



**UNIVERSITY
OF ALBERTA**

Handbook of Terms and Conditions of Employment for Non-Union Employees

Effective July 6, 2026

Approved: March 27, 2026

Best efforts will be made to ensure that all links and information in this document remain current. However, in the event of any discrepancy between this document and applicable legislation, the legislation shall take precedence. This document will be reviewed annually to maintain accuracy and relevance. If you encounter a broken or outdated link, please email elrhse@ualberta.ca

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Section 1: Common Provisions

1.0 Introduction

- 1.0.1** This handbook provides the general terms and conditions of employment for all non-union Employees.
- 1.0.2** If there is a conflict between this handbook and governing legislation, governing legislation will prevail. Governing legislation (as amended from time to time) includes but is not limited to: [Public Sector Employers Act](#), [Post-secondary Learning Act](#), [Public Sector Compensation Transparency Act](#), and the [Alberta Employment Standards Code](#).
- 1.0.3** Salaries or severance payments are subject to disclosure in accordance with the *Public Sector Compensation Transparency Act*.
- 1.0.4** This handbook does not apply to the following:
- a. The University's President;
 - b. The University's Vice-Presidents;
 - c. Other categories of Employees represented by the following: The Association of the Academic Staff of the University of Alberta (AASUA), University of Alberta Non-Academic Staff Association (NASA), Postdoctoral Fellows Association (PDFA) and Graduate Students' Association (GSA).
- 1.0.5** The University may change any term or condition of employment in this handbook in whole or in part on two months' written notice to Employees of the changes, as the University in its sole discretion considers appropriate.
- 1.0.6** The University retains all functions, rights, power and authority which has not specifically been bridged, delegated or modified by the Handbook.
- 1.0.7** This handbook will be reviewed annually following its effective date to ensure ongoing compliance with applicable legislation, policies, and procedures. The review will verify that all reference points and website links remain current.

1.1 Definitions

- 1.1.1 **Academic Administrator** – means an excluded appointment as defined by the Recruitment Policy, as amended from time to time.
- 1.1.2 **Bargaining Unit** – means one of the recognized University bargaining units i.e., AASUA, NASA, PDFA, GSA.
- 1.1.3 **Board** – means the Board of Governors of the University of Alberta.
- 1.1.4 **Casual Employee** – means an arrangement where an Employee works periodically rather than continuously – such as short-term assignments spaced out over longer intervals, without a predictable or recurring schedule.
- 1.1.5 **Continuing Employee** – means an Employee who is appointed to a position of sixteen (16) hours/week or greater and the appointment has no end date.
- 1.1.6 **Employee** – means a non-union or excluded individual whose appointment letter states their employment by the University is governed by the provisions in this Handbook.
- 1.1.7 **Excluded Benefits Program** – means the benefit plan for eligible Employees.
- 1.1.8 **Excluded Disability Leave Plan** – means the document that contains the non-union Disability Leave Plan rules and regulations.
- 1.1.9 **Immediate Supervisor** – means the person to whom the Employee directly reports.
- 1.1.10 **Non-Union Employee** (may also be referred to as Excluded Employee) - means an employee who is not otherwise covered under one of the recognized University bargaining units.
- 1.1.11 **Senior Administrator** – means the most senior administrator (e.g. Associate Vice-President, Dean, Director) for an administrative or academic unit.
- 1.1.12 **Temporary Employee** – means an Employee who is appointed to a position of sixteen (16) hours/week or greater and the appointment is for a specific period of time no less than eight (8) months in length.

- 1.1.13 Term Employee** – means an Employee who is appointed on a full or part time basis for a specified period of time or for a specific project or activity. Appointments will be less than sixteen (16) hours per week or less than eight (8) month in length.
- 1.1.14 University** – means the Governors of the University of Alberta, being the legal name of the University of Alberta.
- 1.1.15 Vice-President** – means the Vice-President responsible for the administrative unit or faculty.

1.2 Compliance with Policies and Procedures

- 1.2.1** Employees are responsible for reviewing and complying with applicable University mandatory training programs, policies, procedures, directives and other governance documents. If there is a conflict between this handbook and any policy or procedure of the University, this handbook will prevail. If there is a conflict between this handbook and any policy or procedure of the University, this handbook will prevail.

