

**COLLECTIVE AGREEMENT
BETWEEN**

**The Governors of Athabasca University
(The Board)**

Athabasca
University

&

**The Canadian Union of Public Employees
(CUPE)**

CUPE / *Canadian Union
of Public Employees*

CUPE Local 3911

July 1, 2020 – June 30, 2024

COLLECTIVE AGREEMENT

MADE THIS 1st DAY OF July, 2020 |

BETWEEN

THE GOVERNORS OF ATHABASCA UNIVERSITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3911

THE PARTIES ARE DESIROUS OF ESTABLISHING RATES OF PAY AND OTHER
TERMS AND CONDITIONS OF EMPLOYMENT

THE PARTIES AGREE AS FOLLOWS:

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PREAMBLE

The University, being an institution built on collegiality and cooperation, necessarily looks for opportunities to enhance consultation and communication. The parties are committed to building a collegial, integrated academic community at Athabasca University. The parties further recognize that tutor participation and representation throughout the University is essential to the growth of the academic community and, therefore, the University and the union commit to enhanced tutor participation in real and practical terms.

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement

- (a) "employee" means an employee to which this Agreement applies under Article 3 - Scope of the Agreement;
- (b) "employer" means The Governors of Athabasca University as represented by the President or an Executive Officer or a designate of either, as the context of this agreement may require;
- (c) "parties" means the employer and the union;
- (d) "union" means the Canadian Union of Public Employees.
- (e) A word in any gender applies to all genders, and a word in the singular may also apply in the plural, as the context requires;
- (f) "year" means July 1 to June 30, unless otherwise defined.
- (g) "Work day" shall be calculated to be that number of hours worked, for which the employee received earnings in the last six (6) pay periods exclusive of any leaves without pay or vacation, and at the employee's hourly rate of pay, divided by 60.
- (h) "Hours worked" shall be based upon the number of blocks (number of blocks times pay per block divided by hourly rate of pay) plus any overload assigned, all paid hours including but not restricted to deemed time/hours for premium pay, all marking, travel, course preparation and any other pay required to be paid by the employer to the employee whether on an ongoing or temporary basis.
- (i) "Pay for work day" shall be calculated based on the number of hours in a "work day" as determined in 1.01 g i), multiplied by the employee's hourly rate of pay.
- (j) "Biweekly calendar year" shall be based each year on the biweekly pay scheduled deemed by Athabasca University.
- (k) "Personnel file" means the file of an employee maintained by the employer and stored in a department designated by the employer.
- (l) "Scheduled work day" means the day(s) on which an employee is scheduled for availability for contact with students. This shall also include any regularly scheduled class or meeting with students.

- (m) A “unit of work” is defined as one (1) individualized study block, one standard group study course or 30.6 hours per month of hourly work, including but not limited to academic expert and marker work. One study circle will be defined as one-third (1/3) of a unit.
- 1.02 Seniority commences at date of hire with the University and is subject to the provisions of Article 30. For the purposes of calculating seniority, service earned while located outside the province of Alberta shall be included.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The employer recognizes the union as the exclusive bargaining agent for all employees within the bargaining unit as set out in Article 3.01 – Scope of Agreement.
- 2.02
- (a) If the employer creates a new classification, or if an existing classification is introduced to the bargaining unit, the parties will meet to negotiate rates of compensation and the application of the provisions of the Agreement to the classification.
 - (b) If the parties are unable to agree on these matters either party may refer all or any of them to adjudication by initiating action under Article 24, Sub-Article 24.07 or 24.13.
- 2.03 No employee shall be required or permitted to make an agreement with the employer which is contrary to the terms of this Agreement.

Union membership and dues

- 2.04 Membership in the union is voluntary, however, all employees shall pay union dues in accordance with Sub-Article 2.05.
- 2.05
- (a) The employer will regularly deduct from the salary of each employee such dues or other assessments as are uniformly and regularly payable by a member of the union, as certified in writing to the employer by the treasurer of the union.
 - (b) The employer will remit the dues so deducted to the treasurer of the union within fifteen (15) calendar days from the date the deduction was made.
 - (c) The employer will forward at the same time the following information for all employees, as separate items:
 - (i) each employee's biweekly earnings;
 - (ii) each employee's overload earnings;
 - (iii) the amount of each individual deduction;

- (iv) changes in earnings rate.
- (d) The employer agrees to direct all inquiries concerning union dues or dues deductions to the union office.

2.06

- (a) As soon as reasonably possible, the employer shall provide the union with the following information about any new employee:
 - (i) start date and work assignment;
 - (ii) mailing address;
 - (iii) employee phone number and email address(es), where applicable;
 - (iv) home phone number and alternate email address, if known to the employer.
- (b) As soon as reasonably possible the employer will provide the union with information about changes in any of the following for an employee:
 - (i) work assignment (including termination and date of termination where applicable);
 - (ii) layoff status;
 - (iii) mailing address, phone number(s), and email address(es), if known to the employer.

Dues receipts

- 2.07 When Income Tax (T-4) slips are made available, the employer will include the amount of union dues paid by each employee.

ARTICLE 3 - SCOPE OF AGREEMENT

- 3.01 This Agreement applies to employees of the employer as set out in Certificate #90-95 issued by the Alberta Labour Relations Board, "all non-designated academic employees including Tutors and Markers". Employees who may subsequently be excluded or included by the Alberta Labour Relations Board or by agreement of the parties.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The parties recognize that all functions, rights, powers and authority which the employer has not specifically abridged, delegated or modified by this Agreement are retained by the employer.

ARTICLE 5 – ORIENTATION AND TRAINING

5.01

- (a) The employer shall provide each employee with a written statement of the duties and responsibilities of the employee's position and shall identify the employee's supervisor upon the hiring of a new employee or transfer of an employee.
- (b) Upon the hiring of a new employee, the employer shall provide a minimum of three (3) hours of paid orientation and/or training in person or via electronic means. The Orientation shall include administrative and procedural processes.
- (c) The employer agrees to provide electronic access to a copy of the Agreement upon being hired.

5.02 An employee's supervisor shall discuss with the employee the Statement of Duties and Responsibilities applicable to any work assignment within fifteen (15) days of the commencement of that work assignment.

ARTICLE 6 - PERFORMANCE ASSESMENT

6.01 The employer and union agree that the primary purpose of performance assessment is twofold:

- (a) To assist the employee to develop and improve skills;
- (b) To maintain acceptable standards of employee performance.

6.02 An employee's performance of the duties and responsibilities associated with the employee's position will be subject to ongoing assessment, in accordance with this Article.

6.03 Employees shall participate in an annual performance assessment, which includes the submission of a self-assessment to their supervisor(s) as part of the annual performance assessment process. Information received from an employee's self-assessment cannot be used for the purposes of discipline as outlined in Article 23.

6.04 Notwithstanding clauses 6.03, 6.05 and 6.06, if the employee fails to complete and submit a self-assessment, the supervisor(s) may complete the performance assessment without further input (including meetings) with the employee.

6.05 The employee's supervisor(s) will arrange to meet with the employee to review the employee's self-assessment and contribute additional comments.

6.06

Prior to placement of a completed performance assessment on the employee's personnel file, the employee shall be provided with a copy and an opportunity to provide any additional comments. The Employee may also request an additional meeting with the supervisor(s). If a meeting is requested, the supervisor(s) shall meet with the employee.

6.07 Student evaluations may be part of but will not form the sole basis of the performance assessment.

6.08 The employer will continue to consult with the union concerning an appropriate performance assessment process.

ARTICLE 7 - POSTING AND ASSIGNMENTS

7.01 Work assignments created by any of the circumstances/situations listed below (a through h) shall normally be posted except where otherwise specifically provided in this agreement:

- (a) a new course offered by the employer;
- (b) additional work becoming available in student support centre courses;
- (c) a group study course offered by the employer;
- (d) tutor blocks being added to existing courses;
- (e) a permanent vacancy;
- (f) a temporary vacancy created by a leave of absence granted for a period known to be longer than three (3) months;
- (g) other hourly work assignments over three (3) months; or
- (h) a study circle offered by the employer.

Exceptions to Postings

7.02 Notwithstanding 7.01, work assignments are not required to be posted in the following circumstances:

- (a) For individualized study tutors, academic experts and markers, work assignments will be offered first to employees in the bargaining unit, in order of seniority, who have successfully worked in the same course in the same or similar role within the past twenty-four (24) months.

For the purposes of this clause, similar means: academic experts are also eligible for marking and individualized study tutor work and

individualized study block tutors are also eligible for academic expert and marking work .

- (b) Notwithstanding 7.02(a), where an employee's work assignment is changed from individualized study tutor to academic expert and/or marker:
 - (i) Employees who had individualized study blocks in the affected course shall be eligible for both marker and academic expert work, when available.
 - (ii) Academic expert work and marking work shall be distributed proportionally (based on the previous individualized study block work assignments) to affected employees. If there is insufficient work to distribute work proportionally, the work will then be distributed in order of seniority.
 - (iii) Work assignments will be offered in accordance with 7.02(a) after all affected employees have reached their former block equivalents, or after twenty-four (24) months, whichever comes first.
- (c) The employer may assign a new or substantively revised course to the course author.
- (d) Standard group study and study circle work assignments shall be offered to employees and former employees who continue to (or have) successfully work(ed) in the same or similar standard group study or study circle course, in order of seniority, provided that the last standard group study or study circle course was successfully completed within the previous two years. Reasonable effort shall be made by the employer to contact former employees; however, the onus is on former employees to assure that their contact information is current. Notwithstanding Article 30.01, the employer may consider bona fide geographical requirements for the assignment.
- (e) Any work adjustments or assignments of less than three (3) months, as well as centrally assigned exam marking may be assigned at the discretion of the employer. The employer will provide copies of relevant pay adjustments to the union on a monthly basis.
- (f) Work assignments or adjustments of six (6) months or less that are due to leave replacements for an Athabasca University Faculty Association staff member, will be assigned at the discretion of the employer in accordance with the scope of duties to be determined at the time of the work assignment. Employees who are assigned these duties will remain CUPE members, and only CUPE dues will apply to all compensation. Dues will be paid to the union in accordance with Article 2.05 (2) and Article 12.05 (a) and (b).

Posting of Work Assignments

7.03 In the event the work is not assigned under 7.02, the following posting requirements will apply:

- (a) The work assignment will normally be posted for a period of not less than seven (7) calendar days.
- (b) Employees will normally be notified of the availability of such assignments through email and/or through posting on the employer website. The posting will specify the course title, bona-fide qualifications required, geographic location of employment and the anticipated Unit of Work.
- (c) All reasonable effort will be made to set the closing date for applications at least thirty (30) calendar days before the required start date.
- (d) Any of the time period requirements in Article 7.03 may be changed by mutual consent between the union executive and the employer.

