix E	Copyright Regulations .....	32
Appendix F	Patent Policy (Revised July 2007).....	34
Appendix G	Salary Administration.....	36
Appendix H	Benefits.....	38
Appendix I	Salary Schedule .....	41
Appendix J	Letter of Understanding.....	42

## **Preamble**

The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. The parties to this Agreement subscribe to the principles of academic freedom, i.e., the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrines. The right to such freedom carries with it the duty to exercise that freedom responsibly.

## **Recitals**

WHEREAS The Governors of the University of Alberta, of the first part, exercising authority given to it pursuant to Section 21.5(1) of The Universities Act, (1980 RSA Chapter U-5 and amendments thereto) ("the Universities Act") and

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 Section 21.5(1) of the Universities Act for those members of the academic staff who are designated as such by the Governors of the University of Alberta: by resolution as attached to this Agreement in Appendix A.

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 pursuant to section 17(1)(d) of the Universities Act.
- 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 pursuant to section 17(1)(d) of the Universities Act.
- 1.10 "Faculty Council" means the council created by that name in accordance with the Universities 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 "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 when the staff member is appointed to a position for other than instructional duties (in accordance with 6.03(c)).
- 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 5.01 and 5.03,
  - b) GFC means the General Faculties Council of the University.
- 1.16 “University” means University of Alberta.

## **Article 2 Application**

- 2.01 This Agreement shall remain in effect and be binding upon the Board, the Association, and each staff member in accordance with its terms, subject only to amendment as herein provided.
- 2.02 The Board and the Association acknowledge and endorse the fundamental principles of the Human Rights, Citizenship and Multiculturalism Act (RSA 1996, Chapter H11.7). The Board and the Association agree that this Agreement shall be applied without discrimination in accordance with the terms of that Act.
- 2.03 The Board and the Association agree that the principles of the Freedom of Information and Protection of Privacy Act shall be applied to academic personnel files in accordance with this Article.
- 2.04 The Board shall create a Records Directory which shall include a list of all records in which personal information about a staff member is stored. The Directory shall identify the name and location of each record and the purpose for each record.
- 2.05 The Vice-President (Academic) shall ensure that the Directory is updated regularly and that a copy of the current Directory is on deposit in the offices of the Association, together with a statement attesting to the currency of the Directory.

### **Right to Access**

- 2.06 A staff member shall have access, with reasonable notice, to all personal information pertaining to the staff member and records of such information which is in the Directory, except for:
- a) confidential evaluations regarding the staff member’s application for employment;
  - b) confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of Articles 12 and 13.
  - c) other records for which the Vice-President (Academic) and the President of the Association agree that confidentiality is warranted.
- 2.07 “Access” is defined as:

The staff member may request of the Department Chair or other custodian of files identified in the Records Directory that the staff member be permitted to examine the staff member’s personal files in that office with such examination to be during working hours. During the examination, the staff member shall be accompanied by the custodian, or delegate. The staff member may request a copy of portions of the file. The staff member shall not remove the file from the office and, subject to 2.08, shall not change anything in the file. No reasonable requests under 2.07 shall be denied.

## **Right to Correct Information**

- 2.08 A staff member shall be entitled to request that information in a record pertaining to the staff member be corrected and may add a notation to a record from which a correction was requested but not made.

## **Article 3 Association Recognition**

- 3.01 In accordance with the Universities Act, by appointment, a staff member becomes a member of the academic staff, and a member of the Association.
- 3.02 Association dues shall be deducted from the staff member's monthly salary cheque and shall be remitted to the Association.
- 3.03 A staff member may, annually in writing, request the Payroll Manager to remit amounts otherwise payable as Association dues to a charitable cause 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 Vice-President (Academic).

## **Article 4 Delegation**

- 4.01 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 - Layoff
- 4.02 The Board reserves the right at all times to withdraw the delegated responsibilities in general or on a particular occasion (unless the staff member affected has acted on such delegated responsibility to the detriment of the staff member) whereupon the performance or exercise of the named delegate shall constitute a recommendation to the Board and not a decision of the Board.
- 4.03.1 A Department Chair may recommend, and the Dean may approve, delegation of any responsibility of the Department Chair.
- 4.03.2 A Supervisor may recommend, and the officer to whom the Supervisor reports may approve, delegation of any responsibility of the Supervisor.
- 4.04 A Dean may recommend, and the Vice-President (Academic) may approve, delegation of any responsibility of the Dean.
- 4.05 A Vice-President (Academic) may delegate any responsibility of the Vice-President.
- 4.06 The President may delegate any responsibility of the President.
- 4.07 The President of the Association may delegate any responsibility of the President to another member of the executive of the Association or the Executive Director of the Association.

