

IN THE MATTER OF A COLLECTIVE AGREEMENT

The Governors of Athabasca University (the Board)

and

Athabasca University Faculty Association (AUFA)

February 28, 2022

The Employer is providing the following Settlement Package, on a without prejudice basis as a full settlement of all outstanding items between the Parties. The attached package constitutes a full settlement of all issues and proposals remaining outstanding in this round of negotiations. If this proposed package, or any part thereof is not acceptable, the Employer reserves the right to amend, modify or withdraw this offer in whole or in part and revert to its former positions.

Excluding errors and omissions. All amendments will be effective date of ratification unless specified otherwise.

The Parties agree to recommend to their respective principals the terms and conditions contained in the Memorandum of Agreement.

Legend

Green – Agreed to

Red – Proposed Amendments

Strikethrough – Proposed deletions

Article 1 – Definitions

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

The parties agreed to amend the agreement for gender neutrality.

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

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

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

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

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

~~1.7 “Division” shall mean a combination of organizational units and/or functions as specified by Athabasca University that are administered by a Vice-President or Executive Director; AGREED TO MARCH 25, 2021~~

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

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

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

~~1.11 “Day” shall mean a period of 24 hours; AGREED TO MARCH 25, 2021~~

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

are open (normally, Monday to Friday);

- 1.131 “Month” shall mean a calendar month ~~any period of twenty-one (21) successive working days;~~ AGREED TO MARCH 25, 2021
- 1.142 “Year” shall mean a calendar year ~~any period of 365 successive days;~~ AGREED TO MARCH 25, 2021
- 1.153 “Payroll Year” shall mean a period of time commencing the start of the first biweekly pay period of a year to the end of the last biweekly pay period of the year.
- 1.164 “Continuous Service” shall mean a period of time during which a Staff Member worked as normally scheduled on successive work days, or was on leave as outlined in this Agreement;
- 1.175 “Contract Year” shall mean a year commencing on July 1 and ending on the following 30th of June;
- 1.186 “Annual Salary” shall mean the amount of money paid to a Staff Member for the Staff Member’s stated period of work in any contract year;
- ~~1.19 “Age” shall mean any age of eighteen (18) years or older;~~ AGREED TO MARCH 25, 2021
- 1.2017 “Position” shall mean ~~specific duties~~ normally outlined in a job description and normally performed by one person which has been established by the Board, and which is then defined as full-time or part-time or temporary;
- 1.2118 “Staff Member” shall mean those employees persons designated as academic staff by the Board pursuant to the Post-Secondary Learning Act. This applies to all employees persons who are subject to this Agreement, of whom there are two sub-groups:
- 1.2118.1 “Professional Staff Member” shall mean a Staff Member designated as such by the Board in the terms of the Staff Member’s appointment, and who is therefore subject to those sections of this Agreement that apply only to Professional Staff Members (P);
- 1.2118.2 “Academic Staff Member” shall mean a Staff Member designated as such by the Board in the terms of the Staff Member’s appointment, and who is therefore subject to those sections of this Agreement that apply only to Academic Staff Members (A). For Academic Co-ordinators, exceptions are noted in the relevant sections.

- 1.2219 “Appointment” shall mean the employment of a person to an established position; appointments can be regular full-time or part-time, term, contingent, or probationary as outlined in the Agreement;
- 1.230 “Human Resources Officer” shall mean a person or persons so designated by Athabasca University or a person authorized or delegated to act in that capacity;
- 1.241 “Principle Residence” shall mean a house or an identifiable unit within a building (apartment, row house, etc.), where a Staff Member, in the settled routine of the Staff Member’s life, regularly, normally, or customarily lives.
- ~~1.25 “Academic Co-ordinator” shall mean an Academic Staff Member appointed to an academic position whose sole criterion for appointment shall be academic and professional effectiveness as described in Article 3.7.3.a.~~