Filling of Posted Work Assignments

7.04

- (a) The work assignment will be filled by the most qualified applicant. In the case of applicants with relatively equal qualifications, including skills, ability, education, and performance, the work assignment will be offered to the individual with the most seniority.
- (b) Notwithstanding 7.04(a), the employer may offer the work assignment to a person currently outside the bargaining unit where that person possesses special or unique qualifications. In such cases, the employer shall notify the union, allowing at least five (5) business days for the union to respond prior to finalizing the work assignment.
- (c) The employer may consider bona fide geographical requirements for the assignment.

7.05 **Minimum Work Assignments**

- (a) The minimum assignment for individualized study block tutoring, academic expert and marker work (combined) shall be the equivalent of one unit, except for new courses, new individualized study employees, or where Article 22.06 (e) applies, in which case the minimum shall be one-half ($\frac{1}{2}$) unit.
- (b) An individualized study tutor may receive additional assignments in units of not less than $\frac{1}{4}$ of a block.

- (c) Notwithstanding Article 7.05 (a) (i), for employees hired directly as academic experts or markers, no minimum work assignment applies.

7.06 Maximum Work Assignment

- (a) Maximum individualized study blocks, academic expert and marker work shall not exceed four units at any one time. Maximum total work assigned to an employee shall not exceed five units at any one time.
- (b) “Maximum total work” does not include work assignments issued under Article 7.02(e).
- (c) Notwithstanding Article 7.06(a) exceptions may be granted with the approval of the Provost and Vice-President Academic or designate (who shall be another executive officer) (whose decision is final and binding.) The employer may request an exception (copied to the employee); or, when work is posted, an employee may request an exception (copied to Learning Services) at the time of application for the work.
- (d) Maximum number of courses in a tutor block see Article 12.09.

7.07 Where an employee declines a work assignment, the employee’s eligibility for future work assignments will not be affected. If an employee wishes to be contacted for additional work, the employee will notify the employer. Having so notified the employer, the employee can at any time inform the employer, that the employee no longer wishes to be contacted for additional work assignments.

7.08 Where the employer determines that the employee or former employee has not successfully completed a standard group study or study circle course, the employer shall so advise the employee or former employee, in writing, within sixty (60) days of the contract end date. The employee or former employee may appeal the employer’s decision in accordance with Article 34.

7.09 Notwithstanding Article 7.02(b), a collaborating institution may decline any employee or former employee who would normally be assigned a standard group study course, in accordance with Article 7, where the employer determines there is sufficient reason. In such cases, the employer shall provide the union with the reasons at least five (5) business days before taking further action.

The employee who normally would have been assigned the course in accordance with Article 7.02(d) shall be deemed to have successfully completed the standard group study course for the purpose of future work assignment under 7.02(d).

- 7.10 Notice will be given normally at least thirty (30) days prior to a major change in an employee's work assignment (which includes assignment to a new course, assignment to a new mode of delivery) or as a result of a major course revision to a current work assignment, the employee's supervisor shall discuss the change with the employee. In extenuating circumstances, the employer and the union may agree to a shorter notice period.
- 7.11 When an employee returns from a leave under Articles 16, 17, 19.03 or a term appointed outside the bargaining unit, the employee's work will be returned to the employee. If the work is not available in its entirety, Article 22.04 shall apply.

ARTICLE 8 - RIGHT TO INFORMATION

- 8.01 Upon request by the union or by an unsuccessful applicant of a work assignment the employer shall provide in writing the name of the successful applicant and the principal reasons on which the decision was based.

ARTICLE 9 – NO DISCRIMINATION

- 9.01 The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any matter in this Agreement by reason of:
- (a) race;
 - (b) religious beliefs;
 - (c) colour;
 - (d) gender;
 - (e) physical disability;
 - (f) marital status;
 - (g) age;
 - (h) ancestry;
 - (i) place of origin;
 - (j) political affiliation;
 - (k) family status;
 - (l) sexual orientation;

- (m) mental disability;
 - (n) source of income
 - (o) gender identity;
 - (p) gender expression;
 - (q) membership or non-membership or lawful activity or lack of activity in the union; or
 - (r) the exercise of rights under this Agreement.
- 9.02 Sub-article 9.01 as it relates to age and marital status does not affect the operation of any bona fide retirement or pension plan or the terms or conditions of any bona fide group or employee insurance plan.
- 9.03 Sub-article 9.01 does not apply with respect to a refusal, limitation, specification or preference based on a bona fide operational requirement.

ARTICLE 10 - SEXUAL AND OTHER HARASSMENT

- 10.01 The parties agree that individuals should be able to work and study in an environment free from all types of harassment, as outlined and governed by the University's harassment policy (which may be changed from time to time), legislation and common law.
- 10.02 The parties agree to work together to achieve that goal.
- 10.03 Instances of sexual and other harassment shall be eligible to be processed as grievances.
- 10.04 Notwithstanding other time limits contained in this agreement, employees may file a complaint in accordance with the University's harassment policy

ARTICLE 11 - HEALTH AND SAFETY

- 11.01 The parties support the concept of an occupational health and safety program and agree to participate in the joint Occupational Health and Safety Committee. CUPE will be entitled to appoint two representatives to the joint Occupational Health and Safety Committee.
- 11.02 The Occupational Health and Safety Committee will consider the occupational health and safety of persons employed by the University and, if required, make recommendations to the employer.

- 11.03 The employer will ensure, as far as it is reasonably possible to do so, the occupational health and safety of its employees, which includes their psychological safety.
- 11.04 Recognizing that employees may work in near virtual workspaces, the Employer is committed to working with employees and the Occupational Health and Safety Committee to identify hazards and implement controls in accordance with the University's policies and legislation.
- 11.05 The employer shall notify the union chair of every workplace injury or incident with results in the death or hospital admission of a member of the bargaining unit within seven (7) calendar days of its being reported to the employer.
- 11.06 All health and safety incidents will be reviewed by the Joint Occupational Health and Safety Committee.
- 11.07 Employees will take reasonable care to protect their own occupational health and safety and the occupational health and safety of other workers.
- 11.08 A grievance concerning this Article may be initiated at Step 2.

ARTICLE 12 - EARNINGS RATES

- 12.01 Effective July 1, 2020 employees shall continue to be paid in accordance with Schedule A.

Employees shall be placed on the wage rate schedule according to seniority, as follows:

- (a) Step 1 (probationary period): non-doctoral prepared employees start at Step 1(a); doctoral prepared employees start at Step 1(b);
- (b) Step 2 – starts at successful completion of probationary period (Step 1), duration is thirty-six (36) months;
- (c) Step 3 – starts at completion of Step 2, duration is thirty-six (36) months;
- (d) Step 4 – starts at completion of Step 3, duration is thirty-six (36) months;
- (e) Step 5 – starts at completion of Step 4, duration is indefinite.

Retroactivity will apply to present employees. Retroactivity for former employees will be limited to six (6) months following the date of ratification of this agreement during which time the employer will make reasonable efforts to ensure such payments are made. The employer shall provide the union with the names and last known addresses of former employees who do not respond.

Schedule "A"**Effective – July 1, 2020 (0%)**

Assignment	Step 1(a)	Step 1(b)	Step 2	Step 3	Step 4	Step 5
Individualized study tutor/block/per biweekly pay	\$236.70	\$246.16	\$254.46	\$272.20	\$291.26	\$311.65
Standard Group Study Course (per 39 contact hours)	\$4,475.21	\$4,654.21	\$4,809.76	\$5,144.38	\$5,504.47	\$5,889.78
Academic Expert	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72
Marking/deemed hour	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72
Other Hourly Pay	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72
Study Circle	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72

Effective – July 1, 2021 (0%)

Assignment	Step 1(a)	Step 1(b)	Step 2	Step 3	Step 4	Step 5
Individualized study tutor/block/per biweekly pay	\$236.70	\$246.16	\$254.46	\$272.20	\$291.26	\$311.65
Standard Group Study Course (per 39 contact hours)	\$4,475.21	\$4,654.21	\$4,809.76	\$5,144.38	\$5,504.47	\$5,889.78
Academic Expert	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72
Marking/deemed hour	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72
Other Hourly Pay	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72
Study Circle	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72

Effective July 1, 2022 (0%)

Assignment	Step 1(a)	Step 1(b)	Step 2	Step 3	Step 4	Step 5
Individualized study tutor/block/per biweekly pay	\$236.70	\$246.16	\$254.46	\$272.20	\$291.26	\$311.65
Standard Group Study Course (per 39 contact hours)	\$4,475.21	\$4,654.21	\$4,809.76	\$5,144.38	\$5,504.47	\$5,889.78
Academic Expert	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72
Marking/deemed hour	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72
Other Hourly Pay	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72
Study Circle	\$30.17	\$31.37	\$32.43	\$34.69	\$37.12	\$39.72

Effective April 1, 2023 (1.25%)

Assignment	Step 1(a)	Step 1(b)	Step 2	Step 3	Step 4	Step 5
Individualized study tutor/block/per biweekly pay	\$239.66	\$249.24	\$257.64	\$275.60	\$294.90	\$315.55
Standard Group Study Course (per 39 contact hours)	\$4531.15	\$4712.39	\$4869.88	\$5208.68	\$5573.28	\$5963.40
Academic Expert	\$30.55	\$31.76	\$32.84	\$35.12	\$37.58	\$40.22
Marking/deemed hour	\$30.55	\$31.76	\$32.84	\$35.12	\$37.58	\$40.22
Other Hourly Pay	\$30.55	\$31.76	\$32.84	\$35.12	\$37.58	\$40.22
Study Circle	\$30.55	\$31.76	\$32.84	\$35.12	\$37.58	\$40.22

Effective December 1, 2023 (1.5%)

Assignment	Step 1(a)	Step 1(b)	Step 2	Step 3	Step 4	Step 5
Individualized study tutor/block/per biweekly pay	\$243.25	\$252.98	\$261.51	\$279.74	\$299.32	\$320.28
Standard Group Study Course (per 39 contact hours)	\$4599.12	\$4783.08	\$4942.93	\$5286.82	\$5656.88	\$6052.85
Academic Expert	\$31.01	\$32.24	\$33.33	\$35.65	\$38.15	\$40.82
Marking/deemed hour	\$31.01	\$32.24	\$33.33	\$35.65	\$38.15	\$40.82
Other Hourly Pay	\$31.01	\$32.24	\$33.33	\$35.65	\$38.15	\$40.82
Study Circle	\$31.01	\$32.24	\$33.33	\$35.65	\$38.15	\$40.82

Gain Sharing Formula

Effective February 29, 2024, an increase of 0.5% will be applied, retroactive to each employee's prior December 1 salary, subject to Gain Sharing conditions to be determined by the Alberta Government.

