

The Governors of Athabasca University (the Board)

and

Athabasca University Faculty Association (AUFA)

Ingoing Proposal (Non-Monetary)

March 24, 2021

The following proposal is submitted on a without prejudice basis by the Board.

The Board reserves the right to table new proposals, amend, respond to and/or delete proposals, at any time throughout the course of bargaining to address matters not known to them at the time of exchange of proposals and/or in response to AUFA proposals.

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

To facilitate the reading of this document, items and/or wording proposed to be deleted, are indicated by a strikethrough (e.g. ~~strikethrough~~). Proposed new or modified items and/or wording are indicated in red text.

Articles that the University is proposing remain as current (subject to consequential amendments), are not included in this package.

As agreed, we will only be tabling our non-monetary package.

Errors and omissions excepted

Article 1 – Definitions

1.1 A word used in the singular may also apply in the plural;

***The University proposed to amend the Collective Agreement so that it is gender neutral. This can be done once a settlement has been reached and handled as a house keeping item.

1.2 “The Board” shall mean the The Governors of Athabasca University (The Board) or a person or persons authorized or delegated to act in that capacity;

1.3 “Association” shall mean the Athabasca University Faculty Association (AUFA) as defined in the Post Secondary Learning Act;

1.4 “President” shall mean the person so designated by the Board or a person authorized or delegated to act in that capacity;

1.5 “Executive Officer” shall mean ~~a~~ a “President”, “Provost”, “Vice-President”, “Associate Vice-President”, “Deputy”, “Chief Human Resources Officer” or a person authorized or delegated to act in that capacity;

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

~~1.7 “Division” shall mean a combination of organizational units and/or functions as specified by Athabasca University that are administered by a Vice President or Executive Director;~~

1.8 “Agreement” shall mean these articles of agreement respecting terms and conditions of appointment, employment, and termination, including the schedules thereto, entered into between the Board as the employer and the Association on behalf of its members;

~~1.9 “Athabasca Region” shall mean the County of Athabasca, No. 12, the County of Thorhild, No. 7, Westlock County, the southeast portion of the Municipal District of Opportunity, No. 17 and the southwest portion of the County of Lakeland;~~

1.10 “Athabasca University Central Offices” shall mean those offices of Athabasca University situated in or immediately adjacent to the Town of Athabasca;

~~1.11 “Day” shall mean a period of 24 hours;~~

1.12 “Working Day” shall mean any day during which the Central Offices of Athabasca University

- are is open (normally, Monday to Friday);
- 1.13 “Month” shall mean **a calendar month** ~~any period of twenty one (21) successive working days;~~
- 1.14 “Year” shall mean **a calendar year** ~~any period of 365 successive days;~~
- 1.15 “Payroll Year” shall mean a period of time commencing the start of the first biweekly pay period of a year to the end of the last biweekly pay period of the year.
- 1.16 “Continuous Service” shall mean a period of time during which a Staff Member worked as normally scheduled on successive work days, or was on leave as outlined in this Agreement;
- 1.17 “Contract Year” shall mean a year commencing on July 1 and ending on the following 30th of June;
- 1.18 “Annual Salary” shall mean the amount of money paid to a Staff Member for the Staff Member’s stated period of work in any contract year;
- ~~1.19 “Age” shall mean any age of eighteen (18) years or older;~~
- 1.20 “Position” shall mean ~~specific duties~~ **normally outlined in a job description and** ~~normally performed by one person~~ which has been established by the Board, and which is then defined as full-time or part-time **or temporary;**
- 1.21 “Staff Member” shall mean those **employees** ~~persons~~ designated as academic staff by the Board pursuant to the Post-Secondary Learning Act. This applies to all **employees** ~~persons~~ who are subject to this Agreement, of whom there are two sub-groups:
- 1.21.1 “Professional Staff Member” shall mean a Staff Member designated as such by the Board in the terms of the Staff Member’s appointment, and who is therefore subject to those sections of this Agreement that apply only to Professional Staff Members (P);
- 1.21.2 “Academic Staff Member” shall mean a Staff Member designated as such by the Board in the terms of the Staff Member’s appointment, and who is therefore subject to those sections of this Agreement that apply only to Academic Staff Members (A). For Academic Co-ordinators, exceptions are noted in the relevant sections.
- 1.22 “Appointment” shall mean the employment of a person to ~~an established~~ position; appointments can be regular full-time or part-time, term, contingent, or probationary as outlined in the Agreement;

- 1.23 “Human Resources Officer” shall mean a person or persons so designated by Athabasca University or a person authorized or delegated to act in that capacity;
- 1.24 “Principle Residence” shall mean a house or an identifiable unit within a building (apartment, row house, etc.), where a Staff Member, in the settled routine of the Staff Member’s life, regularly, normally, or customarily lives.
- ~~1.25 “Academic Co-ordinator” shall mean an Academic Staff Member appointed to an academic position whose sole criterion for appointment shall be academic and professional effectiveness as described in Article 3.7.3.a.~~

Article 2 – Scope, Duration, Renewal and Amending Procedures

2.1 Scope

2.1.1 The Board recognizes the Association as the sole and exclusive bargaining agent for all Staff Members who occupy positions that have been designated academic as set forth in the Post-Secondary Learning Act.

2.1.2 All Staff Members who are designated as academic staff shall become members of the Association and remain members throughout their employment as academic staff.

2.1.3 All members of the Association shall pay the Association’s membership fee, as determined from time to time by the Association.

2.1.4 Athabasca University shall deduct Association dues from each member’s salary and remit such fees to the Association.

2.1.5 The Board shall give the Professional Officer of the Association electronic access to the following:

a. on a ~~biweekly~~ **quarterly** basis:

- i) a current list of all Staff Members designated academic, including their classification/rank and/or leave status;
- ii) Term appointments under 5.2 (g); ~~as per article 5.8~~
- iii) Union dues report;
- iv) Overload contracts;
- v) ~~Copies of the templates for all AUFA letters of appointment~~
- vi) Employee Id;
- vii) Location of work;
- viii) Department;
- ix) Address;
- x) The Full-time equivalency ~~of every AUFA member~~ (FTE)

b. on a yearly basis:

- ~~(i) Term appointments according to Article 5.11 (o)~~
- ~~(ii) List of contracts according to Letter of Understanding:
— Contracting Out~~
- ~~(iii) Salary report by age, rank and hire date~~
- (iv) Market supplements

- 2.1.6 ~~The Board agrees that as long as standard serviced office space is available at the Athabasca University Central Office, it will provide such space to the Association at no charge to the Association. The Board also recognizes the right of the Association to maintain a bulletin board at Athabasca University Central office outside its office. The Board will provide the Association with access to its internal computing, mail, and meeting room services at no charge to the Association. In addition, the Board shall provide the Association with software updates where licensing arrangements allow for them. However, any incremental costs associated with the activities of the Association must be borne by the Association.~~
- 2.1.7 ~~Staff Members who occupy positions specified in Schedule C shall be subject to certain restrictions on their rights and responsibilities as Association members during their tenure in such a position. Such members shall:~~
- a. ~~not be eligible to serve in Association office, or on Association committees, or as Association representatives;~~
 - b. ~~not have the grievance procedure as outlined in the Agreement available to them;~~
 - c. ~~have an alternate procedure to the grievance procedure available;~~
 - d. ~~be permitted to substitute a personal nominee to a position which would otherwise be filled by an Association representative on an appeal committee;~~
 - e. ~~be eligible for all other rights and benefits available to any Association member.~~
- 2.1.8 Staff members who are elected or appointed to committees must resign from these committees if they **are absent** ~~not in attendance at the University~~ due to research and study leave, ~~or~~ illness or other extended absence. Staff members who do not resign will be removed from the committee.

