

Schedule G

TEMPORARY LIBRARIAN, ADMINISTRATIVE AND PROFESSIONAL STAFF

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Article G1: Appointments

- G1.01.1 "Temporary Appointment" means an appointment with a fixed or rolling term, which will be terminated at the expiration of the fixed/rolling term or which may be terminated earlier by resignation, retirement, death, or in accordance with the terms of this Agreement.
- G1.01.2 The appointment of a TLAPS Member in a Faculty shall be made by the Dean; the appointment of a TLAPS Member not in a Faculty shall be made by the appropriate Vice-President. The appointment of a TLAPS Member shall be evidenced by the letter of appointment, an example of which is shown in Appendix G.1.
- G1.01.3 The parties agree that, where possible, persons holding doctoral level qualifications or the equivalent professional qualifications shall receive preferential consideration in making appointments.
- G1.01.4 The parties agree that appointments shall be based on merit, taking into account the special considerations outlined in G2.02.3 and G2.02.4.
- G1.01.5 A TLAPS Member shall be appointed to a Temporary Appointment for the term stated in the letter of appointment and may be either a full-time or part-time appointment for professional and administrative duties and for librarian duties and shall include rolling term appointments.

Special Conditions

- G1.02.1 A Dean or Vice-President may appoint a TLAPS 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.
- G1.02.2 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 TLAPS Member provided:
- a) the variations have been recommended by a Dean and are approved in writing by the TLAPS Member; and,
 - b) the Vice-President has consulted with the President of the Association prior to approval.

Removal Grants

- G1.03 A TLAPS 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 as Appendix G.2.

Basic Conditions

- G1.04.1 A TLAPS Member shall be provided appropriate workspace and reasonable access to support services for the discharge of responsibilities.
- G1.04.2 A TLAPS 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 TLAPS Member's contract of appointment or the next following August 31.

Article G2: Renewal of Appointments

- G2.01.1 Following an assessment of satisfactory performance, a TLAPS 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).
- G2.01.2 A TLAPS 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 TLAPS Member shall receive a minimum of 3 months' notice of termination.
- G2.01.3 Notwithstanding Article G2.01.1., when the need ceases for the position held by a TLAPS 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 TLAPS Member in writing. The appointment of the TLAPS Member shall terminate on the next following June 30. If the information is not provided by April 1, the TLAPS Member shall receive a minimum of 3 months notice of termination. The TLAPS Member shall receive a severance allowance in accordance with Article G10.04.

Advertising of Positions

- G2.02.1 Recruitment, including the advertising of positions, shall be conducted in accordance with the policies, procedures and protocols of the University, as amended from time to time.
- G2.02.2 Notwithstanding Article G2.02.1, prior to advertising full-time or part-time positions available with the status of Term or Rolling Term, a Supervisor shall notify current TLAPS Members in the Unit of such positions, either directly or through a posting, and provide them with the opportunity to indicate their interest in the positions available.
- G2.02.3 A TLAPS Member who has indicated their interest in an available position per Article G2.02.2, shall be considered before any other candidates and shall be appointed provided they possess:
- a) the required academic qualifications in accordance with the position description;
 - b) the qualifications to perform the required duties; and
 - c) the quality and effectiveness of previous service as determined by the Employer.
- G2.02.4 Where two or more candidates possess the criteria set out in Article G2.02.3, the candidate assessed to be the most qualified as against those 3 criteria will be selected. If they are assessed as relatively equal, the candidate with the greatest length of service will be selected.

Conversion

- G2.03.1 A TLAPS Member who has served 6 continuous years of full-time employment whether in a rolling term or in successive term appointments shall be considered by their Supervisor for conversion of their current appointment to a (continuing) APO appointment, performing the same duties. A decision of the Supervisor may be appealed to the appropriate Vice President whose decision shall be final and binding.
- G2.03.2 The application of Article G2.03.1 shall not require the TLAPS Member to serve any probationary period if their TLAPS Member appointment is converted to a continuing APO appointment.

Article G3: University Responsibilities

G3.01 The general duties of a TLAPS Member shall be specified in the letter of appointment. A job description shall be attached to the letter of appointment. Specific duties shall be assigned by the Supervisor.

