

The Governors of Athabasca University (the Board)

and

Athabasca University Faculty Association (AUFA)

Monetary Proposal

January 21, 2022

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

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

Errors and omissions excepted

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

The University would like to work collaboratively with AUFA to amend Article 3. The University's interest in amending Article 3 is to adopt language that addresses the University's strategic plan, strengthens the position of the University as a Research Institution, and responds to the findings of the internal audit.

As part of this discussion and amendments the University would like to introduce a Faculty Evaluation Committee that would be responsible for the following:

- Probation
- Promotion
- Merit increment
- Sabbatical

Additionally, the University is considering the following related to promotion and tenure paths:

- Professors being tenured at time of hire.
- Assistant Professors being awarded promotion upon receiving tenure

Article 6 – Salaries and Economic Benefits

6.1 Salary and Increment Schedule

- 6.1.1 The salary and increment schedule for each Academic rank shall be as set forth in Schedule A-1.
- 6.1.2 The salary and increment schedule for Professional positions shall be as set forth in Schedule A-2.
- 6.1.3 Salary scales and changes to benefit programs which have direct budget implications shall be negotiated between the Board and the Association.
- 6.1.4 When a salary schedule adjustment is authorized by the Board, each Staff Member shall receive a proportionate adjustment in salary.

6.2 Benefits

- 6.2.1 Economic benefits shall be as set forth in Schedule B.

6.3 Salary Increments

- 6.3.1 Salary increments shall be provided for merit and shall be awarded following assessment as provided for in sections 3.3 and 4.3.
- 6.3.2 A Staff Member shall be awarded a merit increment upon the recommendation of the Supervisor and approval by the Executive Officer.
- 6.3.3 A recommendation for a merit increment shall take into consideration information resulting from the annual assessment provided for in Sections 3.3 and 4.3 and such other information as may be considered by the Executive Officer as relevant to the recommendation.
- 6.3.4 When a merit increment is recommended it shall be one (1) increment. The value of the increment shall be 2.8 per cent of regular salary. When an eligible Academic Staff Member's salary is above the “merit ceiling”, the value of the increment shall be 2.0 per cent of regular salary.
- 6.3.5 The merit increment awarded a Staff Member shall neither remove the Staff Member from the Staff Member's rank, nor from the salary range to which the Staff Member's position is assigned, except when a Staff Member is simultaneously promoted.
- 6.3.6 **An Academic Staff Member** ~~Staff Member~~ shall have the right to appeal to the Appeal Committee, as provided in Article 9.5, a written recommendation for a salary increment of less than one (1) merit increment per year.

6.3.7 The President of the Association shall receive a salary increment for the period and portion of time ~~he or she~~ **they** serves in this capacity.

6.4 Other Salary Adjustments

6.4.1 If a Staff Member's duties or the location in which they are to be performed are changed significantly, the Staff Member's salary may be renegotiated within the salary range established for the Staff Member's rank/position providing both the Staff Member and the appropriate Executive Officer agree to do so.

6.4.2 At the end of the first year of a regular appointment, the salary of a Staff Member may be adjusted within the appropriate salary range on the recommendation of the supervisor and the appropriate Executive Officer.

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

a. **not** receive as part of base salary the cost-of-living adjustments agreed to by the Board and the Association; **until such a time that the Staff Member's salary is at or below the maximum of the range;**

b. not be eligible for ~~any further~~ merit increments;

~~6.4.4 A Staff Member (other than those referenced by Section 6.5.3 above) whose position is reclassified to a lower salary range, shall:~~

~~Receive as part of base salary the cost-of-living adjustments agreed to by the Board and the Association~~

~~not be eligible for merit increments in that or successive years.~~

c. on the 1st of July immediately following ~~the~~ **an** evaluation decision, have the Staff Member's base salary reduced by one increment step on the new salary grid which comes into effect on that same 1st of July.

d. shall have this annual reduction of one increment step continued each successive July 1st until the Staff Member's base salary equals the maximum of the range to which the Staff Member's position has been reclassified.

e. ~~shall thereafter receive a base salary equal to the maximum of that range.~~

6.4.54 Notwithstanding Section 6.4.35.4 (a-d), a Professional Staff Member, who on the date of the

reclassification of the Staff Member's position downward, is receiving a salary equivalent to the Long Service Increment (LSI) Ceiling of the salary range to which the Staff Member's position is assigned, shall be eligible for subsequent LSI increments after the July 1st following the reclassification.

