

The Governors of Athabasca University (the Board)

and

Athabasca University Faculty Association (AUFA)

Ingoing Proposal for the 2018 Collective Agreement

Without Prejudice

May 9, 2018

The following proposal is submitted without prejudice by the Board as a package and will be treated as such until such time as the Board expressly agrees in writing to sever any one article or group of articles from any others.

The Board reserves the right to table new proposals, amend, respond to and/or delete proposals, at any time throughout the `course of bargaining, always in accordance with the law.

Any agreements reached at the bargaining table are subject to ratification.

To facilitate reading of this document.

- Items and or wording proposed to be deleted are indicated by a strikethrough (e.g. ~~strikethrough~~);
- Proposed new or modified items and/or wording are indicated in red text
- Errors and omissions excepted

University Proposal**May 9, 2018****Article 1 – Definitions**

1.5. “Executive Officer” shall mean:

- a. a “**President**”, “**Provost**”, “**Vice-President**”, “**Associate Vice-President**” “**Chief Human Resources Officer**” of Athabasca University acting as the senior administrative officer of a division ~~of Athabasca University~~ or a person authorized or delegated to act in that capacity;

OR

- b. ~~the President acting as the senior administrative officer for those organizational units or functions not within a division administered by a Vice-President;~~

1.6. “Centre **or Department** Chair” shall mean the representative of an academic centre, nominated by and from the members of the **eCentre or Department**, and appointed by the appropriate Executive Officer (**or designate**). Although the chair will undertake what might be termed managerial or supervisory duties related to **eCentre or Department** activities, the chair will not be deemed a “supervisor” under the terms of this agreement.

1.12. “Working Day” shall mean any day during which the ~~Central~~ Offices of Athabasca University are open (normally, Monday to Friday);

University Proposal**May 9, 2018****Article 2 – Scope, Duration, Renewal and Amending Procedures**

2.1.6. The Board agrees that as long as standard serviced office space is available at the Athabasca University Central Office, it will provide such space to the Association at no charge to the Association. The Board also recognizes the right of the Association to maintain a bulletin board outside its office. The Board will provide the Association with access to **the internet** ~~its internal computing, mail, and meeting room services~~ at no charge to the Association. ~~In addition, the Board shall provide the Association with software updates where licensing arrangements allow for them. However, any incremental costs associated with the activities of the Association must be borne by the Association.~~

2.3.9. The Board shall ~~publish and~~ make available to the Association **and its members** ~~thirty (30) coiled printed~~ **an electronic copy** of the amended Agreement. ~~for its executive and other members who use the Agreement on a regular basis. In addition, the Board shall provide every new member of the Association with a coiled print copy of the amended Agreement.~~

University Proposal**May 9, 2018****Article 3 – Regular Appointment, Probation, Determination and Performance of Duties and Promotion for Academic Staff Members**

3.1.2. Normally, a regular full-time or part-time appointment at the Associate or Full Professor level shall commence with a two (2) year probationary period. All other full or part time appointments shall normally commence with a four (4) year probationary period.

- a. In the case of appointment to the rank below Associate Professor, where such appointment is immediately preceded by a term appointment or by an appointment for an indefinite term at another educational institution, the probationary period may be reduced to no less than two (2) years upon the recommendation of the Search Committee and approval from the appropriate Executive Officer.
- b. Notwithstanding Section 3.1.2 a., ~~in case of indefinite term employment at another educational institution,~~ the President may, in exceptional circumstances, waive the probationary period.

3.1.6. When a regular position becomes vacant or is newly established and a term Staff Member, hired through open competition for the term work, has been satisfactorily performing the same job duties **at the same rank** for at least eighteen months, the term Staff Member shall be appointed to the position. Article 3.1.2 shall apply in this case.

- 3.2.5. a. Normally nine (9) months, but not later than ~~two~~ **four (42)** months prior to the end of the term of the probationary period, a Tenure Review Committee shall review the appointment and performance and shall recommend, in writing, one of the following courses of action to the appropriate Executive Officer, for approval, with a copy to the supervisor:
 - i. appointment for an indefinite term;
 - ii. extension of probationary period for a further period not to exceed one year;
 - iii. termination of appointment prior to or at the end of the term of the probationary period.
- b. Not later than ~~four~~ **two (42)** months prior to the end of the term of an extended probationary period, a Tenure Review Committee shall review the appointment and

performance and shall recommend one of the following courses of action to the appropriate Executive Officer for approval

- i. appointment for an indefinite term;
- ii. termination of appointment **prior to or** at the end of the term of the probationary period.

3.2.6. The appointee shall be advised of the decision under Section 3.2.5 in writing no later than **one** ~~three~~ months prior to the end of the term of the probationary period.

~~3.2.9. An appointee who is advised that the appointee's probationary period be terminated following the Early Review (Article 3.2.7) shall be granted a termination allowance calculated at the current monthly rate of salary such that the combination of notice and allowance is equivalent to three (3) months.~~

3.3.5. A Staff Member's performance of the duties and responsibilities of the Staff Member's position shall be subject to ~~periodic~~ **ongoing** assessment. Such assessment is intended to promote a Staff Member's professional development and help the Staff Member maintain or improve the Staff Member's performance at or above a fully satisfactory standard.

3.5.4. If the appropriate Executive Officer approves a recommended candidate, the Executive Officer shall request the President (**or designate**) to make an offer of appointment to the recommended candidate, specifying the classification/rank, salary, and other conditions. ~~and the President shall enclose with the offer a copy of this Agreement.~~

3.6.10. d. The Executive Officer shall contact both external referees by letter and provide them with any supporting documentation provided by the Staff Member requesting promotion, ~~together with a copy of this Agreement,~~ a copy of the Staff Member's current role description, and a copy of the current Athabasca University Calendar. The Staff Member shall receive copies of these letters.

3.8.1. Academic Positions

- d. Lecturer - Master's degree or specialized baccalaureate qualification with appropriate experience; or acceptable professional qualification directly relevant to the disciplinary area, for example, **CPA**, RIA;

Some academic professional experience desirable.

- e. Academic Co-ordinator

Master's Degree or equivalent. One to three years directly relevant experience in distance learning and digital teaching technologies; course coordination, teaching and course revision skills. ~~adult and/or non-traditional distance education. Strong course administration skills. Master's degree or specialized qualification.~~

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Article 4 – Regular Appointment, Probation, Determination and Performance of Duties, and Promotion for Professional Staff Members

4.1.2. Normally, a regular full-time appointment shall commence with a ~~two (2) year~~ **twelve (12) month** probationary period (**excluding vacation and other approved leaves**), except where such appointment is immediately preceded by a term appointment. In these cases the probationary period may be reduced to ~~one (1) year~~ **six (6) months** upon the recommendation of the Search Committee and approval from the appropriate Executive Officer;

4.1.3. Normally, a regular part-time appointment shall commence with a probationary period of ~~two (2) years~~ **twelve (12) months (excluding vacation and other approved leaves)** from the date of the appointment unless otherwise determined by the appropriate Executive Officer.

