

The Board's Proposal
Amendments to the Collective Agreement

Between

The Governors of Athabasca University (the Board)

and

The Canadian Union of Public Employees (CUPE)

CUPE Local 3911

October 5, 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's monetary proposal is to be presented at the conclusion of bargaining on non-monetary items.

To facilitate reading of this document,

- Explanatory comments regarding Articles are indicated by an arrow and italics formatting (e.g. → *Italics*);
- Items and/or wording proposed to be deleted are indicated by strikethrough formatting (e.g. ~~strikethrough~~);
- Proposed new or modified items and/or wording are indicated with bold and/or underline formatting (e.g. bold underline).
- Errors and omissions accepted.

Term

The Board proposes a four (4) year agreement: July 1, 2019 to June 30, 2023.

Article 1 - Definitions

1.01 In this Agreement

- (a) "employee" means an employee to which this Agreement applies under Article 3 - Scope of the Agreement;
- (b) "employer" means The Governors of Athabasca University as represented by the President or an Executive Officer or a designate of either, as the context of this agreement may require;
- (c) "parties" means the employer and the union;
- (d) "union" means the Canadian Union of Public Employees.
- (e) A word in **any gender applies to all genders** ~~the feminine gender may also apply in the masculine~~, and a word in the singular may also apply in the plural, as the context requires;
- (f) "year" means July 1 to June 30, unless otherwise defined.
- (g)
 - i) "Work day" shall be calculated to be that number of hours worked, for which the employee received earnings in the last six (6) pay periods exclusive of any leaves without pay or vacation, and at the employee's hourly rate of pay, divided by 62.
 - ii) "Hours worked" shall be based upon the number of blocks (number of blocks times pay per block divided by hourly rate of pay) plus any overload assigned, all paid hours including but not restricted to deemed time/hours for premium pay, all marking, travel, course preparation and any other pay required to be paid by the employer to the employee whether on an ongoing or temporary basis.
 - iii) "Pay for work day" shall be calculated based on the number of hours in a "work day" as determined in 1.01 g i), multiplied by the employees hourly rate of pay.
 - iv) "Biweekly calendar year" shall be based each year on the biweekly pay scheduled deemed by Athabasca University.

- (h) “Scheduled work day” means the day(s) on which an employee is scheduled for availability for contact with students. This shall also include any regularly scheduled class or meeting with students.
- (i) **“Mode of delivery” means the method of organizing instructional support and includes academic experts and individualized study tutors**

A “unit of work” is defined as one (1) individualized study block, one standard group study course or 30.6 hours per month of hourly work, including but not limited to academic expert and marker work. ~~One study circle will be defined as one-third (1/3) of a unit.~~

- (j) **“Personnel file” means the file of an employee maintained by the employer and stored in a department designated by the employer.**

Article 2 - Union Recognition

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

Union membership and dues

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

- 2.06
- (a) As soon as reasonably possible, the employer shall provide the union with the following information about any new employee:
 - (i) start date and work assignment;
 - (ii) mailing address;
 - (iii) ~~employee~~ ~~home~~ phone number and email address(es), where applicable;
 - (iv) home phone number and alternate email address, if known to the employer.

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

Dues receipts

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

Article 5 – Orientation and Training

- 5.01
- (a) The employer shall provide each employee with a written statement of the duties and responsibilities of the employee's position and shall identify the employee's supervisor upon the hiring of a new employee or transfer of an employee.
 - (b) Upon the hiring of a new employee, the employer shall provide a minimum of three (3) hours of paid orientation and/or training in person or via electronic means. Orientation and/or training shall include an orientation to administrative and procedural processes.
 - (c) The employer agrees to provide **electronic** access to a copy of the Agreement upon being hired.

- 5.02
- ~~(a) An employee's supervisor shall discuss with the employee the Statement of Duties and Responsibilities applicable to any work assignment within 15 days of the commencement of that work assignment.~~
 - ~~(b) Thirty days prior to a major change in the Statement of Duties and Responsibilities the employee will be contacted for discussion.~~

~~5.03 Notice will be given at least 30 days prior to a major change in an employee's work assignment (which includes assignment to a new course, assignment to a new mode of delivery) or as a result of a major course revision to a current work assignment, the employee's supervisor shall discuss the change with the employee. In extenuating circumstances the employer and the Union may agree to a shorter notice period.~~

NOTE (NOT TO FORM PART OF AGREEMENT): Article 5.03 has been moved to Article 7 Posting and Assignments

~~5.04 The employer recognizes that employees should be encouraged to participate in further academic and professional training. In furtherance of this principle, the employer will make every effort to continue to provide an annual "Learning Conference" specifically designed to meet the educational needs of non-designated academic staff. Employees attending the Learning Conference shall be paid the amount of \$100.00 for attendance as well as be reimbursed for travel and subsistence costs associated with their attendance at the Conference.~~

~~5.05 Faculties shall be encouraged to ensure that employees are invited to attend training and educational opportunities made available to their designated academic staff and provide compensation for such attendance where possible.~~