2.2 Term and Renewal of Agreement

- 2.2.1 This Agreement shall be binding and remain in effect from the date upon which both parties exchange notice of ratification by their principals from July 1, 2020 until June 30, 20XX, and shall continue from year to year thereafter unless either party gives the other notice in writing in accordance with the *Labour Relations Code* in effect at the time.
- 2.2.2 Either party may give to the other not less than sixty (60) nor more than one hundred and twenty (120) calendar days prior to the termination of this agreement notice in writing of its intention to commence collective bargaining. Collective bargaining shall be conducted in accordance with the provisions of the *Labour Relations Code*.
- Where notice is served by either party under the *Labour Relations Code*, provisions of this Collective Agreement shall continue until either:

- (a) a settlement is agreed upon and a new Collective Agreement signed; or
- (b) a settlement is not agreed upon and then this Collective Agreement shall remain in effect until a strike or lockout commences as provided in the *Labour Relations Code*.

Any notices shall be served in accordance with the *Labour Relations Code*.

2.2.3 Notwithstanding anything in this Article, any portion of this Agreement may be opened for negotiations between the Association and the Board at any time provided that both parties agree.

2.2.4 Notwithstanding the foregoing, the parties may mutually agree to amend the terms and/or condition of employment.

In such cases, the agreement must be in writing and executed by authorized representatives of the parties to the Agreement.

~~2.2.1 This Agreement shall be in full force and effect and shall be the only Agreement in effect between the parties from the date signed by both parties and shall continue in force thereafter from year to year unless amended as provided hereunder.~~

~~2.3 Renewal and Amendment~~

~~2.3.1 Nothing in this Agreement shall preclude the parties from agreeing to an extension or change in deadlines or other conditions herein.~~

2.2.5 The board shall make available to the Association and its members an electronic copy of the amended Agreement.

2.43 Security of Employment

2.43.1 The Association recognizes the authority of the Board to restructure the academic programs, activities, centres, and departments of Athabasca University from time to time. This includes the flexibility to create, add to, discontinue, delete from, and change academic programs and their support structures.

2.43.2 The Board recognizes the importance of tenure as a protection of academic freedom, the long-term commitment and value of Academic Staff Members, and their ability to contribute to Athabasca University in many ways.

2.54 Joint Labour Management Process

2.54.1 The Association and the Board recognize that labour management issues will arise from time

to time regarding the terms and conditions of the Agreement as well as Athabasca University policies and procedures.

- 2.54.2 To facilitate the discussion and resolution of labour management issues, a joint Labour Management Committee (LMC) shall be struck.
- 2.54.3 The LMC shall function in an advisory capacity to both parties. The LMC does not have the power to modify the terms and conditions of this Agreement. Discussions held within the LMC shall be without prejudice.
- 2.54.4 The Labour Management Committee shall consist of three (3) and not more than five (5) representatives of each party. Quorum for LMC meetings shall be four (4) representatives, two from each party.
- 2.54.5 Meetings shall normally be held at least once every four months, with dates and locations to be mutually set for subsequent meeting(s) at the conclusion of the prior meeting. LMC meetings shall may also be held upon the request of either party.

Article 3 – Regular Appointment, Probation, Determination and Performance of Duties and Promotion for Academic Staff Members

TBD

**The University would like to engage in interest-based discussions regarding Article 3, including discussions regarding the track to tenure, types of positions, and adequate probationary periods. The University would like to discuss this Article in the context of the University's strategic plan and the position of the University in the future. For example, as part of this discussion, the University would like to discuss the role of Academic Coordinators vs. Assistant Professors. While the University can table specific positions in relation to this Article, we are of the opinion that we would like to first engage in a constructive dialogue with AUFA, with the objective to work collaboratively together on language that addresses both the University's interests and AUFA's interests.

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

4.1 Regular Appointment

4.1.1 Regular Appointments, regardless of position, may be probationary, or continuing for an indefinite term, and shall be either full-time or part-time in nature.

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

~~4.1.3 Normally, a regular part-time appointment shall commence with a probationary period of two (2) years from the date of the appointment unless otherwise determined by the appropriate Executive Officer.~~

4.1.43 Unless directly stated otherwise in the Articles of this Agreement, a Staff Member who holds a regular part-time appointment is eligible for all terms and conditions listed for regular full-time Staff Members on a pro rata basis.

4.1.54 When a regular position becomes vacant or is newly established and a term Staff Member, hired through open competition for the term work, has been satisfactorily performing the same job duties for at least eighteen months, the term Staff Member shall be appointed to the position. Article 4.1.2 shall apply in this case.

4.2 Probation

4.2.1 The purpose of the probationary period is to allow **the Board Athabasca University** to ascertain the suitability of the probationary Staff Member and for the probationary Staff Member to demonstrate the probationary Staff Member's ability to meet the requisite criteria and standards of performance.

4.2.2 **The Board Athabasca University** must make a fair assessment and give the probationary Staff Member a fair opportunity to demonstrate the probationary Staff Member's ability.

4.2.3 The Staff Member must make a reasonable effort to understand and meet the requisite criteria and standards of performance.

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

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

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

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

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

4.2.4 The probationary period may be extended a further one year at the discretion of the Executive Officer.

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

~~a. Regular Full or Part time appointment;~~

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

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

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

4.2.5 At any time during the probationary period, the Employer may terminate the employment of a probationary Employee. A probationary employee may grieve a dismissal, but the answer provided at Step 2 of Article 8 shall be final and binding upon the parties hereto and upon any employee concerned.

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

Officer for approval:

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

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

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

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

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

4.3 Determination and Performance of Duties

4.3.1 An individual becomes a Staff Member on appointment to an established position which has been defined by a set of inter-related duties and responsibilities supporting the objectives and functions of the department or organizational unit in which the position has been established.

4.3.2 The duties and responsibilities associated with a position shall be defined by the supervisor and approved by the appropriate Executive Officer. The resultant job description shall be provided in writing to the incumbent of the position or any appointees thereto. ~~These duties may include the mentoring of colleagues as determined by joint agreement between the Staff Member and the Supervisor.~~

4.3.3 **Subject to operational requirements,** Reasonable time shall be made available for the Staff Member to have the opportunity to participate in relevant Councils and Committees of

~~Athabasca—University including the Athabasca University Faculty Association. In extraordinary circumstances, operational requirements may take priority.~~

- 4.3.3 The annual duties and responsibilities assigned to a Staff Member shall be no greater than it is reasonably possible for the individual to accomplish in a working year (exclusive of leaves, time off and paid holidays to which the Staff Member is entitled under articles 15, 16, 17 and 18). A Staff Member has the right to meet with his or her supervisor to discuss any workload matter at any time. The Staff Member and the supervisor shall jointly resolve any disagreements regarding workload in a timely manner.
- 4.3.4 A Staff Member's performance of the duties and responsibilities of the Staff Member's position shall be subject to ~~periodic~~ ongoing assessment. Such assessment is intended to promote a Staff Member's professional development and help the Staff Member maintain or improve the Staff Member's performance at or above a fully satisfactory standard.
- 4.3.5 In the event of a dispute between a Staff Member and the Staff Member's supervisor with respect to the Staff Member's duties, responsibilities, or the performance thereof, the Staff Member may apply to the appropriate Executive Officer ~~and the President~~, in that order, for a written decision.
- ~~4.3.6 In the event the Staff Member's supervisor is an Executive Officer other than the President, the President shall appoint another Executive Officer to act as the appropriate Executive Officer for the purposes of Article 4.3.5.~~
- ~~4.3.7 In the event the Staff Member's supervisor is the President, the Chair of the Board shall appoint another Executive Officer to act as Executive Officer, and in the event the matter remains unresolved, shall appoint a second Executive Officer to act as the President for the purposes of Article 4.3.5.~~
- 4.3.8 Where the Staff Member is required to take on extra duties and/or responsibilities, and where reclassification is not warranted, the Staff Member's salary may be adjusted in accordance with Section 6.5.1.
- ~~4.3.9 If a Staff Member's duties are changed significantly, the type of the appointment which the Staff Member holds may be changed to Academic, providing that both the Staff Member and the appropriate Executive Officer agree to the change.~~
- 4.3.10 If the Staff Member's supervisor changes during the performance evaluation period, then the Staff Member's performance shall be evaluated by:
- If the supervisory period is eight (8) months or longer, the ~~new~~ current supervisor;

- ~~b. If the new supervisory period is four (4) months or less, the old supervisor;~~
- c. If the ~~new~~ **current** supervisory period is ~~greater than four (4) months and less than eight (8) months, both the old~~ **previous (if currently employed by the Board)** and ~~new current~~ supervisor;
- d. If the new supervisory period is less than eight (8) months and the old supervisor is no longer employed by the Board, **the Executive Officer and the current supervisor.**

4.4 Term Assignment

- 4.4.1 Where a regular Staff Member is appointed for a specified term to a professional position, the Staff Member shall have the right to return to the Staff Member's previous position or to an equivalent position at the salary and rank the Staff Member would have had if the Staff Member had continuously occupied that position. Prior to the commencement of the term assignment the Staff Member, the Staff Member's supervisor, and the appropriate Executive Officer shall reach an understanding regarding the position to which the Staff Member is likely to return.