Gain Sharing

Providing that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is at or above 2.7% as of February of 2024, then Gain Sharing applies.

All adjustments due to Gain Sharing are retroactive to December 1, 2023 or to an employee's start date if hired after December 1, 2023.

"Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.

The most recent publicly available forecast for Alberta's Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024.

Individualized Study Courses

When an individualized study block course is delivered to the same students using more than one tutor at the same time, block payment plus a premium of 15% will be divided proportionately among the tutors.

Standard Group Study Courses

When a standard group study course is delivered using more than one tutor, the payment plus a premium of 15 % will be divided proportionately among the tutors.

Standard group study courses will be classified as either A, B, or C as determined by the group study course syllabus, not including workshops or lab supervision.

Level	Marking Time per Student	Premium
A	0 to 4 hours	No Premium
B	Greater than 4 and up to 7 hours	\$622.17 Premium
C	Over 7 hours	\$933.28 Premium

A per student premium in the amount of \$48.38 will be paid to standard group study course tutors, for Level B and C courses, for the number of students over 25 after the withdrawal period, and for Level A courses for the number of students over 35 after the withdrawal period.

Study Circle

A study circle is a method of group study in which courses are delivered to a small number of students, usually up to twelve students, in a classroom setting or by audio/video conference. Maximum hours of tutoring, including marking, will not normally exceed 50 hours for a three-credit course and 100 hours for a six-credit course.

12.02 Earnings must be paid biweekly.

12.03 An electronic statement of earnings and deductions must be made available for each payment of earnings.

12.04 When an appointment of an employee has not been processed in time to effect payment on the normal pay date, the employer must pay the earnings within ten (10) days of the first pay date.

12.05 (a) An employee who assumes the responsibility of a supervisor or a coordinator will be paid in accordance with the Collective Agreement between the employer and the Athabasca University Faculty Association.

- (b) Notwithstanding 12.05(a), work assignments or adjustments of six (6) months or less that are limited to leave replacements for an Athabasca University Faculty Association staff member, the employee will remain a CUPE member in accordance with Article 7.10.
- (c) When the term appointment as described in 12.05(a) is complete, the former CUPE work assignment or its equivalent will be returned to the employee if the work assignment or its equivalent is available. If it is not available in its entirety, Article 22.07 shall apply.

12.06 If an employee is employed by the employer to design or re-design a course, the employee will be paid an amount, commensurate with the amount of work performed, agreed to in writing between the employer, the union and the employee.

12.07 The number of students per individualized study block and the deemed hours of marking will be determined by the employer following consultation with affected employees. The employer will notify the union at the time such consultation is initiated.

12.08 For individualized study courses, tutor block size and deemed hours of marking will be communicated to the union by July 1 of each year to be effective on the following September 1 for a twelve (12) month period. Changes may also be made at other times of the year, following consultation with an agreement by affected employees. In such cases, the union will be notified at the time such consultation takes place.

12.09 The maximum number of courses in a tutor block shall be set according to the following table:

BLOCK S	# OF COURSES
0.50	4
0.75	4
1.0	4
1.25	6
1.50	7
1.75	8
2.0	8
2.25	10
2.50	11
2.75	12
3.0	12
3.25	12
3.50	12
3.75	12
4.0	12

- 12.10 Where an employee is required to attend meetings where tutor input is requested by the coordinator, the employee will be paid at the employee's regular hourly rate.
- 12.11 Where an employee is required to travel in excess of 50 kilometers one way, at the request of the employer, in order to facilitate delivery of a courses, or to attend meetings, the employee will be paid at the employee's regular hourly rate, to a maximum of seven (7) hours.
- 12.12 An individualized study block tutor, group study course tutor, study circle course tutor, academic expert, or marker shall be paid a course preparation stipend of \$500 for a 0-credit, 3-credit or 4-credit course and \$1000 for a 6-credit course when they are assigned to a course for the first time or when there is a major course revision. A course preparation stipend shall not be paid if the Employee was the course author or for courses which do not have pre-defined course content.
- 12.13 When a standard group study course or study circle course is cancelled later than three weeks prior to the scheduled start date, or when the employee is hired less than three weeks prior to the scheduled course start date, whether or not a course outline has been received from the employee, the employee shall be paid a course preparation stipend of \$530 for a 0-credit, 3-credit or 4-credit course and \$1060 for a 6-credit course. Course cancellation or hiring on short notice compensation shall not be paid if the Employee was the course author.
- 12.14 Each academic expert shall receive an additional two (2) hours pay at the employee's regular hourly rate, plus four percent (4%) of student support and marking pay, per biweekly pay, for the completion of any and all duties for which compensation is not already provided for in this collective agreement.
- 12.15 If the employer requires that an employee receive training or orientation, the employee shall be provided with whatever training is deemed necessary by the employer for the employee to acquire or upgrade skills to the required competency level. The employee shall be paid at the employee's regular hourly rate for all such training.
- 12.16 Individualized study tutors will be compensated on a per student basis for each student in excess of the maximum of the employee's current block work assignment as follows:
- (a) The payment will be calculated by taking the biweekly block payment and dividing it by the maximum number of students in a block.
 - (b) In situations where the tutor has courses with variable block sizes, the overload payment will be calculated using an average block size of thirty-two (32) students.
 - (c) The calculation will be made as per the biweekly payroll schedule, with payments being remitted to tutors on the following biweekly pay.

- (d) The overload payments will be calculated using student numbers as of the first day of each biweekly pay period.
- (e) Notwithstanding Article 7.06, the employer has the right to assign work, and the employee shall accept work, to a maximum of one-quarter ($\frac{1}{4}$) block over the employee's current block work assignment. Where the employer determines that the trend of an additional one-quarter ($\frac{1}{4}$) block of work is sustainable, the work will be assigned in accordance with the provisions of Article 7.

ARTICLE 13 - VACATION AND LEAVES

- 13.01 An employee shall be entitled to vacation pay in the amount of 8% of the total gross salary for each biweekly pay period.
- 13.02 Vacation pay shall be calculated and identified separately and included with each biweekly pay.
- 13.03 Leaves shall be scheduled by mutual agreement between the employee and the employee's immediate supervisor, in accordance with Article 13.05.
- 13.04 For all leaves of ten (10) business days or more, the employer shall provide for a replacement for the employee for the duration of the leave, where operationally possible. Where not operationally possible, accommodation to the service standards will extend by five (5) business days.
- 13.05 Notice of Leave

Notwithstanding Article 7 and Articles 22.01 – 22.04, the following provisions shall apply for non-emergency leave:

- (a) an employee may request leave by notifying the employer on the appropriate form or via e-mail:
 - (i) if the leave request is for less than two (2) consecutive weeks, two (2) weeks in advance;
 - (ii) if the leave request is for two (2) or more consecutive weeks, but less than two (2) consecutive months, six weeks in advance;
 - (iii) if the leave request is two (2) or more consecutive months, eight (8) weeks in advance. Upon return from the leave, the employee's former work assignment or its equivalent shall be returned to the employee if the work assignment or its equivalent is available. If it is not available in its entirety, Article 22.06 (e) and 22.07 (a) – (f) shall apply.

- (b) summer leave:
 - (i) an individualized study tutor, academic expert or marker may request summer leave for the period July 1 to August 31 by notifying the employer by April 30;
 - (ii) commencing September 1, the employee's former work assignment or its equivalent shall be returned to the employee in accordance with Article 13.05(a)(iii).
- (c) in the event an employee requests leave with less than the above notice, the employer shall make every reasonable effort, within operational requirements, to allow the leave to be granted.

ARTICLE 14 - PAID HOLIDAYS

14.01

- (a) The following days are recognized as holidays:

New Years Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
- (b) Any additional statutory or official holiday declared or designated by the appropriate federal or provincial authority will be recognized in addition to the paid holidays provided for in Article 14.01 (a).

14.02

- (a) An employee shall receive a minimum of 3 paid holidays a year except that academic experts and markers shall receive holiday pay in the amount of 1.2% of biweekly gross earnings in lieu of 3 paid holidays a year.
- (b) Where an employee is entitled to a minimum of 3 paid holidays a year, one such holiday shall fall between Christmas Day and New Year's Day. Individualized study tutors shall not have their block pay affected as a result of the Christmas closure of the University.

14.03

- (a) Where a holiday listed in 14.01 coincides with an employee's scheduled work day, the employee shall be granted the day off without loss of pay.
- (b) Where a holiday listed in 14.01 does not coincide with the employee's scheduled work day(s), an additional scheduled work day(s) shall be granted on a date agreed upon by the employee and the employer, or a day's pay in lieu at the employer's option, to satisfy the minimum entitlement set out in article 14.02(1).

- 14.04 Where there is an entitlement in 14.03(2) for employees employed for a partial year, such entitlement shall be applied on a pro-rated basis.
- 14.05 The employer agrees to reasonably accommodate employees who observe holidays of the employee's religion other than those specified in Article 14.01 (a).

Such accommodation would include:

- (a) rescheduling of tutor hours
- (b) the use of paid float day under 14.03 (2)
- (c) granting a leave of absence without pay

ARTICLE 15 - EMPLOYEE EXPENSES

- 15.01 Employees who are required to attend meetings as requested by their supervisor will be reimbursed for travel and subsistence expenses in accordance with the University's travel and expense claim policy as amended by the employer from time to time.
- 15.02 The employer agrees to reimburse employees for disbursement for purchases of supplies or services in accordance with the University's travel and expense claim policy as amended by the employer from time to time. Any purchases of supplies or services not in accordance with such Policy must be authorized in advance by the employer.
- 15.03 The employee will be reimbursed \$25.00 per month (effective July 1, 2016) for use of their own computer hardware.

ARTICLE 16 - MATERNITY LEAVE

- 16.01 Notwithstanding the provisions of this Article, Maternity Leave shall be defined as that period of time during which an Employee would be able to perform the duties of the Employee's job but chooses not to work due to the birth of the Employee's child [this leave may be either before, or after the delivery of the child (or both)]. Where the Employee is medically unable to work due to the pregnancy and/or birth of a child, this shall be considered as a valid health related absence covered by illness leave as set out in Article 18.
- 16.02
- (a) A pregnant employee who has been employed by the University for at least ninety (90) days of continuous is entitled to maternity leave without pay. The employee shall be granted up to sixteen (16) weeks maternity leave without pay and is also eligible under Article 17 for parental leave.