Article 2 – Scope, Duration, Renewal and Amending Procedures

2.1 Scope

- 2.1.1 The Board recognizes the Association as the sole and exclusive bargaining agent for all Staff Members who occupy positions that have been designated academic as set forth in the Post-Secondary Learning Act.
- 2.1.2 All Staff Members who are designated as academic staff shall become members of the Association and remain members throughout their employment as academic staff.
- 2.1.3 All members of the Association shall pay the Association’s membership fee, as determined from time to time by the Association.
- 2.1.4 Athabasca University shall deduct Association dues from each member’s salary and remit such fees to the Association.
- 2.1.5 The Board shall give ~~the Professional Officer of~~ the Association electronic access to the following: **AGREED TO MARCH 25, 2021**
- a. on a biweekly basis:
 - i) a current list of all Staff Members designated academic, including their classification/rank and/or leave status;
 - ii) Term appointments under 5.2 (g), as per article 5.8
 - iii) Union dues report;
 - iv) Overload contracts;
 - v) Copies of the templates for all AUFA letters of appointment
 - vi) Employee Id;
 - vii) Location of work;
 - viii) Department;
 - ix) Address;
 - x) The Full-time equivalency ~~of every AUFA member~~ (FTE)
 - b. on a yearly basis:
 - (i) Term appointments according to Article 5.11 (o)
 - (ii) List of contracts according to Letter of Understanding:
Contracting Out
 - (iii) Salary report by age, rank and hire date

(iv) Market supplements

- 2.1.6 ~~The Board agrees that as long as standard serviced office space is available at the Athabasca University Central Office, it will provide such space to the Association at no charge to the Association. The Board also recognizes the right of the Association to maintain a bulletin board at Athabasca University Central office outside its office. The Board will provide the Association with access to its internal computing, mail, and meeting room services at no charge to the Association. In addition, the Board shall provide the Association with software updates where licensing arrangements allow for them. However, any incremental costs associated with the activities of the Association must be borne by the Association.~~
- 2.1.7 ~~Staff Members who occupy positions specified in Schedule C shall be subject to certain restrictions on their rights and responsibilities as Association members during their tenure in such a position. Such members shall:~~
- ~~a. not be eligible to serve in Association office, or on Association committees, or as Association representatives;~~
 - ~~b. not have the grievance procedure as outlined in the Agreement available to them;~~
 - ~~c. have an alternate procedure to the grievance procedure available;~~
 - ~~d. be permitted to substitute a personal nominee to a position which would otherwise be filled by an Association representative on an appeal committee;~~
 - ~~e. be eligible for all other rights and benefits available to any Association member.~~
- 2.1.8~~7~~ Staff members who are elected or appointed to committees must resign from these committees if they are absent ~~not in attendance at the University~~ due to research and study leave, or illness or other extended absence. Staff members who do not resign will be removed from the committee. **AGREED TO MARCH 25, 2021**

2.2 Term and Renewal of Agreement AGREED TO JANUARY 31, 2022

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

of this Collective Agreement shall continue until either:

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

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

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

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

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

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

~~2.3 Renewal and Amendment~~

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

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

2.43 Security of Employment

2.43-1 The Association recognizes the authority of the Board to restructure the academic programs, activities, centres, and departments of Athabasca University from time to time. This includes the flexibility to create, add to, discontinue, delete from, and change academic programs and their support structures.

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

2.54 Joint Labour Management Process

- 2.54.1 The Association and the Board recognize that labour management issues will arise from time to time regarding the terms and conditions of the Agreement as well as Athabasca University policies and procedures.
- 2.54.2 To facilitate the discussion and resolution of labour management issues, a joint Labour Management Committee (LMC) shall be struck.
- 2.54.3 The LMC shall function in an advisory capacity to both parties. The LMC does not have the power to modify the terms and conditions of this Agreement. Discussions held within the LMC shall be without prejudice.
- 2.54.4 The Labour Management Committee shall consist of three (3) and not more than five (5) representatives of each party. Quorum for LMC meetings shall be four (4) representatives, two from each party.
- 2.54.5 Meetings shall normally be held ~~at least~~ once every four months, ~~with dates and locations to be mutually set for subsequent meeting(s) at the conclusion of the prior meeting.~~ Additional meetings may be held upon the request of either party. ~~LMC meetings shall also be held upon the request of either party.~~ AGREED TO MARCH 25, 2021

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

3.1 Appointment

3.1.1 Regular Appointments, regardless of position, may be probationary, or continuing for an indefinite term, and shall be either full-time or part-time in nature. Regular appointments shall be made in accordance with the criteria in 3.7 and 3.8.

3.1.2 An Academic Staff Member appointed to the rank of Professor shall not serve a probationary period.

3.1.3 Normally, an Academic Staff Member appointed to the rank of Associate Professor shall serve a probationary period of two (2) years.