NOTE (NOT TO FORM PART OF AGREEMENT): Articles 5.04 and 5.05 have been moved to Article 27 Professional Development

~~5.06 The preference of the employee shall be taken into consideration in determining the manner in which discussions, orientation and training occurs.~~

Article 6 – Performance ~~Assessment~~ ~~Appraisal~~

- 6.01 The employer and union agree that the primary purpose of performance ~~assessment appraisal~~ is twofold:
- (a) To assist the employee to develop and improve ~~tutoring~~ skills;
 - (b) To maintain acceptable standards of employee performance.
- ~~6.02 Information received from a tutor's self-appraisal cannot be used for the purposes of discipline as outlined in Article 23.~~
- 6.023 An employee's performance of the duties and responsibilities associated with the employee's position will be subject to **ongoing assessment** ~~continuing appraisal~~, in accordance with this Article.
- 6.03 **Employees must complete an annual self-assessment and submit it to their supervisor(s) as part of the annual performance assessment process. Information received from an employee's self-assessment cannot be used for the purposes of discipline as outlined in Article 23.**
- 6.04 **The employee's supervisor(s) will arrange to meet with the employee to review the employee's self-assessment and contribute additional comments.** ~~Completion of a performance appraisal will include an opportunity for discussion of the information contained in the appraisal. The discussion can be in person, via email or by phone or a combination of the three. The preference of the employee shall be taken into consideration in determining the manner in which the discussion occurs.~~
- 6.05 (a) ~~—~~ Prior to placement of a completed performance **assessment** ~~appraisal~~ on the employee's personnel file, the employee shall be provided with a copy. ~~by email, and within the next ten (10) business days either the employee or the employer may request further discussion.~~
- (b) ~~—~~ Following such further discussion and prior to placement of a final performance appraisal on the personnel file, the employee shall be provided with a final copy including amendments.
- 6.06 An employee may submit a response to the final performance appraisal. Such response shall be provided to the employee's supervisor and placed in the employee's personnel file.
- ~~6.07 The employer will continue to consult with the union concerning an appropriate performance appraisal system.~~

Article 7 - Posting and Assignments

7.01 **When the Employer determines the need to fill an existing or anticipated vacancy, the vacancy** ~~Work assignments created by any of the circumstances/situations listed below (a through h)~~ shall normally be posted except where otherwise specifically provided in this agreement. ÷

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

Posting of **Vacancies** ~~Work Assignments~~

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

- (a) The **vacancy** ~~work assignment~~ will normally be posted for a period of not less than **seven (7)** ~~fourteen (14)~~ calendar days, ~~subject to 7.02 (e).~~
- (b) Employees will normally be notified of the availability of such assignments through email and/or through posting on the employer website. The posting will specify the **anticipated** course title(s), ~~bona fide~~ qualifications required, geographic location of employment **(if applicable) and estimated amount of work** ~~and the anticipated Unit of Work.~~
- ~~(c) — All reasonable effort will be made to set the closing date for applications at least thirty (30) calendar days before the required start date, with a minimum of fifteen (15) calendar days' notice of start date given to the successful applicant.~~
- ~~(d) — Any of the time period requirements in Article 7.02 may be changed by mutual consent between the union executive and the employer.~~

Exceptions to Postings

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

- (a) **The employer may offer work to a person currently outside the bargaining unit where the person possesses special or unique qualifications. In such cases, the employer shall notify the union.**

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

~~For the purposes of this clause, similar means: academic experts are also eligible for marking work and individualized study block tutors are also eligible for academic expert and marking work.~~

- (b) **The employer may offer work to qualified employees in the bargaining unit who have successfully worked in the same course within the past twenty-four (24) months.**

~~Notwithstanding 7.03(a), where an employee's work assignment is changed from individualized study tutor to academic expert and/or marker:~~

~~(i) Employees who had individualized study blocks in the affected course shall be eligible for both marker and academic expert work, when available.~~

~~(ii) Initial and additional marking work assignments shall be distributed proportionally (based on the previous individualized study block work assignments) to affected employees, until the total work assignment of each affected employee reaches the original individualized study tutor block equivalent.~~

~~(iii) Academic expert work shall be distributed proportionally (based on the previous individualized study block work assignments) to affected employees, except that no part days or alternating weeks shall be assigned. If there is insufficient work for all affected employees to be assigned at least one day per week, days will be distributed proportionally in order of seniority.~~

~~(iv) Work assignments will be offered in accordance with 7.03(a) after all affected employees have reached their~~

~~former block equivalents, or after twenty four (24) months, whichever comes first.~~