Service

G3.02 The degree of participation in the governance of the University and other service responsibilities may vary from TLAPS Member to TLAPS Member and from time to time. Participation may be initiated by the TLAPS Member.

Dispute Resolution

G3.03 If there is a dispute with respect to a TLAPS Member's responsibilities, the TLAPS Member shall have recourse to the Supervisor, the officer to whom the Supervisor reports, and to the appropriate Vice-President. The decision of the Vice-President shall be final and binding.

Article G4: Supplementary Professional Activities (SPA)

Application

G4.01 This Article G4 shall apply exclusively to all full-time TLAPS Members.

Scope and Context of SPA

G4.02.1 A TLAPS Member who is a full-time employee has a primary obligation to fulfil University responsibilities. The TLAPS Member shall remain current with recent developments in the discipline through personal professional development.

G4.02.2 One means of accomplishing professional development may be through professional activity which is supplementary to the primary obligations to the University.

G4.02.3 Subject to the provisions of this Article G4, a TLAPS Member may engage in SPA. SPA shall not prevent, hinder or unduly interfere with the TLAPS Member's primary responsibilities.

Definition of SPA

G4.03 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 TLAPS Member's profession, e.g., medicine, nursing, law, etc.

Approval of SPA

G4.04.1 A TLAPS Member shall obtain written approval of the Supervisor prior to undertaking major SPA. Prior to approving SPA, the Supervisor shall ensure that primary University responsibilities will be performed satisfactorily.

G4.04.2 If there is a dispute with respect to a TLAPS Member's SPA, the TLAPS 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.

G4.04.3 The conditions governing SPA are set out in Appendix G.3.

Article G5: Delegation

- G5.01 The Board confirms delegation of its powers, duties and functions for the performance of its responsibilities contemplated by the terms of the Common Agreement and this Schedule G (with the power to subdelegate as set out in this Article), including responsibilities assigned to a person or committee pursuant to:
- a) Article G1 – Appointments
 - b) Article G2 – Renewal of Appointment
 - c) Article G6 – Evaluation
 - d) Article 7 – Discipline
 - e) Article G10 – Lay Off
- G5.02 The authority of any party described in Article G5 to delegate responsibilities under this Article includes the authority to revoke those delegated responsibilities and to exercise those responsibilities directly. The revocation of a delegated responsibility does not nullify decisions, order, directions or recommendations made at the time the delegation of responsibilities remained in effect.
- G5.03 A senior administrator of the University may delegate to another senior administrator of the University or to a TLAPS Member any of the responsibilities assigned in the Common Agreement and this Schedule G to the senior administrator, subject to approval in writing by the administrator to whom the senior administrator reports.
- G5.04 The President of the Association may delegate any responsibility to another member of the executive of the Association or to the Executive Director of the Association.
- G5.05 All delegations of responsibility and revocations of delegation under this article shall be in writing.
- G5.06 If, in the Common Agreement or this Schedule G, a decision is to be made by the Association, the decision shall be made by the President of the Association subject to such restriction as the Association, acting in accordance with its bylaws, may determine. Any Association policy which restricts the ability of the President of the Association to act shall be communicated in writing to the Provost.

Article G6: Evaluation

- G6.01.1 The performance of a TLAPS Member shall be evaluated in accordance with this Article G6.
- G6.01.2 The Supervisor shall be responsible for the evaluation procedures.
- G6.01.3 TLAPS Members in the Library may be reviewed in accordance with procedures for evaluation recommended by Library Council and approved by the Provost following consultation with the Association.

Procedures for Review

- G6.02.1 The review of performance shall be based on criteria of performance set out in the TLAPS Member's job description and assignment of duties.
- G6.02.2 The Supervisor shall meet with the TLAPS Member to discuss performance, if the TLAPS Member so requests.

G6.02.3 The Supervisor shall determine whether performance was:

- a) exemplary,
- b) satisfactory, or
- c) unsatisfactory.

Timing

G6.03 Evaluation shall be concluded prior to June 30 for assessing all performance in the previous academic year and decisions shall be conveyed to the TLAPS Member in writing by July 15.

Application

G6.04 The evaluation and decision shall be used:

- a) to provide a formal appraisal of services;
- b) to award Increments in accordance with G9.02;
- c) to decide on the extension of rolling term appointments in accordance with G2.01;
- d) as information to determining future appointments under this Agreement.