- 6.4.65 Notwithstanding any other Section or Clause of this Agreement, a Professional Staff Member (other than those referenced by 6.45.3 or ~~6.5.4 above~~) or Academic Coordinator who has reached the LSI Ceiling of ~~their his or her~~ salary range shall be eligible to receive long service increments (LSIs) as provided for below.
- 6.4.76 Each LSI awarded shall be added to base salary. The value of each LSI increment shall be 1.37% per cent up to the maximum of the range. The LSI shall not remove the recipient from the recipient's rank.
- 6.4.87 An eligible Professional Staff Member or Academic Coordinator shall receive the first LSI when ~~they he or she~~ have:
- a. Held a regular appointment for at least five (5) years; and
 - b. Been paid at the maximum of the Member's salary range for at least one (1) full year; and
 - c. Achieved satisfactory assessment of performance as of the 1st of July in any year.
- 6.4.98 An eligible Professional Staff Member or Academic Coordinator shall receive a further LSI on July 1 of every subsequent year after the awarding of the first LSI conditional upon achieving fully satisfactory assessment of performance during the preceding year until the staff member has reached the maximum of the range and not thereafter.
- 6.5 Acting Pay
- 6.5.1 When a Staff Member is assigned by the appropriate Executive Officer and serves for a continuous period of 42 working days or longer on an acting basis to a professional position that has a higher minimum salary than the Staff Member's current salary, the Staff Member's salary shall be the minimum salary of the range for the position to which the acting appointment was made.
- 6.5.2 When a Staff Member is assigned by the appropriate Executive Officer and serves on an acting basis in a professional position that has a lower maximum salary than the Staff Member's current position, the Staff Member shall continue to receive the Staff Member's current salary for the acting period.
- 6.5.3 Notwithstanding ~~6.56.1~~ above, the President or the President's authorized designee may approve the payment of a salary higher than stipulated by ~~6.56-1~~, provided the maximum salary for the position is not exceeded.

- 6.5.4 The acting period shall not **normally** exceed one year.
- 6.5.5 A Staff Member who has been serving in an acting capacity shall return to the Staff Member's regular position, and the Staff Member's salary shall be re-adjusted to that which would **have been** in effect if the Staff Member had continuously occupied that position.
- 6.5.6 If the acting period is one hundred and thirty (130) working days or longer, the Staff Member's salary shall be readjusted to that which would be in effect if the Staff Member had continuously occupied the position held prior to the acting period, plus a minimum of one additional increment.

Article 13 - Professional Development

13.1 Principles

13.1.1 Staff members are encouraged to participate in the activities of the wider professional community associated with their discipline, profession, or specialty.

13.1.2 Financial assistance and leave or release time may be made available to support the participation of a Staff Member in the activities of the Staff Member's professional community.

13.1.3 The amount of financial assistance which may be made available to Staff Members will be limited in any fiscal year.

13.1.4 There are three sources of funding for professional development and academic research:

- i. Professional Development Fund
- ii. Academic and Professional Development Fund
- iii. Academic Research Committee Fund

13.2 Professional Development Fund

13.2.1 The Board will reimburse a Staff Member for activities consistent with Section 13.1.1 (above) to the maximum specified in Schedule B.

13.2.2 A Staff Member shall be eligible for Professional Development Funds (Schedule B) on a pro rata basis for that portion of the ~~Contract payroll~~ Year in which the Staff Member's employment began or was terminated.

13.3 Academic and Professional Development Fund

13.3.1 The Board will establish an Academic and Professional Development Fund to which Staff Members holding regular or term appointment may apply for assistance for professional development activities beyond those provided in Section 13.2.1.