- (c) **Where a vacancy is created due to an addition of, or change in, the mode(s) of delivery of a course, work in the new mode of delivery will be offered first to qualified employees currently working in the course in order of seniority and subject to geographical and operational requirements.**
- (d-e) The employer may assign a new or substantively revised course to the course author.
- ~~(d) Standard group study and study circle work assignments shall be offered to employees and former employees who continue to (or have) successfully work(ed) in the same or similar standard group study or study circle course, in order of seniority, provided that the last standard group study or study circle course was successfully completed within the previous two years. Reasonable effort shall be made by the employer to contact former employees; however, the onus is on former employees to assure that their contact information is current. Notwithstanding Article 30.01, the employer may consider bona fide geographical requirements for the assignment.~~
- (e) Any **vacancies** ~~work adjustments or assignments~~ of less than **six (6) three (3) months**, as well as centrally assigned exam marking may be assigned at the discretion of the employer. The employer will provide copies of relevant pay adjustments to the union on a monthly basis.
- (f) **Vacancies** ~~Work assignments or adjustments~~ of six (6) months or less that are due to leave replacements for an Athabasca University Faculty Association staff member, will be assigned at the discretion of the employer in accordance with the scope of duties to be determined at the time of the **vacancy work assignment**. Employees who are assigned these duties will remain CUPE members, and only CUPE dues will apply to all compensation. Dues will be paid to the union in accordance with Article 2.05 (2) and Article 12.05 (a) and (b).
- ~~(g) If the work assignment arises as a result of 7.01 (f), the work assignment will be restored to the returning employee upon the employee's return.~~

Filling of Posted **Vacancies** ~~Work Assignments~~

- 7.04 (a) A **vacancy work assignment** will be filled by the most qualified applicant. ~~In the case of applicants with relatively equal qualifications, including skills, ability,~~

~~education, and performance, the work assignment will be offered to the individual with the most seniority.~~

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

Work Assignments

7.05

- (a) Minimum Work Assignment
 - (i) The minimum assignment for individualized study block tutoring, academic expert and marker work (combined) shall be the equivalent of one unit, except for new courses, new individualized study employees, or where Article 22.06 (e) applies, in which case the minimum shall be one-half ($\frac{1}{2}$) unit.
 - (ii) An individualized study tutor may receive additional assignments in units of not less than $\frac{1}{4}$ of a block.
 - (iii) Notwithstanding Article 7.05 (a) (i), for employees hired directly as academic experts or markers, no minimum work assignment applies.
- (b) Maximum Work-Assignment
 - (i) Maximum individualized study blocks, academic expert and marker work shall not exceed four units at any one time. Maximum total work assigned to an employee shall not exceed five units at any one time.
 - (ii) “Maximum total work” does not include work issued under Article 7.03(e).

- (iii) Notwithstanding Article 7.05(b),(i) exceptions may be granted with the approval of the Vice-President Academic or designate who shall be another executive officer (whose decision is final and binding). The employer may request an exception (copied to the employee); or, when work is posted, an employee may request an exception (copied to Learning Services) at the time of application for the work.
- (iv) Maximum number of courses in a tutor block see Article 12.09.

7.06 ~~Where an employee declines an offer of work a work assignment, the employee's eligibility for future vacancies work assignments will not be affected. If an employee wishes does not wish to be contacted for additional work, the employee will notify the employer in writing. Having so notified the employer, the employee can at any time inform the employer, in writing, that the employee no longer now wishes to be contacted for additional work assignments.~~

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

7.08 ~~Notwithstanding Article 7.03(b), a collaborating institution may decline any employee or former employee who would normally be assigned a standard group study course, in accordance with Article 7, where the employer determines there is sufficient reason. In such cases, the employer shall provide the union with the reasons at least five (5) business days before taking further action.~~

~~The employee who normally would have been assigned the course in accordance with Article 7.03(d) shall be deemed to have successfully completed the standard group study course for the purpose of future work assignment under 7.03(d).~~

7.07 **Notice will be given normally at least 30 days prior to a major change in an employee's work assignment (which includes assignment to a new course, assignment to a new mode of delivery) or as a result of a major course revision to a current work assignment, the employee's supervisor shall discuss the change with the employee. In extenuating circumstances the employer and the union may agree to a shorter notice period.**

7.08

When an employee returns from a leave under Articles 16, 17, 19.03 or a term appointment outside of the bargaining unit, the employee's work will be returned to the employee. If the work is not available in its entirety, Article 22.04 shall apply.

~~Article 8 – Right to Information~~

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

Article 9 - No Discrimination

9.01 The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any matter in this Agreement **as protected by the *Alberta Human Rights Act*, or** by reason of:

- (a) membership or non-membership or lawful activity or lack of activity in the union; or
- (b) the exercise of rights under this Agreement.

- ~~(a) race;~~
- ~~(b) religious beliefs;~~
- ~~(c) colour;~~
- ~~(d) gender;~~
- ~~(e) physical disability;~~
- ~~(f) marital status;~~
- ~~(g) age;~~
- ~~(h) ancestry;~~
- ~~(i) place of origin;~~
- ~~(j) political affiliation;~~
- ~~(k) family status;~~
- ~~(l) sexual orientation;~~
- ~~(m) mental disability;~~
- ~~(n) source of income;~~

9.02 Sub-article 9.01 as it relates to age and marital status does not affect the operation of any bona fide retirement or pension plan or the terms or conditions of any bona fide group or employee insurance plan.