~~4.2.4. a. The probationary period shall extend from the date of appointment.~~

~~b. The probationary period shall be extended upon the Staff Member's return to regular duties if, during the probationary period:~~

~~i. the Staff Member has been absent on one or more leaves under Article 16 that are at least six (6) months in total duration; and/or~~

~~ii. the Staff Member has been absent on Long Term Disability.~~

~~c. The extension of a probationary period under 4.2.4 (b) shall be for a period of time equivalent to the total amount of time the Staff Member was on leave under Article 16 and/or on Long Term Disability, to a maximum of one year.~~

4.2.4. The probationary period may be extended **for up to one year** ~~a further one year~~ at the discretion of the Executive Officer. **The Association shall be notified of the extension.**

4.2.5. ~~Normally six months but not later than four months prior to the end of the term of an initial probationary period, a Review Committee having a composition similar to that of the Search Committee recommending initial appointment shall review the appointment and performance and shall recommend one of the following courses of action to the appropriate Executive Officer for approval:~~

~~a. appointment for an indefinite term;~~

~~b. extension of probationary period for a further period not to exceed two years;~~

~~c. termination of appointment prior to or at the end of the term of the probationary period.~~

~~4.2.6. The appointee shall be advised in writing with respect to continuation not later than three months prior to the end of the term of the probationary period.~~

4.2.7. At any time during the probationary period, the Employer may terminate the employment of a probationary Employee. Probationary terminations shall be subject to the grievance procedure.

~~4.2.7. Not later than six months prior to the end of the term of an extended probationary period, a Review Committee having a composition similar to that of the Search Committee recommending initial appointment shall review the appointment and performance and shall recommend one of the following courses of action to the appropriate Executive Officer for approval:~~

- ~~a. ——— appointment for an indefinite term;~~
- ~~b. ——— termination of appointment at the end of the term of the probationary period.~~

~~The appointee shall be advised with respect to continuation not later than five months prior to the end of the term of the extended probationary period.~~

~~4.2.8. The review of appointment and performance provided for in 4.2.5 and 4.2.7 shall involve the application of the criteria for appointment set out in Section 4.8 in accordance with the duties which have been assigned to the Staff Member over the period of reference.~~

~~4.2.9. Where the appointee has not been advised with respect to continuation at least three months prior to the end of an initial probationary appointment or at least five months prior to the end of an extended probationary appointment, the appointee shall be granted a termination allowance calculated at the then current monthly rate of salary such that the combination of notice and allowance is equivalent to three months, or five months, whichever the case.~~

~~4.2.10. In those cases in which the Review Committee recommends appointment for an indefinite term, the Committee may also recommend to the appropriate Executive Officer for approval a change in designation of the appointment, and/or an evaluation of the rank to which the appointment is made, if either change appears to be warranted, and if the Staff Member consents to the change.~~

4.3.4. A Staff Member's performance of the duties and responsibilities of the Staff Member's position shall be subject to ~~periodic~~ ongoing assessment. Such assessment is intended to promote a Staff Member's professional development and help the Staff Member maintain or improve the Staff Member's performance at or above a fully satisfactory standard.

4.5.2. Upon receipt of a written request for a position evaluation review a Human Resources Officer shall call a meeting of the Position Evaluation Committee within 40 working days, and notify the requester and incumbent (if any) in writing of the Committee's decision within 10 working days. Results of a position review may be appealed according to the Appeal procedure (Section 9.6).

4.6.4. If the appropriate Executive Officer approves a recommended candidate, the Executive Officer shall request the President to make an offer of appointment to the recommended candidate specifying the classification/rank, salary and other conditions. ~~and the President shall enclose with the offer a copy of this Agreement.~~

University Proposal**May 9, 2018****Article 5 – Term Appointments**

- 5.2. c. the appointee is required to upgrade their educational qualifications in order to meet the requirements of a permanent professional position as a term and condition of employment (as identified in their letter of offer). Once the educational requirements are fulfilled, the probationary review process under Article 4 will commence. ~~twenty-four months into the term.~~ If the staff member does not attain the required educational qualifications in the specified time, the term position will terminate and the staff member will not be considered for regular appointment or, at the discretion of the President, the term position may be extended;

~~5.3. Prior to the establishment by the Board of a term position under 5.2 b, c, d, f, g, and h, the President shall provide AUFA with five working days advance notice to provide advice thereon.~~

5.10. In the event of termination of appointment under section 5.9, the staff member affected shall be entitled to two month's written notice (or pay in lieu thereof). ~~and:~~

- ~~a. one (1) month's salary for each year of service; and~~
- ~~b. one (1) month's salary for each unfulfilled contract year to a maximum of five (5) month's salary.~~

University Proposal**May 9, 2018****Article 6 – Salaries and Economic Benefits**~~6.3. Procedure for Negotiation / Impasse Resolution (of salaries and economic benefits)~~

~~6.3.1. Prior to February 15 in any year the Board and the Association shall jointly establish a panel of selection officers. Should agreement on the composition of such a panel not be possible by February 15, the Association or the Board may apply to the Chair, Board of Industrial Relations, and Alberta Labour, who shall establish such a panel.~~

~~6.3.2. In the event of arbitration, the Board shall pay the first 50 per cent and each party shall pay a proportion of the remaining 50 per cent of the fees and expenses of any panel member called upon to act under the terms of this Article, the assigned proportion to be determined by the arbitrator.~~

~~6.3.3. Not later than February 15:~~

- ~~a. ——— each party to the agreement shall select a negotiating team of not more than four (4) members and indicate their names to the other party;~~
- ~~b. ——— each party to the agreement shall prepare and deliver to the others, a list setting out each and every item upon which it wishes to conduct negotiations, (“items for negotiation”) stating its position on each. No other items may be introduced into the negotiations except by mutual consent.~~

~~6.3.4. The provisions of existing salary and increment schedules and economic benefit arrangements which have not been specifically referred to and/or included in the list above shall remain in force in any ensuing salary year.~~

~~6.3.5. During the period February 15 to March 15 the parties’ negotiating teams shall meet as necessary in order to negotiate in good faith towards settlement of the items for negotiation.~~

~~6.3.6. Each team may utilize the resources of such consultants and resource persons as it sees fit.~~

~~6.3.7. Where an agreement has been reached, the agreement shall be referred to the Board and the Association’s membership for ratification, such ratification vote to be taken within thirty (30) days of the date of the completion of negotiations.~~

~~6.3.8. In the event that the Association or the Board fails to ratify the agreement, the negotiating teams shall resume negotiations for a maximum of ten (10) working days.~~

~~6.3.9. In the event that any of the items for negotiations have not been resolved by March 31 or when the negotiations provided for in Section 6.3.8 fail:~~

- ~~a. — negotiations shall cease;~~
- ~~b. — the negotiating teams shall determine by lot a Selection Officer from the panel forthwith;~~
- ~~c. — each team shall, within a five (5) working day period, deliver to the other and to the Selection Officer a written statement of the final position of its principal with respect to each unresolved item in negotiation;~~
- ~~d. — where either negotiating team has so been limited by its principals, the final position shall be confirmed by the Board and the Association's membership; in this instance the final position shall be delivered to the Selection Officer in a sealed envelope. If the principals refuse to confirm the final position, negotiations shall be reopened for a maximum of ten (10) working days.~~

~~6.3.10. Within the ten (10) working day period provided for in Section 6.3.9 (d), the Selection Officer shall hold one or more hearings with the parties, giving each the opportunity to make such presentations as it desires. The Selection Officer shall establish the rules, practices, and procedures of such hearings.~~

~~6.3.11. Each party may have present a maximum of three (3) representatives at any hearing by the Selection Officer, one of whom shall be the spokesperson for the party.~~

~~6.3.12. If the parties have failed to reach agreement upon the items for negotiation by the final day of the ten (10) day period provided for in Section 6.3.9 (d) hereof, the Selection Officer shall on that day select the final position of the Board or that of the Association submitted pursuant to Section 6.3.9 (c) hereof and forthwith communicate a written decision to the Chair of the Board and President of the Association.~~

~~6.3.13. All items, periods, and dates herein before referred to may be altered by mutual consent of the parties.~~

Salary Increments

6.4.2. A Staff Member shall be awarded a merit increment upon the recommendation of the appropriate **Supervisor** ~~Executive Officer~~ and approval by the Executive Officer. ~~President.~~

6.4.3. A recommendation for a merit increment shall take into consideration information resulting from the **annual** assessment provided for in Sections 3.3 and 4.3 and such other information as may be considered by the Executive Officer as relevant to the recommendation.