13.3.2 The Academic and Professional Development Fund Committee shall establish procedures for the awarding of assistance from the fund provided for in Article 13.3.1

13.3.3 Where activities supported under Article 13.3.1 or Article 13.3.2 involve absence from regular duties and responsibilities, such absence may be approved by the appropriate Executive Officer upon the recommendation of the Staff Member's supervisor.

~~13.4 Academic Research Fund~~

~~13.4.1 The Board will establish an Academic Research Fund for the purpose of encouraging and assisting research activities by Staff Members. Monies from this fund shall be allocated by the Academic Research Committee.~~

13.45 Professional Development Leave

13.45.1 Regular full-time Staff Members shall be entitled to twenty-one (21) working days' Professional Development Leave per payroll year.

13.45.2 A Staff Member shall not begin Professional Development Leave without the approval of the Staff Member's supervisor. Such approval shall not be unreasonably withheld.

13.45.3 Professional Development Leave shall not be earned during a **Sabbatical** or leave without pay. **Professional Development Leave shall not be earned** ~~or a sick leave~~ after the second month of ~~leave without pay or sick leave in any year.~~

13.45.4 Salary in lieu of Professional Development Leave will not be paid.

13.45.5 A regular Staff Member shall be eligible for leave on a pro rata basis for that portion of the payroll year in which the Staff Member's employment began or was terminated.

13.4.6 Professional Development Leave cannot be carried over from one payroll year to the next.

Article 14 - Annual Research Leave and Academic Research Fund

- 14.1 The Board recognizes the importance of research within the responsibilities of Academic staff. Staff Members appointed to Academic Co-ordinator positions are not eligible for the provisions of Article 14.
- 14.2 The Board will provide up to twenty-one (21) days of Annual Research Leave for each Academic member of staff. This may be taken in addition to Professional Development Leave provided that the total number of days taken in a given payroll year for Annual Research and Professional Development Leave does not exceed thirty (30) **days**. Annual Research Leave shall be subject to the following conditions.
- a. Eligible Staff Members will prepare a research proposal three months before the commencement of any research leave, such proposal to be filed with and approved by the supervisor of the Staff Member, who must in the event of denial give reasons in writing.
 - b. Research leave days are normally taken as a block of twenty-one (21) continuous days in order to maximize the effectiveness of time taken for research. No more than two such leaves within the twenty-one (21) day limit may be granted in a given payroll year.
 - c. Within one month of completion of research leave, the Staff Member will file with the supervisor a report detailing progress made during the leave and the project status at the completion of the leave period.
 - d. Academic Staff Members are eligible for research leave unless:
 - i. They are excluded from eligibility by 14.4;
 - ii. They are in their first full year of employment as an Academic Staff Member at Athabasca University. Annual Research Leave eligibility commences after the first full year of employment and is prorated during any partial year of employment.
 - iii. Annual Research Leave shall also be prorated in years during which ~~Research and Study Leave~~ **Sabbatical** is taken.
- 14.3 Eligible research activities shall be defined as activities that lead to potential publication of books or of articles in academic journals, to presentation at scholarly meetings, to recognized scholarly contributions via other media than print, or to other recognized contributions to an academic discipline. Research, the purpose of which is solely to keep abreast of developments in a staff member's academic discipline, will not be considered as eligible for research leave; Athabasca University regards the conduct of this type of research as part of the normal duties of an Academic Staff Member, to be incorporated into an academic's regular schedule, rather than as research leave.

- 14.4 Repeated inability of an Academic Staff Member, who has received Annual Research Leave, to publish, to present research results at scholarly meetings, or otherwise contribute to scholarly discussions, may result in loss of eligibility for future research leave to the Staff Member. Loss of eligibility for leave will occur only after consultation between the supervisor and the affected Staff Member.
- 14.5 A Staff Member may appeal to the appropriate Executive Officer:-
- a. rejection of a research leave proposal
 - b. refusal to grant time for an approved research leave proposal.
- The decision of the appropriate Executive Officer will be justified in writing and be final.
- 14.6 Annual Research Leave cannot be carried over from one payroll year to the next.
- 14.7 Salary in lieu of Annual Research Leave will not be paid.
- 14.8 Nothing in the foregoing shall be construed to mean that ongoing research will not occur during times other than a research leave period. A research leave period however is to be seen as a period devoted exclusively to research.
- 14.9 Eligible Staff Members cannot be required to take research leave in any given year. The Board wishes to promote ongoing research activities but recognizes that, in any given year, some Staff Members, after consultation with their supervisor, will wish to devote themselves to other ongoing activities that research leave might hinder.
- 14.10 Annual Research Leave cannot be **accrued** ~~accumulated~~ during **Sabbatical Research and Study Leave**.