- (b) A pregnant employee who has been employed by the University for less than ninety (90) days of continuous service shall be granted up to twenty-six (26) weeks of maternity leave without pay.
 - (c) A pregnant employee should apply for maternity leave as soon as possible prior to the expected date of delivery, but in any case, shall give the employer at least two (2) weeks' notice in writing of the date on which the employee intends to commence maternity leave and the estimated date of return.
 - (d) The University will maintain its share of the Extended Health Care Plan, Group Dental Insurance, Group Life, Spousal and Dependent Life for any Employee granted leave without pay for maternity to a maximum of three (3) months. After three (3) months, Article 35.08 will apply.
- 16.03 An employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the employee and her employer agree to shorten the period by the employee's giving her employer a medical certificate indicating that resumption of work will not endanger the employee's health.
- 16.04
- (a) An employee granted leave without pay pursuant to sub-article 16.01 shall upon return to work, be returned to the employee's former position or be placed in another comparable position at not less than the same salary and benefits that had accrued to her prior to commencing leave.
 - (b) An employee wishing to change the date of return to work should notify the employer as soon as possible prior to the date of return, but in any case, must give four (4) weeks' notice in writing unless there is a medical reason for less notice.
- 16.05 Notwithstanding any date initially selected for the start of maternity leave, if an employee subsequently indicates in writing that the employee is no longer able to carry out their full normal duties, the employee may commence maternity leave at an earlier date.
- 16.06 Notwithstanding anything to the contrary in this Article, an employee on a temporary contract is eligible for maternity leave, but the maternity leave shall not extend beyond the term of the contract for that employee.
- 16.07
- (a) A pregnant employee who presents medical evidence from their physician which satisfies the University that continued employment in the employee's present position may be hazardous to the employee or the unborn child, may request a temporary transfer to a more suitable position if one is available.

- (b) When no suitable position is available the employee may, if eligible, apply for immediate commencement of maternity leave.
- (c) In the event that maternity leave must commence in the early stages of pregnancy, the employee shall be entitled to up to six (6) months of leave following the date of birth.

16.08 Notwithstanding the foregoing provisions of this article, an employee who is unable to perform the duties of the position by reason of pregnancy, shall be entitled, upon satisfactory medical proof thereof, to have such portion of the maternity leave treated as if it were paid illness leave in accordance with the provisions of Article 18.02 (e). The employer may institute a Supplementary Unemployment Benefit Plan (SUB Plan) to defray part of the cost of such health related absence. The employer agrees to consult with the union prior to instituting a SUB Plan.

ARTICLE 17 - PARENTAL LEAVE

17.01 Normally upon four (4) weeks written notice but not less than two (2) weeks notice being given to the employer, an employee shall be granted leave of absence without pay as follows:

- (a) An employee who has completed ninety (90) days of continuous service shall be entitled to not more than sixty two (62) weeks parental leave, without pay within the seventy-eight (78) week period immediately following the birth (in the case of a non-child bearing parent) or placement of a child with the employee as an adoptive parent.
- (b) An employee who has completed ninety (90) days of continuous service shall be entitled to not more than twenty-six (26) weeks parental leave, without pay within the fifty-two (52) week period immediately following the birth (in the case of a non-child bearing parent) or the placement of a child with the employee as an adoptive parent.
- (c) If employees are parents of the same child, one employee may take parental leave wholly or it may be shared. The parents may access parental leave; however, the combination of leaves cannot exceed sixty-two (62) weeks.
- (d) The University will maintain its share of the Extended Health Care Plan, Group Dental Insurance, Group Life, Spousal and Dependent Life for any Employee granted Parental Leave to a maximum of three (3) months. After three (3) months, Article 35.08 will apply.

17.02

- (a) An employee granted leave without pay pursuant to sub-article 17.01 shall upon return to work, be returned to the employee's work assignment or be placed in another comparable position at not less than the same salary and benefits that had accrued to her prior to commencing leave.
- (b) An employee should give an estimated return date when they give notice of the leave. If they wish to change the intended return to work date they should notify the employer as soon as possible prior to the date of return, but in any case, must give four (4) weeks' notice in writing of their intentions.

17.03 An employee may be required to provide substantiation of eligibility for leave.

ARTICLE 18 – SICK LEAVE AND SPECIAL LEAVE

18.01 General

- (a) Entitlement for sick leave and special leaves under this article will be determined using the biweekly calendar year.
- (b) "Illness" means any illness, injury, or quarantine restriction affecting an Employee's ability to work, but does not include accidents covered under Workers' Compensation.
- (c) Where operationally possible, leaves of five (5) business days or more, the employer shall provide a replacement for the employee for the duration of the leave. At any time, the employer may provide leave coverage for any leaves at its discretion. Where not operationally possible, the service standards will extend by five (5) business days.

18.02 Sick Leave

- (a) When an employee is unable to work due to illness, they shall inform their employer of their inability to work.
- (b) The employer may require proof of employee illness where the employee requests sick leave. In the absence of satisfactory proof, where such proof is required, the leave will be treated as leave without pay.
- (c) The employee shall be entitled to sick pay based upon their work days. Pay per day for employees will be calculated as the employee's total earnings in a Work Day.

18.03 A maximum of twenty (20) days sick leave will be granted for each biweekly calendar year. Unused days for sick leave may be accumulated for up to three (3) years to a maximum of sixty (60) days.

18.04 Special Leave

An employee who is unable to work due to circumstances set out in Article 18.05 described as "special leave" shall be granted, upon application, special leave at the employee's basic rate of pay. Pay per day for tutors, markers and academic experts will be calculated as the employee's total earnings in a work day. Pay for group study instructors shall be their normal hours of work for which they were scheduled for the day on which they are granted special leave.

Notwithstanding the foregoing, markers and academic experts will be paid for special leave only if the marking or academic expert work that would have been assigned to the employee must be assigned to another individual.

18.05 The maximum number of Special Leave days shall be ten (10) Work Days per bi-weekly calendar year. The circumstances under which special leave is granted.

- (a) illness within the immediate family – Leave of absence shall be granted for the purpose of taking care of the person who is ill. For the purposes of special leave, immediate family is defined as a spouse, (including common-law spouse and same sex partner), child, parent or person the employee has guardianship over who is living with and under the care of the employee;
- (b) Attendance at the giving of birth or adoption proceedings of the employee's child by the employee's partner;
- (c) bereavement - Leave of absence shall be granted in the event of the death of the employee's spouse (including common-law spouse and same sex partner), parent, guardian, grandparent, child, grandchild, sibling, sibling's child, parent's sibling, or spouse of any of the above;
- (d) travel time for illness within the immediate family / bereavement / birth or adoption proceedings of the employee's child;
- (e) moving household effects - This category applies to an employee who maintains a self-contained household and whose change in place of residence necessitates the moving of household effects during scheduled working hours. A maximum of one (1) day per bi-weekly calendar year shall be granted for this purpose;
- (f) when an employee has a catastrophic illness, Leave shall be granted after the employee's sick leave bank has been fully utilized;
- (g) attend formal hearing to become a Canadian Citizen

18.06 Special leave other than leave pursuant to sub-article 18.05 (e) may be granted more than once for the same circumstances within the biweekly calendar year. if The total special leave granted shall not exceed ten (10) work days per biweekly calendar year unless additional special leave is approved by the employer.

18.07 Two weeks' notice may be required for leave requested in sub-article 18.05 (e).

18.08 Domestic Violence Leave

An Employees who requires time off for domestic violence leave, as defined in the *Employment Standards Code*, shall be granted leave without pay for up to ten (10) Work Days for one or more of the following purposes.

- (a) to seek medical attention for the Employee or the Employee's child in for physical or psychological injury or disability caused by the violence;
- (b) to obtain services in respect of the violence from a victim services organization;
- (c) to obtain psychological or other professional counselling for the Employee or the Employee's child;
- (d) to relocate temporarily or permanently;
- (e) to seek legal or law enforcement assistance including preparing for or participating in any civil, criminal or administrative proceeding;
- (f) any other purposes identified in the *Employment Standards Code*

18.08 An employee request for leave of absence without pay shall be granted where the operational requirements of the employer permit.

ARTICLE 19 - ACADEMIC LEAVE

19.01

(a) An employee who has been employed by the employer for at least six (6) years may apply for up to thirteen (13) pay periods leave of absence with full pay and benefits. In the event of a refusal to grant such

(b) An application under sub-article 19.01 must be granted by the employer if:

- i. the employer is satisfied the research or other activity is related to the employee's work for Athabasca University;
- ii. the research or activity is approved by the employer, and;
- iii. operational requirements of the employer allow the leave to be granted.

- (c) The Employer will endeavour to advise the Employee whether their application has been approved or rejected with 90 days. In the event of a refusal to grant such leave, the employer will give reasons to the applicant in writing.
- (d) For the purposes of Academic Leave, an employee's regular earnings shall be calculated based on an average the employee's earnings for the thirteen (13) pay periods immediately prior to the employee's application for leave, exclusive of pay periods without pay.

ARTICLE 20 - UNIVERSITY SERVICES AND FACILITIES

20.01 The employer agrees to provide to employees, free of charge,

- (a) use of University Counselling Services Unit;
- (b) use of University sports facilities at the University main campus;
- (c) use of library materials and University library facilities; and
- (d) access to electronic communication systems as used by the University.

ARTICLE 21 - TUITION WAIVER

21.01 An employee, is eligible to enroll in one (1) six-credit course or two (2) three or four-credit courses at the University, per year. This eligibility shall also extend to the employee's spouse and any dependents. The normal admission fee will apply, but tuition fees, up to the level of undergraduate course tuition fees, will be forgiven.

ARTICLE 22 - LAYOFF, WORK REDUCTION AND RECALL

General

22.01 Except for 22.10(a), this article applies only to permanent employees.

22.02 The employer shall provide the union with a copy of each notice of layoff and each notice of work reduction and each notice of recall at the same time such notice is provided to the employee. Upon request, the employee and the union shall be provided with the rationale for the decision and if relevant, include past or prospective enrolment information on which the decision was based.

22.03 When an employee's work is restructured from individualized study tutor to academic expert and/or marker), for six (6) consecutive pay periods following the restructure, that employee shall receive such payments for the restructured work as may be required to ensure they do-not earn less for performing the work than prior to the restructure.

After the first six (6) consecutive pay periods following the restructure of work of an individualized study tutor to academic expert and/or marker, and notwithstanding Article 7.06(a), no minimum workload shall apply and in regard to that work that was restructured that employee shall be treated in the same manner as an employee hired directly as an academic expert or marker.

The above payment or "transition pay" shall be calculated by averaging the employee's six (6) highest of the last 26 pay periods of block and marking pay, for the restructured course(s). Individualized study tutors who are recalled pursuant to Article 22.08(c) are not entitled to transition pay.

Layoff – Individualized Study Tutors

22.04

- (a) An employee whose work assignment is involuntarily reduced to zero shall be deemed to have been laid off. Where an employee has been on layoff from all work assignments for a period of twenty-four (24) months, the employee's employment shall be terminated
- (b) When the employer determines that an employee shall be laid off, the employee shall be given one (1) month's written notice.
- (c) An employee who has been laid off shall receive one (1) month's pay each month during the layoff period, to a maximum of three (3) months, or one (1) month's pay for each year of seniority, whichever is less. The month's pay shall be calculated by averaging the employee's six (6) highest of the last twenty-six (26) pay periods of block payment and marking pay for individualized study tutors.
- (d) During the first twelve months of layoff of an indefinite term individualized study tutor, the employer shall continue all benefit payments for the employee on layoff.