3.1.4 All other Academic Staff Members shall serve a probationary period of four (4) years.

3.1.5 For appointments with probationary periods of four (4) years where such an appointment was immediately preceded by a term appointment at the same rank or by an appointment for an indefinite term at another educational institution, the probationary period may be reduced to no less than two (2) years upon the recommendation of the Dean or delegate and approval from the appropriate Executive Officer.

3.1.6 A research grant may be offered to new Academic Staff Members upon appointment. A grant shall be to a maximum of \$15,000 per annum for up to three years. Academic Coordinators are ineligible to receive such a grant.

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

3.1.8 When a regular position becomes vacant or is newly established, and a term Academic Staff Member, hired through open competition for the term work, has been satisfactorily performing the same job duties at the same rank for at least thirty-six (36) months, the term Academic Staff Member shall be appointed to the position. The Academic Staff Member will serve a probationary period as set out in Article 3.

3.1.9 In case of indefinite term employment at another educational institution, the President may, in exceptional circumstances, waive a probationary period.

3.2 Appointment Procedure

3.2.1 The Board shall establish each position to which the provisions of the Agreement apply and

shall specify the kind of appointment that may be made and the classification or rank approved for the appointment.

3.2.2 Availability of academic positions will be publicly advertised both internally and externally.

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

3.2.4 Where a position becomes vacant within twelve (12) months of a new appointment, the Search Committee may choose to recommend another qualified candidate for appointment from the original search file rather than conduct a new search. In such cases the Association shall be consulted in writing prior to the Search Committee recommending such an appointment to the appropriate Executive Officer. The Association shall have 5 (five) working days, or longer at the mutual agreement of the parties, to respond.

3.2.5 Upon approval of the recommended candidate by the appropriate Executive Officer, Human Resources will make an offer of appointment to the recommended candidate.

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

3.3 Probation

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

3.3.2 Athabasca University must make a fair assessment and give the probationary Academic Staff Member a fair opportunity to demonstrate the probationary Academic Staff Member's ability.

3.3.3 The Academic Staff Member must make every reasonable effort to meet the requisite criteria and standards of performance.

3.3.4 The probationary period:

a. shall commence from the date of the appointment.

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

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

- ii. the Academic Staff Member has been absent on Long Term Disability.
- c. The extension of a probationary period shall be for a period of time equivalent to the total amount of time the Academic Staff Member was absent under 3.3.4 (b), to a maximum of eighteen (18) months. The probationary period may be extended a further one year at the discretion of the Executive Officer.

3.4 Probationary Review for Academic Coordinators and Lecturers

3.4.1 Normally nine (9) months, but not later than four (4) months prior to the end of the probationary review, a Tenure Review Committee shall review the appointment and performance and shall recommend, in writing, one of the following courses of action to the appropriate Executive Officer, for approval, with a copy to the supervisor:

- i. appointment for an indefinite term;
- ii. if not previously extended, extension of probationary period for a further period not to exceed one year;
- iii. termination of appointment prior to or at the end of the term of the probationary period.

3.4.2 In exceptional cases, an Academic Coordinator or Lecturer may request the review mentioned in Article 3.4.1 earlier than the final year of a probationary period with the approval of their Dean or delegate. The request may be initiated anytime following the end of the twenty-fifth (25) month of the probationary period.

3.4.3 Academic Coordinators and Lecturers shall have their probationary review conducted by a committee having a composition similar to that of the search committee recommending their initial appointment.

3.4.4 The appointee shall be advised of the probation decision in writing no later than three (3) months prior to the end of the term of the probationary period.

3.4.5 An Academic Staff Member shall have the right to appeal the probationary review decision to the Appeal Committee as provided in Section 9.5.

3.5 Promotion and Probationary Review for Assistant Professors, Associate Professors and Professors

3.5.1 Assistant and Associate Professors holding a regular appointment, who have completed two years of their probationary period are eligible for promotion.

3.5.2 For Assistant Professors, applications for probationary review and promotion to the rank of Associate Professor shall proceed together.

3.5.3 In exceptional cases, an Assistant Professor may be considered for probationary review and promotion earlier than the final year of a probationary appointment with the approval of their Dean or delegate. The request may be initiated anytime following the end of the twenty-fifth (25) month of the probationary period.

3.5.4 An Associate Professor may be considered for probationary review without seeking promotion.

3.5.5 An eligible Academic Staff Member may be recommended for promotion or may request promotion in writing to their Dean, who shall acknowledge receipt of the request in writing and shall notify the Staff Member in writing, if supported.