- 4.08 A Faculty Council may recommend, and the Vice-President (Academic) may approve, delegation of any responsibility of a Faculty Council under this Agreement to such persons or groups designated by the Faculty Council.
- 4.09 All delegations of responsibility under 4.03 to 4.09 shall be in writing.
- 4.10 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 policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Vice-President (Academic).

## **Article 5**

### **Agreement Review and Amending Procedures**

- 5.01 There shall be an ARC which shall consider amendments to the Agreement and to the Appendices thereto except for those parts of the Agreement which are amended in accordance with the provisions of Article 16.
- 5.02 ARC shall also:
- 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.
- 5.03 ARC shall consist of four members appointed by the Board and four 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.
- 5.04 The Board and the Association shall each have one vote on ARC.
- 5.05 Matters referred to ARC under 5.02(b) may be brought forward by the Vice-President (Academic) or by the President of the Association.
- 5.06 Both the Board members and the Association members of ARC 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.
- 5.07 ARC shall meet as frequently as necessary to consider any amendments proposed by either the Board members or the Association members or by other bodies or persons.
- 5.08 Amendments to the Agreement (excluding Appendices) which are agreed to by ARC shall be referred to each of the Board and the Association for ratification. Upon ratification by both parties or upon a date specified in the ratification, such amendments shall amend this Agreement and such amendments shall be applicable to all staff members.
- 5.09 In the event that either the Board or the Association fails to ratify an amendment either party may request that ARC be reconvened to attempt to resolve the matter.
- 5.10 Where ARC does not approve a proposed amendment or where no ratification of an amendment proposed by ARC occurs, the *status quo* shall prevail.
- 5.11 ARC is authorized to approve amendments to Appendices without ratification by the Board and the Association and such amendments shall take effect on the date specified by ARC.
- 5.12 Notwithstanding the foregoing, where pursuant to the Universities Act, policies have been approved upon recommendation of GFC for various aspects of the terms and conditions of employment of staff members, any amendments affecting such policies shall also be submitted to GFC for approval.

- 5.13 Decisions reached by ARC shall be binding on the Board and the Association and on individual staff members. When this Agreement so requires, or if either party so requests, decisions of ARC shall be subject to ratification by the party so requesting.

## **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 position in one of the following categories:
- a) full-time instructional appointments which shall include full-time limited term appointments for 4 months or longer and shall include rolling term appointments.
  - b) part-time instructional appointments which shall include appointments to teach one or more credit courses, but are not full-time.
  - c) full and part-time limited term appointments for professional and administrative duties and for librarian duties.

### **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.

## **Posting of Vacancies and Notice of Appointment**

- 6.08 A Department Chair shall, whenever possible, post prospective opportunities for appointments to temporary teaching positions as early as possible and not later than four weeks prior to the beginning of the teaching term.
- 6.09 Vacancies in tenure-track positions or vacancies for long-term temporary appointments shall, as a minimum, be posted on the departmental bulletin board or by the standard means of communication of the department, e.g., by e-mail. Staff members are encouraged to apply for appointment to a vacancy.

## **Cancellation of Classes**

- 6.10 In the event that a Dean cancels a course for which a staff member has been appointed, the staff member shall be paid a cancellation stipend of:
- a) \$100 if the notice of cancellation is given less than four weeks prior to the scheduled start of classes; or
  - b) \$200 if the notice of cancellation is given after the start of classes; the staff member shall also be paid salary earned from the date the class started to the date of cancellation.

## **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 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. For staff members appointed for instructional duties, in accordance with 6.03(a) or (b), specific responsibilities shall be assigned by the Department Chair. For staff members appointed in accordance with 6.03(c), a job description shall be attached to the letter of appointment. Specific duties shall be assigned by the Supervisor.

#### **Teaching Duties**

8.02 A staff member appointed to teaching duties shall demonstrate scholarship and remain current and competent in the discipline or profession in which the staff member is appointed.

8.03 The Department Chair shall assign to each staff member specific responsibilities, which shall include courses to be taught and other teaching duties and may include supervisory and administrative responsibilities.

8.04 A staff member may decide on specific course content and instructional methodology, recognizing the approved course description and academic policy approved by the Department, the Faculty and the University.

#### **Research**

8.05 In particular circumstances, the appointing officer and the staff member appointed to teaching duties may agree that the responsibilities shall include research.

8.06 Research activity shall be conducted in compliance with the regulations established by the Vice-President (Research and External Affairs) following consultation with the Association, and approval by the appropriate University governing bodies. Questions arising from the administration of the regulations shall be in accordance with the provisions of this Agreement.

#### **Professional Duties**

8.07 A staff member appointed to administrative, professional or librarian positions, or other non-teaching positions, shall be assigned duties by the Supervisor in accordance with a job description attached to the letter of appointment.