1.2.2 Confidentiality

During the course of employment with the University, Employees have access to certain confidential and proprietary information, disclosure of which could be harmful to the interests of the University. Employees are accountable for safeguarding the confidential information of the University unless given written consent by the University to disclose the information or as required by law. This commitment to confidentiality extends beyond the end of the employment relationship and does not have an end date. A breach of confidentiality or misuse of information could result in discipline up to and including the termination of the employment relationship with the University, as well as the University seeking any and all remedies at law, including obtaining an injunction to stop any breach.

1.3 Employment

1.3.1 Appointments

- 1.3.1.1** The appointment of an Employee may be made by the Immediate Supervisor with written approval from the Senior Administrator.

- 1.3.1.2 A letter of appointment will be duly executed by the Senior Administrator and the Employee, and will confirm the appointment of the Employee.
- 1.3.1.3 The Employee's appointment commences on the date set in the letter of appointment.
- 1.3.1.4 Appointments for Academic Administrators, Temporary, Casual, and Term Employees will conclude on the appointment end date specified in the letter of appointment. However, these appointments may be terminated prior to the end date in accordance with this handbook.

1.3.2 Salaries

- 1.3.2.1 Salaries will be paid in accordance with the University's regular [payroll schedule](#) and are subject to all required deductions.
- 1.3.2.2 Salaries are subject to the requirements of any applicable compensation-related legislation including but not limited to the *Public Sector Employers Act* and the *Public Sector Employers Amendment Act, 2023*, any successor legislation and the *Guidelines, Regulations, Handbooks, Compensation Plans, Compensation Policies* or similar requirements, as may be enacted or amended from time to time.

1.3.3 Service

An Employee's service date refers to their original hire date with the University, provided there is no break in service. A break in service occurs when an Employee is not rehired within the time limits specified by the [Alberta Employment Standards Code](#).

1.3.4 Hours of Work

The standard work week is forty (40) hours/week. Flexible schedules may be considered to balance Employee needs with operational demands. Employees will discuss preferred hours or adjustments with their Immediate Supervisor. Changes to hours may require Senior Administrator written approval.

1.3.5 Job-Protected Leaves

Employees are eligible for job-protected leaves in accordance with the [Alberta Employment Standards Code](#).

1.3.6 University Closures

1.3.6.1 Winter Closure

Subject to operational requirements, Continuing and Temporary Employees and Academic Administrators are entitled to four paid days off during the Winter Closure period from December 26 to December 31. Employees who are required to work during this time will be given equivalent time off in lieu, to be taken at a mutually convenient time.

Subject to operational requirements, Casual and Term Employees will be entitled to take, as days off *without pay*, the winter closure that is provided to all University Employees.

Section 2: Continuing and Temporary Employees

2.0 Scope of Application

- 2.0.1** This section applies to both Continuing Employees and Temporary Employees.
- 2.0.2** All provisions outlined in this section are intended to reflect the terms and conditions relevant to these employment categories.

2.1 Employment

2.1.1 Hours of Work

Continuing and Temporary Employees employed in a managerial, confidential, or other exempt occupational capacity are not eligible for overtime as outlined in the [Alberta Employment Standards Code](#).

2.1.2 Evaluation of Positions

- 2.1.2.1** The position description outlines the role and is used to evaluate the job and set pay.
- 2.1.2.2** Position descriptions and their associated evaluation will be available to the Employee upon request.

2.1.3 Annual Performance Reviews

In accordance with the [Excluded Compensation Framework](#), Employee annual performance will be evaluated for the performance period April 1 – March 31.

2.2 Leaves

2.2.1 Statutory and General Holidays

- 2.2.1.1** Full-time Employees are entitled to statutory and general holiday pay as outlined on the [Statutory Holidays and Closures](#) webpage.
- 2.2.1.2** Part-time Employees will be entitled to statutory and general holiday pay as outlined on the [Statutory Holiday and Closures](#) webpage, when the statutory and general holiday falls on the Employee's regularly scheduled shift. Statutory and general

holidays that do not fall on a regularly scheduled shift will be paid in accordance with the [Alberta Employment Standards Code](#).