9.03 Sub-article 9.01 does not apply with respect to a refusal, limitation, specification or preference based on a bona fide operational requirement.

Article 10 - Sexual and Other Harassment

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

Article 11 - Health and Safety

- 11.01 The parties support the concept of an occupational health and safety program and agree to participate in the joint Occupational Health and Safety Committee. CUPE will be entitled to appoint two representatives to the joint Occupational Health and Safety Committee.
- 11.02 The Occupational Health and Safety Committee will consider the occupational health and safety of persons employed by the University and, if required, make recommendations to the employer.
- 11.03 The employer will ensure, as far as it is reasonably possible to do so, the occupational health and safety of its employees.
- 11.04 The employer shall provide the union chair ~~internal~~ with details of every **workplace injury or incident which results in the death or hospital admission of industrial accident, industrial incident or occupational illness or disease affecting** a member of the bargaining unit within thirty (30) days of its being reported to the employer. **All other workplace health and safety incidents will be reviewed by the joint Occupational Health and Safety Committee.**
- 11.05 Employees will take reasonable care to protect their own occupational health and safety and the occupational health and safety of other workers.
- 11.06 A grievance concerning this Article may be initiated at Step 2.

Article 13 - Vacation and Leaves

- 13.01 An employee shall be entitled to vacation pay in the amount of 8% of the total gross salary for each biweekly pay period.
- 13.02 Vacation pay shall be calculated and identified separately and included with each **biweekly pay** ~~regular salary payment~~.
- 13.03 Leaves shall be scheduled by mutual agreement between the employee and the employee's immediate supervisor, in accordance with Article 13.05 ~~4~~.
- 13.04 ~~For all leaves of ten (10) business days or more, The employer may shall provide leave coverage for any leaves at its discretion. for a replacement for the employee for the duration of the leave, where operationally possible. Where not operationally possible to provide coverage, accommodation to the service standards will extend by five (5) business days for leaves of ten (10) business days or more.~~
- 13.05 Notice of Leave

Notwithstanding Article 7 and Articles 22.01 – 22.04~~07~~, the following provisions shall apply for non-emergency leave ~~taken from January 1 to December 31~~:

- (a) an **employee individualized study tutor, academic expert or marker** ~~may~~ request leave by notifying the employer on the appropriate form or via e-mail:
- (i) if the leave request is for less than two **(2)** consecutive weeks, two **(2)** weeks in advance;
 - (ii) if the leave request is for two **(2)** or more consecutive weeks **but less than two (2) consecutive months**, six **(6)** weeks in advance;
 - (iii) if the leave **request** is two **(2) or more consecutive months or greater, eight (8) weeks in advance.**

Upon return from the leave, the employer will endeavour to return the employee to their previous work assignment or its equivalent. employee's former work assignment or its equivalent shall be returned to the employee, if the work assignment or its equivalent is available. If it is not available in its entirety, Article 22.06 (e) and 22.07 (a) – (f) shall apply.

- ~~(b) summer leave:~~

- ~~(i) an individualized study tutor, academic expert or marker may request summer leave for the period July 1 to August 31 by notifying the employer by April 30;~~
- ~~(ii) commencing September 1, the employee's former work assignment or its equivalent shall be returned to the employee in accordance with Article 13.05(a)(iii).~~

~~(b-e)~~ in the event an employee requests leave with less than the above notice, the employer shall make every reasonable effort, within operational requirements, to allow the leave to be granted.

Article 15 - Employee Expenses

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

Article 16 – Maternity Leave

- 16.01 Notwithstanding the provisions of this Article, Maternity Leave shall be defined as that period of time during which an Employee would be able to perform the duties of the Employee's job but chooses not to work due to the birth of the Employee's child [this leave may be either before, or after the delivery of the child (or both)]. Where the Employee is medically unable to work due to the pregnancy and/or birth of a child, this shall be considered as a valid health related absence covered by illness leave as set out in Article 18.
- 16.02 (a) A pregnant employee who has been employed by the University for at least **ninety (90) days of continuous service** ~~nine (9) consecutive months~~ is entitled to maternity leave without pay. The employee shall be granted up to **sixteen (16)** ~~15~~ weeks maternity leave without pay and granted up to **sixty-two (62)** ~~37~~ consecutive weeks parental leave without pay immediately following the last day of maternity leave.
- (b) A pregnant employee who has been employed by the University for less than **ninety (90) days of continuous service** ~~nine (9) consecutive months~~ shall be granted up to twenty-six (26) weeks of maternity leave without pay.
- (c) A pregnant employee should apply for maternity leave as soon as possible prior to ~~the her~~ expected date of delivery, but in any case shall give the employer at least two (2) weeks' notice in writing of the date on which **the employee** ~~she~~ intends to commence maternity leave and the estimated date of return.
- (d) The University will maintain its share of the Extended Health Care Plan, Group Dental Insurance, Group Life, Spousal and Dependent Life for any Employee granted leave without pay for maternity **leave** to a maximum of three (3) months. **After three (3) months, Article 35.08 will apply.**
- 16.03 An employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the employee and ~~her~~ employer agree to shorten the period by the employee's giving ~~the her~~ employer a medical certificate indicating that resumption of work will not endanger **the employee's** ~~her~~ health.
- 16.04 (a) An employee granted leave without pay pursuant to sub-article 16.01 shall upon return to work, be returned to **the employee's** ~~her~~ former position or be placed in another comparable position at not less than the same salary and benefits that had accrued ~~to her~~ prior to commencing leave.