14.11 Academic Research Fund

14.11.1 The Board will establish an Academic Research Fund for the purpose of encouraging and assisting research activities by Academic Staff Members. Monies from this fund shall be allocated by the Academic Research Committee.

Article 15 - Research and Study Sabbatical Leave

15.1 Principles

15.1.1 ~~Research and Study Sabbatical Leave~~ is viewed as benefiting **Academic** Staff Members and the University.

15.1.2 Only **Academic** Staff Members holding regular full-time and regular part-time appointment, ~~and Term Staff Members (either Academic or Professional), who have filled a term position for five consecutive years~~ are eligible to apply for **Sabbatical Research and Study Leave**. Such leave granted to regular part-time staff would be in accordance with Articles 3.1.4 and 4.1.4. ~~Staff Members holding term appointments are eligible for Research and Study Leave in accordance with Articles 5.12 and 5.13.~~

15.1.3 ~~Research and Study Sabbatical Leave~~ may be granted subject to operational requirements and will not be unreasonably denied., ~~but~~ **The University retains the right to limit the number of Research and Study Sabbaticals Leaves granted may be limited by faculty** in any year.

15.2 Purpose

~~Research and Study Leave Sabbatical~~ is intended to provide opportunities for research, graduate study, and professional training, or combinations of these, which will increase or broaden the competence of the **Academic** Staff Member and enhance the **Academic** Staff Member's **effectiveness in research, teaching, scholarship, and** value to the University. Where the purpose of such leave is primarily the pursuit of graduate study and/or professional training leading to higher qualification, the University's need for staff with such qualifications shall be considered in evaluating the merits of an application for such leave.

For Academic Co-ordinators, ~~Research and Study Sabbatical Leave~~ is intended to provide opportunities for activities that are directly related to the teaching functions being performed and that will increase or broaden the competence of the **Academic** Staff Member and enhance their ~~Staff Member's~~ value to the University.

15.3 Eligibility

15.3.1 ~~At the end of the twelve months following the granting of appointment for an indefinite term, Academic Staff Members shall be eligible for such Sabbatical leave. After having filled a term position for five consecutive years, a Term Academic Staff Member shall be eligible for such leave.~~

15.3.2 ~~After the granting of appointment for an indefinite term, a Professional Staff Member shall be eligible for such leave.~~

~~15.3.3 Leave or release time may be made available to a Term Professional Staff Member to take Research and Study Leave after the Staff Member has filled a term position for five consecutive years. Such leave shall be granted if recommended by the supervisor and approved by the appropriate~~

~~Executive Officer.~~

15.3.41 After ~~six~~ **three** years of regular full-time continuous service **during which time no Sabbatical was taken, an Academic Staff Member with an indefinite term**, during which time no Research and Study Leave was taken by the Staff Member. Staff Member shall again be eligible for ~~Sabbatical~~ **Sabbatical** such leave. **Sabbatical may be granted for a period of up to twelve months. An “early sabbatical” leave may be awarded after a minimum of three years.**

~~15.3.52~~ Eligibility shall accrue at the rate of two (2) months potential leave for every year of continuous full-time service.

~~15.3.63~~ Research and Study **Sabbatical** Leave may not be taken in anticipation of earning such leave.

~~15.3.74~~ Research and Study **Sabbatical** Leave entitlement may be **accrued** ~~accumulated to a maximum of twelve (12) months.~~

~~15.3.8~~ Staff Member holding a regular full-time appointment that was immediately preceded by a term appointment shall accumulate Research and Study Leave entitlement for all of the term and regular service at two months per year for full-time continuous service (prorated for part-time service).