6.4.6. A Staff Member shall have the right to appeal to the Appeal Committee, as provided in Article 9.5, a written recommendation for a salary increment of less than one (1) merit increment per year.

6.5.3. Notwithstanding any other Section or Clause of this Agreement, a Professional Staff Member who has a salary greater than the maximum of the range to which the Staff Member's position has been assigned shall:

- a. receive as part of base salary ~~100 per cent of the cost-of-living adjustments agreed to by the Board and the Association; in 1985 and successive years,~~
- b. not be eligible for any further merit increments.

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Article 7 - Discipline

7.1. No Staff Member shall be suspended or dismissed nor shall any other disciplinary action be taken, except in accordance with the procedures established by this Article.

~~7.2. The procedures established by this Article are designed to ensure that decisions about suspensions or dismissals will be rendered impartially through a process that results in neither the silencing of unwelcome opinions nor the protection of incompetence or neglect.~~

7.3. When the ~~supervisor~~ **Employer** considers that a problem exists with a Staff Member, the matter shall be investigated ~~by the supervisor~~ and, as part of that investigation, the Staff Member and the Association Professional Officer and /or Grievance Officer shall be informed of the nature of the problem. In cases involving suspected criminal activity, the Association President and the President shall also be informed.

The Staff Member shall be informed of his or her right to Association representation, given an opportunity to respond to the concerns of the ~~supervisor~~ **Employer**, and informed if and what corrective action is required.

7.4. Association Representation

7.4.1. When representing employees under this Article, the role of the Association Representative is to:

- (a) witness the undertakings,**
- (b) advise the employee of his/her rights and obligations,**
- (c) facilitate the investigation and resolution of a complaint, and**
- (d) act as advocate in appeals and adjudications.**

The Association Representative will discharge these responsibilities without impeding the interview and resolution of the investigation.

7.4.5 Subsequent to the process in Section 7.3 or, if the supervisor has made all reasonable efforts to conduct the process under Section 7.3 have been made but has been unable to do so, but were unable to do so the supervisor may a recommendation may be made to the appropriate Executive Officer that one or more disciplinary action be applied to the Staff Member.

7.5 6. When the appropriate Executive Officer considers that cause exists to warrant discipline:

- a. if the discipline consists of one or more ~~than one~~ of:
 - i. letter of reprimand or censure to be placed in the personal file of a Staff Member;
 - ii. a suspension with pay;
 - iii. the denial of certain rights or benefits to be specified in the notification;

~~the Executive Officer shall give written notice that discipline is being applied, [giving particulars thereto, including specific details of the incident(s) leading to this disciplinary action] to the President, to the Association President in confidence, and to the Staff Member.~~
- ~~b. if the discipline consists of either:~~
 - iv. suspension without pay [for a period not greater than two (2) months];
 - v. dismissal;

the Executive Officer shall give written notice to the President (or designate), to the Association President in confidence, and to the Staff Member that such discipline is being applied ~~will be applied. pending the results of an appeal, if any, [giving particulars thereto, including specific details of the incident(s) leading to this disciplinary action].~~

7.6 7. Neither Section 7.5 (a) or (b) are to ~~shall not~~ be construed as preventing the President (or designate) from acting on the written request of the Staff Member or on behalf of the appropriate Executive Officer ~~to~~ from relieving the Staff Member from duty temporarily with pay, pending investigation of a situation.

7.6 7.1. Where the President (or designate) acts on the appropriate Executive Officer's behalf, the President (or designate) must subsequently provide written reasons for the President's (or designate) actions, that, in this case, are neither appealable nor grievable. A suspension under Section 7.6 shall terminate with the conclusion of an appeal or at such earlier time as the President (or designate) deems appropriate.

7.7 8. Subsequent to receipt of discipline pursuant to Section 7.5 6 (a), or to receipt of notice of impending discipline ~~[Section 7.5 (b)]~~, and in cases in which the President (or designate) has not acted under Section 7.3 or Section 7.6 7 the Staff Member shall have ten (10) working days from date of ~~couriering~~ email or hand deliver~~ing~~ of the written notice under 7.5 6 to request in writing to the President (or designate) that the discipline be withdrawn. Within ten (10) working days of receipt of the written request, the President

shall inform the Staff Member of his or her decision in writing. If the discipline is not withdrawn, the Staff Member shall have ten (10) working days from receipt of the President's (or designate) written decision to notify the President (or designate) that the Staff Member wishes to have the discipline decision submitted to appeal as provided herein.

7.78.1. In cases in which the President has acted under Section 7.3 or Section 7.76, subsequent to receipt of discipline pursuant to Section 7.65 (a), or to receipt of notice of impending discipline [Section 7.5(b)], the Staff Member shall have ten (10) working days from date of receipt of the written notice under Section 7.56 to notify the President that the Staff Member wishes to have the discipline decision submitted to appeal as provided herein.

7.89. In the absence of an appeal by the Staff Member within ten (10) working days, the discipline stands.

7.910. Appeal Committee

7.910.1. The Appeal Committee shall consist of three (3) persons; one to be appointed by the President (or designate); one to be appointed by the Staff Member; and a third to be appointed jointly by the other two members of the Appeal Committee. In the event that agreement cannot be reached upon the third member, the third member shall be appointed by a Judge of the Court of Queen's Bench of Alberta upon application of either party with notice to the other.

7.910.2. If the President (or designate) refuses or neglects to appoint a member to the Appeal Committee within ten (10) working days of the Staff Member having appointed and served written notice upon the President (or designate) requesting the President (or designate) to so appoint, then the Staff Member may, with notice to the President, (or designate) apply to the Director of Mediation Services to appoint a member to the Appeal Committee to act on behalf of the President, (or designate) and the person so appointed by the Court or a Judge thereof may proceed and act in all respects as if having been appointed by the President (or designate). If the Staff Member refuses or neglects to appoint a member to the Appeal Committee within ten (10) working days of the date of the Staff Member's notice of appeal, under Section 7.78, the appeal will be considered abandoned.

7.110. Procedures

7.110.1. The Appeal Committee shall give not less than five (5) working days' notice in writing of the time and place of the in-camera hearing to the Staff Member and to the President (or designate).

7.110.2. The President (or designate) shall furnish to the Appeal Committee all relevant records of Athabasca University, and the Committee shall put before the hearing all records and information which have been submitted for its consideration.

7.110.3. Both the Staff Member and the President (or designate) may be represented by an agent or by legal counsel.

7.110.4. Each party shall have the right, either personally or by agent or counsel, to adduce evidence, to call and examine witnesses, to cross-examine witnesses, and to address the Committee, and the Committee shall have the right to call and examine witnesses.

7.110.5. If in any case any witness is not available at the time of the hearing, the Committee may at its discretion accept a Statutory Declaration from the witness in respect to such of the facts of the matters as are within the witness's knowledge.

7.110.6 The Committee may proceed with the hearing notwithstanding the absence of the Staff Member or the President (or designate) if both have been given the prescribed notice of the hearing.

7.110.7. The Committee shall determine the procedures to be followed and shall not be bound by the laws of evidence or the procedures of Court.

7.121. Decision

7.121.1. The Committee shall establish to its reasonable satisfaction that the disciplinary action recommended or some lesser disciplinary action is justified or that there are no grounds for disciplinary action.