- (b) An employee wishing to change the date of return to work should notify the employer as soon as possible prior to the date of return, but in any case, must give four (4) weeks' notice in writing ~~of her intention~~ unless there is a medical reason for less notice.
- 16.05 Notwithstanding any date initially selected for the start of maternity leave, if an employee subsequently indicates in writing that **the employee she** is no longer able to carry out **the her** full normal duties **associated with the position, the employee she** may commence ~~her~~ maternity leave at an earlier date.
- 16.06 Notwithstanding anything to the contrary in this Article, an employee on a temporary contract is eligible for maternity leave, but the maternity leave shall not extend beyond the term of the contract for that employee.
- 16.07 (a) A pregnant employee who presents medical evidence from a ~~her~~ physician which satisfies the University that continued employment in **the employee's** present position may be hazardous to **the employee herself** or ~~the her~~ unborn child, may request a temporary transfer to a more suitable position if one is available.
- (b) When no suitable position is available the employee may, if eligible, apply for immediate commencement of maternity leave.
- (c) In the event that maternity leave must commence in the early stages of pregnancy, the employee shall be entitled to up to six (6) months of leave following the date of birth.
- 16.08 Notwithstanding the foregoing provisions of this article, an employee who is unable to perform **the duties of the position her** duties by reason of pregnancy, ~~whether before or after confinement~~, shall be entitled, upon satisfactory medical proof thereof, to have such portion of **the her** maternity leave treated as if it were paid illness leave in accordance with the provisions of Article 18.02 (e). The employer may institute a Supplementary Unemployment Benefit Plan (SUB Plan) to defray part of the cost of such health-related absence. The employer agrees to consult with the union prior to instituting a SUB Plan.

Article 17 - Parental Leave

- 17.01 Normally upon four (4) weeks written notice but not less than two (2) weeks being given to the employer, an employee shall be granted leave of absence without pay as follows:
- (a) An employee, ~~(parent and / or adopting parent)~~ who has **completed ninety (90) days of continuous service** ~~been employed by the University for at least nine (9) consecutive months~~ shall be entitled to not more than **sixty-two (62)** ~~thirty-seven (37)~~ weeks parental leave; without pay within the **seventy-eight (78)** ~~fifty-two (52)~~ week period immediately following the birth (in the case of a **non-childbearing** parent) or the placement of a ~~the~~ child with the **employee as an** adoptive parent(s).
 - (b) An employee, ~~(parent and / or adopting parent)~~ who has **completed less than ninety (90) days of continuous service** ~~been employed by the University for less than nine (9) consecutive months~~ shall be entitled to not more than twenty-six (26) weeks parental leave; without pay within the fifty-two (52) week period immediately following the birth (in the case of a **non-childbearing** parent) or the placement of a ~~the~~ child with the **employee as an** adoptive parent(s).
 - (c) If employees are parents of the same child, one employee may take parental leave wholly or it may be shared. ~~The Both~~ parents may access parental leave, however, the combination of leaves cannot exceed **sixty-two (62) weeks** ~~twelve (12) months~~.
 - (d) The University will maintain its share of the Extended Health Care Plan, Group Dental Insurance, Group Life, Spousal and Dependent Life for any Employee granted Parental Leave to a maximum of three (3) months **After three (3) months, Article 35.08 will apply.**
- 17.02
- (a) An employee granted leave without pay pursuant to sub-article 17.01 shall upon return to work, be returned to **the employee's work assignment** ~~his/her former position~~ or be placed in another comparable position at not less than the same salary and benefits that had accrued ~~to her~~ prior to commencing leave.
 - (b) An employee should give an estimated return date when they give notice of the leave. If they wish to change the intended return to work date they should notify the employer as soon as possible prior to the date of return, but in any case must give four (4) weeks' notice in writing of **their** ~~his/her~~ intentions.