~~15.3.98~~ For the purposes of determining full-time continuous service as established by Section 15.3.42, leave without pay and ~~Research and Study Sabbatical~~ **Leave** will not be considered as full-time continuous service.

15.4 Duration

15.4.1 A ~~Research and Study Sabbatical~~ **Leave** for Academic Staff Members shall be a ~~minimum of six (6) months and a maximum of twelve (12) months duration, except where shorter leave is approved by the appropriate Executive Officer.~~

~~15.4.2~~ A ~~Research and Study Leave for Professional Staff Members shall be a minimum of two (2) months and a maximum of twelve (12) months duration, except where a shorter leave is approved by the appropriate Executive Officer.~~

15.5 Financial Support

15.5.1 ~~Except as provided hereunder, t~~The Board shall provide to an Academic Staff Member **90 (ninety)** ~~100~~ per cent of salary for the duration of a ~~Research and Study Sabbatical~~ **Leave**. ~~for such leave accrued after July 1, 2000.~~

~~15.5.2 In addition to the provision made for Research and Study Leave in Article 15.5.1, and in accordance with the existing terms of Article 15, and the following terms, the Board shall provide 100 per cent of salary to an Academic Staff Member who elects the Full Salary Option Research and Study Leave for such leave accrued prior to July 1, 2000:~~

- ~~a. such leave shall be a minimum of six months and a maximum of 12 months duration, except where shorter leave is approved.~~
- ~~b. such leave shall be converted and consumed in accordance with the provisions of Schedule F.~~
- ~~c. an application for such leave must include a statement that the Full Salary Option Research and Study Leave is being selected.~~
- ~~d. prior to the granting of such leave, Human Resources will provide to the applicant and the Executive Officer a calculation of the available leave time available to ensure that the requested leave period and salary option is available.~~

~~15.5.3 Except as provided hereunder and in Article 15.8, the Board shall provide to a Professional Staff Member eighty (80) per cent of salary for the duration of a Research and Study Leave.~~

15.5.42A Staff Member on Research and Study **Sabbatical** Leave shall not be entitled to remuneration during the leave from all sources, in excess of 100 per cent of the **Academic** Staff Member's normal salary from Athabasca University without the prior approval of the **Executive Officer Vice President Academic**. Prior approval is not required for income sources that existed prior to the commencement of the **Research and Study Leave Sabbatical**.

15.5.53An **Academic** Staff Member on Research and Study **Sabbatical** Leave who in any calendar month is in receipt of remuneration that does not conform to the terms of 15.5.42 shall promptly report the sources and actual amounts to the **Human Resources Officer Director, Human Resources**. Remuneration in excess of 100 percent of normal monthly salary shall be deducted from the Staff Member's next pay.

15.6 Application

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

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

15.6.32 An application for ~~study~~ **Sabbatical** leave shall include:

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

15.7 Approval

15.7.1 A Staff Member shall be granted ~~Research and Study~~ **Sabbatical** Leave, provided that:

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

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

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

~~15.8 Professional Staff Member Full Salary Option~~

~~15.8.1 Notwithstanding provision made for regular Research and Study Leave, and in accordance to the terms hereunder, Athabasca University shall provide 100 per cent of salary to a Professional Staff Member who elects this option.~~

~~15.8.2 Full Salary Option Research and Study Leave shall be converted and consumed in accordance with the provisions of Schedule F.~~

~~15.8.3 Decisions on the granting of such leave shall be made within two (2) months of the receipt of the formal application by the appropriate Executive Officer.~~

~~15.8.4 A full salary option Research and Study Leave may be taken:~~

- ~~a. In consecutive years provided there is a break of four months prior to the commencement of any subsequent Research and Study Leave;~~
- ~~b. Subsequent to an 80 per cent option leave after three years of regular full-time continuous service.~~

~~15.8.5 An eligible Professional Staff Member who has unsuccessfully applied for a full salary option for Research and Study Leave must wait at least one year before re-applying for either full salary or an 80 per cent salary Research and Study Leave.~~

15.98 Reporting

15.98.1 The Academic Staff member who is granted Research or Study Leave **Sabbatical** shall, within one (1) month of the Academic Staff Member's return from the **Sabbatical** leave, submit a **Sabbatical Summary** written Report to the supervisor including a declaration of income as required by section 15.5.3. This report shall include:

- ~~a. what was accomplished on the study leave;~~
- ~~b. a declaration of income as required by section 15.5.5~~

15.8.2 Within three (3) months of returning from Sabbatical, an Academic Staff member shall present Sabbatical outcomes to the University community.