#### **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 a teaching staff member's responsibilities, the staff member shall have recourse to the Department Chair, the Dean and the Vice-President (Academic), in that order, or in the case of non-teaching staff, 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 Department Chair/Supervisor prior to undertaking major SPA. Prior to approving SPA, the Department Chair/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 The University shall be the owner of the copyright and of all copyright works produced by a staff member who has been engaged by the University to prepare such works for the University or part of whose normal responsibilities to the University is the preparation of such works.
- 10.02 Annexed hereto is Appendix E (Copyright Regulations) which sets forth the rights, duties, and obligations of the University and of the staff member with respect to the copyright and other rights in works produced by staff members.
- 10.03 Except for the cases referred to in 10.01 and subject always to the applicability of Appendix E, the University waives, disclaims and abandons all right, title, interest or estate in a copyright work produced by a staff member.
- 10.04 Staff members are encouraged to enter into separate copyright agreements with the University and Appendix E shall apply only in those cases where individual contracts have not in fact been negotiated and executed.

## **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. For staff members with instructional responsibilities, 12.02 to 12.09 apply. For staff with other than instructional duties, 12.10 to 12.16 apply.

### **Staff with Teaching Responsibilities**

- 12.02 A Faculty Council may recommend, and the Vice-President (Academic) following consultation with the Association may approve, specific evaluation procedures for staff members in the Faculty. Such procedures may be specific to categories of staff members in the Faculty or to staff members in a specific Department. Faculty Councils which have adopted formal evaluation procedures prior to September 1, 1998 shall continue to apply those procedures until amended in accordance with this Agreement.
- 12.03 In the absence of alternative procedures, the Department Chair shall be responsible for evaluation.

### **Procedures for Review**

- 12.04 The staff member shall submit to the Department Chair a report, in a format determined by the Department Chair unless Faculty Council has approved a format, summarizing academic activity during the year. The staff member may append additional information appropriate under the circumstances.
- 12.05 The Department Chair shall:
- a) review the report and information
  - b) review student evaluations of teaching; and
  - c) at the request of the staff member, meet with the staff member.
- 12.06 The Department Chair shall determine whether performance was:
- a) exemplary,
  - b) satisfactory, or
  - c) unsatisfactory.

### **Timing**

- 12.07.1 The Department Chair shall set dates for the evaluation of staff members.
- 12.07.2 The review shall be based on all academic activity in the academic year.

The evaluation shall take place in June or, if a staff member has a shorter period of appointment, within 30 days of the expiry date of the appointment. A staff member whose appointment is renewed shall be evaluated after the later appointment.

The review period and timing of evaluation are subject to regulations, if any, of a Faculty Council.

- 12.08.1 The Department Chair shall provide the staff member with 20 days' notice of the evaluation.
- 12.08.2 The staff members shall submit the report of academic activities at least 10 days before that date, indicating whether the staff member wishes a meeting.
- 12.08.3 The evaluation decision of the Chair shall be conveyed, in writing, to the staff member within 10 days of the date of evaluation.

## **Application**

- 12.09 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; and
  - d) as information in determining future appointments under this Agreement.

## **Staff with Responsibilities Other Than Teaching Responsibilities**

- 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 Vice-President (Academic) 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 4 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 Vice-President (Academic) 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 Vice-President (Academic) 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 Vice-President (Academic) within 10 days of the date the staff member receives it.

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

14.04 The Vice-President (Academic) shall offer to meet with the staff member concerned.

14.05 Both the Vice-President (Academic) 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 Vice-President (Academic)**

14.06 Whether or not there is any response or any meeting, the Vice-President (Academic) 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 Vice-President (Academic) 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 Vice-President (Academic) 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 Vice-President (Academic) 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 Vice-President (Academic) 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 Vice-President (Academic) imposes an earlier date, which the Vice-President (Academic) 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 Compensation Negotiations**

- 16.01 The Board and the Association shall negotiate a salary schedule and a program of benefits.
- 16.02 Negotiations shall normally be for one-year agreements, but, with the consent of both parties to this Agreement, multiple year agreements may be negotiated.
- 16.03 By December 15 of each academic year in which negotiations are to be undertaken, each party shall inform the other of the names of three persons who shall be the negotiating team. Each team may invite consultants and resource persons to attend negotiating sessions.
- 16.04 By January 15 of each academic year in which negotiations are to be undertaken, each negotiating team shall deliver to the other a list of items upon which it wishes to negotiate, setting forth its position on each item.
- 16.05 The negotiating teams shall meet as necessary to negotiate in good faith towards settlement of the items for negotiation and may amend or alter the lists of items in attempts to reach settlement.