17.03

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

Article 23 - Discipline and Discharge

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

23.02 The employer accepts the principles of progressive discipline.

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

The employer may:

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

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

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

- 23.04 Notwithstanding any other provision of this article, the **Provost, Vice-President Academic** ~~university president~~ or designate may upon written notice to the employee and the union, relieve an employee from duty temporarily with pay pending investigation of a situation.
- 23.05 **An employee who has been disciplined may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that the personnel file be purged of any record of the disciplinary action. Such request will be granted providing:**
- (a) **the employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period, and**
 - (b) **the disciplinary action is not the subject of, or related to, an unresolved grievance.**
- ~~Provided that the employee does not receive an additional written notice of discipline, any notice of discipline in the employee's Personnel File will be removed from that File after eighteen (18) months and cannot be used in conjunction with any subsequent discipline.~~
- 23.06 When the employer convenes a meeting with an employee with the intent of discussing or administering discipline, the employee is entitled to have a union official present at the meeting.
- 23.07 If an employee has received a second or subsequent letter of discipline (other than dismissal) within a twelve (12) month period, relating to unsatisfactory performance, the employee will not be eligible to receive new or additional work assignments until (1) the end of the specified period in which improvement or correction is expected or (2) the discipline is grieved and found to be unjustified. The specified period of time in the second or subsequent notice of discipline shall not exceed three (3) months. If the discipline is grieved and found to be unjustified, the employee shall receive all monies and benefits that the employee would have received had the discipline not been imposed.
- 23.08 Progressive discipline need not be followed in cases of dismissal resulting from severe problems such as violent behaviour or gross insubordination.
- ~~23.09 The Personnel File referred to in this Article is the Personnel File of an employee as defined in Article 31.~~
- 23.0910 Regardless of the foregoing provisions of this Article, the employer shall have the right to dismiss an employee for just cause.

Article 24 - Grievance Procedure

24.01 A grievance is defined as any difference arising from the interpretation, application, administration, or alleged violation of this Agreement.

24.02 Types of Grievance

- (a) An individual grievance is a grievance, which involves a single individual.
- (b) A group grievance is one which involves 2 or more individuals. Such a grievance may be commenced as a group grievance, or similar individual grievances seeking a common redress may be consolidated as a group grievance. The results of group grievances shall apply, proportionately if applicable, to all employees affected.
- (c) A policy grievance is one which arises when the union grieves any issue except an issue which directly affects an employee and regarding which the employee could initiate or have initiated a grievance.

24.03 Notwithstanding Article 24.04 and 24.05, grievances filed under Article 10, Sexual and Other Harassment, shall **normally** be initiated at Step 2 within three (3) months of the last occurrence of any alleged incident(s).

In the case of a grievance filed under Article 10, Sexual and Other Harassment, the employer or the union may request that the matter be submitted to mediation. In the event that the union, the employer, and the employee agree to mediation, any grievance procedure which has been commenced with respect to that matter shall be held in abeyance until either the union or the employer gives written notice of its desire to continue with the grievance. In the case of a grievance submitted as per Article 24.03 the parties agree that the report of the mediator shall not be admissible in any proceeding, and the mediator shall not be a competent or compellable witness at any adjudication proceeding.

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

24.05 Step One

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

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

24.06 Step Two

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

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

24.07 Adjudication

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

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

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

- 24.10 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final, binding, and enforceable on all parties. The Board shall have no jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions in place of them, nor give any decision inconsistent with the express terms and conditions of this Agreement.
- 24.11 If the Board as a result of its award determines that an employee has been discharged or otherwise disciplined by the employer for cause, the Board may substitute some other penalty for the discharge or discipline that to it seems just and reasonable in all the circumstances.
- 24.12 The parties will each bear the fees and expenses of the nominee appointed by it, as well as all costs related to the presentation of its own case, and the parties will share equally the fees and expenses of the Chairperson of the Adjudication Board. The parties agree to consider the use of University facilities in these proceedings.
- 24.13 Notwithstanding Sub-Articles 24.07 and 24.08, governing the establishment of a three-person Adjudication Board, the parties may agree to refer a grievance for determination by a single Adjudicator. The Adjudicator shall be appointed by agreement of the parties or, failing that, upon application to the Labour Relations Board.
- 24.14 The Parties may agree in writing to suspend, extend or waive any time limits or Steps contained in this Article.
- 24.15 Grievance Procedure Time Limits
- The time limits in the grievance and adjudication procedure are mandatory, but an adjudicator or adjudication board may waive a failure to meet a time limit if it is satisfied that:
- (a) there are reasonable grounds for doing so, and
 - (b) the other party will not be substantially prejudiced by the relief.

Article 25 - Employer - Union Relations

- 25.01 Each party will provide written notice to the other of those persons authorized to amend the terms of this Agreement during its term.
- 25.02 All correspondence between the parties which is required by this Agreement, except where otherwise expressly provided, shall pass between the Chairperson for the union, or designate, and the President's Office, or designate.
- 25.03 The employer agrees to provide access to a copy of the Agreement upon being hired.
- 25.04 The employer will make the current Collective Agreement available to all current employees and the union via electronic means.
- ~~25.05 The cost of printing copies of this Agreement shall be borne equally by the parties.~~
- 25.06 The union may use the employer's electronic communication system to communicate with its members in addition to accessing the University's regular mailing system (in which event the union will reimburse the University for any additional postal costs incurred).
- 25.07 The employer agrees, where feasible, to enable the union to hold meetings by providing space on University property or at locations where facilities may be rented by the University from time to time. The employer further agrees to facilitate the provision of information about the union's annual general meeting.
- ~~25.08 The Board agrees that as long as standard office space is available at Athabasca University Edmonton office, it will provide such space to CUPE 3911 at no charge.~~
- 25.09 Joint Labour Management Committee
- The parties agree to the following guidelines:
- (a) The parties will meet once each quarter on a date to be mutually agreed upon. Additional meetings, if required, will be arranged by mutual agreement of both parties.
 - (b) A representative of each party shall be designated as joint chair and the two persons shall alternate in chairing the meetings of the committee.
 - (c) Agenda items shall be submitted to the joint chairs, seven (7) days prior to each meeting. Regular agenda items will include working conditions resulting from performance management and