7.121.2. The burden of proof of justification of disciplinary action rests on the President (or designate).

7.121.3. The Committee may also deal with such other matters as the President (or designate) and the Staff Member may agree to submit.

7.121.4. The decision of the Committee shall be either that the Staff Member be disciplined for cause or that the action be dismissed. In the event that the Committee recommends that the Staff Member be disciplined, it may recommend a penalty as provided in Section 7.65 (a) or (b) hereof not more severe than that recommended by the President.

7.121.5. The decisions of the Committee respecting the justness of the charge and the penalty shall be final and binding.

7.121.6. When the Committee has reached its decision, it shall immediately notify by registered mail both the President (or designate) and the Staff Member of its decision and its recommendations, if any, and of its reasons for the decision.

7.121.7. If the decision is that there was not cause for discipline, the President shall inform the Staff Member that the disciplinary action or the notice of impending disciplinary action [Section 7.65 (a) or 7.5 (b)] is revoked, and that the records which pertain to the incident shall be removed from the Staff Member's personnel file.

7.132. Fees

7.132.1. The reasonable fees and expenses of the Committee shall be borne **equally** by the Board **and the Association**.

~~7.132.2. Any additional expenses arising out of any hearings of the Committee including expenses connected with the recording and transcription of testimony when directed by the Committee and the fees and expenses of witnesses called at the direction of the Committee, but not otherwise, shall also be borne by the Board.~~

7.132.3. Save as aforesaid, the Board and the affected Staff Member shall each bear their own expenses including those connected with the calling by them of any witnesses or the preparation and presentation of documents and the fees and expenses of counsel or advisers as the case may be. ~~Notwithstanding the foregoing, the Committee may direct that the fees and expenses of a counsel, if one is engaged by the affected Staff Member, or some portion thereof, shall be borne by the Board where, in the Committee's view of the circumstances, it considers it just and equitable that the Board should pay them.~~

7.143. Timelines

7.143.1. The timelines under Article 7 may be extended by mutual agreement of the Association and the President **(or designate)**.

University Proposal**May 9, 2018****Article 8 - Grievance Procedure**

- 8.01 Should any difference arise as to the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration hereunder, the difference shall be settled in accordance with the following grievance procedure.
- 8.02 Notwithstanding the above, matters which are subject to review on appeal under the provisions of 7 and/or 9 are not subject to grievance hereunder.
- 8.03 A grievance of harassment shall be submitted directly to Step III. The decision of the Executive Officer shall be final and binding on all parties.
- 8.04 The Board shall deal only with the Association with respect to a grievance.
- 8.05 Types of Grievance
- (a) an individual grievance is a grievance initiated by the Association on behalf of an individual Staff Member;
 - (b) a group grievance is a grievance initiated by the Association on behalf of a group of Staff Members similarly affected by the Board's action;
 - (c) a policy grievance is a grievance by the Association which may involve a matter of generally policy or of general application of this agreement
- In addition, the President or designate may claim a grievance on behalf of The Board. In the event that the President or designate claims a grievance against the Association, the President or designate shall present the grievance in writing to the Association. If the matter is not resolved to the satisfaction of the President or designate within fifteen (15) working days of the Association having received the grievance, the President or designate may refer the matter to arbitration hereunder.
- 8.06 A Staff Member who occupies a position that is listed in Schedule C: Positions of a Managerial or Confidential Nature shall not have access to the grievance procedure.

8.07 Step I - Informal Discussion

Before a grievance is claimed by either Party to this Agreement, a reasonable attempt will be made to settle the difference by informal discussion with the Employee's immediate Supervisor or designate. The aggrieved may be assisted by an Association staff member at this stage.

8.08 Step II – Director or Dean

(a) In the event there is no informal resolution at Step I of the grievance, the Association may submit a formal grievance in writing to the Employee's Director, Dean or designate and copied to the Chief Human Resources Officer (CHRO). The written communication shall identify the specific Article(s) of this Agreement alleged to be violated and shall outline damages resulting and the relief requested.

(b) The grievance shall be submitted within thirty (30) days of the date on which the action or omission being grieved occurred, or within thirty (30) days of the date on which the Association should reasonably have learned that the action or omission occurred.

(c) The Director, Dean, or designate shall investigate the matter in such manner as they deem appropriate.

(d) The Director, Dean, or designate shall reply in writing within fifteen (15) work days of the date of the receipt of the Grievance.

8.09 Step III – Executive Officer

(a) In the event that there is no resolution at Step II of the grievance or the Director, Dean, or designate does not respond within the time limit set forth in Step II, the Association may submit the matter in writing to the appropriate Executive Officer within fifteen (15) work days of the receipt (or lack thereof) of the Director, Dean or designate's response.

(b) The Executive Officer or designate shall investigate the matter in such manner as they deem appropriate.

(c) The Executive Officer shall respond in writing, to the Association within fifteen (15) work days of the receipt of the Association's written submission.

8.10 Step IV - Arbitration

(a) In the event that there is no resolution at Step III of the grievance or the Executive Officer or designate does not respond within the time limit set forth in Step III, the Association may submit the grievance to arbitration. The Association will notify the University in writing within fifteen (15) working days of receipt of the Executive Officer or designate's response.

(b) Grievances shall be referred for arbitration to a single arbitrator. The arbitrator shall be appointed by the agreement of the President or designate and the Association within ten (10) working days after the President or designate has received notice of referral. Failing agreement within those ten (10) working days, the arbitrator shall be appointed by the Director of Mediations Settlement on the arbitration of either party to the grievance proceeding with notice to the other.

(c) The arbitrator shall have no power to add to, subtract from, modify, or amend the provisions or terms of this Agreement.

(d) The arbitrator shall confine herself or himself to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted.

(e) When dealing with a grievance involving claim of non-compliance with procedural requirements, if the arbitrator finds that procedural requirements have not been complied with, the arbitrator shall be limited to directing that the matter be reconsidered by the appropriate body in accordance with the procedures specified in the appropriate Article.

(f) The arbitrator shall hear and determine the grievance and issue a decision that shall be final and binding upon the parties to the arbitration.

8.11 The time schedule of this grievance procedure of any part thereof may be abridged or extended by mutual consent, which consent shall not be unreasonably withheld.

University Proposal**May 9, 2018****Article 9 - Appeal Procedure**

9.1. Nothing in this Agreement shall prevent the use of informal means to settle disputes on any matter that may become subject to formal appeal.

9.2. The use of informal means to settle disputes shall not affect the right to appeal a decision; and neither party shall by intimidation, threats of termination of employment, or by any other threat seek to cause a Staff Member to abandon an appeal or refrain from exercising this right.

9.3. A Staff Member shall not have the right to appeal a recommendation by the Search Committee respecting the Staff Member's appointment to a position to which the provisions of this Agreement apply.

9.4. Nothing in this Agreement shall prevent a Staff Member from receiving the assistance of an outside party in pursuing an appeal.

9.5. Appeals with Respect to Probation, Salaries, and Academic Promotion

9.5.1. a. A Professional Staff Member shall have the right to appeal any recommendation for a salary increment of less than one (1) merit per year,

b. An Academic Staff Member shall have the right to appeal any recommendation for a salary increment of less than one (1) merit per year, any recommendation regarding termination of the Staff Member's probation period, or any recommendation regarding the Staff Member's promotion as an Academic.

9.5.2. If the Staff Member intends to exercise the Staff Member's right to appeal the Executive Officer's recommendation, the Staff Member shall provide the President with written notification within ten (10) working days of its receipt. The onus of proof shall be on the appellant and based on the balance of probability.

9.5.3. The President (or designate) shall advise the Staff Member in writing of the names of the Appeal Committee members established in 9.5.9 (a) or (b) within ten (10) working days of receiving notification of the intent to appeal.