15.8.3 An Academic Staff Member granted a sabbatical shall undertake to provide return service upon completion of the sabbatical for a period equal to the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an Academic Staff Member shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Academic Staff Member.

15.109 Economic Benefits

15.109.1 While on ~~Research and Study Leave~~ **Sabbatical**, an **Academic** Staff Member shall make contributions to the appropriate pension plan. ~~Athabasca~~ **The University** shall make contributions at the rates provided for in the pension plan. Periods of ~~Research and Study~~ **Sabbatical Leave** shall be counted as time spent in full-time continuous service for the purpose of determining pension benefits.

15.109.2 While on **Sabbatical** leave, an **Academic** Staff Member is eligible for promotion and salary increments as provided for elsewhere in this Agreement.

15.109.3 While on ~~such~~ **Sabbatical** leave, the **Academic** Staff Member shall continue to make contributions as required by statute.

15.109.4 While on **Sabbatical** leave, the **Academic** Staff Member will continue to be eligible for the benefits contained in Schedule B of this Agreement. ~~Athabasca~~ **The University** is not responsible for maintaining the level of benefits, if the benefits or the cost of the benefits are modified by the terms of the **Sabbatical** leave including the **Academic** Staff Member's level of salary and/or the Staff Member's physical location while on leave.

~~15.10.5 Vacation leave, and Professional Development Leave shall not accrue during the period Staff Member is on Research and Study Leave.~~

15.109.65 Vacation leave, **Annual Research Leave**, and Professional Development Leave that, ~~except for Section 15.10.5,~~ would have accrued during **Sabbatical** ~~such~~ leave, shall be deemed to have been taken during **Sabbatical** ~~such~~ leave.

15.110 ~~Research and Study Leave~~ **Sabbatical** Travel and Relocation Fund

15.110.1 ~~The Research and Study~~ **Sabbatical** Leave Travel and Relocation Fund (RSLSTRF) offsets travel, and relocation expenses necessarily and reasonably incurred as a result of activities in accordance with Article 15- ~~Research and Study~~ **Sabbatical** Leave Activities:

a. When a Staff Member travels to locations and for activities integral to the conduct of **their** ~~his or her~~ **Sabbatical** Leave.

b. When a Staff Member and ~~their~~ ~~his or her~~ family (**if applicable**) temporarily relocates residence as a result of a ~~Research and Study~~ **Sabbatical** Leave.

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

15.110.3 Funds shall be disbursed in accordance with the ~~Research and Study Leave~~ **Sabbatical** Travel and Relocation Policy and Procedures. **The Fund shall be administered by the STR Committee.**

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

- ~~a. One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-2.~~
- ~~b. One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-1.~~
- ~~c. A Human Resources officer or designate as a voting member. —~~
- ~~d. The Vice-President, Finance and Administration or designate as a voting member.~~
- ~~e. An Executive Officer or designate appointed by the President as a non-voting chair.~~
- ~~f. RSLTRF Committee members serve two-year terms starting the first month following their selection. Committee members may serve subsequent terms.~~
- ~~g. Each party is responsible for ensuring that their representatives are appointed to the committee.~~

Article 16 - Other Leaves

16.1 General

16.1.1 A Staff Member may apply for and the supervisor may grant leaves of absence with or without pay in circumstances not covered explicitly by other articles.

16.1.2 A Staff Member on a leave of absence without pay may elect to remain a member of employee ~~fringe~~ benefit programs provided that the Staff Member bears the full cost of such participation and the Staff Member's participation is limited to the terms of the current benefit contracts.