4.5 Professional Position Evaluation

- ~~4.5.1 A Professional Staff Member, The supervisor, or the appropriate Executive Officer, shall be entitled to ask for a review each time the job description has changed (as indicated by the receipt by a Human Resources Officer of a revised job description signed by the appropriate Executive Officer).~~
- ~~4.5.2. Upon receipt of a written request for a position evaluation review a Human Resources Officer shall review the position call a meeting of the Position Evaluation Committee within 40 working days, and notify the requester and incumbent (if any) the Committee's decision within 10 working days. Results of a position review may be appealed according to the Appeal procedure (Section 9.6).~~
- ~~4.5.3 In the event that the Position Evaluation Committee reviews the evaluation of a position and determines that the position should be revised upwards to a higher salary range, the new evaluation and salary range will take effect at the beginning of the month in which the written request was received in Human Resources (4.5.2) and will apply to the incumbent in the position. In this case, the Staff Member's salary will be automatically increased to the minimum salary of the revised salary range. Where the Staff Member's salary in the lower range exceeds the minimum of the revised range, one additional increment will be applied. Any further increase shall be handled in accordance with the provisions of clause 6.5.1.~~

~~4.5.4 In the event that the Position Evaluation Committee reviews a position and determines that the position should be placed in a lower salary range, the incumbent's salary shall be adjusted in accordance with clauses 6.5.4, and 6.5.5 or 6.5.6.~~

~~4.5.5 Should the present salary of the incumbent who has requested position review be within the salary range for the position, the salary may still be raised in accordance with the provisions of clauses 4.3.8 and 6.5.1.~~

4.6 Appointment Procedure

4.6.1 The Board shall establish each position to which the provisions of this Agreement apply, and shall specify the kind of appointment that may be made and the classification or rank approved for the position.

4.6.2 Availability of professional positions will be publicly advertised both internally and externally.

4.6.3 Applications for appointment to a continuing position shall be considered by a Search Committee.

4.6.4 If the appropriate Executive Officer approves a recommended candidate, the Executive Officer shall **notify a Human Resources Officer** ~~request the President~~ to make an offer of appointment to the recommended candidate specifying the classification/rank, salary and other conditions and the President (or designate) shall make available an electronic copy of the Agreement.

4.6.5 Exemptions from the normal appointment procedure specified in this article may occur only if a position becomes vacant within six months after a new appointment to the position has commenced. In such a case, the Search Committee may choose to recommend another qualified candidate for appointment from the original search file rather than conduct a new search. ~~In such cases the Association shall be consulted in writing prior to the Search Committee recommending such an appointment to the appropriate Executive Officer. The Association shall have 5 (five) working days, or longer at the mutual agreement of the parties, to respond.~~

4.6.6 A letter of **offer** appointment signed by **a Human Resources Officer** ~~the President~~ specifying the **terms of employment** ~~classification or rank, salary, appointment date, and other conditions~~, countersigned by the appointee, and this Agreement together constitute a contract of employment between the appointee and the Board. Thereafter amendments to this Agreement as provided in Article 2 and elsewhere in this Agreement shall become part of such contract of employment.

~~4.7 Promotion Of Staff Members~~

~~4.7.1 a. Professional Staff Members may be promoted in two ways:~~

~~i. as outlined in the Position Evaluation section (Section 4.5)~~

~~ii. as a result of being a successful applicant to a professional position to which a higher salary range is attached.~~

~~b. With reference to 4.7.1 a. ii. above, the following shall apply:~~

~~i. The appointment procedures as outlined in Section 4.6 shall apply.~~

~~ii. Notwithstanding Section 4.6, in the case of applicants with equal qualifications, first consideration shall be given to internal applicants.~~

~~c. In addition to (a) and (b) above, the Search Committee shall consider the applicant's qualifications with reference to Section 4.8.1.~~

~~4.7.2 The President will notify the Association in writing at least one month prior to making changes in current University policy as referenced in Section 4.7; (current University policy in this context shall be limited to the policies entitled; "Procedures for Promotion", "Procedures for Probation", and "Employee Personnel Records").~~

4.8 Criteria for Staff Member Appointment

~~4.8.1 The criteria for appointment for Staff Members appointed to Professional positions shall be based on the job description and the resultant position evaluation as outlined in Schedule E.~~

Article 5 - Term Appointments

5.1 Only the following provisions of this Agreement shall apply to individuals on a term appointment:

Establishment

5.2 A term appointment shall be for a contractually limited period and shall terminate automatically on a specified date. It shall not carry any implication that the term appointee will be considered for a regular appointment, with the exception outlined in Article 5.5d. A term appointment will normally be made where one or more of the following conditions apply:

- a. the appointment is a replacement for a Staff Member on leave or on another assignment of duties;
- b. the appointee is inappropriately qualified for regular appointment and is being appointed because a person with the required qualifications is not available at the time;
- c. the appointee is required to upgrade their educational qualifications in order to meet the requirements of a permanent professional position as a ~~term and~~ condition of employment (as identified in their letter of offer). Once the educational requirements are fulfilled, the probationary review process under Article 4 will commence **twelve** ~~twenty four~~ months into the term. If the staff member does not attain the required educational qualifications in the specified time, the term position will terminate and the staff member will not be considered for regular appointment or, at the discretion of the President, the term position may be extended;
- d. the duties associated with the position are for a limited period and are not expected to be required to be performed after the specified date;
- e. the appointment is necessitated by the sudden unforeseen departure of a Staff Member on regular appointment;
- f. the appointment is contingent upon one or more term-specific collaborative agreements signed between the University and a collaborative partner, including, but not limited to, other post-secondary institutions, Indigenous education centres, and private sector organizations;

- g. the appointment is dependent upon contingent or term specific (i.e., not regular operating) funding from Alberta Government or other funding sources. Tuition revenue is not contingent or term specific funding.
 - h. the appointment is to afford flexibility in program development as determined by the Board upon recommendation of the General Faculties Council in each specific instance;
 - i. for service during the first ~~three~~ **five** years of a new program that is funded solely through tuition revenue. The first year of such a new program begins on the date the first Staff Member is hired for the program. Appointments made under this clause that continue beyond the ~~third~~ **fifth** year shall be converted to regular appointments and the Staff Members occupying the term position shall be offered the regular positions.
- ~~5.3 Prior to the establishment by the Board of a term position under 5.2 b, c, d, f, g, and h, the President shall provide AUFA with five working days advance notice to provide advice thereon.~~
- 5.4 Term Academic appointments shall be made in accordance with the criteria in articles 3.7 and 3.8.

Duration

- 5.5
- a. a term appointment may commence at any date during the year. With the exception of term appointments made under 5.2 c., f., and g., a term appointment will not normally exceed two (2) years;
 - b. a term position for which the need continues beyond the original term of the appointment **shall** normally ~~shall~~ be offered to the incumbent subject to satisfactory performance;
 - c. a term appointment of six (6) months or more duration shall be made in accordance with Sections 3.5 and 4.6 (Procedure);
 - d. When a term appointment exceeds five (5) years, the appointment ~~shall~~ **may** be converted to a regular appointment, with an FTE consistent with the average FTE of the term appointment over the last five (5) years subject to the following conditions:
 - i) for a professional position, no ~~further~~ probationary period will be served;
 - ii) for an academic position, the Tenure Review process as described in 3.XX shall apply.