3.5.6 (a) For probationary review and/or promotion applications, the Academic Staff Member shall supply the names of four (4) external referees. The Executive Officer shall select three (3).
(b) The Executive Officer will select an additional external referee of senior status in the same discipline or profession as the Academic Staff Member.
(c) Referees must be suitably qualified with expertise in the candidate's discipline, impartial, appropriate, and capable of making an assessment with no conflict of interest. Referees will hold a rank at or above the rank being sought. Where appropriate to the application, an Indigenous Elder or knowledge holder is considered to hold an equivalent rank. The referee shall be at arm's length from the candidate.

3.5.7 In order to be promoted to the rank of Associate or Full Professor, an Academic Staff Member must show that the evidence favours granting the promotion.

3.5.8 The Faculty Evaluation Committee shall review the application and make a recommendation in writing to the appropriate Executive Officer for their approval.

(a) A recommendation on a probationary review application will be one of the following courses of action:

- i. appointment for an indefinite term;
- ii. if not previously extended, extension of probationary period for a further period not to exceed one year;
- iii. termination of appointment prior to or at the end of the term of the probationary period.

(b) A promotion to Associate Professor cannot be recommended without an appointment for an indefinite term.

(c) Where a request for promotion to Professor is unsuccessful, a new request may be made provided at least one year has elapsed from the date of the previous request.

3.5.9 The applicant shall be advised of the decision in writing no later than three (3) months prior to the end of a probationary period.

3.5.10 Academic Staff Members shall have the right to appeal the decision in Section 3.5.9 to the Appeal Committee as provided in Section 9.5.

3.5.11 The effective date of an awarded promotion will be the beginning of the contract year following the contract year in which the Dean formally approved that the request for promotion be considered by the Faculty Evaluation Committee.

3.6 Determination and Performance of Duties

3.6.1 An individual becomes an Academic Staff Member on appointment to an established position which has been defined by a set of inter-related duties and responsibilities supporting the objectives and functions of the department or organizational unit in which the position has been established. These duties and responsibilities shall be in accordance with the criteria in 3.7 and 3.8.

3.6.2 The duties and responsibilities associated with a position shall be defined by the supervisor and approved by the appropriate Executive Officer. The resultant job description shall be made available to the incumbent of the position or any appointees thereto.

3.6.3 The Dean or designate shall be responsible for working with the Academic Staff Member to ensure that the duties and responsibilities defined for a position are properly carried out by the incumbent.

3.6.4 The annual duties of an Academic Staff Member shall be negotiated by the Academic Staff Member and the Dean or designate with due consideration given to all relevant factors including the equitable distribution of overall work of the Faculty.

3.6.5 An Academic Staff Member's performance of the duties and responsibilities of the Academic Staff Member's position shall be subject to periodic assessment. Such assessment is intended to promote an Academic Staff Member's academic development and help the Academic Staff Member maintain or improve the Academic Staff Member's performance at or above a fully satisfactory standard.

3.6.6 In the event of a dispute between an Academic Staff Member and their supervisor with respect to the Staff Member's duties, responsibilities, or the performance thereof, the Staff Member may apply to the appropriate Executive Officer and President, in that order, for a written decision.

3.6.7 In the event the Staff Member's supervisor is an Executive Officer other than the President, the President shall appoint another Executive Officer to act as the appropriate Executive Officer for the purposes of Article 3.6.6.

3.6.8 In the event the Staff Member's supervisor is the President, the Chair of the Board shall appoint another Executive Officer to act as Executive Officer, and in the event the matter remains unresolved, shall appoint a second Executive Officer to act as the President for the purposes of Article 3.6.6.

3.6.9 Where the Staff Member is required to take on extra duties and/or responsibilities the Staff Member's salary may be adjusted in accordance with Section 6.5.1.

3.6.10 If a Staff Member's duties are changed significantly, the type of the appointment which the Staff Member holds may be changed to Professional, providing that both the Staff Member and the appropriate Executive Officer agree to the change.

3.6.11 If the Staff Member's supervisor changes during the performance evaluation period, then the Staff Member's performance shall be evaluated by:

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

3.7 Criteria for Staff Member Appointment and Academic Promotion

3.7.1 Within the limitations set by this article, Athabasca University may develop supplementary policies relating to the criteria in the sections above. Such policies shall be made known to all Staff Members affected thereby.