Employees Hired Directly as Academic Experts or Markers

22.05 Where an employee's work assignment has been reduced to zero for a period of twenty-four (24) months, the employee's employment shall be terminated.

Work Reduction – Individualized Study Tutors

22.06

- (a) When the employer determines that an individualized study tutor's work assignment shall be reduced due to insufficient enrolment, the employee

shall be given written notice of such change four (4) weeks in advance.

- (b) Work assignment reduction for individualized study tutors, in a course, normally shall be in the reverse order of seniority subject to 22.06 (c) and 22.06 (d); the employer however may consider bona fide geographical requirements.
- (c) When a reduction for individualized study tutors in a course would normally reduce the work of an employee who has more seniority than at least one other employee whose course load includes one or more courses that currently are being tutored or previously have been tutored (within the past twenty-four (24) months) by the senior employee, the work reduction shall be applied as follows, with the particular method to be determined by the employer.
 - (i) *The work reduction shall be applied to the junior employee with a consequent redistribution of students to the senior employee.*
 - Or
 - (ii) The junior employee shall retain current students and the senior employee shall be assigned all new students until the senior employee's work assignment is at its former level, at which time the junior employee would be eligible for recall in accordance with Article 22.07 (e).

The senior employee shall only receive additional 1/4 block payments when each additional 1/4 block has the maximum student load or after four (4) months has elapsed, whichever comes first.

- (d) Notwithstanding 22.06(c), in the event that a work reduction due to insufficient enrolment follows within twelve (12) months of an increase to a work assignment of a senior tutor, the work reduction shall be applied to that senior tutor up to the amount of the increase. Any further work reduction shall be in accordance with Article 22.06 (b) and (c).
- (e) The employer may reduce the work of junior indefinite term individualized study tutors whose work has been reduced in accordance with 22.06 (c) to a minimum of one half block.

Work Reduction – Academic Experts and Markers

22.07

- (a) When the employer determines that an academic expert or marker work assignment shall be reduced, the employee shall be given four (4) weeks' written notice of such change.
- (b) Work reduction for academic experts and indefinite term markers shall be done in reverse order of seniority.

Recall– Individualized study tutors, Academic Experts and Markers

22.08

- (a) An employee shall be considered to be on recall status for a continuous period of twenty-four (24) months. During this period, the right to be recalled shall take precedence over the assignment of work under Article 7.
- (b) Individualized study tutors on layoff who are recalled within the paid layoff period will cease to receive layoff pay on the first day back to work.
- (c) Recall shall be in order of seniority from amongst those employees in the bargaining unit who are currently working in or have previously worked (within the previous twenty-four (24) months) in the same course and in the same or similar role as the recall work assignment.
- (d) Notwithstanding Article 7, individualized study tutors on layoff, or academic experts and markers whose work has been reduced to zero, may be offered any work assignment, in half-block increments for individualized study tutors, if necessary, for which they possess the bona fide course specific qualifications.
- (e) Normally individualized study tutors whose work has been reduced shall be recalled to their former positions in quarter block increments as soon as work is available. However, where individualized study tutors are on layoff status, they shall be recalled to their former positions in half block increments as soon as work is available and in quarter block increments thereafter.

Notice of Retirement and Resignation Early Termination of Definite Term Appointment

22.09

- (a) An employee should provide at least six weeks' notice of their intent to resign their position or retire from their employment with the employer.
- (b) An employee who has been absent for five (5) consecutive business days and who has not informed the University shall be considered to have abandoned the employee's position and will be deemed to have resigned, unless it is subsequently shown by the employee that special circumstances prevented the employee from informing their supervisor or designate of their absence and inability to work.

22.10

Where the employer determines that it is necessary to terminate a definite term work assignment prior to the specified end date, the employee shall receive one (1) month's written notice or pay in lieu thereof, with a copy to the Union.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

23.01

- (a) An employee may be disciplined or dismissed but only for just cause.
- (b) Warnings and suspensions (with or without pay) shall be imposed by the appropriate Dean or designate. Dismissal shall be imposed by the Provost and Vice-President Academic or designate (who shall be another executive officer).

23.02 The employer accepts the principles of progressive discipline.

23.03

- (a) If the employer believes there might be cause for discipline, the employer shall communicate the reasons for this belief in writing to the employee, with a copy to the union. Such communication shall be limited to issues arising in the immediately preceding eighteen (18) months and shall include copies of any relevant letters of complaint.

The employer may:

- (i) request a written response to the communication allowing thirty (30) days for the employee to respond; or
- (ii) request a meeting with the employee, to be held within ten (10) days of the meeting request, for the purpose of discussing the concerns.

Extension requests to the timelines referenced above will not be unreasonable denied.

- (b) After the process in (i) or (ii) above, or if the employer has made all reasonable efforts to conduct the process but has been unable to do so, and if the employer still believes that there is cause for discipline, the employer may give the employee written notice of discipline. Such discipline may include a warning, suspension, or dismissal. A copy of the notice will be placed in the employee's Personnel File and a copy will be sent to the union. In the case of a warning or suspension, the notice will state what the concern is, what actions are required of the employee, and will specify a reasonable time in which the employee shall comply with these requirements. In the case of dismissal, the notice shall include the reason(s) for dismissal.
- (c) Except in extreme circumstances, no further action shall be taken against an employee prior to the time specified in a warning or suspension.

- 23.04 Notwithstanding any other provision of this article, the Provost and Vice President Academic or designate may upon written notice to the employee and the union, relieve an employee from duty temporarily with pay pending investigation of a situation.
- 23.05 Provided that the employee does not receive an additional written notice of discipline, any notice of discipline in the employee's Personnel File will be removed from that File after eighteen (18) months and cannot be used in conjunction with any subsequent discipline.
- 23.06 When the employer convenes a meeting with an employee with the intent of discussing or administering discipline, the employee is entitled to have a union official present at the meeting.
- 23.07 Progressive discipline need not be followed in cases of dismissal resulting from severe problems such as violent behaviour or gross insubordination.
- 23.08 Regardless of the foregoing provisions of this Article, the employer shall have the right to dismiss an employee for just cause.

ARTICLE 24 - GRIEVANCE PROCEDURE

- 24.01 A grievance is defined as any difference arising from the interpretation, application, administration, or alleged violation of this Agreement.
- 24.02 Types of Grievance
- (a) An individual grievance is a grievance which involves a single individual.
 - (b) A group grievance is one which involves 2 or more individuals. Such a grievance may be commenced as a group grievance, or similar individual grievances seeking a common redress may be consolidated as a group grievance. The results of group grievances shall apply, proportionately if applicable, to all employees affected.
 - (c) A policy grievance is one which arises when the union grieves any issue except an issue which directly affects an employee and regarding which the employee could initiate or have initiated a grievance.
- 24.03 Notwithstanding Article 24.04 and 24.05, grievances filed under Article 10, Sexual and Other Harassment, shall normally be initiated at Step 2 within three (3) months of the last occurrence of any alleged incident(s).

In the case of a grievance filed under Article 10, Sexual and Other Harassment, the employer or the union may request that the matter be submitted to mediation. In the event that the union, the employer, and the employee agree to mediation, any grievance procedure which has been commenced with respect to that matter shall be held in abeyance until either the union or the employer gives written

notice of its desire to continue with the grievance. In the case of a grievance submitted as per Article 24.03 the parties agree that the report of the mediator shall not be admissible in any proceeding, and the mediator shall not be a competent or compellable witness at any adjudication proceeding.

24.04 Before a grievance is filed by either party to this Agreement, every attempt will be made to settle the difference by informal discussion.

24.05 Step One

The parties may mutually agree to initiate any grievance at Step Two.

In the event of a dispute, the union shall put the grievance in writing to the Chief Human Resources Officer or designate within twenty-eight (28) calendar days of the date the affected party became aware of the occurrence of the events giving rise to the grievance. A meeting shall be scheduled within 21 calendar days of receipt of the grievance by the employer. The employer shall reply in writing to the union within twenty-one (21) calendar days of the meeting.

24.06 Step Two

If the grievance is not resolved to the Union's satisfaction, the union may submit the grievance to the Provost and Vice President Academic within twenty-one (21) calendar days of receipt of the Step one reply.

The Provost and Vice President Academic or designate, shall schedule a meeting within twenty-eight (28) calendar days of receipt of the grievance with the representatives of the union and the employer to discuss the grievance at Step two and shall reply in writing within twenty-one (21) calendar days of the meeting. Such reply shall include reasons for the decision.

24.07 Adjudication

If the grievance is not resolved at Step Two, it may be referred to adjudication by giving written notice to the employer within twenty-one (21) calendar days of receipt of the reply to the grievance at Step Two.

24.08 Within fourteen (14) calendar days of receiving notice to refer grievance to adjudication, the employer and the union shall advise each other in writing of its nominee to the Adjudication Board. The two (2) nominees shall, within fourteen (14) calendar days of the appointment of the latter of them, choose a Chairperson for the Adjudication Board.

24.09 If the two (2) nominees fail to agree upon a Chairperson for the Adjudication Board, either party may request the Labour Relations Board to make an appointment.

- 24.10 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final, binding, and enforceable on all parties. The Board shall have no jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions in place of them, nor give any decision inconsistent with the express terms and conditions of this Agreement.
- 24.11 If the Board as a result of its award determines that an employee has been discharged or otherwise disciplined by the employer for cause, the Board may substitute some other penalty for the discharge or discipline that to it seems just and reasonable in all the circumstances.
- 24.12 The parties will each bear the fees and expenses of the nominee appointed by it, as well as all costs related to the presentation of its own case, and the parties will share equally the fees and expenses of the Chairperson of the Adjudication Board. The parties agree to consider the use of University facilities in these proceedings.
- 24.13 Notwithstanding Sub-Articles 24.07 and 24.08, governing the establishment of a three-person Adjudication Board, the parties may agree to refer a grievance for determination by a single Adjudicator. The Adjudicator shall be appointed by agreement of the parties or, failing that, upon application to the Labour Relations Board.
- 24.14 The Parties may agree in writing to suspend, extend or waive any time limits or Steps contained in this Article.
- 24.15 Grievance Procedure Time Limits

The time limits in the grievance and adjudication procedure are mandatory, but an adjudicator or adjudication board may waive a failure to meet a time limit if it is satisfied that:

- (a) there are reasonable grounds for doing so, and
- (b) the other party will not be substantially prejudiced by the relief.