2.2.3 Vacation

The vacation year is July 1 – June 30.

2.2.3.1 Full-time Employees will be entitled to an annual paid vacation in accordance with the following table (which will be considered accrued over the vacation year):

Continuous Service Completed	Days of Vacation
less than 15 years	25
15 years or more	30

2.2.3.2 Part-time Employees receive a prorated vacation entitlement of a full-time Employee based on their hours of work (which will be considered accrued over the vacation year).

2.2.3.3 Employees starting after July 1 will receive a vacation entitlement that is prorated based on 1/12 of their annual entitlement for each full month they work during the rest of the vacation year.

2.2.3.4 Employee vacation schedules will be subject to written approval by the Immediate Supervisor.

2.2.3.5 Vacation entitlement continues during periods of paid leave and is proportional to the length of the leave.

2.2.3.6 Vacation entitlement will not accrue in the following circumstances:

- a. leave without pay;
- b. long term disability leave; or
- c. that portion of partial leave for which no salary is paid.

2.2.3.7 Any unused vacation at the end of the vacation year will be carried forward to the following vacation year and managed in consultation with the employee's Immediate Supervisor.

2.2.4 Personal Leave Days

A full time Employee is eligible for five (5) personal leave days per year. Personal leave days will be prorated for part-time Employees based on their hours of work.

2.2.4.1 Personal leave days are based on the vacation year (July 1 to June 30). Employees starting after July 1 will receive an entitlement that is prorated based on 1/12 of their annual entitlement for each full month they work during the rest of the vacation year.

2.2.4.2 Personal leave days will not be carried forward to the next year, will not be paid out, and will be forfeited if not used in the vacation year.

2.2.5 Professional and Educational Leave

A Continuing Employee may be granted [professional or educational leave](#) with the written approval from the Vice-President, provided the leave is expected to benefit both the Employee and the University. Employees are eligible to apply for up to six (6) months of leave after three (3) years of service, and up to twelve (12) months of leave after six (6) years of service or six (6) years following a previous leave. Leave may be taken in full or distributed over multiple periods, as long as it does not exceed the maximum allowable duration.

2.2.5.1 During the leave, the Employee will receive one hundred percent (100%) of their base salary and will continue full participation in the Excluded Benefits Program, with the University maintaining its regular contributions. If the Employee accepts external grants, scholarships, or other financial assistance during the leave, the leave salary will be reduced to ensure total compensation does not exceed the Employee's normal salary.

2.2.5.2 Alternative employment during the leave is not permitted without prior written approval from the Senior Administrator. A return-to-service agreement is required before the leave begins, with the return period not exceeding the duration of the leave.

2.2.6 Medical Leave

Medical leave covers absences due to personal illness, non-occupational injury, short-term disability, medical consultations, and hospital or

institutional stays for prescribed medical care when such conditions prevent the Employee from performing their regular University responsibilities.

- 2.2.6.1** If the absence is expected to be four (4) weeks or less, the Employee will work directly with their Immediate Supervisor to coordinate the time away, subject to any required documentation (e.g. medical certificate).
- 2.2.6.2** If the absence is expected to be more than four (4) weeks but not more than twenty-six (26) weeks in total, the Employee is required to apply for benefits in accordance with the [Illness and Injury Leave guidelines](#). These guidelines outline eligibility criteria and entitlements for medical leave. A [medical certificate](#) as outlined in the Illness and Injury Leave guidelines is required in order to be approved for Medical Leave.
- 2.2.6.3** If the absence is expected to exceed twenty-six (26) weeks in total, the Employee must apply for the [Long-Term Disability \(LTD\) Program](#). If approved, the Employee will be placed on long-term disability leave and the terms and conditions of the LTD Program will apply.

2.2.7 Maternity Leave

2.2.7.1 Length of Leave

A pregnant Employee will be entitled to maternity leave in accordance with the [Alberta Employment Standards Code](#).