3.7.2 The criteria shall be weighted according to the duties that have been assigned to the Academic Staff Member over the period of reference, including administration, and shall be applied in recognition of the guidelines described in 3.8.

3.7.3 The criteria for Academic Staff Members appointed to Academic Coordinators and Lecturers shall be Teaching and Learning and Service to University and Society (as described below), with the balance between the two areas agreed to by the supervisor and the Staff Member.

3.7.4 The criteria for appointment and promotion for Staff Members appointed to other Academic Positions shall be:

a. Teaching and Learning

Academic and professional effectiveness requires a concentrated and successful effort to create the best possible learning experience for students and to develop and facilitate the functions supporting instruction. Where relevant it involves continuing quality in:

- academic instruction and support to learners in achievement of learning outcomes
- design and development of credit curriculum, programming and content, including the development of learning outcomes, pedagogical innovation, new program proposals and program reviews,
- Overall responsibility for course delivery, including student assessments and supervision of course team members;
- the supervision of students; and,
- the mentoring of colleagues.

It involves maintaining currency in disciplinary areas and pedagogy through participation in seminars and colloquia, in the design of innovative methods of teaching, and in contributions to the instructional, academic support, and administrative support activities of the University. Effectiveness may be assessed by a variety of means including evaluation by fellow Staff Members and through institutional appraisals.

b. Research and Scholarship

Efforts shall be made to evaluate the Academic Staff Member's contributions to advancing knowledge in their specific discipline(s). Research activity and output that may be considered include, but are not limited to:

- first, the publication of peer-reviewed books, monographs, contributions to edited books, papers in refereed journals, and events that demonstrate relevant scholarly and creative activities with an emphasis on open publication
- second, seeking and securing external grants to launch and sustain a growing research program;
- third, the publication of other (non-refereed) scholarly books, monographs, papers and publications;
- fourth, papers delivered at professional meetings;
- fifth, participation in panels;

Forthcoming research accepted for publication may be considered, with evidence of such acceptance.

The impact of thought leadership through knowledge mobilization will also be considered. Factors that may be considered include, but are not limited to:

- the influence and integration of research outcomes in society and culture as evidenced by quantitative data/analytics and qualitative evidence of research uptake;
- mobilization of research outcomes through open and non-traditional forms for public impact;
- research that generates innovation leading to demonstrated environmental, social, cultural, or economic impacts;
- evidence of knowledge engagement for research in, with, or through external partners;
- where appropriate, other evidence of research impact.

c. Service to the University and Society

Recognition shall be given to the contribution of the Staff Member to the intellectual climate of the University through seminars, recitals, discussions, readings, and debates; to the effectiveness of contributions to the work of Athabasca University and its Councils and Committees; to activities related to the administrative functions of Athabasca University. General contributions to society shall include public lectures and participation in professional, academic, governmental, and community organizations related to the Staff Member's field and appointment

3.8 Guidelines for Application of Criteria

Note: Where “years of experience” is mentioned, it refers to full-time experience.

3.8.1 Academic Positions

a. Professor

Demonstrated capability in and direct relevance of training, experience, and scholarly and professional achievement to digital, adult, and/or non-traditional higher education;

Minimum of ten years academic and/or, in selected disciplines, directly relevant professional experience, with at least five years at levels beyond an assistant professor equivalent;

Significant and consistent record of academic professional achievement and contribution to the Staff Member’s field (through refereed and/or other significant publication or achievement, or equivalent evidence of creative achievements);

A relevant terminal academic credential, typically a doctorate. Where appropriate for the discipline, an advanced degree in combination with a professional designation/credential in their specific and relevant discipline with direct relevant academic and/or professional experience may be considered;

Significant record of public and/or University service ability and contribution and/or a demonstrated national reputation in the Staff Member’s field of study.

b. Associate Professor

Directly relevant experience in digital, adult, and/or non-traditional higher education;

Five to ten years academic and/or, in selected disciplines, directly relevant professional experience, with a minimum of three years at or beyond assistant professor equivalent;

Effective record of contribution to the Staff Member’s field (through appropriate refereed publication, or equivalent evidence of creative achievements) or to the Staff Member’s profession with evidence of maturity of scholarship and/or professional achievement;