Article G7: Termination

G7.01 The term of an appointment shall be indicated on the letter of appointment (Appendix G.1). There is no obligation on the University to extend the appointment beyond that term or to reappoint the TLAPS Member.

G7.02 A TLAPS Member may resign during the term of appointment. The TLAPS Member is encouraged to give one month's notice, in writing, to the Dean or the Vice-President who made the original appointment.

G7.03 On termination, a TLAPS Member must return all University property to the appropriate departmental officer.

Article G8: Benefits

Vacation

G8.01.1 Each TLAPS Member whose term of appointment is for 12 months or longer shall be entitled to an annual vacation of 22 days.

G8.01.2 Each TLAPS Member whose appointment is for less than 12 months shall receive pay in lieu of vacation equal to 4% of salary payable.

G8.01.3 Salary in lieu of vacation shall not be paid to TLAPS Members except as indicated in Article G8.03.2.

G8.01.4 Unused vacation time may not be carried forward from year to year without the advance written consent of the Vice-President or Dean.

Pension

G8.02.1 The Board shall pay to TLAPS 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.

G8.02.2 Notwithstanding Article G8.02.1, a TLAPS 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 TLAPS Member's option, may opt for the benefit under Article G8.02.1. If the TLAPS Member opts for the benefit under Article G8.02.1, the TLAPS Member shall inform the Employee Programs Office, Human Resource Services, in writing of the decision not later than September 30, 1998. If the TLAPS Member does not opt for the benefits under Article G8.02.1, participation in the UAPP shall continue.

Benefits

G8.03.1 A TLAPS Member whose appointment is for 8 months or longer and who is full-time, shall participate in the benefit plans set out in Appendix G.5, 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.

G8.03.2 A TLAPS Member whose appointment is part-time or is less than 8 months in duration is currently not eligible for the benefit programs.

G8.03.3 In lieu of the benefit programs, the Board shall pay to a TLAPS Member whose appointment is part-time or is for less than 8 months in duration, an amount equal to 3% of salary.

Eligibility

G8.04.1 A TLAPS Member who has been granted leave with full pay shall remain eligible for full participation in the benefit programs under this Article G8. (Benefits coverage for a TLAPS Member on Maternity Leave shall be in accordance with Article 8.06.4(b).)

G8.04.2 A TLAPS 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 TLAPS Member is eligible to participate in the University's Health Insurance Plan as set out in Appendix G.5 in accordance with eligibility restrictions stated therein.

Article G9: Salaries and Increments

Salaries

G9.01.1 The minimum salary for a TLAPS 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 TLAPS Member who is part-time shall be proportional to the foregoing.

G9.01.2 Salary rates for TLAPS Members performing administrative or professional duties shall be determined by the following procedures:

- a) Prior to making an offer of appointment, the appointing officer shall discuss an appointment salary range with the Provost or his designate. The primary purpose of this consultation is to maintain salary equity in TLAPS Members' appointments.
- b) Where required, the appointing officer may request a variation in the range for market or recruitment reasons.
- c) A TLAPS 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.

- G9.01.3 The salary rates referenced in Article G9.01.1 and G9.01.2 are minima. Salary levels above the minimum shall continue to be possible. For TLAPS Members holding existing contracts of employment, which are more beneficial than these minima, the existing contract shall continue to apply.
- G9.01.4 Salary levels shall be determined and paid in accordance with Appendix G.6 and the guidelines outlined in Appendix G.4.

Increments

- G9.02.1 A TLAPS 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 TLAPS Member has received no more than 5 Increments in the past.
- G9.02.2 Additional Increments may be awarded at the decision of the appointing officer.
- G9.02.3 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.
- G9.02.4 The value of Increments shall be 3% of base salary, except that the value of Increments for TLAPS Members performing Librarian duties shall be the same as the value at the rank of Librarian 1.