- 5.6 A term appointee's salary will be in accordance with the salary scales and rates as set forth in Schedule A-1 or Schedule A-2.
- 5.7 a. A term appointee is eligible to receive on a pro rata basis the benefits outlined in Schedule B subject to any restrictions and/or regulations or contract provisions with the plan carrier with the exception of Group Disability Insurance unless the total of the employee's term appointments equals five (5) years or greater, in which case, they are eligible to receive Group Disability Insurance coverage.
- b. ~~The following applies only to new part-time term appointees who commence their initial appointments on or after July 1, 2004: Part-time term appointees who commence their initial appointments on or after July 1, 2004 shall be subject: Part-time term appointees on a contract of less than eight (8) months duration shall not be eligible to receive benefits listed in Schedule B, with the exception of professional development funds and Alberta Health Care. The appointee shall be eligible to receive benefits when they receive a subsequent contract that gives them a total of eight (8) months' service, provided that the eight (8) months of service are within a twenty-four (24) month period, or upon conversion to a full-time term appointment or a full-time or part-time regular appointment. This applies only to new part-time term appointees who commence an appointment on or after July 1, 2004.~~
- 5.8 ~~The biweekly report under Article 2.1.5 shall indicate Staff Members employed on a term appointment basis indicating any term appointment for which a higher than normal salary has been authorized. For appointments under 5.2 g. the nature and source of funds upon which the appointment is based shall be specified.~~

Notice and Termination

- 5.9 A term position may be terminated prior to the term end date ~~when the conditions under which the term position was established fundamentally change. Prior to such termination, the President shall provide the Association with thirty (30) calendar days~~ **working notice or pay equal to the base salary payable over thirty (30) calendar days.** ~~to provide advice thereon.~~
- 5.10 ~~In the event of termination of appointment under section 5.9, the staff member affected shall be entitled to two month's written notice (or pay in lieu thereof) and:~~
- a. ~~one (1) month's salary for each year of service; and~~
- b. ~~one (1) month's salary for each unfulfilled contract year to a maximum of five (5) month's salary.~~

Scope

5.11 The provisions of the following articles shall also apply to all term appointees:

- a. Article 1-Definitions
- b. Article 2-Scope, Duration, Renewal and Amending Procedures
- ~~c. Article 3-Regular Appointments, Probation, Determination~~
- d. Article 6-Salaries and Economic Benefits
- e. Article 8-Grievance Procedure
- f. Article 10-Discrimination
- ~~g. Article 11-Academic and Professional Freedom~~
- h. Article 16-Other Leaves (with the exception of Articles 16.2 and 16.3)
- i. Article 17-Time-Off
- j. Article 18-Paid Holidays
- k. Article 20-External Professional Activities
- l. Article 21-Confidentiality and Access to Personnel Files
- m. Article 23-Death in Service
- n. A Staff Member with an initial term appointment of greater than five (5) years or with appointments totaling more than five (5) years will be added to the University's Group Disability Insurance.
- ~~o. The Association and the Board agree to meet by December 1 of each year to review the appropriateness of all term appointments that have been filled for at least two years.~~

5.12 In addition to the Articles listed under 5.11, the following Articles will apply to Term Academic Staff Members:

- a. ~~Article 3.XX5 – Appointment Procedure, for appointments of six (6) months duration or more)~~
- b. ~~Article 3.6 – Promotion of Staff Members, with exception of Academic Co-ordinators, Article 3.6 will apply in its entirety with the following changes:~~
 - ~~3.6.2 Academic Staff Members holding a regular appointment who have completed two years of a term appointment are eligible for promotion.~~
- c. ~~Article 3.7 – Criteria for Staff Member Appointment and Academic Promotion Term appointments shall be made in accordance with the criteria in this article.~~
- d. ~~Article 3.8 – Guidelines for Application of Criteria, Term appointments shall be made in accordance with the guidelines in this article.~~
- e. ~~references to probation)~~
- f. **Article 11–Academic Freedom**
- g. ~~Article 13–Professional Development–Research (pro-rated for part-time)~~
- h. ~~Article 14–Annual Research Leave, with the exception of Academic Co-ordinators who are not eligible for ARL, this Article applies only to Term Academic Staff Members whose initial or subsequent term of appointment exceeds one year (pro-rated for part-time).~~
- i. ~~Article 15 – Research and Study Leave–~~

****TBD and will form part of the University’s Monetary Proposal**

~~This Article applies in its entirety with the following changes:~~

~~15.1.2 amended to include term Staff Members~~

~~15.3.1 to be amended “after having filled a term position for five consecutive years, a term academic Staff Member shall be eligible for such leave”.~~

~~15.10.4 replace “contained in ‘Schedule B’” with “pertaining to term academic appointments and contained in Schedule B”.~~

- 5.13 In addition to the Articles listed under 5.11 the following Articles will also apply to Term Professional Staff Members:

- a. Article 4.6–Appointment Procedure, (for appointments of six (6) months duration or more)
- ~~b. Article 9–Appeal Procedure, (will only apply for appeals related to merit increments)~~
- ~~c. Article 13–Professional Development–Research, (except for Section 13.3 which applies effective date of appointment only to full time term professional Staff Members whose initial or subsequent term of appointment exceeds two years)~~
- ~~d. Article 15–Research and Study Leave, shall apply except for the following sections:~~

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~~15.7–Approval, (and with the addition of the following clause):~~

~~15.3.2 (a) Leave or release time may be made available to a Term Professional Staff Member to take Research and Study Leave after the Staff Member has filled a term position for five consecutive years. Such leave may be granted if recommended by the supervisor and approved by the appropriate Executive Officer.~~

Article 6 – Salaries and Economic Benefits

****TBD and will form part of the University’s Monetary Proposal**

Article 7 - Discipline

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

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

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

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

~~7.4 Subsequent to the process in Section 7.3 or, if the supervisor has made all reasonable efforts to conduct the process under Section 7.3 but has been unable to do so, the supervisor may recommend to the appropriate Executive Officer that one or more disciplinary action be applied to the Staff Member.~~

7.5. When the ~~appropriate Executive Officer~~ **Board** considers that cause exists to warrant discipline:

~~a. if the discipline may consist of one or more than one of the following:~~

- i) ~~Written warning letter of reprimand~~ **Written warning** or censure to be placed in the personal file of a Staff Member;
- ii) a suspension with pay;
- iii) the denial of certain rights or benefits to be specified in the notification;

~~the Executive Officer shall give written notice that discipline is being applied, [giving particulars thereto, including specific details of the incident(s) leading to this disciplinary action] to the President, to the Association President in confidence, and to the Staff Member.~~

~~b. if the discipline consists of either:~~

- ~~iii) suspension without pay [for a period not greater than two (2) months];~~
- ~~iv) dismissal;~~

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

7.6 All disciplinary measures are subject to grievance in accordance with Article 8.

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

~~7.6.1. Where the President acts on the appropriate Executive Officer's behalf, the President must subsequently provide written reasons for the President's actions, that, in this case, are neither appealable nor grievable. A suspension under Section 7.6 shall terminate with the conclusion of an appeal or at such earlier time as the President deems appropriate.~~

~~7.7. Subsequent to receipt of discipline pursuant to Section 7.56 (a), or to receipt of notice of impending discipline [Section 7.5 (b)], and in cases in which the President (or designate) has not acted under Section 7.3 or Section 7.67 the Staff Member shall have ten (10) working days from date of couriering receipt email or hand deliver of the written notice under 7.56 to request in writing to the President (or designate) that the discipline be withdrawn. Within ten (10) working days of receipt of the written request, the President shall inform the Staff Member of the his or her decision in writing. If the discipline is not withdrawn, the Staff Member shall have five 5 ten (10) working days from receipt of the President's (or designate) written decision to notify the President (or designate) that the Staff Member wishes to have the discipline decision submitted to appeal as provided herein.~~

~~7.7.1. In cases in which the President has acted under Section 7.3 or Section 7.76, subsequent to receipt of discipline pursuant to Section 7.65 (a), or to receipt of notice of impending discipline [Section 7.5(b)], the Staff Member shall have ten (10) working days from date of receipt of the written notice under Section 7.56 to notify the President that the Staff Member wishes to have the discipline decision submitted to appeal as provided herein.~~