- 16.06 During the course of negotiations, the negotiating teams may ask a mediation officer to join the negotiating sessions with a view to assisting the negotiators reach a settlement. Should it prove impossible to agree to a mediator, the negotiators shall apply to the Director, Mediation Services, Department of Labour, Province of Alberta, requesting that a mediator be appointed.
- 16.07 Benefit programs listed in Article 18 and Appendix H which are not amended in negotiations shall remain in effect in the following year.
- 16.08 Where a settlement has been reached, the negotiating teams shall refer it to the Board and to the Association for ratification.
- 16.09 If either the Board or the Association fails to ratify the settlement, the negotiating teams shall be reconvened to attempt to reach a revised settlement; such renegotiations shall not exceed four weeks from the date on which ratification failed.
- 16.10 If the negotiating teams fail to reach a settlement by April 15, or fail to reach a settlement after reconvening under 16.09, the parties shall refer outstanding issues for resolution by final offer selection in accordance with the procedures of Article 26.
- 16.11 All dates and times established by this Article and in 26.10 may be varied by the mutual written consent of the negotiating teams.

## **Article 17**

### **Salaries**

#### **Teaching and Research Appointments**

##### **Teaching Staff**

- 17.01 The minimum salary for those teaching staff members who are full-time shall be:
- a) For those who hold the PhD or equivalent: The minimum salary for Assistant Professor in the tenure-track; and
  - b) For those who do not hold the PhD or equivalent: The minimum salary for Lecturer in the tenure-track).
- 17.02 Subject to 17.03, the minimum salary for a one-term, 3-credit course, for those teaching staff members who are part-time, shall be:
- a) For those who hold the PhD or equivalent: 10% of the minimum annual salary of an Assistant Professor in the tenure-track.
  - b) For those who do not hold the PhD or equivalent: 10% of the minimum annual salary of a Lecturer in the tenure-track.
  - c) For courses which are less than or more than 3-credit, the salary minima are adjusted proportionally.

##### **Special Sessions**

- 17.03 For 1998-99, the current formula for determining salary rates for special sessions shall continue. The parties agree to strike a task force to review salaries and benefits for special sessions, with representation from the Association, Special Sessions, the Deans' Council, and the Office of the Vice-President (Academic), with instructions to report by January 15, 1999.

### **Staff with Other Than Teaching Responsibilities**

- 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 Vice-President (Academic) 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 17.01 to 17.04 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) for staff paid under 17.01(a), equivalent to the value of the increment in the Assistant Professor scale in the tenure track.
  - b) for staff paid under 17.01(b) and 17.04, equivalent to the value of the increment for the Lecturer scale in the tenure track.
  - c) proportionally equivalent to the amounts in a) and b) for staff paid under 17.02; and,
  - d) 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.

18.04 In accordance with 17.03, the following clauses (18.05 to 18.10) do not apply to staff in Special Sessions.

### **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 Department Chair or the Supervisor. Disputes concerning vacation time shall be referred to the Dean or the appropriate Vice-President; disputes not resolved by the Dean shall be referred to the Vice-President (Academic) for resolution and the decision of the Vice-President (Academic) 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 or in the event that a staff member appointed to instructional duties leaves the employ of university during a teaching term, in which case the staff member shall be paid vacation earned and not taken since the preceding July 1.

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 3% 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 Department Chair or Supervisor of the medical leave and provide an estimate of its duration. The Department Chair or 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 Department Chair or Supervisor. The medical certificate shall specify the nature of the leave and provide an estimate of the duration of the absence.
- 20.04 The Department Chair or 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 Department Chair or Supervisor of the medical leave and provide an estimate of its duration. The Department Chair or 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 Department Chair or 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 Department Chair or 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 Department Chair or 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 Vice-President (Academic) 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 Department Chair or Supervisor in writing as soon as possible. The Department Chair or 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 Department Chair and the Dean, or 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 Department Chair or Supervisor.
- b) The Department Chair or 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 Vice-President (Academic), provided such referral is within 15 days of receipt of the report under 24.05.2(c).

- b) The Association and the Vice-President (Academic) 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 as contemplated by section 21.5(2)(b) of the Universities Act. Specifically, these matters include disputes on differences arising from the procedures of Article 16 (Compensation Negotiations), Article 14 (Complaints), Article 24 (Grievance), and Article 25 (Interpretation).

### **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 The arbitrator shall be appointed by agreement of the parties. Failing agreement, either party may apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, for the appointment of the arbitrator.

### **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 an 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 an arbitration, and may rule on any objection that is raised during an 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.

### **Arbitration Arising from Article 16**

- 26.09 In disputes arising from Article 16, the arbitrator shall select one of the final positions submitted to arbitration by the negotiating teams.
- 26.10 Within 15 days of the date that the arbitrator has been appointed, each negotiating team shall deliver to each other and to the arbitrator a statement of its final position on unresolved items in negotiation and of any items resolved during the negotiations.

### **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) nor shall it apply to those staff members appointed to the Spring Session or Summer session staff. In addition, it does not apply to appointments of staff members which are cancelled due to the cancellation of courses under 6.10.
- 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 the 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.