ARTICLE 25 - EMPLOYER - UNION RELATIONS

- 25.01 Each party will provide written notice to the other of those persons authorized to amend the terms of this Agreement during its term.
- 25.02 All correspondence between the parties which is required by this Agreement, except where otherwise expressly provided, shall pass between the Chairperson for the union, or designate, and the President's Office, or designate.

- 25.03 The employer agrees to provide access to a copy of the Agreement upon being hired.
- 25.04 The employer will make the current Collective Agreement available to all current employees and the union via electronic means.
- 25.05 The union may use the employer's electronic communication system to communicate with its members in addition to accessing the University's regular mailing system (in which event the union will reimburse the University for any additional postal costs incurred).
- 25.06 The employer agrees, where feasible, to enable the union to hold meetings by providing space on University property or at locations where facilities may be rented by the University from time to time. The employer further agrees to facilitate the provision of information about the union's annual general meeting.

25.07 Joint Labour Management Committee

The parties agree to the following guidelines:

- (a) The parties will meet once each quarter on a date to be mutually agreed upon. Additional meetings, if required, will be arranged by mutual agreement of both parties.
- (b) A representative of each party shall be designated as joint chair and the two persons shall alternate in chairing the meetings of the committee.
- (c) Agenda items shall be submitted to the joint chairs, seven (7) days prior to each meeting. Regular agenda items will include working conditions resulting from performance management and technological change, as well as workload and workload consultation.
- (d) Both parties agree to make every possible effort to achieve progress with respect to the agenda items brought forward.
- (e) Each party shall have three representatives. A meeting shall require a quorum consisting of at least two members from each party.
- (f) The committee is not empowered to make any amendments to the Collective Agreement

ARTICLE 26 - UNION BUSINESS

- 26.01
- (a) The employer agrees to pay to the union's representatives an honorarium totaling \$6054.27 a year for time spent on the administration of this Agreement or related to union business. This amount may be divided amongst union officers.

- (b) For time spent in collective bargaining, the employer will provide monetary compensation to a maximum of fifteen (15) days pay to be distributed amongst participants, provided that they are able to make up the time and that the same level of service to students is guaranteed. For the purposes of this clause, one day's pay shall be seven (7) hours at the employee's hourly rate of pay.
- 26.02 The parties agree to schedule meetings to avoid union representatives losing earnings from the employer or any other employer if that is reasonably possible to do.

ARTICLE 27 - PROFESSIONAL DEVELOPMENT

- 27.01 The employer agrees to contribute \$50,000.00 each April 1st to a the CUPE Professional Development Fund. The unspent balance at March 31st of each year will be carried forward into the next year.
- 27.02 The CUPE Professional Development Fund Committee shall be comprised of four representatives appointed by the union. The CUPE Professional Development Committee will receive copies of all applications for the PD Fund. The Committee will provide its funding decisions to the employer.
- 27.03 The fund shall be used for such employee professional development purposes as approved by the committee and within the approved guidelines, as currently set out in Schedule "C" for information purposes only.
- 27.04 The employer agrees to provide each employee access to an individual professional development fund (previously known as the professional development allowance) of \$300 per year, which may be accumulated for a maximum of five years. It may be claimed as per the University professional development guidelines policy, upon production of receipts for the purchase of books, equipment, professional journals, library fees, professional fees, course registration fees or conference registration fees and related expenses when these are related to the employee's tutoring duties and responsibilities.
- 27.05 The employer recognizes that employees should be encouraged to participate in further academic and professional training. In furtherance of this principle, the employer will make every effort to continue to provide an annual "Learning Conference" specifically designed to meet the education needs of non-designated academic staff.
- 27.06 The University will normally form a planning committee for the Learning Conference. There will be a minimum of two (2) employee representatives on the committee.

- 27.07 Employees attending the Learning Conference shall be paid the amount of one hundred dollars (\$100.00) for attendance, as well as be reimbursed for travel and subsistence costs associated with their attendance at the Conference, up to a maximum of two hundred dollars (\$200.00).
- 27.08 Faculties shall be encouraged to ensure that employees are invited to attend training and education opportunities made available to their designated academic staff and provide compensation for such attendance, where possible.

ARTICLE 28 – EMPLOYEE REPRESENTATION

- 28.01 Where an executive officer approves Employee representation on General Faculties Council and other committees that may be established from time to time, the employer in each case, shall request the union to nominate an employee as the employee representative.
- 28.02 Representatives shall be paid the employee's regular hourly rate for meeting time. Representatives shall also be paid the employee's regular hourly rate for reasonable preparation time for the meeting. The reasonableness of the preparation time shall be determined by the University. If preparation time is denied, rationale for the decision shall be provided to the employee.

ARTICLE 29 - PROBATIONARY PERIOD

- 29.01 An employee appointed to a position shall be considered to be on probation until the employee has completed twelve (12) months of employment in the position.
- 29.02 A probationary employee who is absent from work for any reason, excluding where the employee continues to be employed by the employer in any other capacity (which performance shall be taken into account for the probationary review), for a consecutive continuous period of one (1) month or longer will have their probationary period extended by the same amount of time as the consecutive continuous period of absence.
- 29.03 The employee must meet the requisite criteria and standards of performance which will be provided to the employee at the time of appointment to the position.
- 29.04 Prior to the end of the probationary period, the Dean or designate and supervisor or designate shall jointly recommend one of the following courses of action to the Provost and Vice President Academic or designate, who will be another executive officer, for approval:

- (a) permanent appointment to a position;
 - (b) termination of employment prior to or at the end of the probationary period.
- 29.05 The probationary employee shall be advised in writing, with a copy to the union, with respect to continuation not later than two weeks prior to the end of the probationary period.
- 29.06 In exceptional cases the University may initiate an early review.

ARTICLE 30 - SENIORITY

- 30.01 Seniority shall be measured in years and shall be calculated by dividing the number of months in which work was performed by twenty-six pay periods.
- 30.02
- (a) Seniority shall continue to accumulate under the following circumstances:
 - (i) the first twelve (12) months of :
 - (1) a period of layoff for an individualized study tutor;
 - (2) a period when the workload has been reduced to zero for an academic expert and/or marker
 - (3) an approved leave of absence for medical reasons,
 - (ii) during leaves of absence of two (2) consecutive months or less,
 - (iii) during academic leaves, as defined in Article 19, of six (6) months or less,
 - (iv) during a period of maternity, or parental leave,
 - (v) during a period when an employee previously under this agreement is an Academic Coordinator under the AUFA agreement,
 - (vi) during a period when an employee previously under this Agreement is in a Term AUFA Position, other than an Academic Coordinator, and continues to tutor or mark.
 - (b) Accumulation under (ii), (iv) and (v) will begin on July 1, 1992.
- 30.03 A seniority list will be maintained by the University and will be sent to the Union and posted by October 1st of each year. The list will include the employee's name, step and cumulative seniority at August 31st of that year.

30.04 Challenges respecting seniority status must be submitted in writing to the employer by December 1 of each year. When proof of error is presented by an employee or the employee's representative, such error will be corrected and when so corrected the agreed upon seniority calculation will be final.

30.05

- (a) When an employee whose appointment has terminated is rehired within two (2) years of the original termination date under the scope of this agreement the employee shall have previously accumulated seniority reinstated upon rehire;
- (b) When an employee has resigned and is rehired at a future date under the scope of this agreement the employee shall have no accumulated seniority upon rehire.

ARTICLE 31 - PERSONNEL FILE

31.01 Access to an electronic copy of an employee's personnel file shall be provided to the employee or the employee's authorized representative, upon request, once in every year and in the event of a grievance or complaint.

31.02 No record contained in the personnel file shall be released physically or orally from the file to persons outside the University without the employee's prior written consent unless the employer is required to release such information in compliance with the Freedom of Information and Protection of Privacy Act (Alberta).

ARTICLE 32 - TECHNOLOGICAL OR PROCEDURAL CHANGE

32.01 Definition

Technological or procedural change shall mean the introduction of equipment, material or processes significantly different in nature or kind from that previously utilized and which affects the terms or conditions or security of employment of a significant number of employees within the same job function.

32.02 Notice

The employer shall notify the Union Executive in writing in advance of its intentions to introduce technological or procedural change. In any case, such notice shall be provided at least sixty (60) calendar days before the date on which the employer proposes to implement the change.

Along with the notice, the employer shall provide the Union with the following information:

- (a) the nature of the proposed change;

- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the proposed change may be expected to have on employees' working conditions and terms of employment, to the best of the employer's ability.

32.03 Consultation

Prior to rendering or implementing a final decision and upon notice pursuant to 32.02 the employer and the Union Executive shall each appoint representatives to an *ad hoc* consultation committee that shall thereupon engage in consultation concerning the matters referred to in 32.02(a), (b) (c) and (d).

32.04 Any electronic monitoring by the employer of employees and the work for which they are employed shall be undertaken only with their knowledge and with prior notification, in writing, and consultation with the union executive.

ARTICLE 33 – ACADEMIC OPINION

33.01 Employees shall not be hindered or impeded in any way by the employer from exercising their legal rights as citizens, nor shall they suffer any penalties because of the exercise of such legal rights.

33.02 While acknowledging that course materials are determined by the coordinator of each course, any employee involved in that course has the right of academic opinion.

33.03 Academic opinion means that employees shall be free to reasonably express their opinions regarding course content or course materials and be free from discipline or censure for having done so. Any such opinion shall be shared with the course coordinator.

ARTICLE 34 – APPEAL PROCESS

This appeal process shall deal with matters that cannot be grieved.

34.01 An appeal may be launched for disagreements between the employee and their supervisor or course coordinator for issues including, but not limited to, the following:

- (a) assignment of work and scheduling;
- (b) deemed hours of marking and number of students per block per Articles 12.07 and 12.08;

- (c) availability hours;
 - (d) record-keeping;
 - (e) course delivery materials (including exams); and
 - (f) unsuccessful completion of Group Study or Study Circle course per Article 7.03.
- 34.02 If an employee disagrees with their supervisor or course coordinator on items (a) to (f) above, the employee shall discuss the problem and possible remedies with their supervisor or course coordinator.
- 34.03 If the employee is not satisfied with the supervisor's or course coordinator's response, the employee may appeal (which shall be with the assistance of the union), in writing, to the Provost and Vice-President, Academic or designate who shall be another executive officer ("the employer"). The employee with the assistance of the union shall send copies to the Chief Human Resources Officer.
- 34.04 Either the employee or the employer, or the union, may request a meeting to discuss the appeal. Such discussion shall be scheduled mutually within twenty-one (21) calendar days of the request. At the discussion, a union official may accompany the employee.
- 34.05 The employer shall reply in writing to the employee, with a copy to the union, within fourteen (14) calendar days of the meeting.
- 34.06 Regardless of a meeting, the employer shall render a decision in writing to the employee, with a copy to the union, within thirty-five (35) calendar days of receipt of the appeal.
- 34.07 The decision of the employer is final and binding and is not subject to further appeal or grievance.
- 34.08 The timelines in this article may be extended by mutual agreement of the union and the employer. Such agreement shall not be unreasonably denied.