A relevant terminal academic credential, typically a doctorate. Where appropriate for the discipline, an advanced degree in combination with a professional designation/credential in their specific and relevant discipline with direct relevant academic and/or professional experience may be considered;

Evidence of significant public or University service contribution.

c. Assistant Professor

Three to five years relevant academic and/or discipline-related professional experience;

digital, adult, and/or higher education experience desirable;

A relevant terminal academic credential, typically a doctorate, (or anticipated completion within the first year of appointment). Where appropriate for the discipline, an advanced degree in combination with a professional designation/credential in their specific and relevant discipline with direct relevant academic and/or professional experience may be considered;

Evidence of the successful initiation of research and scholarly work or comparable professional or creative work is required

d. Lecturer

Master's degree or acceptable professional qualification directly relevant to the disciplinary area, for example, CPA, RIA; Some academic professional experience desirable.

e. Academic Coordinator

Master's Degree or equivalent. Three to five years relevant academic and/or discipline-related professional experience; digital, adult, and/or higher education experience desirable;

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

4.1 Regular Appointment

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

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

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

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

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

4.2 Probation

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

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

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

- ~~4.2.4. a. The probationary period shall extend from the date of appointment.~~
- ~~b. The probationary period shall be extended, upon the Staff Member's return to regular duties if, during the probationary period:~~
- ~~i) the Staff Member has been absent on one or more leaves under Article 16 that are at least six (6) months in total duration; and/or~~
 - ~~ii) the Staff Member has been absent on Long Term Disability.~~
- ~~c. The extension of a probationary period under 4.2.4 (b) shall be for a period of time equivalent to the total amount of time the Staff Member was on leave under Article 16 and/or on Long Term Disability, to a maximum of one year.~~
- 4.2.4 The probationary period may be extended **up to one (1)** further ~~one~~ year at the discretion of the Executive Officer.
- ~~4.2.5 Normally six months but not later than four months prior to the end of the term of an initial probationary period, a Review Committee having a composition similar to that of the Search Committee recommending initial appointment shall review the appointment and performance and shall recommend one of the following courses of action to the appropriate Executive Officer for approval:~~
- ~~a. Regular Full or Part time appointment;~~
 - ~~b. extension of probationary period for a further period not to exceed two years;~~
 - ~~c. termination of appointment prior to or at the end of the term of the probationary period.~~
- ~~4.2.6 The appointee shall be advised in writing with respect to continuation not later than three months prior to the end of the term of the probationary period.~~
- 4.2.5 Notwithstanding 7.1, at any time during the probationary period, the Employer may terminate the employment of a probationary Employee. A probationary employee may grieve a dismissal, but the answer provided at Step 2 of Article 8 shall be final and binding upon the parties hereto and upon any employee concerned.**
- ~~4.2.7 Not later than six months prior to the end of the term of an extended probationary period, a Review Committee having a composition similar to that of the Search Committee recommending initial appointment shall review the appointment and performance and shall recommend one of the following courses of action to the appropriate Executive Officer for approval:~~

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

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

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

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

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

4.3 Determination and Performance of Duties

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

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

4.3.3 Subject to operational requirements, Reasonable time shall be made available for the Staff Member to have the opportunity to participate in relevant Councils and Committees of Athabasca University, including the Athabasca University Faculty Association. ~~In extraordinary circumstances, operational requirements may take priority.~~

- 4.3.34 The annual duties and responsibilities assigned to a Staff Member shall be no greater than it is reasonably possible for the individual to accomplish in a working year (exclusive of leaves, time off and paid holidays to which the Staff Member is entitled under articles 15, 16, 17 and 18). A Staff Member has the right to meet with his or her supervisor to discuss any workload matter at any time. The Staff Member and the supervisor shall jointly resolve any disagreements regarding workload in a timely manner.
- 4.3.45 A Staff Member's performance of the duties and responsibilities of the Staff Member's position shall be subject to periodic assessment. Such assessment is intended to promote a Staff Member's professional development and help the Staff Member maintain or improve the Staff Member's performance at or above a fully satisfactory standard.
- 4.3.56 In the event of a dispute between a Staff Member and the Staff Member's supervisor with respect to the Staff Member's duties, responsibilities, or the performance thereof, the Staff Member may apply to the appropriate Executive Officer ~~and the President, in that order,~~ for a written decision.
- 4.3.67 In the event the Staff Member's supervisor is an Executive Officer other than the President, the President shall appoint another Executive Officer to act as the appropriate Executive Officer for the purposes of Article 4.3.5.
- 4.3.78 In the event the Staff Member's supervisor is the President, the Chair of the Board shall appoint another Executive Officer to act as Executive Officer, and in the event the matter remains unresolved, shall appoint a second Executive Officer to act as the President for the purposes of Article 4.3.5.
- 4.3.89 Where the Staff Member is required to take on extra duties and/or responsibilities, and where reclassification is not warranted, the Staff Member's salary may be adjusted in accordance with Section 6.5.1.
- ~~4.3.9 If a Staff Member's duties are changed significantly, the type of the appointment which the Staff Member holds may be changed to Academic, providing that both the Staff Member and the appropriate Executive Officer agree to the change.~~
- 4.3.10 If the Staff Member's supervisor changes during the performance evaluation period, then the Staff Member's performance shall be evaluated by:
- If the supervisory period is eight (8) months or longer, the ~~new~~ current supervisor;
 - ~~If the new supervisory period is four (4) months or less, the old supervisor;~~