16.1.3 Leave with pay for a prescribed period may be granted to regular full-time or part-time Staff Members, and to term Staff Members with at least two years of consecutive service, by the Staff Member's supervisor. The appropriate Executive Officer shall be consulted for leaves greater than three (3) days in length. If it is an emergency that needs to be dealt with immediately, the supervisor can be contacted subsequently. Leave may be granted in the event of:

- a. illness within the Staff Member's immediate family where such leave is for the purpose of making arrangements for the care of the person who is ill, or arrangements for the care of the children;
- b. a death occurring within the Staff Member's immediate family; and
- c. attendance at ~~the a~~ funeral of a relative or friend;
- d. other circumstances warranting such treatment.

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

16.1.5 The applicability of the other Articles of this Agreement to a Staff Member on leave under the provisions of this Article shall be determined and declared by Athabasca University prior to the award of leave.

16.1.6 Notwithstanding anything else in this Agreement, when a regular ~~Professional~~ Staff Member goes on a leave the Staff Member shall normally have the right to return to the Staff Member's previous position, or, if it is not available, to an equivalent position. Prior to the commencement of the leave, the Staff Member, the Staff Member's supervisor, and the appropriate Executive Officer shall reach an understanding regarding which position the Staff Member is likely to return to.

16.2 Exchange Leave

16.2.1 A leave of absence without pay to provide professional assistance on a full-time basis to an outside organization or pursuant to an arrangement for faculty exchange may be granted a Staff Member when the following conditions are met:

- a. The Staff Member's primary duties can be covered by a replacement deemed to be satisfactory by Athabasca University.
- b. Athabasca University's obligations in this section do not extend beyond one (1) year's leave for every six (6) years of continuous full-time service at Athabasca University. Nothing in this section shall preclude further leaves of absence being taken by mutual agreement between the Staff Member and Athabasca University.
- c. Such leave may not be taken in advance of earning such leave except where Athabasca University agrees to waive the six (6) year continuous service section.

16.3 Political Leave

16.3.1 A Staff Member may apply for leave without pay ~~in order to take part in~~ a campaign for public political office. Such a leave will be allowed commencing with the declaration of the election and ending with the proclamation of the election results.

16.3.2 Arrangements for leave appropriate to the circumstances shall be made by mutual agreement for Staff Members elected to public office other than to appointment as a Minister of the Crown, or as an elected member of Federal Parliament.

16.3.3 A Staff Member who becomes an elected member of the Federal Parliament or Provincial Legislature or who is appointed as a Minister of the Crown shall be given leave of absence without pay during the Staff Member's term of office. The leave shall **normally** not extend beyond **four (4) years**. ~~the second term of office.~~

16.3.4 During the period of leave, a Staff Member shall retain the Staff Member's employment status and shall be entitled to such benefits as are available.

16.4 Vacation Leave

16.4.1

- a. Full-time Staff Members shall be entitled to twenty-two (22) working days vacation leave with pay per payroll year.
- b. Full-time Staff Members shall be entitled to twenty-three (23) working days' vacation after completion of 5 years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which five (5) years' service has been

completed.

- c. Full-time Staff Members shall be entitled to twenty-six (26) working days' vacation after completion of ten (10) years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which ten (10) years' service has been completed.
 - d. Full-time Staff Members shall be entitled to twenty-seven (27) working days' vacation after completion of fifteen (15) years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which fifteen (15) years' service has been completed.
 - e. Full-time Staff Members shall be entitled to thirty (30) working days' vacation after completion of twenty (20) years' service. This entitlement will commence at the beginning of the payroll year immediately following the year in which twenty (20) years' service has been completed.
- 16.4.2 A Staff Member shall not commence vacation leave without the written approval of the Staff Member's supervisor. Such approval shall not be unreasonably withheld.
- 16.4.3 Staff Members will normally be expected to take vacation leave entitlement every payroll year. However, the appropriate Executive Officer, on the recommendation of the Staff Member's supervisor, may authorize an accumulation of vacation leave to the entitlement accrued over two (2) calendar years.
- 16.4.4 Vacation leave shall not normally be earned during a leave without pay or a sick leave after the second month of leave without pay or sick leave in any year.
- 16.4.5 Vacation leave entitlement, to the extent earned, may be applied to an absence due to sickness after the expiration of sick leave entitlement or in conjunction with any period of leave without pay, thereby reducing the period without pay.
- 16.4.6 Staff Members are expected to take full advantage of the vacation leave provided. Except where a Staff Member is terminated by Athabasca University, salary in lieu of vacation leave will not normally be paid. (The Staff Member who has been terminated shall receive pay in lieu of vacation leave at the Staff Member's regular rate.)
- 16.4.7 For Staff Members other than regular staff **or for staff starting part year**, rates of remuneration shall be calculated in a manner which accounts for vacation leave on a pro rata basis.
- 16.4.8 Vacation for part-time term appointments of less than one year in length will be paid in lieu of leave at a rate of 8%. After completing one year of part-time employment through a combination of appointments of any length, appointees shall begin to accumulate vacation leave entitlement.