2.2.7.2 Top Up Benefits Payments

- 2.2.7.2.1** Top up benefits payments to an Employee who has been granted maternity leave and has been approved for Employment Insurance (EI) will be as follows:
 - a. for up to 15 weeks, 95% of regular salary (less usual deductions, less the weekly EI Maternity Benefits payment). In no case will the sum of the EI Maternity Benefits payment and the Top Up Benefits exceed 95% of regular salary.

- b. Full coverage under the Excluded Benefits Program including premiums paid in accordance with the program will continue during the top up benefit period.
- c. Following the top up benefit period, the Employee is eligible to continue benefit coverage if the Employee pays the total cost of premiums during the period they are on a leave without pay.
- d. An Employee receiving EI maternity benefits must provide the University with documentation confirming their eligibility for these benefits. This documentation is required to process the release of top up benefits payments.

2.2.8 Parental Leave

2.2.8.1 An Employee will be entitled to parental leave in accordance with the [Alberta Employment Standard Code](#).

2.2.8.2 Top Up Benefits Payments

2.2.8.2.1 The top up benefits payments to a maximum of ten (10) weeks for an Employee who has been granted parental leave and has been approved for Employment Insurance (EI) will be as follows:

- a. for up to 10 weeks, 95% of regular weekly salary (less usual deductions, less the weekly standard EI Parental Benefits payment). In no case will the sum of the standard EI Parental Benefits payment and the payment from the Top Up Benefits exceed 95% of regular salary.
- b. Full coverage under the Excluded Benefits Program including premiums paid in accordance with the program will continue during the top up benefit period.
- c. Following the top up benefit period, the

Employee is eligible to continue benefit coverage if the Employee pays the total cost of premiums during the period they are on a leave without pay.

- d. An Employee receiving EI Parental Benefits must provide the University with documentation confirming their eligibility for these benefits. This documentation is required to process the release of top up benefits payments.

2.2.9 Other Leaves

2.2.9.1 Bereavement Leave

In the event of a bereavement, an Employee will be approved for leave with pay up to five (5) working days.

2.2.9.2 Compassionate Leave

In the event of a sudden or serious illness involving a member of their family, an Employee will be approved for leave with pay up to two (2) working days.

2.2.9.2.1 In cases of catastrophic illness or family emergency, Employees are eligible to apply for [Compassionate Care and Emergency Leave](#) for up to six (6) months to attend to an emergency situation. The time off during this leave may be paid, partially paid or unpaid.

2.2.9.4 Job-Protected Leaves

Employees are eligible for other job-protected leaves in accordance with [Alberta Employment Standards Code](#).

2.2.9.5 Discretionary Leave

The Senior Administrator, in consultation with the HR Partner, may grant leave with pay, with partial pay, or without pay to an Employee for prescribed periods and purposes, subject to a written agreement.

2.3 Pension & Benefits

- 2.3.1** Employees are required to participate in the [Universities Academic Pension Plan](#) and [Excluded Benefits](#) programs as defined in the plan documents which are subject to change from time to time. Should there be a discrepancy between this section and the plan documents, the plan documents will prevail.
- 2.3.2** If eligible, the Employee will participate in the Executive Defined Contribution Supplemental Retirement Plan (EDCSR) and be provided with notional contributions on pensionable earnings in excess of the UAPP pension plan salary cap up to a maximum [Supplementary Plan Salary Cap](#) as established annually by the Board or its delegate.

2.4 Ending Employment

2.4.1 Resignation

An Employee who wishes to end their employment is required to provide written notice to their Immediate Supervisor in accordance with the minimums set out in [Alberta Employment Standards Code](#).

Upon resignation an Employee will be paid up to and including their last day for any accrued but unused vacation time.

2.4.2 Retirement

An Employee will normally provide three (3) months written notice to retire. No changes will be made to the retirement date unless mutually agreed to between the Immediate Supervisor and Employee.

Employees may request a phased retirement arrangement, either as a phased pre-retirement period (reduction in hours prior to retirement) or a phased post-retirement period (re-employment following retirement), subject to operational requirements. All phased retirement arrangements require the written agreement and approval of the Immediate Supervisor and Senior Administrator.