ARTICLE 35 – HEALTH BENEFITS PLAN

- 35.01 A Joint Benefits Committee shall maintain the health benefits program. Co-chairs are from each party, with equal membership representation from CUPE employees and the Board.
- 35.02 The Employer agrees to provide and maintain the following plans to the minimum levels as set out in Schedule "B", effective October 1, 2010.
- (a) Alberta Health Care

- (b) Extended Health
- (c) Dental
- (d) Vision,
- (e) Group Life Insurance
- (f) Spousal dependent life insurance

35.03 The employer shall fund 50% of premium costs. The employee shall fund the remainder.

35.04 For those employees enrolled in the benefits plan as of January 1, 2008, whose employee contribution rate is less than 50 %; their contribution rate as of January 1, 2008, shall remain in effect.

35.05 For employees enrolled in the plan, the employer shall deduct each employee's premium costs from the employee's biweekly wages earnings.

35.06 Eligibility is confined to permanent CUPE employees.

35.07

- (a) Enrolment in benefits as identified under 35.02 (b) through (f) is mandatory. Employees may opt out of Extended Health, Dental and Vision only if they have spousal coverage or comparable coverage elsewhere.
- (b) Spousal dependent life insurance is covered at 100% by the employer, exclusive of the financial limit in 35.03.

35.08 An employee on a leave of absence without pay for more than three (3) months may elect to remain a member of employee benefit programs for a maximum of thirty-six (36) months, provided that the employee bears the full cost of such participation and the employee's participation is limited to the terms of the current benefit contracts. Failure to make payments for three (3) consecutive months will result in termination of benefits. Exceptions, including extensions to the thirty-six (36) month cap may be made subject to the mutual written agreement of both the Union Executive and the employer.

ARTICLE 36 - PENSION

36.01 Subject to 36.03 and 36.04 the employer will contribute 4% of permanent employee's Earnings for hours worked (as defined in Article 12 but excluding travel expenses pursuant to Article 12.11) to a group Registered Retirement Savings Plan (RRSP) or Tax Free Savings Account (TFSA), through a carrier to which the parties have agreed, effective July 1, 2016.

- 36.02 For those employees participating in the group RRSP or TFSA as outlined in 36.01, , the employer will deduct and remit 2% of an employee's earnings for hours worked, as outlined in 36.01, to the RRSP or TFSA fund as the employee's contribution.
- 36.03 Those Employees (including part-time employees) required by the Public Sector Pension Plans Act and the Public Service Pension Plan Regulation, to participate in the Public Service Pension Plan ("PSPP") with respect to their employment with the Employer, and on whose behalf the Employer makes contributions to the PSPP, shall not be eligible for participation in the group RRSP or TFSA as provided in this article.
- 36.04 Those employees who are ineligible to participate in the Group RRSP or TFSA by virtue of the Plan text or by virtue of the Income Tax Act of Canada may have payments in the amounts set out in articles 36.01 and 36.02 remitted to an agreed upon RRSP or TFSA carrier in such accounts as agreed to by the Employer. Employees must immediately notify the Employer of such ineligibility for RRSP's or TFSA's and provide the information necessary to ensure monthly payments and deductions.

ARTICLE 37 - EFFECTIVE DATE AND DURATION OF AGREEMENT

- 37.01 This Agreement has effect from 1 July 2020 and lasts until 30 June 2024.
- 37.02 Notwithstanding Article 37.01, the Agreement may be amended by mutual agreement of both parties.
- 37.03 After 30 June 2019 this Agreement remains in effect from year to year unless either party gives to the other a notice in writing under Sub-Article 37.04 that it desires to amend the Agreement.
- 37.04 Notice that amendments are desired may be given at any time between sixty (60) and one hundred twenty (120) days before the expiration date of this Agreement or in the same period prior to an anniversary of the expiration date.
- 37.05 When notice of amendment or termination of this Agreement is given, the Agreement continues in force until a new Agreement, or an amendment to this Agreement is ratified and signed by both parties.

SCHEDULE "B"

HEALTH CARE BENEFITS

Benefit eligibility shall be extended to those employees 80 years of age or more to the extent to which such coverage is currently available through the benefit carrier.

The benefit year for all benefits, except Vision, is January 1 to December 31.

Extended Health Care

The plan includes out-of-province and out-of-country coverage, private hospital room, special treatment, prescription coverage (Direct Pay Plan; Least Cost Alternative policy; \$6 dispensing fee cap).

Extended Health – Paramedical Services

Chiropodist/Podiatrist	Annual Maximum of \$500 per participant each Benefit Year
Chiropractor	Annual Maximum of \$500 per participant each Benefit Year
Massage Therapy	*Annual maximum of \$500 per participant each Benefit Year
Naturopath	Annual maximum of \$500 per participant each Benefit Year
Osteopath	Annual maximum of \$500 per participant each Benefit Year
Acupuncturist	Annual maximum of \$500 per participant each Benefit Year
Physiotherapist	Included
Registered Psychologist/Clinical Psychiatrist/Master of Social Work	Annual combined maximum of \$750 per participant each Benefit Year
Speech Language Pathologist	*Annual maximum of \$500 per participant each Benefit Year

*Note: Benefit must be purchased upon written order of a Health Care Professional

Dental Care

Basic Dental 100% coverage
Major Dental 80% coverage
Orthodontia 50% coverage

Annual Maximum for Basic & Major Dental : \$2,000 per insured individual

Lifetime Orthodontic Maximum: \$3,000 per insured child (ages 6-21 only)

Vision Care

The plan will provide a payment of seven hundred and fifty dollars (\$750.00) every two years toward the cost of lenses and/or frames for all eligible employees, spouses and dependents.

Out-of-Province and Out-of-Country Travel Coverage

Travel coverage is limited to “90 days/trip”

Eligibility

The employer and the union will abide by the agreed to provisions set out by the group benefits provider(s). The Joint Benefits Committee, as outlined in Article 35.01 will maintain the health benefits program.

*NOTE: All changes to the Group Health Benefits would be on a go forward basis with no retro activity.

SCHEDULE “C”

CUPE PROFESSIONAL DEVELOPMENT FUND: APPLICATION GUIDELINES AND CRITERIA

(Revised April 2018) (For Information Only)

What is a CUPE PD Fund?

Under the Collective Agreement between the Board and CUPE Local 3911, there is provision for a professional development fund in Article 27. There is \$ 50,000.00 available annually (the unspent balance at March 31st of each year will be carried forward into the next year). The fund is to be used for “such employee development purposes as are jointly agreed to by the above administrators.”

The four representatives meet no less often than quarterly as the *CUPE Professional Development Committee*.

Who can apply?

You can apply for money from this fund if:

The AU/CUPE Collective Agreement applies to you and you are currently employed, or on the first twelve (12) months of a layoff period. If you are on a twelve (12) month or less temporary Course Coordinator Contract under AUFA your application may be considered by the committee and an exception would be sought from CUPE Executive if funding was approved. The Professional Development fund is for the benefit of CUPE Local 3911 members.

What is the purpose of the fund?

The purpose of this fund is to support individual or group activities of a professional development nature as follows:

Fundable activities should be connected to your CUPE work for Athabasca University and should yield a benefit to your teaching. For example, participation as a learner in a course, workshop, conference or program should be related to your subject area or to the development of skills (including teaching and technological skills) and/or to increase understandings in post-secondary and/or adult and/or distance education. Presentation of papers, participation in poster sessions or panels should be related to your subject area or Athabasca University’s mission. It is important that you complete the application with a view to informing the committee that your proposed use of PD Funds is appropriate given the guidelines.

What amounts and kinds of expenses are fundable?

There is normally a \$1,500.00 – 2,000.00 upper limit per applicant per funding year. The approved funding will be based on the location of a conference/workshop/training

opportunity; international travel will be funded to the \$2,000.00 maximum whereas travel within Canada will be funded to the \$1,500.00 maximum. The fund will only support one international application per member per year. All subsequent applications will be funded only to a maximum of \$1500.00 per application.

The fund has primary purposes of reimbursing registration fees and travel expenses of member's attendance at conferences/training activities/workshops relevant to their subject area and the courses the member teaches at AU and/or to fund research activities directly related to the work of tutors and academic experts at AU.

CUPE Professional Development Fund: Application Guidelines & Criteria

Examples of previously funded activities have included:

participation in a broad variety of credit and non-credit courses, workshops, etc.;

presenter-participation in conferences for papers, panels, poster sessions or other types of presenter-participation;

non-presenter participation at conferences;

expenses associated with research, in some cases.

*As of April 2014, this fund will no longer pay for Undergraduate or Graduate courses. AU courses can be partially funded under the "tuition waiver" (Article 21).

Some examples of activities that have not been funded are:

- personal development courses;
- recreational programs;
- course development or revision;
- activities wholly funded by other employers;
- purchase of equipment, books or software*;
- payment of membership dues*.

*These types of expenses can be partially funded by each member's allowance (Article 27.04)

How and when can I apply?

Applications for funding must be made by completing and submitting a "CUPE Professional Development Fund Application Form." (Available at Forms in the Tutor Services Tab on MyAU)

There is a call for applications (announced on the tutor email alias) *four* times a year – early fall, late fall, winter and spring – schedule as follows (next business day when on a weekend or holiday):

First Quarter – April 01 to June 30

Applications to be received by **March 01**, or next business day.

Second Quarter – July 01 to September 30

Applications to be received by June 01, or next business day.

Third Quarter – October 01 to December 31

Applications to be received by September 01, or next business day.

Fourth Quarter – January 01 to March 31

Applications to be received by December 01, or next business day.

Applicants are encouraged to apply the quarter before the activity although applications for the current quarter or the earlier quarter (i.e., six (6) months before the activity) will be considered. Activities that have happened more than three (3) months previous to the application will not be considered.

Then what happens?

The committee regularly meets four times a year, as soon as possible after each quarterly application deadline, to consider applications, which have been received on or before the deadline.

Applicants are informed as soon as possible of the results of the committee's deliberations.

You may not get all the funding you have requested. Allocations depend on the availability of funds, number of applications, and the application of relevant criteria (see below). As well, as stated previously, there is normally an upper limit of \$1,500.00 - \$2,000.00 per applicant per funding year.

The funds are approved in principle and disbursed upon completion of the activity with the submission of an online expense claim form, and appropriate original receipts. Receipts must be submitted no later than 45 days after the activity. An activity report (200 to 300 words or more) highlights of which may be published in Research News and/or other AU or CUPE publications, will also be considered.*

The Athabasca University Travel and Expense Claim Policy can be reviewed at:
<http://www.athabascau.ca/policy/finance/tutorexpensepolicy.html>

How often can I apply?