**Article 28**  
**Transitional**

- 28.01 This Agreement shall take effect on September 1, 1998.
- 28.02 Notwithstanding 5.10, 6 (Appointments), 7 (Renewal of Appointment), 12 (Evaluation), 17.02(c) (proportionality of courses), 17.03 (Special Sessions), and 18.09 and 18.10 (Benefits for part-time staff) shall remain in force until June 30, 2000, at which time they shall expire unless renewed in accordance with the provisions of Article 5 or unless the Agreement Review Committee extends their force for one additional year.
- 28.03 Any action under personal contracts arising prior to the effective date which has not been completed by the effective date shall continue under the former procedures unless all parties to the case agree in writing to the modified procedures.

SIGNED ON BEHALF OF THE GOVERNORS:

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Doug Owram  
Provost and Vice-President (Academic)

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WITNESS

\* \* \*

SIGNED ON BEHALF OF THE ASSOCIATION:

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Wayne Renke  
AAS:UA President

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WITNESS

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DATED

## **Appendix A**

### **Board Resolution of Recognition**

THAT, in accordance with the provisions of Section 17(1)(d.1) of the Universities 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 duties consist of teaching, such teaching services shall comprise a minimum responsibility for a 3-credit course (or the equivalent thereof), and
  - b) 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) persons who carry out teaching duties in non-credit courses;
  - d) part-time persons who are practising physicians, dentists or lawyers;
  - e) persons who do not receive University remuneration for the services performed; and
  - f) persons whose part-time responsibilities to the University are less than the minimum established under categories 1 and 2, above.



[Name]
[Address]

[Date]

Dear:

On behalf of the Board of Governors, 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 Collective Agreement for Sessionals and Other Temporary Staff, a copy of which can be found at http://www.ualberta.ca/PROVOST/AcadAdmin/agreements&otherdocuments.htm. The Agreement may be amended in accordance with its terms and such amendments are binding upon you. A printed copy of the Agreement will be provided on request.

The specific terms of the appointment offer are:

- a. Position:
b. Department: Faculty:
c. Period of appointment from:
d. Full-Time/Part-Time:
e. Salary:
f. Duties (Instructional, Administrative/Professional, Librarian):
g. Special conditions, if any:
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.

Effective September 1, 1999 all personal information collected by the University of Alberta will be subject to the Alberta Freedom of Information and Protection of Privacy Act (FOIPP). All personal information is collected in accordance with the Post-Secondary Learning Act and is used for the purposes of payroll, benefits and academic administration. For further queries on the collection of this information please contact Academic Staff Administration, telephone 492-1917.

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,

Received by University

Empty box for university receipt signature

ACCEPTANCE

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

Dated 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 Vice-President (Academic) upon the recommendation of the appropriate Dean.
8. A staff member who received a Special Sessions Travel Allowance in connection with appointment to the immediately preceding Spring or Summer Session is not eligible to receive a removal grant in connection with an appointment to the full-time temporary staff during the current academic year unless the value of the removal grant under these regulations is greater than the Special Sessions Travel Allowance received, in which case the staff member will be eligible to receive a removal grant which is the difference between the two amounts.

## **Appendix D**

### **Conditions for Supplementary Professional Activities (SPA)**

- 1.1 The authority and approval of SPA is subject to the following conditions:
- a) The staff member shall not compete unfairly with professionals outside the University.
  - b) The SPA shall not infringe upon the University's conflict of interest guidelines. (GFC Policy Manual Section 120.3)
  - c) The SPA shall conform with regulations governing the use of University facilities and staff.
  - d) The staff member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The staff member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
  - e) When engaged in SPA a staff member shall not use the name of the University in any way, except as the mailing address, nor shall the staff member hold himself or herself to be an agent of the University when engaged in SPA.
- 1.2 SPA shall be taken into account in the evaluation of a staff member's performance for tenure, increments and promotions.
- 1.3 The following information shall be provided in the staff member's annual statement on SPA:
- a) the category or type of client or affiliation;
  - b) the nature of services performed;
  - c) an estimate of the total time devoted to each SPA; and
  - d) the names and nature of any continuing contractual arrangements with outside organizations.

#### **Instructional Staff**

- 2.1 This clause 2 shall apply to full-time instructional staff members.
- 2.2 SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching to remain professionally relevant. Routine, repetitive and trivial SPA are discouraged.

#### **Required SPA**

- 2.3 A Faculty Council may deem SPA, and the maintenance of a professional license, to be essential to the work of the Department and to the progress of a staff member's career. In such cases the Dean and Department Chair shall encourage SPA.
- 2.4 Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 1.1.

#### **Major SPA**

- 2.5 SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.

## **Reporting Requirements**

- 2.6 Each staff member shall submit an annual statement to the Department Chair and Dean on SPA in the previous year. The Department Chair shall submit his or her personal statement to the Dean. The Dean shall submit his or her personal statement to the Vice-President (Academic).
- 2.7 The period covered by the annual statement and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.
- 2.8 The annual statement may be made in conjunction with the annual report of the staff member or it may be a separate statement. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.
- 2.9 Each Faculty Council shall develop the format for the annual statement for that Faculty and submit to the Vice-President for approval.
- 2.10 Decisions reached by a Faculty Council under this Article shall be conveyed, in writing, to the Vice-President and the Association.