~~7.8. In the absence of an appeal by the Staff Member within five (5) ten (10) working days, the discipline stands.~~

~~7.9 Appeal Committee~~

~~7.9.1 The Appeal Committee shall consist of three (3) persons; one to be appointed by the President (or designate); one to be appointed by the Staff Member; and a third to be appointed jointly by the other two members of the Appeal Committee. In the event that agreement cannot be reached upon the third member, the third member shall be appointed by the Board. a Judge of the Court of Queen's Bench of Alberta upon application of either party with notice to the other.~~

~~7.9.2 If the President refuses or neglects to appoint a member to the Appeal Committee within ten (10) working days of the Staff Member having appointed and served written notice upon the President requesting the President to so appoint, then the Staff Member may, with notice to the President, apply to the Director of Mediation Services to appoint a member to the Appeal Committee to act on behalf of the President, and the person so appointed by the Court or a Judge thereof may proceed and act in all respects as if having been appointed by the President. If the Staff Member refuses or neglects does not to appoint a member to the Appeal Committee within ten (10) working days of the date of the Staff Member's notice of appeal, under Section 7.7, the appeal will be considered abandoned.~~

~~7.10 Procedures~~

~~7.10.1 The Appeal Committee shall give not less than five (5) working days' notice in writing of the time and place of the in-camera hearing to the Staff Member and to the President).~~

~~7.10.2 The President shall furnish to the Appeal Committee all relevant records of Athabasca University, and the Committee shall put before the hearing all records and information which have been submitted for its consideration.~~

~~7.10.3 Both the Staff Member and the President may be represented by an agent or by legal~~

~~counsel.~~

~~7.10.4 Each party shall have the right, either personally or by agent or counsel, to adduce evidence, to call and examine witnesses, to cross-examine witnesses, and to address the Committee, and the Committee shall have the right to call and examine witnesses.~~

~~7.10.5 If in any case any witness is not available at the time of the hearing, the Committee may at its discretion accept a Statutory Declaration from the witness in respect to such of the facts of the matters as are within the witness's knowledge.~~

~~7.10.6 The Committee may proceed with the hearing notwithstanding the absence of the Staff Member or the President if both have been given the prescribed notice of the hearing.~~

~~7.10.7. The Committee shall determine the procedures to be followed and shall not be bound by the laws of evidence or the procedures of Court.~~

~~7.11 Decision~~

~~7.11.1 The Committee shall establish to its reasonable satisfaction that the disciplinary action recommended, or some lesser disciplinary action is justified or that there are no grounds for disciplinary action.~~

~~7.11.2 The burden of proof of justification of disciplinary action rests on the President.~~

~~7.11.3 The Committee may also deal with such other matters as the President and the Staff Member may agree to submit.~~

~~7.11.4 The decision of the Committee shall be either that the Staff Member be disciplined for cause or that the action be dismissed. In the event that the Committee recommends that the Staff Member be disciplined, it may recommend a penalty as provided in Section 7.5 (a) or (b) hereof not more severe than that recommended by the President.~~

~~7.11.5 The decisions of the Committee respecting the justness of the charge and the penalty shall be final and binding.~~

~~7.11.6 When the Committee has reached its decision, it shall immediately notify by registered mail both the President and the Staff Member of its decision and its recommendations, if any, and of its reasons for the decision.~~

~~7.11.7 If the decision is that there was not cause for discipline, the President shall inform the Staff~~

~~Member that the disciplinary action or the notice of impending disciplinary action [Section 7.5 (a) or 7.5 (b)] is revoked, and that the records which pertain to the incident shall be removed from the Staff Member's personnel file.~~

~~7.12 Fees~~

~~7.12.1 The reasonable fees and expenses of the Committee shall be borne by the Board.~~

~~7.12.2 Any additional expenses arising out of any hearings of the Committee including expenses connected with the recording and transcription of testimony when directed by the Committee and the fees and expenses of witnesses called at the direction of the Committee, but not otherwise, shall also be borne by the Board.~~

~~7.12.3 Save as aforesaid, the Board and the affected Staff Member shall each bear their own expenses including those connected with the calling by them of any witnesses or the preparation and presentation of documents and the fees and expenses of counsel or advisers as the case may be. Notwithstanding the foregoing, the Committee may direct that the fees and expenses of a counsel, if one is engaged by the affected Staff Member, or some portion thereof, shall be borne by the Board where, in the Committee's view of the circumstances, it considers it just and equitable that the Board should pay them.~~

~~7.13 Timelines~~

~~7.13.1 The timelines under Article 7 may be extended by mutual agreement of the Association and the President.~~

Article 8 - Grievance Procedure

- 8.1 Should any difference arise as to the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration hereunder, the difference shall be settled in accordance with the following grievance procedure.
- 8.2 Notwithstanding 8.1, matters that are subject to review on Appeal in accordance with Article 9, are not subject to grievance hereunder.
- 8.3 A grievance of harassment or dismissal shall be submitted directly to Step II.
- 8.4 The Board shall deal only with the Association with respect to a grievance.
- 8.5 Types of Grievance
- i) An individual grievance is a grievance initiated by the Association on behalf of an individual Staff Member;
 - ii) a group grievance is a grievance initiated by the Association on behalf of a group of Staff Members similarly affected by the Board's action;
 - iii) a policy grievance is a grievance by the Association which may involve a matter of generally policy or of general application of this agreement.
- 8.5.1 In addition, the President may claim a grievance on behalf of the Board. If the President claims a grievance against the Association, the President shall present the grievance in writing to the Association. If the matter is not resolved to the satisfaction of the President within fifteen (15) working days of the Association having received the grievance, the President may refer the matter to arbitration hereunder.

8.6 The Grievance Process

8.6.1 Before a grievance is claimed by either Party to this Agreement, a reasonable attempt will be made to settle the difference by informal discussion. The aggrieved may be assisted by an Association staff member at this stage.

8.6.2 Step I – Director or Dean

The Association may submit a formal grievance in writing to the Employee’s Director or Dean and copied to the Chief Human Resources Officer (CHRO). The written communication shall identify the specific Article(s) of this Agreement alleged to be violated and shall outline damages resulting and the relief requested.

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

The Director or Dean shall investigate the matter in such manner as they deem appropriate.

The Director or Dean shall reply in writing within fifteen (15) workdays of the date of the receipt of the Grievance.

8.6.3 Step II – Executive Officer

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

The Executive Officer shall investigate the matter in such manner as they deem appropriate.

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

8.6.4 Step III - Arbitration

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

working days of receipt of the Executive Officer's response.

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

Time limitations in this Article are mandatory. A grievance not initiated or advanced within the time limits shall be deemed abandoned and all rights or recourse to the grievance and arbitration procedure shall be at an end.

Time limitations in the preceding process may be extended by mutual agreement between the parties, provided that requests for extension are made prior to the expiry of the time limitation.

8.7 Arbitrator

8.7.1 The arbitrator shall not have the authority to add, subtract from, modify, or amend the provisions or terms of this Agreement, or to give any decision contrary to the terms and provisions of this Agreement.

8.7.2 The arbitrator shall confine themselves to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted.

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

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

8.7.5 No costs of any arbitration shall be ordered to or against either party, but each party shall be responsible for one-half of the expenses and/or fees payable to the Arbitrator.

