

The Board's Ingoing – Non-monetary proposal

The Governors of Athabasca University (the Board)

and

Alberta Union of Provincial Employees (AUPE) – Local 69

September 22, 2021

Without Prejudice

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

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

To facilitate reading of this document.

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

Article 2 - Scope of Agreement

2.06 Notwithstanding Clause 2.05 and Clause 2.03(c), an Employee hired as a Casual Employee or Temporary Employee hired to a Temporary Position of 12 months or less shall, in lieu of receiving annual vacation leave pursuant to Article 22, be ~~allowed~~ **provided** in addition to the Employee's regular earnings, pay at six (6%) percent of the Employee's regular earnings.

Article 4 - Union Membership and Dues

4.01 All Employees have the right to:

- (a) ~~to~~ be members of the Union and to participate in its activities;
- (b) ~~to~~ bargain collectively with the Employer through the Union;
- (c) ~~to~~ voluntary membership in the Union.

4.03 The University shall remit Union Dues deducted from the pay of all Employees to the Union bi-weekly. The remittance of Union dues shall be by Direct Deposit to the Union's bank account. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding ~~month~~ **bi-weekly pay period**. The deduction remitted shall be accompanied by particulars identifying each Employee in electronic form showing Employee Name, Employee number, commencement date, classification, gross earnings, amount of union dues deducted, last known phone number and address. The University shall include in the bi-weekly report the names and last known address of Employees on Long Term Disability (LTD), until their change of definition date.

Article 9 - Probationary and Trial Period

- 9.01
- (a) A Permanent Employee will be considered on probation until the Employee has completed six (60) months of service with the University while in the permanent position.
 - (b) Upon initial appointment to a temporary position, an Employee will serve a three (3) month trial period.
 - (c) An Employee who has previously been employed by the University may, at the discretion of the University, have all or part of such previous employment considered as part of the probationary period.
 - (d) A Temporary Employee whose position is made permanent with no change in job duties shall be credited with all continuous service in that position, for purposes of completing the required probationary period.
 - (e) On conversion from casual to permanent salaried status with no change in duties, an Employee's unbroken casual service shall be credited towards completion of the probationary period.
 - (f) An Employee on probation or trial who is absent from work for any reason for a consecutive continuous period of five (5) working days or longer will have their probationary or trial period extended by the same amount of time as the consecutive continuous period of absence.

- (g) If found unsuitable during such period, the Employee will not be retained in the service. In determining suitability, the Employer will not treat the Employee in an arbitrary manner, discriminatory manner, or in bad faith.

9.02 An Employee is eligible to apply on a job posting while on a probationary or trial period. If the Employee is successful in the new position, the Employee restarts the probation or trial period for the new position.

9.03 The University may, subject to Union agreement, extend the probationary period or trial period of an Employee by a further period not to exceed six (6) or three (3) months respectively.

~~9.04 A Permanent Employee who has served at least three (3) months of the probationary period as of July 01 may be eligible for a salary increment upon the successful completion of the probationary period.~~

9.05 ~~Notwithstanding Clause 9.04, a Temporary Employee who becomes~~ A **probationary** permanent Employee **who and** has 6 months continuous service at July 01, may be eligible for a salary increment upon successful completion of the probationary period. Such increment shall be retroactive to July 01.

Article 10 - Layoff and Recall

10.7 An Employee shall be responsible for providing the University with the Employee's current address, **personal email and phone number** for recall purposes.

Article 12 – Acting Incumbency & Responsibility Pay

12.01 Acting Incumbency

An Employee will receive acting pay for the entire acting period, when the Employee is designated temporarily to perform on an acting basis the principal duties of a higher level classification for more than five (5) consecutive workdays.

12.02 Where an Employee qualifies for acting pay, the Employee shall receive acting pay as follows:

- (a) One increment in the regular salary range or the minimum of the salary range of the higher classification, whichever is greater.
- (b) Notwithstanding (a) above, where an Employee is at the top of the regular salary range, the salary will be adjusted upward by **one increment** ~~five (5%) percent~~.