9.5.4. Within twenty-five (25) working days of receiving the Executive Officer's written recommendation, the Staff Member shall submit to the chair of the Appeal Committee an appeal document specifying the grounds and argument of the appeal.

9.5.5. In arriving at its final recommendation, the Appeal Committee may make such enquiries as it considers advisable in the circumstances.

9.5.6. Any and all information considered by the Appeal Committee must be seen and heard by the appellant and the Executive Officer whose recommendation is being appealed. Written information must be received by the appellant and the Executive Officer no later than ten (10) working days prior to the Appeal Hearing.

9.5.7. The Appeal Committee shall provide all parties to the appeal with not less than 20 (twenty) working days written notice of the time and place of the Appeal Hearing.

9.5.8. A Staff Member may receive assistance from another in preparing and presenting the Staff Member's appeal.

9.5.9. a. For the purpose of hearing appeals under Section 9.5.1 (a), there shall be established an Appeal Committee consisting of the following regular full-time Staff Members:

- i. one person named by the Respondent, but not from the same unit as the Respondent;
- ii. one person named by the appellant, but not from the same unit as the appellant, and
- iii. one person, who shall chair the Appeal Committee, named by the President (or their designate) and the President of the Association

9.5.9. b. For the purpose of hearing appeals under Section 9.5.1 (b) there shall be established an Appeal Committee consisting of the following tenured full-time Staff Members:

- i. The Provost, or designate as Chair;
- ii. Three (3) tenured Staff Members selected by the Provost from the Appeal Committee Pool established in 9.5.10, none of whom shall be from the same faculty as the appellant;
- iii. Two (2) tenured Staff Members selected by the President and the President of the Faculty Association from the Appeal Committee Pool established in 9.5.10, none of whom shall be from the same faculty as the appellant;
- iv. One (1) tenured Staff Member selected by the President and President of the Faculty Association; whom shall be from the same faculty as the appellant

9.5.10. The Appeal Committee Pool will consist of twelve (12) tenured staff members comprised of three (3) tenured Staff Members for each Faculty (excluding Faculty of Graduate Studies) selected by the Academics within the Faculty. Members shall be appointed for a two (2) year term.

9.5.11. When an appointed Appeal Committee Pool Member is unable to complete the two (2) year term the Member's Faculty will commence appointment of a replacement member, whom shall serve the remainder of the term.

9.5.12. No members of the Appeals Committee whose decision is being appealed may serve on that Appeal Committee.

9.5.13. If the Chair is of the opinion that an Appeal Committee Member is subject to bias against or for the appellant the Chair shall engage a replacement in accordance with 9.5.9 (b). The decision by the Chair shall be final and binding.

9.15.14. Upon conclusion of the Appeal Hearing, the Appeal Committee shall deliberate in private and render a decision by majority vote.

9.15.15. Voting shall be done by way of a secret ballot.

9.5.16. Where the vote of the Appeal Committee members is tied, the Chair shall vote.

9.5.17. The decision of the Appeal Committee is final and binding.

9.5.18. The decision of an Appeal Committee shall be in writing and copies will be delivered to both the President and the appellant.

9.5.19. An Appeal Committee shall be empowered to make any recommendation that an Executive Officer is empowered to make in the case under appeal and its recommendation shall take precedence over the recommendation of an Executive Officer.

9.6.4. The Position Evaluation Appeal Committee shall consist of the following regular full-time Staff Members:

- a. an Executive Officer (or other individual named by the President) who has not made a recommendation in the case under appeal, as chair;
- b. three (3) Professional Staff Members elected from and by Professional Staff Members, one of whom shall be designated as alternate. The members shall be elected to two (2) year renewable terms;
- c. four (4) Staff Members appointed by the Board; two of whom are designated as primary committee members; one of whom is designated as a first alternate, and one of whom is designated as a second alternate. The members shall be appointed to two (2) year renewable terms;
- d. one (1) Staff Member appointed by the AUFA (non-voting);
- e. a Human Resources Officer or designate (non-voting).

9.6.5. In the case of an appeal where one of the two primary committee members appointed by the Board is the supervisor of the appellant, that committee member shall be replaced, for the purpose of that appeal only, by the first alternate. Should the presence of either of the two Board appointees on the

Committee then be challenged by the Appellant, the second alternate will replace the challenged committee member.

9.6.6. When it becomes necessary to replace a voting member of the committee the Staff Member who is elected or appointed (as is appropriate) shall complete the term of the Staff Member who is being replaced.

9.6.7. The Appellant shall have the right to challenge the presence of one (1) voting member of the Appeal Committee without question or prejudice. This member shall withdraw immediately from the committee and shall be replaced by the appropriate alternate.

~~9.6.8. When serving as a member of an Appeal Committee, neither the Executive Officer, the Association appointee, nor the Human Resources Officer shall have a vote but shall be entitled to participate in all other respects.~~

~~9.6.9. Notwithstanding Section 9.6.8, In the event of a deadlock vote, the Chair shall cast the deciding vote.~~

9.6.10. The decision of an Appeal Committee is final and binding and is not subject to further appeal within the institution.

9.6.11. An Appeal Committee shall be empowered to make any recommendation that an Executive Officer is empowered to make in the case under appeal and its recommendation shall take precedence over the recommendation of an Executive Officer.

University Proposal

May 9, 2018

Article 10 - Discrimination and Harassment

10. Notwithstanding any other provision of this Agreement the parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Staff Member in regard to any matter including salaries, classification, rank, appointment, promotion, tenure, permanency, reappointment, dismissal, research and study leave, fringe benefits, or any other terms and conditions of employment by reason of age, race, language, creed, colour, ancestry, national origin, political or religious affiliation or belief, gender, sexual orientation, marital status, family relationship, disability, personal or social life style, clerical or lay status, physical characteristics, place of residence, membership or activity in the Association, or activity in any legally constituted association.

~~10.2. The parties recognize that Staff Members who move to and reside in the Athabasca area may face financial challenges that are not shared by their colleagues who remain in or return to urban centres. Policies developed to meet these challenges that have been approved by the Board in consultation with the Association shall not be considered discrimination under the terms of this collective agreement.~~

~~10.3. The parties agree, however, that no member of the Association or person acting as an officer of Athabasca University shall take part in formal discussions or vote with regard to the determination of any specific term or condition of employment of a member of that person's immediate family.~~

10.4. The parties agree that Staff Members shall be able to work in an environment free from harassment. Instances of harassment shall be eligible to be processed as grievances. The parties acknowledge and endorse the fundamental principles of the ~~Alberta Human Rights, Citizenship, and Multiculturalism Act (as amended)~~ *Alberta Human Rights Act* (as amended) and the Athabasca University *Addressing Concerns of Harassment by University Employees and Representatives Policy* ~~Anti-Harassment Policy (as amended with the consent of both parties to this agreement)~~. The Parties agree that this agreement shall be applied in accordance with the terms of that Act and the Policy.

University Proposal

May 9, 2018

Article 11 - Academic and Professional Freedom

11.1. General

Although these statements occur within the body of this Agreement, the various items herein are not subject to negotiation, abrogation, or diminution in any way. They may, however, be subject to later interpretation. Staff Members shall not be hindered or impeded in any way by the Board or the Association from exercising their legal rights as citizens, nor shall they suffer any penalties because of the exercise of such legal rights.

11.2. Academic Freedom

The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research. The parties agree that they will not infringe or abridge the academic freedom of any member of the academic community. Members of the University community are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize Athabasca University and the Association, and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to basic research and teaching, course development and delivery in an honest search for knowledge.