Article 9 – Appeal Procedure for Academic Staff Members

- 9.1. Nothing in this Agreement shall prevent the use of informal means to settle disputes on any matter that may become subject to formal appeal.
- 9.2. The use of informal means to settle disputes shall not affect the right to appeal a decision; and neither party shall by intimidation, threats of termination of employment, or by any other threat seek to cause a Staff Member to abandon an appeal or refrain from exercising this right.
- 9.3. A Staff Member shall not have the right to appeal a recommendation by the Search Committee respecting the Staff Member's appointment to a position to which the provisions of this Agreement apply.
- 9.4. Nothing in this Agreement shall prevent a Staff Member from receiving the assistance of an outside party in pursuing an appeal.
- 9.5. **Appeals with Respect to Probation, Salaries, and Academic Promotion**
- 9.5.1. A Staff Member shall have the right to appeal any recommendation for a salary increment of less than one (1) merit per year, any recommendation regarding termination of the Staff Member's probation period, or any recommendation regarding the Staff Member's promotion as an Academic.
- 9.5.2. If the Staff Member intends to exercise the Staff Member's right to appeal the Executive Officer's recommendation, the Staff Member shall provide the President with written notification within ten (10) working days of its receipt. The onus of proof shall be on the appellant and based on the balance of probability.
- 9.5.3. The President shall advise the Staff Member in writing of the names of the Appeal Committee members established in 9.6.10 (a) within ten (10) working days of receiving notification of the intent to appeal.
- 9.5.4. Within twenty-five (25) working days of receiving the Executive Officer's written recommendation, the Staff Member shall submit to the chair of the Appeal Committee an appeal document specifying the grounds and argument of the appeal.
- 9.5.5. In arriving at its final recommendation, the Appeal Committee may make such enquiries as it considers advisable in the circumstances.

- 9.5.6. Any and all information considered by the Appeal Committee must be seen and heard by the appellant and the Executive Officer whose recommendation is being appealed. Written information must be received by the appellant and the Executive Officer no later than ten (10) working days prior to the Appeal Hearing.
- 9.5.7. The Appeal Committee shall provide all parties to the appeal with not less than 20 (twenty) working days written notice of the time and place of the Appeal Hearing.
- 9.5.8. A Staff Member may receive assistance from another in preparing and presenting the Staff Member's appeal.
- 9.5.9. For the purpose of hearing appeals under Section 9.5.1 there shall be established an Appeal Committee consisting of the following tenured full-time Staff Members:
- (a) The Provost, or designate as Chair;
 - (b) Three (3) tenured Staff Members selected by the Provost from the Appeal Committee Pool established in 9.5.10, none of whom shall be from the same faculty as the appellant;
 - (c) Two (2) tenured Staff Members selected by the President and the President of the Faculty Association from the Appeal Committee Pool established in 9.5.10, none of whom shall be from the same faculty as the appellant;
 - (d) One (1) tenured Staff Member selected by the President and President of the Faculty Association;-whom shall be from the same faculty as the appellant.
- 9.5.10. The Appeal Committee Pool will consist of twelve (12) tenured staff members comprised of three (3) tenured Staff Members for each Faculty (excluding Faculty of Graduate Studies) selected by the Academics within the Faculty. Members shall be appointed for a two (2) year term.
- 9.5.11. When an appointed Appeal Committee Pool Member is unable to complete the two (2) year term the Member's Faculty will commence appointment of a replacement member, whom shall serve the remainder of the term.
- 9.5.12. No members of the Appeal Committee whose decision is being appealed may serve on that Appeal Committee.
- 9.5.13. If the Chair is of the opinion that an Appeal Committee Member is subject to bias against or

for the appellant the Chair shall engage a replacement in accordance with 9.5.9 (b). The decision by the Chair shall be final and binding.

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

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

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

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

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

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

Article 10 - Discrimination and Harassment

- 10.1 Notwithstanding any other provision of this Agreement the parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Staff Member in regard to any matter including salaries, classification, rank, appointment, promotion, tenure, permanency, reappointment, dismissal, research and study leave, fringe benefits, or any other terms and conditions of employment by reason of ~~the age, race, language, creed, colour, ancestry, national origin, political or religious affiliation or belief, gender, sexual orientation, marital status, family relationship, disability, personal or social life style, clerical or lay status, physical characteristics, place of residence,~~ **race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation** membership or activity in the Association, or activity in any legally constituted association.
- ~~10.2 The parties recognize that Staff Members who move to and reside in the Athabasca area may face financial challenges that are not shared by their colleagues who remain in or return to urban centres. Policies developed to meet these challenges that have been approved by the Board in consultation with the Association shall not be considered discrimination under the terms of this collective agreement.~~
- ~~10.3 The parties agree, however, that no member of the Association or person acting as an officer of Athabasca University shall take part in formal discussions or vote with regard to the determination of any specific term or condition of employment of a member of that person's immediate family.~~
- 10.2** The parties agree that Staff Members shall be able to work in an environment free from harassment. Instances of harassment shall be eligible to be processed as grievances. The parties acknowledge and endorse the fundamental principles of the *Alberta Human Rights Act* (as amended) and the Athabasca University **Harassment, Violence and Sexual Violence Policy (as amended)** ~~Anti-Harassment Policy (as amended with the consent of both parties to this agreement)~~. The Parties agree that this agreement shall be applied in accordance with the terms of that Act and the Policy.

Article 11 - Academic and Professional Freedom

11.1 General

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

~~11.2 Academic Freedom~~

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

11.2 Academic Freedom for Academic Staff Members

Academic freedom is the freedom to teach and conduct research in an academic environment. Academic freedom is fundamental to the mandate of universities to pursue truth, educate students and disseminate knowledge and understanding.

In teaching, academic freedom is fundamental to the protection of the rights of the teacher to teach and of the student to learn. In research and scholarship, it is critical to advancing knowledge. Academic freedom includes the right to freely communicate knowledge and the results of research and scholarship.

Academic freedom must be based on institutional integrity, rigorous standards for enquiry and institutional autonomy, which allows universities to set their research and educational priorities.

Evidence and truth are the guiding principles for universities and the community of scholars that make up their faculty and students. Thus, academic freedom must be based on reasoned discourse, rigorous extensive research and scholarship, and peer review.

Universities must also ensure that the rights and freedoms of others are respected, and that academic freedom is exercised in a reasonable and responsible manner.

~~11.3 Professional Freedom~~

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

Article 12 - Position Reduction for Academic Staff Members**12.1 Financial Stringency**

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

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

- a. A period of notice of not less than ~~twelve~~ ~~six~~ (12/6) months. The Board may elect to pay out the period of notice ~~at the Staff Members' base salary (the "Notice Period")~~; and
- b. one (1) months' ~~base~~ salary for each year of service to a maximum of six (6) months' ~~base~~ salary (the "Severance Period").

****The University's position is that the existing language with respect to payment of the period of notice provides for the payment of base salary only. The foregoing proposal is being made to avoid further dispute between the parties, and is without prejudice to that position.**

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

12.1.4 Each Staff Member made an offer under Section 12.1.3 shall be given fourteen (14) days from the date of receipt of notice of a vacancy to decide whether the Staff Member will accept the offer and shall be entitled to a further reasonable period of time to fulfill other employment commitments prior to returning to Athabasca University.

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

Staff Member shall have enjoyed at the time of the discontinuation.

12.1.6 Employee who receives Notice Pay and (where eligible) Severance Pay, and is subsequently rehired shall not be paid twice for the same period.

12.2 Redundancy

12.2.1 ~~The Board shall not declare an appointment redundant, without the President first having given the Association sixty (60) days to provide advice thereon.~~ Where the Board considers it necessary to make a position redundant, the Board shall advise the Association and the Staff Member in writing, providing sixty (60) days' notice indicating the reasons for the redundancy.

12.2.2 The reason(s) provided for a redundancy must be ~~positions be declared redundant when~~ one or more all of the following conditions exist:

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

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

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

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

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

12.2.6 Where redeployment is offered by the Board as an alternative to discontinuance of appointments the revised set of duties may involve adding new duties to the Staff Member's existing position, sufficiently changing the work associated with the position to justify changing the title of the position of the Staff Member, transferring the Staff Member to a different position within the University, or creating a new position by combining work previously associated with several positions.

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

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

12.2.7 In the event that discontinuation of a staff appointment(s) becomes necessary:

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

****The University's position is that the existing language with respect to payment of the period of notice provides for the payment of base salary only. The foregoing proposal is being made**

to avoid further dispute between the parties, and is without prejudice to that position.

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

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

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

12.2.10 Employee who receives Notice Pay and (where eligible) Severance Pay, and is subsequently rehired shall not be paid twice for the same period.