2.4.3 Termination of Employment

Employment may be terminated by the Immediate Supervisor in consultation with Human Resources and with written approval from the Senior Administrator subject to the following:

- a. For cause without notice or termination pay;
- b. Without cause:

2.4.3.1 Continuing Employee

- a. Within the first year of service, will receive one (1) week's notice or pay in lieu of notice;
- b. Upon completion of one (1) year of service, will receive one month's notice or pay in lieu of notice, for each full year of employment by the University with a minimum of one (1) month to a maximum of three (3) months; and
- c. Will receive termination pay equal to one (1) month's salary for each full year of employment by the University, plus a prorated amount for partial years of service based on completed months to a maximum payment equal to twelve (12) months' salary.
- d. The total of (a) and (b) will not exceed fifteen (15) months.
- e. When requested by the Continuing Employee and approved by the Associate Vice-President (Human Resources, Health, Safety and Environment), the University will provide reimbursement (upon proof of payment) for placement and job transition assistance at the University's expense.

2.4.3.2 Temporary Employee

- a. Within the first year of service, will receive one (1) week's notice or pay in lieu of notice;
- b. Upon completion of one (1) year of service will receive one (1) months' notice or pay in lieu of notice; and
- c. Will receive termination pay equal to one (1) month's salary for each full year of employment by the University, plus a

prorated amount for partial years of service based on completed months to a maximum payment equal to six (6) months' salary.

d. The total of (a) and (b) will not exceed seven (7) months.

2.4.3.3 Upon receiving termination notice, pay in lieu of notice, termination pay or a combination thereof, the Employee will not be entitled to receive any further notice, pay in lieu of notice, termination pay, or compensation of any kind.

2.4.3.4 Termination pay will normally be paid in a lump sum at the end of the notice period, unless the Employee requests an alternate payment which may be arranged subject to applicable tax regulations.

2.4.3.5 If the Employee returns to work for University during the notice period, termination pay will not be issued. If the Employee is re-employed during the period of time covered by termination pay, they will be required to repay the outstanding portion of pay that overlaps with the new employment.

2.4.4 Position Abandonment

An Employee who is absent from work and who has not informed the Immediate Supervisor or Senior Administrator will after three (3) consecutive work days of such unauthorized absence be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances beyond their control prevented them from reporting to work, including but not limited to any protected grounds under the *Alberta Human Rights Act* that require accommodation under the applicable policies and procedures.

Section 3: Casual and Term Employees

3.0 Scope of Application

- 3.0.1 This section applies to Casual and Term Employees, including those classified as excluded academic staff, who are excluded from the various bargaining units.
- 3.0.2 These Employees may be compensated through an hourly wage or a fixed payment based on a predetermined agreement outlining the maximum number of hours per month.
- 3.0.3 All provisions outlined in this section are intended to reflect the terms and conditions relevant to these employment categories.

3.1 Definitions

- 3.1.1 **Regular Day of Work** – means that a weekday will be considered a regular day of work for an employee if, in the nine (9) weeks immediately preceding a statutory holiday, the employee worked the same weekday on at least five (5) occasions (“the 5 of 9 rule”).

3.2 Employment

3.2.1 Salaries

All Employees will be compensated in accordance with the wage requirements set by the [Alberta Employment Standards Code](#). Wage rates are reviewed regularly to maintain compliance with any changes to employment laws.

3.2.2 Hours of Work

Employees are eligible for overtime in accordance with the [Alberta Employment Standards Code](#).

3.3 Leaves

3.3.1 Statutory and General Holidays

Employees are eligible for up to 9 statutory holidays if the holiday is considered a regular day of work according to “the 5 of 9 rule”. Employees receive their regular earnings for that day.

3.3.2 Vacation

Employees are entitled to vacation pay as a percentage of wages in accordance with the [Alberta Employment Standards Code](#).

3.4 Ending Employment

3.4.1 Resignation

An Employee who wishes to end their employment will give written notice to their Immediate Supervisor in accordance with the [Alberta Employment Standards Code](#).

3.4.2 Termination of Employment

The employment of a Casual or Term Employee may be terminated subject to the following:

- a. For cause without notice or pay in lieu of notice;
- b. Without cause:
 - i. The Employee will receive minimum notice or pay in lieu of notice set out in the [Alberta Employment Standards Code](#). Upon receiving such notice, pay in lieu of notice, or a combination of both, the Employee will not be entitled to receive any further notice, pay in lieu of notice, termination pay, or compensation of any kind.