You can apply as often as you wish, but the committee will assign a priority to each application by considering factors of funding as many members as possible, likely value of the planned event to other members, past history of funding, whether international travel (limit of \$2000.00 to any one applicant in a single year), etc.

Criteria for Awarding CUPE Professional Development Funds

The committee's responsibility is to allocate available funds as fairly as possible among the applications which have been submitted, while reserving sufficient funds to be fair to the applications which are expected to be submitted in the future. Factors that will be considered as the committee makes decisions about what to fund are:

- how closely the proposed activity is connected to the applicants' subject area and the purpose of the fund;
- the amount of funding the applicant has received or not received from this fund previously during the fiscal year. Priority will be given to applicants who have not previously received PD funding in the fiscal year;
- seniority;
- size of AU/CUPE work assignment;
- Committee work with AU

Additional PD conference or training activities may be funded if there is excess money in the PD fund and first requests for funding have been satisfied but only one international conference per person will be funded per year, so subsequent requests will be funded only up to \$1500.00 even if they are international.

LETTER OF UNDERSTANDING:

PILOT PROJECTS OF NON-STANDARD DELIVERY METHODS

When a pilot project of a significantly new nonstandard delivery method is to be introduced, the parties agree to the following:

The employer will provide the union and any affected employees with an outline for the pilot project (for the purpose of obtaining feedback from the union) at least two (2) months prior to implementation. The outline will include: the nature of the project, training needs, evaluation method, compensation including time tracking procedure, if applicable, and assignment of work or posting procedure, if applicable.

A pilot project will be for a period of not more than two years. If the employer determines that a pilot project should be continued past two years, the length of the extension will be determined in consultation with the union.

Employees engaged in a pilot project will be reimbursed for applicable expenses in accordance with the University Expense Claim Policy adopted by the employer from time to time.

Once the pilot project is over, and assuming that the employer wants to regularize the delivery model, the parties will meet to negotiate rates of compensation and the application of the provisions of the Agreement with respect to employee work assignments.

Notwithstanding any of the above, no employee will be required to participate in a pilot project. Where an employee declines a pilot project work assignment, the employee's eligibility for future work assignments will not be affected.

During the term of this Letter of Understanding, pilot projects shall not be subject to Articles 2.02, 7, and 32.

This Letter of Understanding shall remain in full force and effect until June 30, 2024.

ON BEHALF OF
THE GOVERNORS
OF ATHABASCA UNIVERSITY
LOCAL 3911

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

CLINICAL NURSE INSTRUCTION

The parties acknowledge that the employer is employing Clinical Nurse Instructors who are within the scope of the CUPE Local 3911 bargaining unit; but that the parties have not negotiated the position nor the rates of pay or other working conditions with respect to Clinical Nurse Instructors.

The Pilot Project Letter of Understanding, dated December 19, 2005, will continue to be used to employ Clinical Nurse Instructors until we can establish a joint committee to negotiate appropriate terms and conditions of work with respect to these employees.

The parties agree to establish a joint committee within ninety (90) days of ratification of the agreement.

Upon mutual agreement of the parties, language to the collective agreement may be amended. Alternatively, proposals to amend collective agreement language shall be brought forward at the next round of bargaining.

This Letter of Understanding shall remain in full force and effect until June 30, 2024.

Agreed to this 24th day of February, 2023

ON BEHALF OF
THE GOVERNORS
OF ATHABASCA UNIVERSITY
LOCAL 3911

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

OUT OF PROVINCE EMPLOYEES

The parties recognize that Athabasca University is located in the Province of Alberta and that the direction of the work of the bargaining unit takes place in Alberta, but that employees may be located outside the Province of Alberta.

Accordingly, Athabasca University voluntarily recognizes, subject to proof of support, that the provisions of the collective agreement without modification will apply to out-of-province employees.

Applications for approval to work (whether temporarily or permanently) outside the province of Alberta, shall be submitted in writing in accordance with University procedures and must be approved in writing by the relevant Dean(s), Provost and Vice-President, Academic, and President. Reason(s) will be provided if the application is denied.

Agreed to this 7th of June, 2022

ON BEHALF OF
THE GOVERNORS
OF ATHABASCA UNIVERSITY
LOCAL 3911

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

JOINT LABOUR MANAGEMENT

Recognizing the importance of strengthening the opportunities and mechanisms for ongoing communication between the Employer and the Union, the Employer agrees to the following:

- (1) The CHRO will attend at least one Joint Labour Management (JLM) meeting on an annual basis;
- (2) The Employer will prepare minutes of the JLM meeting, including any agreed action items. The minutes will be approved by the Union Chairperson of the JLM. The draft minutes will be provided to the Union Chairperson of the JLM, within two (2) weeks of the meeting and the Union Chairperson will respond to the Employer within two (2) weeks of receiving the draft.
- (3) For the remainder of the term of the Collective Agreement, we will add the ILE as a standing agenda item.
- (4) JLM meetings will continue during negotiations of the renewal of the collective agreement.

ON BEHALF OF
THE GOVERNORS
OF ATHABASCA UNIVERSITY
LOCAL 3911

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

ROLL OUT OF COMPUTERS

The Employer agrees to engage in discussions with CUPE Representatives regarding the distribution of computers to its members, at least thirty (30) days prior to the distribution of the computers. Such discussions may include but are not limited to Board plans for a roll out strategy and training.

ON BEHALF OF
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LOCAL 3911

ON BEHALF OF THE
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PUBLIC EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

PILOT PROJECT: COURSE QUALIFIED APPLICANT LIST

Whereas the parties agree that it is beneficial to the employer, employees and learners to ensure work assignments can be filled with qualified applicants in a timely manner;

An whereas the parties agree to explore a temporary pilot project for filling some work assignments with the use of a course qualified applicant list consisting of pre-qualified applicants (the "Pilot Project") and therefore an exception to the posting provisions in Article 7;

Now therefore, the parties agree as follows:

Proactive Recruitment

1. In its sole discretion, the employer may choose to proactively hold a recruitment process in advance of an anticipated work assignment ("Proactive Recruitment").
2. In such circumstances, the employer shall post for a Proactive Recruitment for a period of not less than fourteen (14) calendar days.
3. Applicants to a Proactive Recruitment shall be assessed and determined to be either qualified or non-qualified. Qualified applicants may be placed onto a course qualified applicant list from which future work assignments may be filled.

Course Qualified Applicant List

4. In its sole discretion, the employer may choose to maintain a course qualified applicant list consisting of qualified applicants from a Proactive and/or Actual Recruitment. The employer may specify the maximum size of the list in advance.
5. The employer shall indicate in a recruitment posting when the recruitment will be used for the purposes of populating a course qualified applicant list.
6. Qualified applicants will remain on a course qualified applicant list for twenty four (24) months unless they request to be removed from the list sooner.
7. In the event of a work assignment arising in a course for which there is a course qualified applicant list and a posting would otherwise be required, the employer may choose to fill the work assignment with a qualified applicant from the course qualified applicant list and not post the work assignment.
8. Where the employer fills a work assignment from a course qualified applicant list, the employer will do so in accordance with Article 7.04 of the collective agreement.

9. Upon request by the union or by an unsuccessful applicant, the employer shall provide the principal reasons on which the decision to not place the applicant on the course qualified applicant list was based.
10. If during the period of time the qualified applicant is on a course qualified applicant list, their skills, abilities, or qualifications changes, it the qualified applicant's responsibility to inform the employer of said changes.

Joint Labour Management ("JLM")

11. For the duration of the rem of the collective agreement, the Pilot Project will be a standing item at the JLM meetings,
12. The employer will provide the following information at the JLM meetings:
 - (i) The number of course qualified lists that have been created;
 - (ii) The number of positions that were filled using the course qualified lists.;
 - (iii) The number of vacancies filled with either an internal or external course qualified applicant.

Duration of the Pilot Project

13. The pilot Project will be evaluated by the parties during negotiations for a renewal of the collective agreement.
14. This Letter of Understanding will expire on June 30, 2024, unless otherwise agreed to.
15. At the expiry of this Letter of Understanding, any course qualified applicant list will cease to be used, unless otherwise agreed to.

ON BEHALF OF
THE GOVERNORS
OF ATHABASCA UNIVERSITY
LOCAL 3911

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

HARASSMENT, VIOLENCE AND SEXUAL VIOLENCE POLICY

Any amendments to the Athabasca University's Harassment, Violence and Sexual Violence Policy shall be governed in accordance with the University's Policy Framework and Procedure. Where applicable, CUPE will be considered a stakeholder for the purposes of any such amendments.

ON BEHALF OF
THE GOVERNORS
OF ATHABASCA UNIVERSITY
LOCAL 3911

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

CONTINUED IMPLEMENTATION OF ARTICLE 12.14

The parties agree to establish a committee of up to four (4) representatives from CUPE and up to four (4) representatives from the Employer; within 30 days of ratification. The committee will meet at least once prior to the next round of bargaining and no later than sixty (60) days prior to June 30, 2024.

The Committee will meet to discuss concerns or address questions as they relate to the continued implementation of Article 12.14.

Subject to the agreement of the parties to do otherwise, any proposals to change practice or language to the collective agreement shall be brought forward at the next round of bargaining.

This Letter of Understanding will expire on June 30, 2024.

ON BEHALF OF
THE GOVERNORS
OF ATHABASCA UNIVERSITY
LOCAL 3911

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

ORIENTATION AND TRAINING

Recognizing the importance of strengthening the orientation and training experience of the Employees, the Employer agrees to the following:

1. The Employer and the Union will create a committee consisting of up to four (4) representatives from CUPE and up to four (4) representatives from the Employer.
2. CUPE committee representatives will be paid the employee's hourly rate for meeting time.
3. The committee will meet within two (2) months after ratification to discuss and identify issues related to the onboarding experience for CUPE members.
4. The committee will meet quarterly, or as agreed to between the parties.
5. The committee will identify and recommend opportunities for changes to the onboarding process to the Employer.
6. This Letter of Understanding will expire on June 30, 2024.

ON BEHALF OF
THE GOVERNORS
OF ATHABASCA UNIVERSITY
LOCAL 3911

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

Date

Date

In WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized officers in that behalf the day and year first written below.

FOR THE GOVERNORS OF ATHABASCA UNIVERSITY on the

_____ day of _____, 2024.

President, Athabasca University

Witness

Chair, Negotiation Committee
Athabasca University

Witness

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES on the

_____ day of _____, 2024.

Bargaining Chair
CUPE Local 3911

Witness

Bargaining Co-Chair
CUPE Local 3911

Witness