12.03 Responsibility Pay

An Employee may be designated temporarily to perform on an acting basis the principal duties of a position outside the scope of the bargaining unit. Where an appointment exceeds five (5) **consecutive** workdays, the Employee's salary will be adjusted by **one increment** ~~three (3%) percent~~. When the acting appointment exceeds ~~one (281)~~ **eight** ~~one (281)~~ **consecutive** workdays the Employee's salary will be temporarily adjusted to an amount equal to the minimum of the range of the acting position but in any event no less than five (5%) percent. An Employee so assigned shall continue to be covered by the Terms and Conditions of This Collective Agreement.

Article 15 - Discipline

15.04 No disciplinary documents shall be introduced from the ~~personal~~ **personnel** file as evidence in any grievance proceeding unless the Employee has received a copy in accordance with Clause 15.036 of this Agreement.

Article 16 - Hours of Work

16.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per day or per week, or of days of work per week.

16.02 The normal hours of work for full-time Employees under the Collective Agreement shall be, seven (7) hours per day, thirty-five (35) hours per week.

16.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite and shall not normally be granted within one (1) hour of commencement or termination of the work period.

16.04 A meal period of not less than one half (1/2) hour and not more than ~~one (1) and one half (1½)~~ hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay.

16.05 An Employee who is directed by the Employee's Supervisor to remain on duty during the meal period shall be paid for such meal period at time and one-half times (1½X) the Employee's regular rate of pay.

16.06 (a) Where hours of work are scheduled for Employees on a rotating or irregular basis, an Employee who is required by the University to change shifts without receiving fifteen and one-half (15½) hours notice, shall be entitled to pay at the overtime rate for the first shift.

(b) If, in the course of a posted schedule, the Employer changes the Employee's regular scheduled shift (i.e. days to evenings, days to nights or evenings to nights) with less than forty-eight (48) hours notice, the Employee shall be paid at the rate of one and one half times (1.5X) their basic rate of pay for all hours worked on the first (1st) shift of the changed schedule.

(c) If, in the course of a posted schedule, the Employer changes an Employee's regular scheduled start time and / or end time with less than twenty-four (24) hours notice, the Employee shall be paid at a rate of one and one half times (1.5X) their basis rate of pay for all hours worked outside of the originally scheduled hours, on the first (1st) shift of the changed schedule.

16.07 Notwithstanding any of the provisions of this Agreement which appear to the contrary, hours of work may be altered to accommodate such variations as shift starting times, meal periods and the compressed or modified work week provided that:

(a) ~~the terms and the variations are understood and agreed to by the University, at least two-thirds (2/3) of the Employees in the department involved and the Local, agreement by the University will be through the appropriate Executive Officer;~~ **If changes are required to an Employee's daily shift, or scheduled starting or stopping times, the University shall provide that Employee with a minimum of twenty-four (24) hours' notice. In the event of unforeseeable circumstances, the University will provide the Employee with as much notice as is reasonably possible. For the purposes of this article,**

notice requires direct communication with the affected Employee by in person, telephone, text message or email communication.

- (b) The terms of the variations do not result in a reduction of salary to Employees involved;
 - (c) Employees working according to a modified work week system of hours of work shall have overtime compensation and other benefits provided by this Agreement adjusted in a fashion consistent with the variation so as not to increase eligibility for overtime compensation or other benefits.
- 16.08
- (a) Subject to Clause 16.08(b), when an Employee is called back to work by the Employee's supervisor for a period in excess of two (2) hours, the Employee shall be paid at the overtime rate for hours worked pursuant to Article 17. No further premiums will apply;
 - (b) Subject to Clause 16.08(c), when an Employee is called back to work one or more times within a two (2) hour period by the Employee's supervisor, and the time worked totals less than two (2) hours, the Employee shall be paid at straight time for three (3) hours;
 - (c) For such call back on a paid holiday, the rate of pay shall be time and one half (1½X) for all hours worked up to the equivalent of full normal daily hours and double (2X) for additional hours worked thereafter;
 - (d) There shall be no minimum guaranteed compensation if the call back is contiguous with a normal working period, but it shall be deemed to be overtime in accordance with Article 17.

Article 19 - Personnel File

19.02 Access to an Employee's ~~personal~~ **personnel** file shall be provided to the Employee or the Employee's authorized representative, upon request once in every year and in the event of a grievance or complaint. The Employee may request a representative of the Union to be present at the time of such examination.