Article G10: Layoff

- G10.01 This Article G10 shall not apply to those TLAPS Members whose appointments terminate by the end of a current academic year (June 30).
- G10.02 In the case of TLAPS Members other than those excluded under Article G10.01, if the appointing officer determines that the need for the appointment of a TLAPS Member no longer exists or that funding for the appointment is no longer available or is insufficient, the appointing officer shall so advise the TLAPS Member, in writing, and the appointment of the TLAPS Member shall terminate under the terms and conditions of G10.03. A copy of the notice shall be sent to the Association.
- G10.03 Prior to sending the notice, the appointing officer shall meet with the TLAPS Member to discuss the recommendation. The TLAPS Member shall have the right to be accompanied at such a meeting by a representative of the Association.
- G10.04 If an appointment of a TLAPS Member is terminated under G10.02, the following conditions shall govern notice and severance:
- a) The notice period shall be 3 months;
 - b) Where the TLAPS Member's service to the University up to the date of termination advice under G10.02 is less than one year, the TLAPS Member shall not be entitled to severance upon termination;
 - c) Where the TLAPS Member's service to the University up to the date of termination advice under G10.02 is one year or more, the TLAPS Member shall be entitled to severance of one month's salary for each year of service, to a maximum of 9 months' salary;
 - d) Notwithstanding the foregoing, the appointing officer may offer the TLAPS Member whose appointment is being terminated under this Article G10 an alternative appointment and, if so, a new contract shall be entered into between the University and the TLAPS Member and the rules under this Article G10 shall be amended appropriately.

G10.05 During the notice period, the TLAPS Member shall perform such duties as may be assigned or be placed on leave with full pay or be required to take any accumulated vacation, or a combination of the foregoing; after discussion with the TLAPS Member, the Supervisor shall decide which of the foregoing shall apply.

[Name]
[Address]

[enter date]

Dear [Name]:

On behalf of the Board of Governors of the University of Alberta, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement, including Schedule G for Temporary Librarian, Administrative, and Professional Staff (TLAPS), a copy of which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Collective Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Position:
2. Department:
Faculty:
3. Period of appointment: [Start Date] to [End Date]
4. Full-Time/Part-Time:
5. Salary: **[\$Salary] per annum**
6. Duties (Administrative/Professional, Librarian):
7. Special conditions, if any:
8. You may be eligible for a removal grant of **[\$n/a or other]** in accordance with Article G1.03 and Appendix G.2 of the Agreement.

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

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

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

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

Yours sincerely,

[Name]
[Title]

Received by University

**ACCEPTANCE**

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

Date at _____
(City)This _____ day of _____, _____
(Day) (Month) (Year)_____
Signature

Appendix G.2: Removal Grant Regulations

1. Removal Grant

A TLAPS 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 TLAPS 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 50 kms 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 |

- Domicile shall be the place of normal residence of the TLAPS Member immediately prior to the taking up of the appointment in Edmonton.
- The TLAPS 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:
 - The grant will be considered as income for income tax purposes and reported on the TLAPS 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.
 - In the event that a TLAPS Member receives a future appointment to a full-time **tenurable** position, they 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 TLAPS Member (see #6 below).
- 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.
- If the TLAPS Member does not, of their own volition, complete the contractual period of appointment they must refund the removal grant in full. Unless other arrangements are made, such a refund will be deducted from the TLAPS Member's terminal salary cheque.
- 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 TLAPS Members. In the event that a full-time TLAPS Member is appointed as a full-time tenurable Staff Member immediately following the expiry of the temporary appointment, they may **apply** for a supplementary removal allowance, which will be the difference between the amount they would be eligible to receive as a tenurable Staff Member and the amount actually received as a TLAPS Member. In light of this possibility, the full-time TLAPS 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.
- A TLAPS Member who received a removal grant covering an appointment during the immediately preceding academic year (July 1 - June 30) is not normally eligible to receive such a grant covering an appointment during the current academic year. Exceptions to this rule may only be made by the Provost upon the recommendation of the appropriate Dean.

Appendix G.3: Conditions for Supplementary Professional Activities (SPA)

1. SPA at the University

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

2. SPA Outside the University

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

Appendix G.4: Salary Administration

1. Salary

There is a minimum salary schedule for TLAPS Members, one which relates minimum salaries to the TLAPS Member's academic qualifications and to prior experience as such a TLAPS 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 8 months (the regular teaching session - September 1 to April 30) to one year;
- b) If a TLAPS Member is in the second 8-month, or sessional appointment, they will be considered to be in the second period of appointment, etc;
- c) Appointment terms of less than 8 months shall be converted to the general rule in paragraph 2.1(a), above. For example, a TLAPS Member in the second 4-month appointment will be considered to be in the first period of appointment;
- d) [Vacant]
- e) If there is a break in service of 12 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 paragraph 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, TLAPS 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 TLAPS 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 they 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 TLAPS Members.