11.3. Professional Freedom

Each Professional Staff Member ~~must be~~ **is encouraged** free to pursue excellence in the professional's field of competence, ~~must be encouraged to contribute to the intellectual life of the University community, and must be encouraged to contribute to the intellectual life~~ **and to contribute to** of the professional groups to which the Professional Staff Member belongs.

University Proposal

May 9, 2018

Article 12 - Position Reduction

12.1. Financial Stringency

12.1.1. Where the Board considers it necessary to discontinue staff appointments to alleviate financial exigencies which appear to be long term, the Board shall advise Staff Members whose appointments are to be discontinued in a written statement which indicates clearly the reasons for the discontinuation.

12.1.2. All Staff Members, other than those holding contractually limited appointments, whose appointments are to be discontinued because of the declared financial stringency, shall receive from the Board:

- a. a period of notice of not less than ~~twelve~~ **six (6)** months. **The Board may elect to pay out the period of notice; and**
- b. one (1) month's salary for each year of service to a maximum of six (6) months' salary.

12.1.3. Staff Members whose appointments have been discontinued as a result of financial stringency shall, on request, receive prior consideration over other applicants and shall receive the first offers of appointment for the first available positions for which they are qualified. This prior consideration shall be given to **Professional** Staff Members for a period of **six (6) months** ~~two (2) year~~ **and one (1) year in the case of Academic Staff Members.** ~~s in the case of probationary appointment and four (4) years in the case of a regular appointment.~~

12.1.4. Each Staff Member made an offer under Section 12.1.3 shall be given **ten (10) days** ~~one (1) month~~ from the date of receipt of notice of a vacancy to decide whether the Staff Member will accept the offer and shall be entitled to a further reasonable period of time to fulfill other employment commitments prior to returning to Athabasca University.

12.1.5. In the event that a Staff Member whose appointment was discontinued as a result of financial stringency is subsequently given a full-time appointment, the Staff Member shall receive such contractual status, right to leaves, and accumulated benefits as the Staff Member shall have enjoyed at the time of the discontinuation.

12.2. Redundancy

12.2.1. The Board shall not declare **an appointment** redundant, ~~or by reason thereof, take action to terminate any appointment~~, without the President first having given the Association sixty (60) days to provide advice thereon.

12.2.2. Positions may be declared redundant when one or all of the following conditions exist:

- a. **General Faculties Council** ~~Academic Council~~ recommends, ~~in accordance with section 15.2.8 of The Board of Governors of Athabasca University Bylaw~~, that the University discontinue offering specific courses, disciplines or programs.
- b. Enrolments in existing courses, disciplines or programs decline or enrolments in new courses, disciplines or programs do not achieve anticipated levels such that the number of staff required to support those offerings must be re-evaluated.
- c. Existing courses, disciplines or programs undergo reconfigurations which result in the University re-deploying its staff in support of changing priorities.
- d. The University reorganizes or eliminates activities, functions or departments and as a result the need for the number and type of staff must be re-evaluated.

12.2.3. Where the criteria in 12.2.2 exist, the President will notify the Association in accordance with section 12.2.1.

12.2.4. Both parties will use the time period in section 12.2.1 (60 days) to explore what, if any, options are available to mitigate the detrimental effects to members of the Association. Such options may include, but are not limited to:

- a. Retraining
- b. Redeployment of staff
- c. Early retirement

12.2.5. Where retraining is offered by the President as an alternative to discontinuance of appointments, Staff Members shall outline a program of study for the approval of the appropriate Executive Officer. Retraining shall include the continuation of salary and benefits for a period of time to be stated in the offer. Upon successful completion of retraining programs, Staff Members shall receive prior consideration over other applicants and shall receive first offers of appointment for the first available positions in their new fields which fall under the provisions of this agreement.

12.2.6. Where redeployment is offered by the Board as an alternative to discontinuance of appointments the revised set of duties may involve adding new duties to the Staff Member's existing position,

sufficiently changing the work associated with the position to justify changing the title of the position of the Staff Member, transferring the Staff Member to a different position within the University, or creating a new position by combining work previously associated with several positions.

If the revised set of duties results in the position being classified within a lower salary range, the Staff Member's current salary will ~~not~~ be reduced ~~even~~ if it is greater than the highest salary in the salary range for the Staff Member's revised position. ~~In such a circumstance, the Staff Member's salary may become red-circled.~~

The appropriate Executive Officer will consult with the affected Staff Member when establishing the revised set of duties.

12.2.7. In the event that discontinuation of staff appointments becomes necessary:

- a. Staff Members whose appointments are to be discontinued shall be so advised by the Board in a written statement which indicates clearly the reasons for the discontinuation.
- b. All Staff Members, other than those holding contractually limited appointments, whose appointments are to be discontinued because of the declared redundancy, shall receive from the Board:
 - i. a period of notice of not less than ~~six~~ twelve (12) months. **The Board may elect to pay out the period of notice;** and
 - ii. one (1) month's salary for each year of service to a maximum of six (6) month's salary.

12.2.8. In the event that the provisions of section 12.2.7 are implemented the Board will attempt to mitigate the detrimental effect to permanent Staff Members, where it is deemed feasible by the President, by:

- a. terminating any related contractees engaged as per the Letter of Understanding—Contracting Out, and
- b. releasing from employment term Staff Members.

12.2.9 In the event that a Staff Member whose appointment was discontinued as a result of redundancy is subsequently given a full-time appointment, the Staff Member shall receive such contractual status, right to leaves, and accumulated benefits as the Staff Member shall have enjoyed at the time of discontinuation.

12.2.10. Staff Members whose appointments have been discontinued as a result of redundancy shall, upon request, receive prior consideration over other applicants and shall receive the first offers of appointment for the first available positions for which they are qualified. This prior consideration shall be given to **Professional** Staff Members for six (6) months ~~two (2) years in the case of probationary appointment and~~ **and one (1) year in the case of Academic Staff Members.** ~~four (4) years in the case of a regular appointment.~~

12.2.11. Each Staff Member made an offer under 12.2.10 shall be given **ten (10) days** ~~one (1) month~~ from the date of receipt of notice of a vacancy to decide whether the Staff Member will accept the offer and shall be entitled to a further reasonable period of time to fulfill other employment commitments prior to returning to Athabasca University.

University Proposal**May 9, 2018****Article 15 - Research and Study Leave****15.6. Application**

15.6.1. Eligible Academic Staff Members shall make formal application to the supervisor in writing by October 1 of the year preceding the academic year (1 July to 30 June) in which the Research and Study Leave is to commence. Decisions on the granting of such leave shall be made by December 1 following the receipt of the formal application by the appropriate Executive Officer.

15.6.2. Eligible Professional Staff Members shall make formal application to the supervisor by October 1 or April 1 of any year. The application shall precede the date of the proposed leave by at least eight ~~twelve~~ (~~8~~12) months. Decisions on the granting of such leave shall be made within two (2) months of the receipt of the formal application by the appropriate Executive Officer.

15.6.3. An application for study leave shall include:

- a. the duration of leave requested;
- b. a statement of what the applicant intends to ~~do~~ accomplish during the proposed leave;
- c. where the purpose of the leave is graduate study or professional training the leave request shall include a plan that outlines steps and timeframes for completion.
- d. a statement of the value of the proposed activity to the professional development of the Staff Member;
- e. a statement of the proposed activities' value to the University;
- f. an estimate of the remuneration expected by the Staff Member from sources other than Athabasca University, including research grants, travel grants, fees, honoraria, etc.
- g. an estimate of any expenses the Staff Member may incur, including tuition fees, travel costs, etc.
- h. salary option in the case of Professional Staff applications.