Article 20 – Retirement, Resignation, Position Abandonment

- 20.01
- (a) Employees should notify **the University in writing Human Resources** of their intent to retire at least six (6) months prior to their anticipated date of retirement.
 - (e) Employees employed after age sixty-five (65) shall be covered in accordance with the provisions of Article 29 – Health Care and Insurance Benefits.
- 20.02 An Employee is required to provide the University with fourteen (14) workdays prior written notice of resignation ~~if the Employee wishes to resign in good standing~~. In special circumstances, where fourteen (14) workdays notice is not possible, a lesser amount of time may be agreed between the Employee and the University.
- 20.03 An Employee who does not report for a regularly scheduled shift and who has not informed the University shall, after there (3) consecutive work days of such unauthorized absence, be considered to have abandoned the Employee's position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented the Employee from informing their supervisor or designate of their absence, and reporting to their place of work as scheduled.

Article 21 – Paid Holidays

21.01 A full-time Employee shall be entitled to the following holidays with pay and any other holiday proclaimed by the Governments of Alberta or Canada or the government of the Municipality in which the Employee is regularly employed.

New Year's Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

~~21.02 A full-time Employee shall also be entitled to three (3) "float" holidays with pay per calendar year, scheduled annually in such a way that working days between Christmas and New Year's Day are paid holidays.~~

~~21.03 In addition to the paid holidays listed in Clause 21.01, the following leave days will be granted subject to the Employer's approval in consideration of its operational requirements, and will not be reasonably withheld:~~

- ~~(a) One (1) additional leave day to be taken during the summer months of June, July and August; and~~
- ~~(b) One (1) additional leave day will be granted each Payroll Year.~~
- ~~(c) Neither of the leave days under Clause 21.03(a) and (b) may be combined.~~
- ~~(d) Neither of the leave days under Clause 21.03(a) and (b) will be cumulative or paid salary in lieu.~~
- ~~(e) No more than a total of one (1) day under Clause 21.03(a) and (b) will be allowed during the summer months.~~
- ~~(f) Casual Employees are not eligible for these entitlements listed in Clause.~~

21.04 A part-time Employee shall be entitled to pay for, or time in lieu of, holidays listed in Clause 21.01, in accordance with legislation.

21.05 A part-time Employee shall only be entitled to pay for, or time in lieu of, those portions of float days that occur on days when the Employee would normally have been scheduled to work.

21.06 Where a holiday falls on the Employee's regular day off, the normal practice will be to grant the immediately following working day as compensating time off.

21.07 The Employee, to be eligible for paid holidays, must be at work or on an approved leave the scheduled working day immediately preceding the paid holiday and the scheduled working day immediately following the paid holiday.

21.08 When an Employee works on one of the holidays listed in Clause 21.01, the Employee shall receive either:

- (a) the Employee's regular salary plus time and one-half ($1\frac{1}{2}X$) for all hours working up to the equivalent of full normal daily hours and double time ($2X$) for the additional hours worked thereafter; or,
- (b) In lieu of the Employee's regular salary, time and one-half ($1\frac{1}{2}X$) for all hours worked up to the equivalent of full normal daily hours and double tie ($2X$) for additional hours worked thereafter, plus a day off in lieu with pay.

Article 22 – Annual Vacation

22.01 Vacation entitlements with pay for Permanent Full-time Employees shall be as follows,

- (a) An Employee who has completed twelve (12) full calendar months' service as of December 31st, shall receive seventeen (17) work days' vacation;
- (f) An Employee who has completed five (5) years' service as of December 31st, shall in the subsequent year receive twenty-one (21) work days' vacation;
- (g) For each subsequent year of service as of December 31, the Employee shall receive one (1) additional day of vacation to a maximum of twenty- seven (27) work days vacation;
- (d) Notwithstanding Clause 22.01(c), an Employee who has completed twenty-five (25) years of service as of December 31, shall in the subsequent year receive 30 work days of vacation.

22.02 An Employee shall not take vacation leave without prior authorization from the Employee's immediate Supervisor.

22.03 An Employee who has completed less than twelve (12) full months' service shall receive one twenty-six ($1/26$) or one twenty-seventh ($1/27$) of the annual vacation accumulated on a per pay period basis, pro-rated by their start date, dependent on the number of pay periods in a Payroll Year.

22.04 Employees will be expected to take vacation leave entitlements each calendar year. The University may authorize an accumulation of vacation leave to two (2) years' entitlement. However, no Employee will lose any of his/her vacation under any circumstances.