3.5 A TLAPS 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 TLAPS 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 G.5: Benefits

1. Alberta Health Care Insurance (AHC)

- 1.1 A full-time TLAPS Member whose appointment is for one year or longer shall participate in the University group of AHC, provided that the TLAPS Member is eligible to participate in the AHC. Such participation shall be for single coverage or family coverage, depending on the TLAPS Member's circumstances; in either case, the University pays the entire premium.
- 1.2 A full-time TLAPS Member whose appointment is for 8 months or longer but for less than one year shall participate in the University group of AHC. If the TLAPS Member is single, the University will pay the entire premium. If the TLAPS Member has eligible dependents, they will participate in family coverage; the University will pay the premium for single coverage and the TLAPS 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 TLAPS Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University group of AHC.
- 1.4 Notwithstanding paragraphs 1.2 and 1.3, a TLAPS Member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirements of either paragraphs 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 TLAPS 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 TLAPS Member's circumstances; in either case, the University pays the entire premium.
- 2.2 A full-time TLAPS Member whose appointment is for 8 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 TLAPS Member is single, the University will pay the entire premium. If the TLAPS Member has eligible dependents, they may participate in family coverage; the University will pay the premium for single coverage and the TLAPS 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 TLAPS Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University group of SHC.
- 2.4 Notwithstanding paragraphs 2.2 and 2.3, a TLAPS Member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirements of either paragraphs 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 TLAPS 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 TLAPS Member's circumstances; in either case, the University pays the entire premium.

- 3.2 A full-time TLAPS Member whose appointment is for 8 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 TLAPS Member is single, the University will pay the entire premium. If the TLAPS Member has eligible dependents, they are eligible for family coverage; the University will pay the premium for single coverage and the TLAPS 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 TLAPS Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University's DC program.
- 3.4 Notwithstanding paragraphs 3.2 and 3.3, a TLAPS Member who has consecutive appointments with no breaks between them and where the total of such appointments satisfies the requirement of either paragraphs 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 TLAPS 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 TLAPS Member whose appointment is for 8 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 6 months following the onset of the disability. In the meantime, the TLAPS Member could apply for Employment Insurance benefits, depending on eligibility for that program.
- 4.3 A full-time TLAPS Member whose appointment is for less than 8 months or who is on a part-time appointment is not eligible to participate in the University's LTDI plans.
- 4.4 Notwithstanding paragraph 4.3, a TLAPS Member who has consecutive appointments with no break between them, and where the total of such appointments satisfies the requirements of paragraphs 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 TLAPS 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 paragraph 5.1, a TLAPS 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 TLAPS Member whose appointment is for 8 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 TLAPS Member whose appointment is for less than 8 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 paragraphs 5.3 and 5.4, a TLAPS Member who has consecutive appointments with no break between them and where the total of such appointments satisfies the requirements of either paragraphs 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 TLAPS Member who is eligible to participate in the Group Life Insurance program under paragraphs 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 30 units. The entire cost of optional life insurance is borne by the TLAPS Member.
- 5.7 A TLAPS Member who is eligible to participate in the Group Life Insurance program under paragraphs 5.1, 5.3 or 5.5 may insure their dependents under an optional group life plan.

6 Professional Expenses

- 6.1 A full-time TLAPS Member whose appointment is for 8 months or longer is eligible to participate in the University's Professional Expense program. Under that program, the University will reimburse the TLAPS Member for professional expenses which are not otherwise reimbursed by the University and which relate to the TLAPS 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 TLAPS 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 paragraph 6.2, a TLAPS 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 TLAPS Member who, with the approval of the Supervisor, enrolls in courses at the University. Such remissions shall be limited to the equivalent value of 4 single term credit courses in Arts per year; if a TLAPS Member's service is less than one year, they will be eligible for a pro-rated remission maximum. Normally, a TLAPS Member shall not be enrolled in more than one course at a given time.
- 7.2 A TLAPS Member whose appointment is for less than 8 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 TLAPS Member whose appointment is for 8 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 TLAPS Member is single, the University will pay the entire premium. If the TLAPS Member has eligible dependents, they may participate in family coverage; the University will pay the premium for single coverage and the TLAPS 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 TLAPS Member whose appointment is for less than 8 months or who is on a part-time appointment is eligible to participate in the UAHIP. If the TLAPS Member enrolls in the UAHIP, they will pay 100% of the appropriate single or family premium by payroll deduction.