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

12.2.12 Each Staff Member made an offer under 12.2.11 shall be given fourteen (14) days from the date of receipt of notice of a vacancy to decide whether the Staff Member will accept the offer and shall be entitled to a further reasonable period of time to fulfill other employment commitments prior to returning to Athabasca University.

Article X - Reductions in Professional Staff Members

- X.1 It is the Board's goal to manage changes in its operations in a manner which recognizes the need to assist Professional Staff Members holding Regular Appointments when such changes affect their employment or security. The following staff reduction process applies only to Professional Staff Members holding Regular Appointments, whether probationary or continuing for indefinite term ("Regular Professional Staff Members").
- X.2 When there is a need to reduce the number of Professional Staff Members the Board shall consider the qualifications, experience, and abilities as related to Athabasca University's needs in determining the Regular Professional Staff Members who shall be terminated.
- X.3 The Board shall give a Regular Professional Staff Member at least ninety (90) calendar days prior written notice or pay of base salary in lieu of notice of staff reduction resulting from the elimination of the Regular Professional Staff Member's position. A copy of the written notice will be provided to the Association.
- X.4 A Regular Professional Staff Member may volunteer for staff reduction and, with the concurrence of the appropriate Executive Officer, may enter into an agreement with the Board in accordance with the terms of this Article. A Regular Professional Staff Member who voluntarily enters a staff reduction agreement with the Board will be deemed to have resigned their position effective the date the Regular Professional Staff Member's services are no longer required.
- X.5 The Regular Professional Staff Member may resign in writing and, with the agreement of the Board, receive pay at their regular base salary in lieu of the notice specified in Article X.3 in which event the Regular Professional Staff Member will not be eligible for the Separation Allowance provided for in Article X.8.
- X.6 When a staff reduction results in the elimination of a Regular Professional Staff Member's position, they shall endeavour to obtain an alternate position through consultation with the appropriate Executive Officer and by applying for available vacancies.
- X.7 During the period of notice of staff reduction, the Board will allow the Regular Professional Staff Member a reasonable amount of time off with pay to attend interviews with external employers.
- X.8 Separation Allowance
- X.8.1 Regular Professional Staff Members with more than three (3) years of continuous service with the Board may be eligible for a Separation Allowance, in addition to the notice or pay in lieu of notice provided pursuant to Article X.3. The Separation Allowance will apply only to Regular Professional Staff Members who have not secured ongoing employment with the Board, and will not be payable to a Regular Professional Staff Member who was dismissed, resigned,

retired, received notice of termination of their probationary appointment in accordance with Article 4.2.5 (c), or who refused an alternate position at no loss in salary or benefits.

X.8.2 Eligible Regular Professional Staff Members with between three (3) and four (4) completed years of continuous service will receive Separation Allowance of two (2) weeks salary.

X.8.3 Eligible Regular Professional Staff Members with four (4) or more complete years of continuous service shall receive a Separation Allowance such that the amount of Separation Allowance, combined with the salary received for the 90 calendar days of notice or the salary received in lieu of notice under Article X.3 shall amount to one (1) month's salary for each completed year of continuous service to a maximum of twelve (12) month's salary. See below chart outlining entitlements.

| <u>Years of Continuous Service</u> | <u>Notice Pay</u> | <u>Separation Pay</u> |
|------------------------------------|-------------------|-----------------------|
| 1 Year | 90 Days | N/A |
| 2 Years | 90 Days | N/A |
| 3 Years | 90 Days | 2 Weeks |
| 4 Years | 90 Days | 1 Month |
| 5 Years | 90 Days | 2 Months |
| 6 Years | 90 Days | 3 Months |
| 7 Years | 90 Days | 4 Months |
| 8 Years | 90 Days | 5 Months |
| 9 Years | 90 Days | 6 Months |
| 10 Years | 90 Days | 7 Months |
| 11 Years | 90 Days | 8 Months |
| 12 Years or more | 90 Days | 9 Months |

X.8.4 Upon payment of the Separation Allowance, the Regular Professional Staff Member's employment shall be terminated, and the Regular Professional Staff Member shall have no further rights under this Collective Agreement.

Article Y – Temporary Layoff of Professional Staff Members

- Y.1 For the purposes of this Article, the following definitions shall apply:
- a. Layoff: A temporary separation of employment resulting from a lack of work with the intention that the Professional Staff Member will be recalled at a future date.
 - b. Recall: The return to work of Professional Staff Member on layoff as work becomes available.
- Y.2 In the event the Board determines that Layoffs are necessary, the Board shall retain the Professional Staff Members, who based on their role, ability, qualifications and merit, as determined by the appropriate Executive Officer, are best suited to continue in active employment, and recall from layoff will be done on the same basis.
- Y.3 Except in circumstances beyond the reasonable control of the Board, the notice for the layoff of Professional Staff Members shall normally be fourteen (14) calendar days.
- Y.4 The time spent by probationary Professional Staff Members on layoff will be added to the probationary period at the time of recall.
- Y.5 An affected Professional Staff Member shall be responsible for providing the Board with their current address for recall purposes.
- Y.6 A Professional Staff Member on layoff shall receive one week's written notice of recall which shall indicate the reporting time and date.
- Y.7 The Board shall not be obliged to recall a Professional Staff Member on layoff:
- a. when the Professional Staff Member resigns; or
 - b. when the Professional Staff Member does not return to work on recall within three (3) work days of the stated reporting date, or the Professional Staff Member cannot be located after reasonable effort on the part of the Board to recall the Professional Staff Member; or
 - c. Upon the expiry of ninety (90) calendar days, during which time the Professional Staff Member has not been recalled to work.
- Y.8 If a Professional Staff Member has not been recalled within ninety (90) calendar days from the date of layoff, a Regular Professional Staff Member as defined in Article X.1 and would otherwise be eligible for Separation Allowance in accordance with Article X.8, the Professional Staff Member shall be entitled to Separation Allowance amounting to amount to one (1) month's salary for each completed year of continuous service to a maximum of twelve (12) month's salary.

Article 13 - Professional Development

****TBD and will form part of the University's Monetary Proposal**

Article 14 - Annual Research Leave

****TBD and will form part of the University's Monetary Proposal**

Article 15 - Research and Study Leave

****TBD and will form part of the University's Monetary Proposal**

Article 16 - Other Leaves

****TBD and will form part of the University's Monetary Proposal**

Article 17 - Time-Off

17.1 Association Business

17.1.1 The Board recognizes the value of a representative and effective staff association. Periods of time-off shall be granted for all staff to attend scheduled monthly meetings of the Association, provided that such time-off does not exceed two (2) hours in any month or for any monthly meeting.

17.1.2 Representatives of the Association will be allowed reasonable time-off from work without loss of pay in order to meet with a representative of Athabasca University's administration in connection with matters of mutual interest.

17.1.3 The Association President shall be released from up to 20 per cent of the Staff Member's assigned duties and responsibilities in order to take care of Association business. In addition, Association bargaining team members and Association Executive Members other than the Association President may be released from up to 20 per cent of the Staff Member's regular duties and responsibilities in order to take care of Association business. Time taken for such business should be planned in such a way as to minimize the effect on the Staff Member's work unit, and ~~should~~ **must** be approved in advance by the Staff Member's **Executive Officer** ~~organizational unit head~~.

17.1.4 Time-off for other Association business or activities will require approval of the appropriate Executive Officer.

17.2 Voting

17.2.1 A Staff Member shall be allowed reasonable time-off from work without loss of pay on any day on which a national, provincial, or municipal statutory election, plebiscite, or referendum is held, providing the Staff Member is entitled to vote in such election.

17.3 Court Proceedings

17.3.1 A full-time Staff Member served with a document requiring the Staff Member to appear as a witness during court proceedings or to serve jury duty shall be paid the difference between what the Staff Member would have earned for the Staff Member's scheduled hours and the fee received. The appropriate Executive Officer may require the Staff Member to furnish the document which requires the Staff Member to appear for jury duty before approving any payment. The Staff Member is required to work during those scheduled hours that the Staff Member is not required to attend the court proceedings.