3.4.3 Position Abandonment

An Employee who is absent from their employment and who has not informed the Immediate Supervisor or Senior Administrator will after three (3) consecutive work days of such unauthorized absence be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances beyond their control prevented them from reporting to work.

Section 4: Academic Administrators

4.0 Scope of Application

- 4.0.1 This schedule applies to Academic Administrators as defined in the Recruitment Policy, as amended from time to time.
- 4.0.2 All provisions outlined in this section are intended to reflect the terms and conditions applicable to individuals in these roles during their administrative appointments.

4.1 Definitions

- 4.1.1 **Appointee** – means an individual formally appointed to an Academic Administrator role at the University for a defined term who also holds an appointment to the academic staff to take effect upon the termination of their administrative appointment.
- 4.1.2 **Provost** - means the Provost and Vice-President (Academic) and is responsible for leading the academic mission of the University.

4.2 Employment

4.2.1 Appointments

- 4.2.1.1 During the administrative appointment, in the case of Appointees internal to the University, the Appointee is deemed to have voluntarily resigned their employment under the AASUA Collective Agreement and has agreed to continue their employment with the University as a non-union Academic Administrator.
- 4.2.1.2 The Appointee will be appointed or reappointed, as applicable, to their academic position following the conclusion of their term as an Academic Administrator, unless appointed to another Academic Administrator position in succession, in which case the appointment or reappointment to the academic position will take effect immediately upon the termination of the last of any successive Academic Administrator positions.

4.2.2 Hours of Work

4.2.2.1 Due to the nature of their responsibilities, Academic Administrators are not subject to the standard hours of work outlined in 1.3.4.

4.2.2.2 Appointees are not eligible for overtime as outlined in the [Alberta Employment Standards Code](#).

4.2.3 Annual Performance Reviews

Appointee performance will be evaluated annually, in accordance with the respective appointment terms and University policies.

4.3 Leaves

4.3.1 Vacation

4.3.1.1 Appointees are entitled to 22 days of paid vacation each academic year (July 1 to June 30). Vacation will be scheduled in consultation with the Academic Administrator's supervisor (as applicable to the role) having due regard for the operating requirements of the University. The Appointee will take the appropriate steps to ensure their responsibilities are effectively delegated to others while on vacation.

4.3.1.2 Vacation not used in an academic year will not be carried forward to the next academic year.

4.3.1.3 If vacation entitlement is not used, no compensation will be provided for the unused vacation entitlement.

4.3.2 Other Leaves

4.3.2.1 Administrative Leave

As per the University's *Rules and Regulations Governing Administrative Leave* (the "Regulations"), as amended from time to time, the Appointee will accrue administrative leave credit rather than sabbatical leave credit during the term.

4.3.2.2 At the end of the term, the Appointee is eligible to apply for an administrative leave, subject to applicable legislation and the

University's policies and procedures enacted from time to time, including but not limited to the *Regulations*.

- 4.3.2.3** Compensation in lieu of administrative leave will not be paid. If the Appointee leaves the University's employ immediately following the employment as an Academic Administrator or does not commence academic activities as a member of the academic staff at the University following the term, the University is under no obligation to recognize or compensate the Appointee for accrued administrative leave.

4.4 Pension & Benefits

4.4.1 Pension and Benefits

Appointees are required to participate in the [University Academic Pension Plan](#) and [Excluded Benefits](#) programs as set out in the plan documents which are subject to change from time to time. Should there be a discrepancy between this section and the plan documents, the plan documents will prevail.

4.4.2 Supplementary Retirement Plan

- 4.4.2.1** If eligible, the Appointee will participate in the Executive Defined Contribution Supplemental Retirement Plan (EDCSRP) and be provided with notional contributions on pensionable earnings in excess of the UAPP pension plan salary cap up to a maximum [Supplementary Plan Salary Cap](#) as established annually by the Board or its delegate.
- 4.4.2.2** The Appointee's membership in the EDCSRP, if applicable, will be suspended and notional contributions to the EDCSRP will cease upon conclusion of appointment as an Academic Administrator. The Appointee's EDCSRP notional account will continue to accrue investment earnings/losses while employed by the University.