## **Faculty Regulations**

- 2.11 Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Vice-President and the Association. The regulations shall include:
- a) The definition of what constitutes major SPA.
  - b) The format for the annual statement of SPA; the determination of the time period covered by the report; the date by which the report is to be submitted and whether the annual statement about SPA shall be included in the annual report.
  - c) Any modifications to the requirement that SPA be taken into account in the evaluation of a staff member's performance.
  - d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
  - e) Whether the annual statement shall include information about remuneration received from SPA.
  - f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
  - g) What evidence shall be required to ensure the staff member has adequate personal liability insurance to indemnify the University against any claims.
  - h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction to this Article.

## **Non-Instructional Staff**

- 3.1 This clause 3 shall apply to full-time non-instructional staff members.

## **SPA at the University**

- 3.2 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.

The Supervisor and the Vice-President shall approve requests for approval of such SPA prior to the assumption of the responsibilities.



SPA shall be performed outside regular office hours unless otherwise approved by the Vice-President.

**SPA Outside the University**

3.3 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.

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**

1. The University of Alberta recognizes that the copyright of a staff member in a work made in the course of employment at the University shall be recognized and the University waives, disclaims and abandons any and all right to all copyright in a work produced by that staff member subject to the principles in this Agreement, provided however, that such waiver, disclaimer and abandonment shall not apply in the case of work produced by a staff member who has been engaged by the University to prepare works for the University or part of whose normal responsibilities to the University is to prepare such works.
2. Specific written agreements between the Board and the staff member are recommended in all cases where the copyright of a staff member in a work made in the course of employment is claimed.
3. A staff member agrees to make available to the University for its educational program without payment of royalty or other costs work produced by the staff member in the course of his employment. A staff member agrees to make every effort to make available to the University for its educational program without payment of royalty or other cost work produced by the staff member and with respect to which the staff member no longer has copyright or shares copyright with one or more persons or with respect to which there is some benefit or business arrangement which denies to the staff member the absolute right to comply with the intent hereof.
4. The University will do its utmost to make available to a staff member without cost production facilities and funds necessary to produce works in the University's educational program. Priority for the amount of funds and the kind of facilities will be determined as required by the administration of the University. The University shall maintain a record of the cost of producing a work and shall include therein sums of overhead and the like all in accord with good business practice and a sum so determined shall for the purpose hereof be the University's cost.
5. Where a staff member has copyright in a work produced in whole or in part with the assistance of University facilities or funds but the work is not required by the University for its educational program, then the staff member will enter into an arrangement with the University whereby the University's contribution in the production of the work may be compensated. Unless an arrangement contemplated by the foregoing sentence is agreed upon by the University and the staff member, the staff member will:
  - a) Grant to the University a licence to use the work including the right to grant others the right to use the work and/or to copy the same.
  - b) Establish with the University a fee or royalty to be charged to third parties wishing to use the work. In default of agreement such fee or royalty shall be set by the President.
  - c) Agree with the University that upon receipt of fees the same will be applied as to 75 percent thereof to the University and as to 25 percent thereof to the staff member until the University's costs as above-mentioned shall be fully paid and discharged and hereafter such fees shall be applied as to 5 percent to the University and as to 95 percent to the staff member.
  - d) Agree that, if the University licence is not exclusive, uses authorized by the staff member or other licences granted by the staff member will require a fee no less than that determined in b. above and that on receipt of such fees, that the same will be applied as in c) above.
6. The entitlement of a staff member to dispose of the copyright in a work produced for use in the University's educational program or of any interest therein to a third party by sale, assignment or otherwise is conditional upon the staff member and such third party agreeing in such disposition
  - a) to protect the University's right to use the work in its educational program as provided by clause 3 hereof, and

- b) to arrange for the payment by such third party to the University at the University's costs (if any) in the manner described in clause 5 hereof;

provided that, on application by the staff member to the University, the University administration may dispense with the conditions in whole or in part for such reasons as to the University administration seems fair in the circumstances.

7. The University has no obligation to maintain, store, or otherwise keep or care for works produced by a staff member, provided that the University may retain copies of works, if it sees fit, and will on the request of the staff member maintain a master of the final work for a period of time to be agreed upon between the University and the staff member. Masters of copies retained by the University will not be amended, edited, cut or changed in any way by the University without the consent of the staff member or other copyright owner.
8. A staff member, believing his or her work to be unsatisfactory for a proposed use due to dating or other good reason, may amend the work or require its use to be withheld.
9. A staff member warrants to the University that he or she is the owner of the work and of the copyright of the work, and that it is the original work with him or her. In cases where fees or licences for the use of copyright material used in the work are required, the staff member will provide the University with a list of the same and indemnify the University against any loss should the list be incomplete.
10. Nothing in this form of contract shall deny or be regarded as denying to the University the right to use copyright material without licence, cost, or fear of infringement where under the Copyright Act (Canada) the University may use copyright material without licence, cost or fear of infringement.