Appendix G.6: Salary Schedule

**Salary Levels for Temporary Administrative Professionals
July 1, 2018 to June 30, 2020**

| Level | Salary Range |
|--------------|-----------------------|
| 1 | \$61,391 - \$102,355 |
| 2 | \$65,906 - \$109,772 |
| 3 | \$69,024 - \$114,611 |
| 4 | \$74,723 - \$124,718 |
| 5 | \$80,744 - \$134,608 |
| 6 | \$86,549 - \$144,608 |
| 7 | \$92,570 - \$154,821 |
| 8 | \$98,377 - \$164,283 |
| 9 | \$112,460 - \$183,742 |
| 10 | \$123,642 - \$202,558 |

**Minimum Salary Schedule for Temporary Full-Time Librarians
July 1, 2019 to June 30, 2020**

| Minimum Salary | Maximum Salary | Single Increment |
|-----------------------|-----------------------|-------------------------|
| \$62,231 | \$86,166 | 11 @ \$ 2,176 |
| \$86,167 | \$124,387 | 15 @ \$ 2,548 |

Located on the Human Resource Services website:

Temporary Administrative Professionals:

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

Temporary Librarians:

<https://cloudfront.ualberta.ca/-/media/hrs/pay-and-tax-information/salary-scales/tlap-librarian-2019-2020.pdf>

Appendix G.7: Copyright Regulations (2016)

1. Ownership

- 1.1 Pursuant to 11.02, a Staff Member who creates a Work resulting from or connected with the Staff Member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix G.7.
- 1.2 For the purposes of this Appendix G.7 and Article 11, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a Staff Member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a Staff Member creates a Work pursuant to a written agreement between the Staff Member and the University, that agreement shall address the University's arrangement with the Staff Member regarding ownership or other interest in that Work.
- 1.6 If a Staff Member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.
- 1.7 If a Staff Member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the Staff Member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the Staff Member), the University has the right to obtain from the Staff Member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the Staff Member cannot unilaterally assign or licence Works that are not wholly owned or created by that Staff Member.

2 University Licence

General Principles

- 2.1 Subject to paragraphs 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a Staff Member that results from or is connected with the Staff Member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).
- 2.2 The purposes referred to in paragraph 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by paragraph 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a Staff Member must assign copyright to a Work to a third party as a condition of publication. In such a case, the Staff Member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in paragraph 2.1.
- 2.4 The licence contemplated by paragraph 2.1 does not preclude a Staff Member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A Staff Member, reasonably believing that their Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the Staff Member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in paragraphs 2.7 to 2.10 inclusive, the licence contemplated by paragraph 2.1 does not apply to any Work created by a Staff Member to fulfill assigned course responsibilities under Article G3.01.
- 2.7 The licence contemplated by paragraph 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a Staff Member is unable or unavailable to deliver all or part of a course duly assigned to that Staff Member, the University may use the Work described in paragraph 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a Staff Member is assigned course responsibilities under Article G3.01 that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by paragraph 2.1 applies to those materials and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

3.1 In addition to this Appendix G.7, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

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

5. Collaborative Works

5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.

5.2 Subject to paragraphs 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix G.7, if a Work is created by a Staff Member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that Staff Member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

5.3 If a Work is created by a Staff Member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

- (a) a written agreement between that Staff Member and that individual or those individuals;
- (b) a written agreement between the University and another organization; or
- (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the Staff Member, with the necessary changes.

6. Guidelines

6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix G.7, to assist Staff Members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix G.7.

Appendix G.8: Definitions

1. "Department Chair" means the chief executive officer of a Department.
2. "Acting" when referring to an officer of the University (President, Vice-President, Dean, Department Chair or other officer) means a person designated to act for the officer during the officer's absence; the person who is acting shall have the same authority and responsibility during the appointment as the officer has under the terms of this Agreement.