technological change, as well as workload and workload consultation.

- (d) Both parties agree to make every possible effort to achieve progress with respect to the agenda items brought forward.
- (e) Each party shall have three representatives. A meeting shall require a quorum consisting of at least two members from each party.
- (f) The committee is not empowered to make any amendments to the Collective Agreement

Article 28 - Tutor Representation

- 28.01 Where an executive officer approves tutor representation on General Faculties Council or committees that may be established from time to time, the employer ~~in each case,~~ shall **normally** request the union to nominate an employee as the tutor representative.
- 28.02 (a) Representatives shall be paid the employee's regular hourly rate for meeting time.
- (b) Where the employer has not provided for an alternate means of communication, and where the Employee is required to travel, **expenses for this travel will be reimbursed as per the University's expense reimbursement policy, as amended from time to time.** ~~in excess of 50 kilometers one way to attend a meeting, the employee will be paid \$22.71 per hour for travel time and reimbursed for travel and subsistence costs associated with their attendance at meetings.~~

Article 29 - Probationary Period

- 29.01 An employee appointed to a position shall be considered to be on probation until the employee has completed twelve (12) months of employment in the position.
- 29.02 A probationary employee who is absent from work for any reason, excluding where the employee continues to be employed by the employer in any other capacity (which performance shall be taken into account for the probationary review), for a consecutive continuous period of one (1) month or longer will have their probationary period extended by the same amount of time as the consecutive continuous period of absence.
- 29.03 The employee must meet the requisite criteria and standards of performance which will be provided to the employee at the time of appointment to the position.
- 29.04 ~~The employee's supervisor shall be responsible for continuing review of the appointment and performance during the probationary period. By no later than one (1) month p~~ Prior to the end of the probationary period, the Dean or designate and supervisor **or designate** shall jointly recommend one of the following courses of action to the **Provost and Vice-President Academic** or designate, who will be another executive officer, for approval:
- (a) permanent appointment to a position;
 - (b) termination of employment prior to or at the end of the probationary period.
- 29.05 The probationary employee shall be advised in writing, ~~with a copy to the union, with respect to continuation not later than two weeks~~ prior to the end of the probationary period, **with a copy to the union.**
- 29.06 In exceptional cases the University may initiate an early review.

Article 31 - Personnel File

~~31.01 The personnel file referred to in this article is the personal file of an employee maintained by the employer and stored in a department designated by the employer.~~

(NOTE NOT TO FORM PART OF AGREEMENT: Article 31.01 has been moved to Article 1 Definitions)

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

~~(b) The employee may request a representative of the union to be present at the time of such examination, and the employee may make copies of any material contained in the file.~~

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

Article 32 - Technological or Procedural Change

32.01 Definition

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

32.02 Notice

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

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

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

~~32.03 Consultation~~

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

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

Article 33 – Academic Opinion

- ~~33.01 — Employees shall not be hindered or impeded in any way by the employer from exercising their legal rights as citizens, nor shall they suffer any penalties because of the exercise of such legal rights.~~
- 33.02 While acknowledging that course materials are determined by the coordinator of each course, **employees shall be free to reasonably express their opinions regarding course content or course materials, in response to concerns raised by students, and be free from discipline or censure for having done so. Any such opinion shall be shared with the course coordinator.** ~~any employee involved in that course has the right of academic opinion.~~
- ~~33.03 — Academic opinion means that employees shall be free to reasonably express their opinions regarding course content or course materials, in response to concerns raised by students, and be free from discipline or censure for having done so. Any such opinion shall be shared with the course coordinator.~~

Article 34 – Appeal Process

This appeal process shall deal with matters that can not be grieved.