## **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**

- 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.
- 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) Prior service in the University's Spring Session, Summer Session, Off-Campus Evening Credit Program, and Extension Program will not count in the determination of the period of appointment; and
- 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 Department Chair, 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

**University of Alberta**  
**MINIMUM SALARY SCHEDULE FOR ACADEMIC STAFF EMPLOYED**  
**UNDER THE SESSIONAL AND OTHER TEMPORARY STAFF AGREEMENT**  
**July 1, 2005 - June 30, 2006**  
 (reflects scale increase of 3.50% over 2004 – 2005)

### FULL-TIME TEACHING STAFF:

<b>Period of Appt on U of A Staff</b>	<b>For Staff Who Do Not Hold the PhD or Equivalent</b>	<b>For Staff Who Hold the PhD or Equivalent</b>
	\$ per annum	\$ per annum
First	45,273	53,580
Second	46,853	55,440
Third	48,433	57,300
Fourth	50,013	59,160
Fifth	51,593	61,020
Sixth and Subsequent	53,173	62,880
Value of Service Increments	1,580	1,860

### PART-TIME TEACHING STAFF:

The minimum salary for teaching a one-term, 3-credit course is 10% of the applicable rate listed above. The value of a service increment is 3% of the per course salary rate. The **minimum** values for 2005-2006, per course, are:

	<b>For Staff Who Do Not Hold the PhD or Equivalent</b>	<b>For Staff Who Hold the PhD or Equivalent</b>
Salary	\$ 4,527.00	\$ 5,358.00
Value of Service Increment	\$ 136.00	\$ 161.00

### FULL-TIME LIBRARIANS:

<b>Period of Appt on U of A Staff</b>	<b>Minimum Salary Rate</b> \$ per annum
First	45,273
Second	46,853
Third	48,433
Fourth	50,013
Fifth	51,593
Sixth and Subsequent	53,173
Value of Service Increment	1,580

## **Appendix J**

### **Letter of Understanding**

The parties to this agreement have committed to the following understandings:

1.       Re clause 6.08:       The parties to the Agreement for sessionals and other temporary staff have agreed (6.08) that all positions shall be posted, where possible, four weeks prior to the opening of the class.

The parties accept that in special situations it may be necessary to fill positions with less notice, or in emergencies, with no opportunity for notice.

Appointments in such cases shall be made expediently to meet institutional needs; formal letters of appointment will be sent following selection of a candidate for the position.
2.       Re clause 6.10:       The Board agrees to provide the AAS:UA a record of all classes which are cancelled after a staff member has been appointed to teach the class. Such a memo shall be provided by the Associate Vice-President (Academic Administration) within 30 days of the last day of classes for each term.
3.       Re clause 17.03:       In 17.03 the parties have agreed to review salaries and benefits for staff appointed to teach during Special Sessions. As a result provisions in articles 17, 18 and 20 do not apply during the academic year 1998-99. Future application will be determined after the ARC has the opportunity to review the report of the task force.

The parties agree that application of article 12 (evaluation) and article 21 (leaves) will also be deferred for one year for this category of staff.

**MEMORANDUM OF AGREEMENT**

**between**

**PROVOST AND VICE-PRESIDENT (ACADEMIC)  
ON BEHALF OF THE BOARD OF GOVERNORS**

**and**

**ASSOCIATION OF ACADEMIC STAFF OF THE UNIVERSITY OF ALBERTA**

**(the “parties”)**

- A. This memorandum amends the Agreement – Sessionals and Other Temporary Staff, September 1, 1998, as per article 17.03 which provided:

17.03 For 1998-99, the current formula for determining salary rates for Special Sessions shall continue. The parties agree to strike a task force to review salaries and benefits for Special Sessions, with representation from the Association, Special Sessions, the Deans’ Council, and the Office of the Provost and Vice-President (Academic), with instructions to report by January 15, 1999.

- B. The parties hereby agree to amend the “Agreement” as follows:

Article 17.03 is amended as follows:

1. The salary for a staff member teaching during the intersession for a 3-credit course shall be the rate provided in accordance with the formula in 17.02 (b) for the previous academic term. For Special Sessions courses offered during the regular academic term, the minimum salary shall be the rate provided in accordance with the formula in 17.02 (b) for the current year. For courses which are less than or more than 3 units of course weight, the salary for a staff member teaching in Special Sessions shall be adjusted proportionally.