22.05 Notwithstanding the other provisions of this Article, and subject to operational requirements, an Employee who so requests may be authorized to take vacation leave that has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by the Employee in the following year shall be correspondingly reduced.

22.06 Vacation leave shall **not** be earned during ~~the first two (2) months~~ of a leave without pay.

22.07 Vacation leave entitlement, to the extent earned, may be applied to an absence due to sickness after the expiration of sick leave entitlement or in conjunction with any period of leave without pay, thereby reducing the period without pay.

22.08 An Employee who is leaving the employ of the University shall receive the balance of accrued vacation paid out at the Employee's regular rate.

22.09 A Temporary Employee hired to a temporary position in excess of twelve (12) months shall be entitled to seventeen (17) working days vacation per annum accumulated at the rate of **one twenty-six**

(1/26) or one twenty-seventh (1/27) of the entitlement on a per pay period basis, dependent on the number of pay periods in a Payroll Year. ~~one decimal four two (1.42) working days per month.~~

Article 23 – Sick Leave

23.08 An Employee may be required to provide acceptable proof of illness ~~where there is an indication of misuse~~ of casual illness or any general illness in excess of three (3) days in duration. Such requirement shall be communicated to the Employee by **Human Resources or designate the appropriate supervisor**, prior to the Employee's return to work. Acceptable proof of illness, as determined by the Employer, may include but will not be limited to information regarding conclusions and recommendations relating to limitations or restrictions concerning the Employee's ability to perform the duties of Employee's position with or without modification, treatment recommendations, whether or not the Employee's condition can be improved through treatment, the amount of time considered necessary for their complete recovery (if applicable) and medical information leading to those conclusions.

23.09 (a) The University may require that an Employee be examined by a physician appointed by the University:

- (i) in the case of prolonged or frequent absence because of illness, or,
- (i) where the University considers that an Employee is unable to satisfactorily perform the Employee's duties due to disability or illness, or
- (ii) where there is an indication of misuse of illness leave.

(b) The Employee shall be entitled to have their personal physician or physician of their choice **provide** relevant documentation to the physician appointed by the University when undergoing medical examination.

(c) Expenses incurred under this Clause shall be paid by the University.

Article 26 – Maternity Leave, Parental Leave and Adoption Leave

26.03 An Employee who has completed ninety (90) ~~months~~ **days** of continuous service before commencing leave shall be granted a minimum of sixty-two (62) weeks parental or adoption leave except where a shorter period is requested by the Employee. Both parents may access parental leave; however, the combination of leaves cannot exceed sixty-two (62) weeks.

Article 27 – Court Leave

27.01 When an Employee is summoned or subpoenaed as witness or a defendant to appear in Court in the Employee's official capacity to give evidence or to produce University records, the Employee shall be allowed leave with pay, **and but** any witness fee received by the Employee shall be paid to the University.

Article 29A – Death in Service

29A.01 In the event of the death of a Permanent Employee (Full-time or Part-time) or a Temporary Employee (Full-time or Part-time), the University shall pay to the Employee's designated beneficiary ~~two~~ **four (24X) times the average monthly bi-weekly pay** received by the Employee over the Employee's last ~~three~~ **six (36) calendar months bi-weekly pay periods** of employment. Such payment shall include any

~~partial month of earned~~ salary due and shall be in addition to any earned vacation leave entitlement. Where a beneficiary has not been designated, payments under these provisions will be made to the Employee's estate.

Article 33 – Seniority

33.01 This Article is for seniority purposes only and should not be applied to determination of entitlements under the following articles: Article 22 Annual Vacation, Article 23 Sick Leave, Article 26 Maternity, Parental and Adoption Leave, Article 29 Insurance and Health Benefits and Article 32 Long Service Increments (LSI) for Long Term Employees.

33.02 The names of Employees shall be place on the seniority list immediately upon being employed in a position covered by this Agreement. Casual Employees will not accumulate seniority under this Agreement.

33.03 An Employee who accepts a position or is working in a position outside the jurisdiction of the Bargaining Unit will not accumulate seniority for this period and will have their seniority date adjusted accordingly upon returning to the Bargaining Unit.

33.04 A seniority list will be maintained by the University, and will be sent to the AUPE Local 069 Chairperson and posted in January of each year. Such list will show the Employee's name, status (Temporary or Permanent) and seniority date.