15.7. Approval

15.7.1. A Staff Member shall be granted Research and Study Leave, provided that

- a. the leave is recommended by the supervisor on the basis of the merit of the application;
- b. the leave can be arranged within the priorities of the Division as determined by the ~~Executive Officer~~ supervisor;
- c. the leave and the dates of the leave are approved by the appropriate Executive Officer.

15.7.2. Where Research and Study Leave meets the criteria for approval on the basis of merit of the application but the leave is denied due to financial or staffing constraints, the application will be given first priority the following year or application period and shall not be unreasonably denied.

15.7.3. In the event an application is denied, the applicant shall receive within thirty (30) days a written report outlining the reasons for denial.

15.11 ~~Research and Study Leave~~ Travel and Relocation Fund

15.11.1 The Research and Study Leave Travel and Relocation Fund (RSLTRF) offsets travel and relocation expenses necessarily and reasonably incurred as a result of activities in accordance with Article 15- Research and Study Leave Activities:

- a. When a Staff Member travels to locations and for activities integral to the conduct of his or her Research and Study Leave.
- b. When a Staff Member and his or her family relocates residence as a result of a Research and Study Leave.

15.11.2 On April 1 of each year, \$15,000 shall be placed in the RSLTRF. ~~By March 31 of the following year,~~ ~~a~~Any amount not disbursed shall ~~not~~ be carried over in the following year. The RSLTRF Committee will review fund usage at the beginning of each fiscal year.

15.11.3 Funds shall be disbursed in accordance with the Research and Study Leave Travel and Relocation ~~Disbursement~~ Policy ~~and Procedures~~. ~~The Fund shall be administered by the RSTLTR Committee.~~

~~15.11.4 The fund shall be administered by a RSLTRF Committee with four voting members:~~

- ~~a. One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-2.~~
- ~~b. One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-1.~~
- ~~c. A Human Resources officer or designate as a voting member.~~

- ~~_____ d. The Vice-President, Finance and Administration or designate as a voting member.~~
- ~~_____ e. An Executive Officer or designate appointed by the President as a non-voting chair.~~
- ~~_____ f. RSLTRF Committee members serve two-year terms starting the first month following their selection. Committee members may serve subsequent terms.~~
- ~~_____ g. Each party is responsible for ensuring that their representatives are appointed to the committee.~~

University Proposal**May 9, 2018****Article 16 - Other Leaves**

16.1.4. Leave with pay on the actual move day to a full-time Staff Member who maintains a self-contained household, and changes the Staff Member's place of residence, and who therefore must move the Staff Member's household effects during the Staff Member's normal working hours, shall be granted up to one (1) work day per payroll year.

16.4. Vacation Leave

- 16.4.1. a. Full-time Staff Members shall be entitled to twenty-two (22) working days' vacation leave with pay per payroll year.
- b. Full-time Staff Members shall be entitled to twenty-three (23) working days' vacation after completion of 5 years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which five (5) years' service has been completed.
- c. Full-time Staff Members shall be entitled to twenty-six (26) working days' vacation after completion of ten (10) years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which ten (10) years' service has been completed.
- d. Full-time Staff Members shall be entitled to twenty-seven (27) working days' vacation after completion of fifteen (15) years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which fifteen (15) years' service has been completed.
- e. Full-time Staff Members shall be entitled to thirty (30) working days' vacation after completion of twenty (20) years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which twenty (20) years' service has been completed.
- 16.4.2. A Staff Member shall not commence vacation leave without the written approval of the Staff Member's supervisor. Such approval shall not be unreasonably withheld.

- 16.4.3. Staff Members will normally be expected to take vacation leave entitlement every payroll year. However, the appropriate Executive Officer, on the recommendation of the Staff Member's supervisor, may authorize an accumulation of vacation leave to the entitlement accrued over two (2) calendar years.
- ~~16.4.4. Where a paid holiday falls within a vacation leave, a compensating day of vacation leave shall be provided, normally the working day immediately preceding or immediately following the vacation leave.~~
- 16.4.5. Vacation leave shall not ~~normally~~ be earned during a leave without pay or a sick leave after the second month of leave without pay or sick leave in any year.
- 16.4.6. Vacation leave entitlement, to the extent earned, may be applied to an absence due to sickness after the expiration of sick leave entitlement or in conjunction with any period of leave without pay, thereby reducing the period without pay.
- 16.4.7. Staff Members are expected to take full advantage of the vacation leave provided. Except where a Staff Member is terminated by Athabasca University, salary in lieu of vacation leave will not normally be paid. (The Staff Member who has been terminated shall receive pay in lieu of vacation leave at the Staff Member's regular rate.)
- 16.4.8. For Staff Members other than regular staff, rates of remuneration shall be calculated in a manner which accounts for vacation leave on a pro rata basis.
- 16.4.9. Vacation for part-time term appointments of less than one year in length will be paid in lieu of leave at a rate of 8%. After completing one year of part-time employment through a combination of appointments of any length, appointees shall begin to accumulate vacation leave entitlement.

16.5. Sick Leave

- 16.5.9. a. The University may require that a Staff Member be examined by a physician appointed by the University.
- i. in the case of prolonged or frequent absence because of illness or,
 - ii. where the University considers that a Staff Member is unable to satisfactorily perform the Staff Member's duties due to disability or illness, or
 - iii. where there is an indication of misuse of illness leave.

- b. Upon request of the Staff Member, a copy of the report of the examining physician shall be sent to the Staff Member's physician.
- c. Expenses incurred under this Clause shall be paid by the University.

16.6. Maternity Leave

16.6.1. A regular Staff Member shall be granted leave for maternity reasons for a period of not more than ~~fifteen (15)~~ **sixteen (16)** weeks maternity leave plus ~~thirty-seven (37)~~ **sixty-two (62)** weeks parental leave from the date of leaving to the date of return provided that she has completed ~~one (1)~~ **ninety (90) days** year of continuous service at the time of application as follows:

- a. The Staff Member shall be paid her regular salary and benefits for a full **thirteen (13) week** ~~three (3) month~~ period commencing at the beginning of the leave or ending at the termination of the leave;
 - b. For the remaining period of leave during which salary is not paid, the Board shall pay its contribution to all those elements of the benefit program which can be continued during a period of maternity leave without pay.
- 16.6.2. a. A Staff Member holding a term appointment of less than five years shall be granted leave without pay for maternity reasons for a period not exceeding ~~fifteen (15)~~ **sixteen (16)** weeks maternity leave plus **sixty-two (62)** ~~thirty-seven (37)~~ weeks parental leave from the date of leaving to the date of return provided that she has completed ~~one (1)~~ **ninety (90) days** of continuous service at the time of application.
- b. A Staff Member with an initial term appointment of greater than five (5) years or with appointments totalling more than five (5) years will be eligible for maternity leave benefits as described in 16.6.1.
- 16.6.3. The Staff Member must provide the supervisor with at least twenty (20) working days' notice in writing of the date upon which she intends to commence maternity leave. A Human Resources Officer may require a medical certificate giving the estimated date of delivery.
- 16.6.4. a. The Staff Member in consultation with her physician shall determine the date that maternity leave is to commence.
- b. Notwithstanding any date initially selected for the start of maternity leave, if a Staff Member subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date.