- C. Article 17.06.1 is amended as follows:

2. The rates in 17.01, 17.02 and 17.04 are minima. For staff members whose salaries are governed by 17.01, 17.02 or 17.04, salary levels above the minima shall continue to be possible. For staff members holding existing contracts of employment, which are more beneficial than these minima, the existing contracts shall continue to apply.

The rate set out in 17.03 (Special Sessions) is a fixed rate.

- D. Article 6 (Appointments) is amended by the addition of Article 6.03A as follows:

Article 6.03A

The following articles shall not apply to staff members appointed to Special Sessions.

- a. Articles 6.08 (Posting of Vacancies) through 6.10 (Cancellation of Classes) inclusive.
- b. Articles 17.07 through 17.07.03 (Increments) inclusive.
- c. Articles 18.05 (Vacation), 18.06 and 18.07 (Pensions) and 18.08, 18.09 and 18.10 (Benefits).
- d. Articles 21.01 through 21.09 (Childbirth Leave) inclusive.
- e. Article 7 (Renewal of Appointment).
- f. Article 12 (Evaluation).
- g. Article 27 (Layoff).

E. Article 18 (Benefits) is amended by adding the following as the last sentence of that Article:

“Except for 18.02 and 18.03 (Statutory Benefits), Article 18 shall not apply to staff members appointed to Special Sessions.”

E.1. Article 18.04 is deleted.

F.a) Amend Appendix G by adding the following “Note” as the first entry under the title (Salary Administration).

Note: The following articles in Appendix G (Salary Administration) shall not apply to staff members appointed to Special Sessions.

- a. Article 2.2 (Salary Minima).
- b. Article 2.3 (Qualifications on Appointment).
- c. Article 3.5 (Service Increment).

b) Article 3.1 is amended by adding the following as the last sentence:

For staff members appointed to Spring and/or Summer terms of Special Sessions, salary is paid bi-weekly; direct bank deposit is not available to staff who are paid bi-weekly.

G. Appendix I (Part-Time Teaching Staff Salary Schedule) is amended to add the following:

STAFF MEMBERS APPOINTED TO SPECIAL SESSIONS – SEE ARTICLES 17.03 AND 17.06.1.

H. The amendments take effect October 1, 1999.

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This Memorandum shall be appended to and form part of the “Agreement.”

Agreed on Behalf of the Association

Agreed on Behalf of the Provost and Vice-President  
(Academic)

Signed by Howard Welch  
March 20, 2000

Signed by Fran Trehearne  
March 15, 2000

**Letter of Agreement**

**between**

**the Association of Academic Staff of the University of Alberta (AAS:UA)**

**and**

**the Board of Governors of the University of Alberta (the Board)**

By their signatures below, representatives of the AAS:UA and Board agree that consistent with the provisions of clause 28.02, article 6 (appointments), article 7 (renewal of appointment), article 12 (evaluation), clauses 17.02 (c) (proportionality of courses), 17.03 (Special Sessions) and 18.09 and 18.10 (benefits for part-time staff) will remain in force until June 30, 2001.

Signed by Fran Trehearne  
For the Board

Signed by Jeanette Buckingham  
For the AAS:UA

June 2, 2000

## Memorandum of Agreement

- A. Article 18.06 (Pension) of the Collective Agreement Sessionals and Other Temporary Staff dated September 1, 1998 provides as follows:
- “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.” The parties refer to this payment as “pay in lieu of pension.”
- B. Effective January 1, 2001, the Universities Academic Pension Plan (UAPP) was amended to meet the membership policy as required by the Alberta Employment Pensions Plans Act (EPPA). As a result of the amendment, full-time academic staff members with temporary contracts of employment of at least one year in duration and commencing on or after January 1, 2001 shall participate in the UAPP. For that reason “pay in lieu of pension” will be discontinued.
- C. Notwithstanding B, above, “pay in lieu of pension” will continue to be paid to full-time academic staff members who were hired prior to January 1, 2001 until such time as they meet the eligibility requirements for participation in UAPP. Participation in UAPP for these staff members will begin on the first contract renewal date on or after January 1, 2001.
- D. The UAPP amendment also mandates participation for part-time staff academic staff members hired on or after January 1, 2001 with appointments of at least one year in duration. Staff members must meet the minimum earnings requirement of 35% of the YMPE (Yearly Maximum Pensionable Earnings). Staff members who were hired prior to January 1, 2001 will participate on the first contract renewal date on or after January 1, 2001 provided the staff member has at least two years of continuous service at the contract renewal date and meets the minimum earnings requirement.
- E. The University of Alberta membership policy for the UAPP approved by the Board of Governors September 17, 2000, shall apply hereafter.
- F. This Memorandum of Agreement shall be appended to and form part of the Collective Agreement for Sessionals and Other Temporary Staff dated July 1, 2000.

Signed by Fran Trehearne  
On Behalf of the Board of Governors  
February 15, 2001

Signed by Howard Welch  
On Behalf of the Academic Staff Association  
February 20, 2001