4.5 Ending Employment

4.5.1 Resignation

- 4.5.1.1** An Appointee, except for a College Dean or Faculty Dean, may resign from employment as an Academic Administrator prior to

the end of the term by providing three (3) months' written notice to the Provost, Faculty Dean or Vice-President (Research) as applicable.

- 4.5.1.2** A College Dean or Faculty Dean may resign from employment as an Academic Administrator prior to the end of the term by providing six (6) months' written notice to the Provost.

4.5.2 Termination of Employment

4.5.2.1 Termination without cause

The University may terminate an Academic Administrator's employment as an Academic Administrator at any time during the term without cause by providing the Appointee with:

- a. the minimum amount of notice or pay in lieu of notice, or a combination of the two, required under the [Alberta Employment Standards Code](#), as amended from time to time, or
- b. the equivalent of four (4) weeks' notice or pay in lieu of notice, or a combination of the two, per completed year of continuous service as the Academic Administrator, to a maximum of fifty-two (52) weeks, whichever is greater.
- c. In the event the University elects to provide pay in lieu of all or a portion of the notice of termination, the Appointee will receive that amount as salary (the "severance payment").

- 4.5.2.2** The Appointee acknowledges and agrees that should the Appointee continue their employment with the University following the termination of their appointment as Academic Administrator, the severance payment payable in accordance with 4.5.2.1.2 will be the difference between the salary and the salary earned in respect of the Appointee's employment, before mandatory statutory deductions, starting the day after the termination and ending after the number of weeks for which pay in lieu of notice of termination is payable (the "severance period"). The severance payment will be made in accordance with the University's payroll schedule for the duration of the severance period.

- 4.5.2.3** Should the Appointee become employed with either the Alberta Crown or another Public Agency to which the Alberta Public Agencies Governance Act applies during the severance period, the Appointee will be required to repay the University a portion of the severance payment equal to the amount of salary, before mandatory statutory deductions and benefits, earned in respect of the Appointee's new employment during the severance period, to the maximum of the full severance payment, before mandatory statutory deductions.
- 4.5.2.4** The University may terminate the Appointee's employment as an Academic Administrator summarily for just cause at any time without notice or pay in lieu of notice.
- 4.5.2.5** If the Appointee's employment as an Academic Administrator is terminated by the University, the Appointee will be immediately appointed to the academic staff. In the event of any conflict between this section and the [Faculty Deans Review Procedure](#), then the provisions of this section will govern.
- 4.5.2.6** If the Appointee's employment as an Academic Administrator is terminated for cause, in accordance with the [Faculty Deans Review Procedure](#) or other applicable policy and procedure, or the Appointee resigns from employment as an Academic Administrator prior to the end of the term while under investigation for misconduct, and the Appointee elects to be appointed as a member of the academic staff, the Appointee will be appointed to the academic staff, but the appointment will be conditional on and subject to any discipline imposed by the Provost. Just cause to terminate the Appointee's employment as an Academic Administrator can but does not necessarily mean that the University has just cause to terminate the Appointee's appointment as a member of the academic staff.
- 4.5.2.7** Subject to the provisions of the Alberta Human Rights Act, if the Appointee becomes ill or is injured and that illness or injury restricts the Appointee's ability to fully perform the duties and obligations required of the Appointee as an Academic Administrator and, on the basis of medical evidence acceptable to the University, that illness or injury is likely to be of a prolonged

(greater than 26 weeks) or permanent nature, at the option of the University and upon the University notifying the Appointee in writing, the Appointee's employment as an Academic Administrator may be treated as frustrated, bringing the employment as an Academic Administrator to an end without additional notice or pay in lieu of notice. In that event, the Appointee will be appointed to the academic staff and will be entitled to any accrued administrative leave and the benefits applicable to their circumstances, including continued eligibility for long term disability benefits. Removal from an administrative position through the operation of this provision will not prejudice the consideration of the Appointee for future opportunities to serve as an Academic Administrator.