33.05 Challenges respecting seniority status must be submitted in writing to Human Resources withing sixty (60) calendar days from the date the seniority lists are posted. When proof of the error is presented by an Employee or the Employee's representative, such error will be corrected and when so corrected the agreed upon seniority date will be final. No change shall be made in the existing seniority status of an Employee unless concurred to by the Local Chairperson.

33.06 Approved leaves of absence with or without pay will not reduce the Employee's seniority.

33.07 Where two or more Employees have the same seniority dates, the Employer will conduct a random draw in the presence of a local Union Representative to determine rank of seniority.

33.08 Terminations of any kind will result in the loss of seniority date with the following exceptions.

~~(a) The Employee returns to the University within six (6) months of termination to a temporary or permanent position. In that event, the Employee's seniority date will be adjusted to the most recent date of hire, however, when a Permanent or Temporary Employee returns to the University within six (6) months after the last day worked, the Employee shall have previous service recognized for the purpose of vacation entitlement and illness leave entitlement only.~~

(b) When a Temporary or Permanent Employee, after termination, returns to a temporary or permanent position within thirty (3) calendar days, no loss off seniority shall result.

Article 35 – Position Reduction

Where the Employer determines a reduction of Permanent occupied position(s) is necessary, the Employer will meet with the Union to advise of the position reduction.

35.01 (a) For the purposes of this Article, the following definitions shall apply:

- (i) Discontinuation: where a Permanent position is determined, at the sole discretion of the University, to be no longer necessary to the University's operations.
- (ii) Displacement: where a Permanent Employee is displaced from an existing Permanent position by another Permanent Employee as a direct result of the application of Clause 35.02(b).
- (b) Where the University considers it necessary to discontinue a position held by a Permanent Employee, the University shall provide the Employee with at least three (3) months written notice of such discontinuance, including reasons for such action. The Union will be provided with a copy of the notice.
- (c) When an Employee is on approved leave of absence, or workers' compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served when the Employee has provided notice of readiness to return to work. The Employer may serve notice of position reduction to an Employee who occupies the Leave Replacement Position.
- (d) This Article does not apply to Probationary Employees.

35.02A Permanent Employee whose position has been discontinued,

- (a) may elect to receive severance pay, in the amount of one (1) month's salary for each year of continuous service to a maximum of ~~twelve~~ **six (6)** month's salary on the date of discontinuance; or,
- (b) in consultation with the University and the Union for the purposes of making an informed choice, the Employee, provided they are qualified may, within thirty (30) days of the date of notice of discontinuation being provided in writing to the Employee, select one of the following options:
 - (i) assume any available vacant Permanent position within the same or a lower salary Range within the bargaining unit; or,
 - (ii) assume any available vacant Temporary or Casual position within the bargaining unit; or
 - (iii) assume the **position duties** of a Temporary or Casual Employee; or
 - (iv) assume the **position duties** of the least senior Permanent Employee and at a minimum of the same FTE and within the same salary Range as specified in Schedule A to this Agreement. The Employee may ~~choose~~ **choose** to displace the least senior Permanent Employee from any location or the least senior Permanent Employee within their current municipality; or,
 - (v) assume the ~~duties~~ **position** of a less senior Permanent Employee in a lower classification and/ or salary Range; or
 - (vi) elect a vesting period of nine (9) months from the date of notice of discontinuation or

displacement provided to the Employee. Where a vacant Permanent position for which they are qualified, at a minimum of the same FTE and within the same salary Range as specified in Schedule A to this Agreement becomes available, this position will be offered to the Employee. If the Employee refuses this position, they will receive severance as per Clause 35.02(a).