Article 20 - External Professional Activities

20.1.1 The nature of the professional competence of many Staff Members affords opportunities for the exercise of that competence outside the Staff Member's duties, on both remunerative and non-remunerative bases. Recognizing that such external professional activities can bring benefits to and enhance the reputation of the University and the capacity of Staff Members, Athabasca University agrees that Staff Members are encouraged to engage in part-time external professional activities, paid or unpaid, including participation in their professional associations, faculty associations, C.A.U.T., and/or learned societies, provided that such activities do not interfere with their obligations, duties, and responsibilities to Athabasca University as defined in this Agreement and subject to the conditions outlined in Section 20.2.

20.1.2 External full-time employment for full-time employees of the University is not considered as external professional activity and is prohibited.

20.1.3 External part-time employment or contract work for full time ~~Staff~~ ~~Members~~ of the University may qualify as external professional activity. If such employment or contract work is to take place during the normal working hours of the University **or if it may interfere with the Staff Members obligations to Athabasca University**, the activity must have the prior written approval of the appropriate Executive Officer. This process is required to ensure that the Staff Member's duties and responsibilities are maintained during the period of external activity. Such approval shall not be unreasonably denied.

20.1.4 The external employment or contract work for part-time ~~Staff~~ ~~Members~~, that takes place during the employee's normal working hours at the University, ~~may qualify as external professional activity but~~ must have the prior written approval from the ~~appropriate~~ **an** Executive Officer. This process is required to ensure that the Staff Member's duties and responsibilities are maintained during the period of external activity. Such approval shall not be unreasonably denied.

20.2 Conditions

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

20.2.2 Depending upon the extent of an external professional activity and the degree to

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

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

20.2.4 A Staff Member may only accept remuneration from a research grant, or contract, administered by Athabasca University if:

- a. The regulation of the supporting agency permits any use of funds for the payment of supplementary remuneration;
- b. The ~~appropriate~~ Executive Officer concurs with the arrangements in writing; **and**
- c. **The remuneration does not conflict with the Code of Conduct for members of the University community.**

20.2.5 The name of Athabasca University shall not be used in any external professional activity unless agreed in writing by the ~~appropriate~~ Executive Officer, although nothing shall prevent the Staff Member from stating the nature and place of the Staff Member's employment, rank, and title, provided that the Staff Member shall not purport to represent Athabasca University or speak for it, or to have its approval unless that approval has been given in writing.

~~20.2.6 Article 16.2 (Exchange Leave) and Article 15 (Research and Study Leave) are not considered External Professional Activities for the purposes of this Article. In addition, section 20.1.1 does not apply to Staff Members who are on an approved leave without pay.~~

Article 22 - Resignation22.1 Notice Period

22.1.1 Regular full-time and part-time **Academic** Staff Members ~~shall~~ ~~are requested to provide~~ at least ~~twenty one (21) working days~~ **three (3) months written** notice ~~prior~~ ~~of intention~~ to resignation, exclusive of accrued vacation.

22.1.2 ~~Other~~ **Professional** Staff Members ~~should~~ **shall** provide reasonable notice.

Article 23 - Death in Service

- 23.1 In the event of the death of a regular full-time or part-time Staff Member, the Board shall pay to the Staff Member's designated beneficiary ~~two~~ **four (24)** times the average ~~bi-weekly~~ **monthly** pay received by the Staff Member over the Staff Member's last ~~six~~ **three (36)** bi-weekly pay periods ~~calendar months~~ of employment. Such payment shall include any ~~earned~~ **partial month** of salary due and shall be in addition to any earned vacation leave entitlement. Where a beneficiary has not been designated, payments under the provision will be made to the Staff Member's estate.

Article 25 - Occupational Health and Safety

- 25.1 The Board acknowledges its responsibility to comply with the Alberta Occupational Health and Safety Act, as amended, to provide a safe and healthy working environment, and to provide any facilities, supplies, procedures, and services required by the Act to protect the health, safety, and security of employees as they carry out their responsibilities of employment on The Board's premises.
- ~~25.2 The Board shall provide protective equipment whenever such equipment is required by the Act or regulations pertaining to the Act for the safe performance of a Staff Member's responsibilities of employment.~~

Article 26 – Equity

TBD – Open Article to discuss with AUFA

Article 27 – Casual Appointments

~~27.1 – The parties agree that the following provisions of this article are the only condition under which the Board may make casual appointments.~~

~~27.2 – Casual appointments shall mean appointments to hourly paid positions recruited to for irregular employment for a period not to exceed ten weeks or for a maximum of 80 hours, whichever is less. A casual appointment may be extended for one time only for an additional period not to exceed three weeks or a maximum of 21 hours, whichever is less. Irregular employment shall mean hours of work or days of work that are not and cannot be fixed, and does not include graduate or undergraduate instruction.~~

~~27.3 – If work continues or is available for more than ten weeks or 80 hours in accordance with 27.2, the casual position shall be converted to a continuing or term appointment in accordance with Article 3, Article 4 or Article 5. No individual shall have more than one casual appointment in any given ten week period except with the express written consent of the President of the Association or designate.~~

~~27.4 – A casual appointee’s salary shall be pro-rated hourly in accordance with the salary scales and rates as set forth in Schedule A 1 or Schedule A 2.~~

~~27.5 – In addition to this article, the following articles of the Terms and Conditions of Agreement Between AUFA and the Board shall apply:~~

~~Article 1 (Definitions)~~

~~Article 2 (Scope, Duration, Renewal and Amending Procedures)~~

~~Article 6 (Salaries and Economic Benefits), not including 6.2~~

~~Article 7 (Discipline)~~

~~Article 8 (Grievance Procedure)~~

~~Article 10 (Discrimination)~~

~~Article 11 (Academic and Professional Freedom)~~

~~Article 17 (Time Off)~~

~~Article 18 (Paid Holidays), except for 18.2~~

~~Article 21 (Confidentiality and Access to Personnel Files)~~

~~In lieu of receiving annual Vacation in accordance with Article 16.4, casual appointees shall receive eight percent (8%) vacation pay.~~

Schedules A & B****TBD and will form part of the University's Monetary Proposal****Schedule C:**

Positions of a Managerial or Confidential Nature

~~The following table lists the positions that at the time this Agreement was prepared were considered to be either "management" positions or positions that had responsibilities of a "confidential" nature. While the lists are not necessarily all inclusive, they are intended to be substantially complete, save organizational changes. It is recognized that the Staff Members who occupy the positions listed are subject to Section 2.1.7, and Section 8.~~

| <u>Position #</u> | <u>Position Title</u> |
|-------------------|--|
| 10097 | Dean, Faculty of Humanities and Social Sciences |
| 10095 | Dean, Faculty of Science and Technology |
| 10096 | Dean, Faculty of Business |
| 10094 | Dean, Faculty of Health Disciplines |
| A00329 | Dean, Graduate Studies |

Schedule E:**Delete****Schedule F:******TBD and will form part of the University's Monetary Proposal**

Letters of Agreement/Understanding

- Letter of Agreement – Letter of Agreement- Regarding the Annual Settlement of Benefit Premium Surpluses/Deficits, Revised, November 2012 – **RENEW and change notice period to 30 days.**
- Letter of Understanding – Contracting Out, September 29, 1997 - **DELETE**
- Letter of Agreement – Market Supplements, Amended July 1, 2006 – **MONETARY**
- Letter of Agreement – Professional and Academic Overload, April 22, 2004 – **MONETARY**
- Letter of Agreement – Productivity Awards, September 3, 2003 - **DELETE**
- Letter of Understanding – Joint Benefits Committee and Benefits Plan Reporting, September 28, 2015 - **RENEW**
- Letter of Agreement – Accommodation of Staff Members with Disabilities, October 9, 2007 - **DELETE**
- Letter of Agreement – Heritage Resources Management Undergraduate Interns, October 9, 2007 - **RENEW**
- Letter of Understanding – Discretionary Benefit Funds, March 14, 2009 – **MONETARY**
- Letter of Agreement – Deans, Feb 18, 2011 – **DELETE**
- Letter of Agreement – IP – June 18, 2019 – **DELETE**
- Letter of Agreement – Spousal Hiring – June 18, 2019 - **DELETE**