- 34.01 An appeal may be launched for disagreements between the employee and their supervisor or course coordinator for issues including, but not limited to, the following:
- (a) assignment of work and scheduling;
 - (b) deemed hours of marking and number of students per block per Articles 12.07 and 12.08;
 - (c) availability hours;
 - (d) record-keeping;
 - (e) course delivery materials (including exams); and
 - (f) ~~unsuccessful completion of Group Study or Study Circle course per Article 7.03.~~
- 34.02 If an employee disagrees with their supervisor or course coordinator on items (a) to (f) above, the employee shall discuss the problem and possible remedies with their supervisor or course coordinator.
- 34.03 If the employee is not satisfied with the supervisor’s or course coordinator’s response, the employee may appeal (which shall be with the assistance of the union), in writing, to the Provost and Vice-President, Academic or designate who shall be another executive officer (“the employer”). The employee with the assistance of the union shall send copies to the **Chief Human Resources Officer** ~~Director, Human Resources~~.
- 34.04 Either the employee or the employer, or the union, may request a meeting to discuss the appeal. Such discussion shall be scheduled mutually within twenty-one (21) calendar days of the request. At the discussion, a union official may accompany the employee.
- 34.05 The employer shall reply in writing to the employee, with a copy to the union, within fourteen (14) calendar days of the meeting.
- 34.06 Regardless of a meeting, the employer shall render a decision in writing to the employee, with a copy to the union, within thirty-five (35) calendar days of receipt of the appeal.
- 34.07 The decision of the employer is final and binding and is not subject to further appeal or grievance.
- 34.08 The timelines in this article may be extended by mutual agreement of the union and the employer. Such agreement shall not be unreasonably denied.

Article 37 - Effective Date and Duration of Agreement

- 37.01 This Agreement has effect from 1 July 2019~~6~~ and lasts until 30 June 2023 19.
- 37.02 Notwithstanding Article 37.01, the Agreement may be amended by mutual agreement of both parties.
- 37.03 After 30 June 2019 this Agreement remains in effect from year to year unless either party gives to the other a notice in writing under Sub-Article 37.04 that it desires to amend the Agreement.
- 37.04 Notice that amendments are desired may be given at any time between sixty (60) and one hundred twenty (120) days before the expiration date of this Agreement or in the same period prior to an anniversary of the expiration date.
- 37.05 When notice of amendment or termination of this Agreement is given, the Agreement continues in force until a new Agreement, or an amendment to this Agreement is ratified and signed by both parties.

~~LETTER OF UNDERSTANDING
PILOT PROJECTS OF NON-STANDARD DELIVERY METHODS~~

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

- ~~1. The employer will provide the union and any affected employees with an outline for the pilot project (for the purpose of obtaining feedback from the union) at least two (2) months prior to implementation. The outline will include: the nature of the project, training needs, evaluation method, compensation including time tracking procedure, if applicable, and assignment of work or posting procedure, if applicable.~~
- ~~2. A pilot project will be for a period of not more than two years. If the employer determines that a pilot project should be continued past two years, the length of the extension will be determined in consultation with the union.~~
- ~~3. Employees engaged in a pilot project will be reimbursed for applicable expenses in accordance with the University Expense Claim Policy adopted by the employer from time to time.~~
- ~~4. Once the pilot project is over, and assuming that the employer wants to regularize the delivery model, the parties will meet to negotiate rates of compensation and the application of the provisions of the Agreement with respect to employee work assignments.~~
- ~~5. Notwithstanding any of the above, no employee will be required to participate in a pilot project. Where an employee declines a pilot project work assignment, the employee's eligibility for future work assignments will not be affected.~~
- ~~6. During the term of this Letter of Understanding, pilot projects shall not be subject to Articles 2.02, 7, and 32.~~

~~This Letter of Understanding shall remain in full force and effect until June 30, 2019.~~

~~ON BEHALF OF _____
THE GOVERNORS _____
OF ATHABASCA UNIVERSITY _____~~

~~ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3911~~

_____ Date _____ Date _____

LETTER OF UNDERSTANDING
Clinical Nurse Instruction

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

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

The parties agree to establish the joint committee.

This Letter of Understanding shall remain in full force and effect until June 30, 2023 19.

Agreed to this **XXth day of Month, Year** ~~16th day of April, 2018~~

(NOTE NOT TO FORM PART OF AGREEMENT: Date to be added upon agreement of renewal of LOU.)

ON BEHALF OF
THE GOVERNORS OF
ATHABASCA UNIVERSITY

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3911

Date

Date

LETTER OF UNDERSTANDING

Re: Holiday Pay

~~The parties agree to establish a committee within sixty (60) days of ratification that will review the language of Article 14 — Paid Holidays.~~

~~Upon mutual agreement of the parties, the language will be amended to reflect current Employment Standard entitlements. Any retroactive pay (if any) will be calculated from the date of ratification.~~

~~This Letter of Understanding shall remain in full force and effect until June 30, 2019.~~

Agreed to this 16th day of April, 2018

ON BEHALF OF _____
THE GOVERNORS _____
OF ATHABASCA UNIVERSITY _____

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3911

Date

Date

LETTER OF UNDERSTANDING

Re: Sick Leave

~~The parties agree to establish a committee within ninety (90) day of ratification that will review the current practice and administration of sick leave.~~

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

~~This Letter of Understanding shall remain in full force and effect until June 30, 2019.~~

Agreed to this 16th day of April, 2018

ON BEHALF OF _____
THE GOVERNORS _____
OF ATHABASCA UNIVERSITY _____

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3911

Date _____ Date _____