- (c) In the case of selection of options provided in Clauses 35.02(b)(ii) and (iii) the Permanent Employee will retain a first right of refusal of any available vacant Permanent position within the bargaining unit for which the Employee is qualified for a vesting period of nine (9) months from the date of notice of discontinuation being provided in writing to the Employee.
- (d) Where there is no break of continuous employment as a result of the Employee exercising their rights provided in Clauses 35.02(b)(ii) and (iii), then the vesting period provided in Clause 35.02(c) will not commence until the end of the Temporary or Casual position(s), at which time the Employee will commence the vesting period of nine (9) months.
- (e) Where more than one (1) Employee's position has been discontinued, the affected Employees shall be offered all of the options specified in Clause 35.02 of this Agreement in order of their seniority with the University.
- (f) Where a Permanent Employee has been displaced as a result of the application of Clauses 35.02(b)(iv) or (v), they shall be able to exercise the rights provided under Clause 35.02, excepting that where the Employee elects options as provided within Clause 35.02(b), that selection of options shall be limited to not longer than fourteen (14) calendar days from the date of notice of displacement being provided in writing to the Employee and the Union.
- (g) In cases where an Employee assumes the duties of a position in a lower classification and/or salary Range the Employee's salary will be adjusted to the closest salary in the range of that position.
- (h) Where a Permanent employee is discontinued or displaced and they exercise their rights under Clause 35.02(b) the result of which is they assume the duties of a position in a lower classification or salary range, the Employee will receive pay at their original rate of pay during the three (3) month notice period.
- (i) Where a Permanent Employee does not exercise the Employee's rights under Clause 35.02(b) of this Agreement within the period of notice provided in Clauses 35.02(b) or 35.02(f) then the Employee shall be considered to have selected severance pay under Clause 35.02(a).

35.03 A Permanent Employee whose position has been discontinued/ displaced and who has not found continuing alternate employment within the bargaining unit, shall be eligible for severance pay in the amount of one (1) month's salary for each year of continuous service to a maximum of ~~twelve six (6+2)~~ **six (6)** month's salary payable at the date of position discontinuance/displacement or at the conclusion of the vesting period established in Clause 35.02, at the option of the Employee.

35.04 An Employee who receives severance pay pursuant to Clause 35.03 and is subsequently rehired shall not be paid twice for the same period.

35.05 A Permanent Employee whose position has been discontinued/displaced and who, in the opinion of the University, has the potential to be retrained for another available permanent position in the

bargaining unit shall be eligible for training in accordance with the University policies.

35.06 During the period of notice of position discontinuance/displacement set out in Clause 35.01, the University will allow the affected Employee a reasonable amount of time-off with pay to be interviewed by prospective Employers.

35.07 Clauses 35.01, 35.02, 35.03, 35.04, and 35.05 shall not apply to a position discontinuance of a temporary nature caused by fire, flood, earthquake, or other act of God, or by a work stoppage requiring closure of all or part of the University.

35.08 Upon notification that an employee's position is to be relocated to a locality outside of the current municipality, the affected Employees may choose to relocate and maintain their current positions with the Employer or accept severance in the amount set out in Clause 35.02(a), during the three (3) month notice period, from notification to relocation date. All reasonable relocation expenses will be at the expense of the Employer.

Article 36 – Respectful Workplace

36.05 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of workplace violence, bullying, harassment or discrimination.

Article 37 – Course Allowance

37.01 AUPE members, spouses and dependents may take unlimited challenge exams at no cost to the Employee without prejudice to the fees exemption benefit and the following Registry fees will also be waived: prior learning assessment fee, evaluation fee, letter of permission fee, change of credential fee, multiple examination request fee, re-registration fees, processing fee for withdrawal fee, extension fee, transcript fee, and rewriting exams fee.

37.02 Tuition for an Athabasca University program will be waived for one (1) six (6) credit or two (2) three (3) credit undergraduate or graduate course(s) or equivalent course credit weight per annum for the Employee and the Employee's spouse or dependents. **The employee will be required to repay the tuition for the course(s) if the course outcome is incompleteness or withdrawal.**

37.03 Tuition reimbursement for an Athabasca University program for Employees, spouses, and dependents will be provided upon successful completion for courses in excess of the one (1) six (6) credit or two (2) three (3) credit courses as provided for in Clause 37.02, or equivalent credit weight where appropriate, per annum to the maximum of a full load equivalent.

37.04 The University agrees to advance funds to allow Employees to utilize this provision of the Collective Agreement.

37.05 If an Employee resigns within 24 months of them or the Employee's spouse or dependents of completing a program, the Employee will be required to refund a portion of the program tuition as follows:

- (a) each month of continuous service will be considered as discharging one-twenty-fourth (1/24) of the obligation.**

Schedule B

Delete

Letters of Understanding

- 1) Casual Labourer/Clerical – Renew
- 2) Contracting Out – Delete
- 3) Joint Benefits Committee and Benefits Plan Reporting – Renew
- 4) Workload – Renew