16.5 Sick Leave

- 16.5.1 Regular full-time and part-time Staff Members shall be entitled to not more than six (6) months sick leave with pay and benefits per payroll year.
- 16.5.2 Notwithstanding the provision in Section 16.5.1, a term appointee shall be entitled to a maximum of twenty-one (21) ~~work days~~ sick **days** leave with pay per **payroll calendar** year. A term appointee's sick leave with pay will be pro-rated per pay period ~~U~~ Upon the termination of the appointment, all sick leave entitlements shall be cancelled and no payment shall be due.
- 16.5.3 Where the Staff Member is on ~~illness~~ **sick** leave, leave without pay ~~for medical reasons~~, or Long Term Disability at the commencement of a new payroll year, the leave shall continue from the prior payroll year and not be credited with a new ~~illness~~ **sick** leave entitlement in the next year until the Staff Member has completed one (1) month of active service after the date of the Staff Member's return to work.
- 16.5.4 The Staff Member, to be entitled to sick leave, may be required by a Human Resources Officer to provide proof of sickness. If the Staff Member does not or cannot provide satisfactory proof upon request, the Staff Member's absence will be treated as leave without pay.
- 16.5.5 Sick leave does not include injuries covered under Workers' Compensation.
- 16.5.6 Where a regular full-time or part-time Staff Member sustains an injury in the course of the Staff Member's duties and is eligible for Workers' Compensation, the Staff Member shall be paid that amount necessary to make up the difference between what the Staff Member receives as compensation and the Staff Member's regular salary for the period for which the Staff Member would have been entitled to receive pay had the Staff Member been on sick leave. Such injury leave shall not reduce the Staff Member's regular sick leave entitlement for that year.
- 16.5.7 In the event that the ~~illness~~ **sick leave** of a Staff Member exceeds or is expected to exceed six (6) months, the Staff Member must apply for benefits under the disability insurance program.
- 16.5.8 In no case will salary continue to be paid to a Staff Member who is receiving benefits under the ~~total~~ disability insurance program.

16.8 Compassionate Care Leave

- 16.8.1 A Staff Member shall be granted leave of up to eight (8) weeks without pay to provide emotional support, arrange health care, or directly provide health care to an ill family member who has a significant risk of death. Leave for term staff shall not extend beyond the appointment end date.
- 16.8.2 Leave may be shared by two or more Staff Members of the same family to a cumulative total of eight (8) weeks.

- 16.8.3 For the duration of the leave, the Board and the Staff Member shall continue to pay the same portion of benefit premiums and pension contributions paid while the Staff Member was not on leave.
- 16.8.4 The period of the Staff Member's leave shall be included in the calculation of her/ his length of service for other leaves under articles 13, 14, 15 and 16.

Remove Schedule F**Letters of Agreement/Understanding**

- Letter of Agreement – Market Supplements, Amended July 1, 2006 – **RENEW**
- Letter of Agreement – Professional and Academic Overload, April 22, 2004 – **RENEW**
- Letter of Understanding – Discretionary Benefit Funds, March 14, 2009 – **RENEW**

Term

Term of Agreement: up to four (4) year agreement – July 1, 2020 – June 30, 2024

Cost of Living Adjustment:

- 2020/2021: 0%
- 2021/2022: 0%
- 2022/2023: 0%
- 2023/2024: 0%