16.6.5. ~~The Staff Member may return to work thirty (30) working days after the date of confinement except where she presents a medical certificate that indicates that she is able to return earlier. She shall be returned to her former position or be placed in a comparable position for which she is qualified upon her return to work provided that she had indicated her intention to return to work by notifying the supervisor at least twenty (20) working days prior to the date she wishes to return to work.~~

16.7. Parental Leave

16.7.1. A regular Staff Member shall be granted leave for parental reasons provided that the father or adopting parent(s) has completed ~~one (1) year~~ **ninety (90) days** of continuous service at the time of application as follows:

- a. The Staff Member shall be paid his or her regular salary and benefits for a three (3) month period commencing at the beginning of the leave or ending at the termination of the leave;
- b. A Staff Member (father and/or adopting parent[s]) shall be entitled to not more than ~~thirty-seven (37)~~ **sixty-two (62)** weeks parental leave, with or without pay within the ~~seventy-eight (78) fifty-two (52)~~ week period immediately following the birth (in the case of a father or same-sex partner) or the placement of the child with the adoptive parent(s).
- c. If Staff Members are parents of the same child, one Staff Member may take parental leave wholly or it may be shared. Both parents may access parental leave, however, the combination of leaves cannot exceed **seventy-eight (78) weeks** ~~twelve (12) months~~. Only one parent is eligible to receive the three (3) month period with his or her regular salary and benefits.
- d. For the period of leave during which salary is not paid, the Board shall pay its contribution to all those elements of the benefit program that can be continued during a period of parental leave without pay.

16.7.2. a. A Staff Member holding a term appointment of less than five years shall be granted

Leave without pay for parental reasons for a period not exceeding **sixty-two (62)** ~~thirty-seven (37)~~ weeks parental leave from the date of leaving to the date of return provided that the Staff Member has completed **ninety (90) days** ~~one (1) year~~ of continuous service at the time of application.

- b. A Staff Member with an initial term appointment of greater than five (5) years or with appointments totalling more than five (5) years will be eligible for parental leave benefits as described in 16.7.1.

16.7.3. The Staff Member must provide the supervisor at least sixty (60) working days' notice in writing of the date upon which he or she intends to commence parental leave. Supporting evidence may be required to substantiate the purpose and application of such leave. The Staff Member must indicate his or her intention to return to work by notifying the supervisors at least twenty (20) working days prior to the date of return to work. The earliest Parental leave can start is after birth. If the birth occurs after the date originally provided by the Staff Member, the Staff Member must provide to their supervisor the revised Parental Leave dates.

16.7.4. The Staff Member shall return to his or her former position or be placed in a comparable position for which he or she is qualified provided that he or she had indicated his or her intention to return to work by notifying the supervisor at least twenty (20) working days prior to the date he or she wishes to return to work.

University Proposal**May 9, 2018****Article 19 - Removal and Relocation Allowances**

19.1. Upon initial appointment to Athabasca University, a regular Staff Member shall be eligible to receive a removal allowance to assist the new Staff Member in the costs of physical removal of the Staff Member, the Staff Member's immediate family, and necessary personal effects from the Staff Member's place of residence at the time of appointment to Athabasca University.

19.2. The value of the removal allowance shall not normally exceed one (1) month of salary. However, where long distances or exceptional costs are involved, the appropriate executive officer may extend eligibility for, or the amount of, a removal allowance.

19.3. A removal allowance is paid to the Staff Member to offset expenses necessarily and reasonably incurred in moving to the University.

19.4. The removal allowance will be paid to the employee on the employee's first scheduled pay date.

~~19.5. Where the Staff Member is in receipt of a relocation allowance or grant from the Staff Member's previous employer, it is taken into account in determining the amount of the removal allowance from Athabasca University. In general, the relocation allowance or grant from the previous employer plus the removal allowance from Athabasca University cannot exceed the actual expenses incurred by the Staff Member in the Staff Member's move to the University.~~

University Proposal**May 9, 2018****Article 20 - External Professional Activities****20.2 Conditions**

20.2.1. A Staff Member shall notify the supervisor in advance of the nature and scope of any external professional activity conducted, in the case of full time employees, during the University's normal hours of business, or, in the case of a part-time employee, during the employee's normal hours of work.

20.2.2. Depending upon the extent of an external professional activity and the degree to which such an activity may detract from a Staff Member's attention to duties and responsibilities, an arrangement may be made to permit a leave with pay or partial pay or a leave without pay to accommodate an external professional activity. Any leave approved under this Section must have approval in writing of the appropriate Executive Officer.

20.2.3. ~~Upon written approval of an Executive Officer, a Staff Member shall make appropriate arrangements in advance with Athabasca University for~~ **may make** the use of facilities, equipment, supplies, and other services of Athabasca University in the conduct of the outside professional work.

University Proposal**May 9, 2018****Article 22 - Resignation****22.1. Notice Period**

22.1.1. Regular full-time and part-time Staff Members are requested to provide at least twenty-one (21) working days' notice of intention to resign, exclusive of accrued vacation.

22.1.2. Other Staff Members should provide reasonable notice.

22.2. Exit Interview

22.2.1. Normally, an exit interview with the ~~Director~~, Chief Human Resources Officer, or designate will be arranged for Staff Members who have resigned.

University Proposal**May 9, 2018****Article 26 - Equity****Principles**

26.1.1. The pursuit, creation and dissemination of knowledge through teaching and research, which are the essential functions of the University, are best achieved if the diverse composition of Canadian society is well represented among academic and professional Staff Members. Therefore the parties are committed to increasing the proportion of Staff Members from underrepresented groups, taking positive action to reduce barriers to advancement, and ensuring their full participation in the University community.

26.1.2. The parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention and promotion of women, ~~aboriginal~~ **Indigenous** peoples, persons with disabilities and visible minorities, and other categories as may be defined in federal and provincial human rights legislation or agreed to by the parties.

University Proposal

May 9, 2018

COLA and Term

- The Board proposes as follows:
 - 2018/19 – 0%
 - 2019/20 – 0%

University Proposal

May 9, 2018

Letters of Memoranda of Agreement/Understanding

- Memorandum of Agreement – Position Evaluation System, December 14, 1983 - **RENEW**
- Letter of Agreement – Letter of Agreement- Regarding the Annual Settlement of Benefit Premium Surpluses/Deficits, Revised, November 2012 - **RENEW**
- Letter of Understanding – Contracting Out, September 29, 1997 - **RENEW**
- Letter of Understanding – Term Staff, September 29, 1997 - **DELETE**
- Letter of Agreement – Market Supplements, Amended July 1, 2006 - **RENEW**
- Letter of Agreement – Professional and Academic Overload, April 22, 2004 - **RENEW**
- Letter of Agreement – Productivity Awards, September 3, 2003 - **RENEW**
- Letter of Understanding – Joint Benefits Committee and Benefits Plan Reporting, September 28, 2015 - **RENEW**
- Letter of Agreement – Review of Professional Evaluation System, July 1, 2005 - **DELETE**
- Letter of Agreement – Accommodation of Staff Members with Disabilities, October 9, 2007 - **RENEW**
- Letter of Agreement – Support and mentoring of Academic Staff Members, October 9, 2007 - **DELETE**
- Letter of Agreement – Heritage Resources Management Undergraduate Interns, October 9, 2007 - **RENEW**
- Letter of Agreement – Editing and Indexing of the Terms and Conditions Agreement, October 9, 2007 - **DELETE**
- Letter of Understanding – Discretionary Benefit Funds, March 14, 2009 - **RENEW**
- Letter of Agreement – Deans, Feb 18, 2011 - **RENEW**
- Letter of Agreement – Regarding Pay Cycle Alignment, March 31, 2014 - **DELETE**
- Memorandum of Agreement Between the Board and AUFA April 23, 2014 - **DELETE**
- Interest Arbitration Award – Between the Board and AUFA - October 10, 2013 - **DELETE**
- Letter of Agreement- On Call and Callback Committee- Between the Board and AUFA- September 28, 2015 - **DELETE**