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

4.4 Term Assignment

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

4.5 Professional Position Evaluation

- 4.5.1 A Professional Staff Member, the supervisor, or the appropriate Executive Officer, shall be entitled to ask for a review each time the job description has changed (as indicated by the receipt by a Human Resources Officer of a revised job description signed by the appropriate Executive Officer).
- 4.5.2. Upon receipt of a written request for a position evaluation review a Human Resources Officer shall review the position, call a **review** meeting of the ~~Position Evaluation Committee~~ **Human Resources Classification Review Committee** within 40 working days, and notify the requester and incumbent (if any) the Committee's decision within 10 working days **of the review meeting.** ~~Results of a position review may be appealed according to the Appeal procedure (Section 9.6).~~
- 4.5.3 In the event that the ~~Human Resources Classification Review Committee~~ **Position Evaluation Committee** reviews the evaluation of a position and determines that the position should be revised upwards to a higher salary range, the new evaluation and salary range will take effect at the beginning of the month in which the written request was received in Human Resources (4.5.2) and will apply to the incumbent in the position. In this case, the Staff Member's salary will be automatically increased to the minimum salary of the revised salary range. Where the Staff Member's salary in the lower range exceeds the minimum of the revised range, one additional increment will be applied. Any further increase shall be handled in accordance with the provisions of clause ~~6.4.0~~ **6.5.1.**

- 4.5.4 In the event that the ~~Human Resources Classification Committee~~ **Human Resources Classification Committee Position Evaluation Committee** reviews a position and determines that the position should be placed in a lower salary range, the incumbent's salary shall be adjusted in accordance with clauses ~~6.4.4~~ **6.4.4**, ~~6.5.4~~ **6.4.5** or ~~6.5.6~~.
- 4.5.5 Should the present salary of the incumbent who has requested position review be within the salary range for the position, the salary may still be raised in accordance with the provisions of clauses 4.3.8 and 6.5.1-
- 4.5.6 **If the Professional Staff Member, the supervisor, or the appropriate Executive Officer disagree with the result of the position evaluation, a secondary review may be requested in writing to the Human Resources Officer, who will call a secondary review meeting with the Position Evaluation Committee, to be held within 40 working days. The Human Resources Officer will notify the requester and incumbent (if any) of the secondary review decision within 10 working days of the review meeting. The decision of the Position Evaluation Committee is final and binding.**
- 4.6 Appointment Procedure
- 4.6.1 The Board shall establish each position to which the provisions of this Agreement apply, and shall specify the kind of appointment that may be made and the classification or rank approved for the position.
- 4.6.2 Availability of professional positions will be publicly advertised both internally and externally.
- 4.6.3 Applications for appointment to a continuing position shall be considered by a Search Committee.
- 4.6.4 If the appropriate Executive Officer approves a recommended candidate, the Executive Officer shall **notify a Human Resources Officer** ~~request the President~~ to make an offer of appointment ~~to the recommended candidate specifying the classification/rank, salary and other conditions and the President (or designate) shall make available an electronic copy of the Agreement.~~
- 4.6.5 Exemptions from the normal appointment procedure specified in this article may occur only if a position becomes vacant within six months after a new appointment to the position has commenced. In such a case, the Search Committee may choose to recommend another qualified candidate for appointment from the original search file rather than conduct a new search. ~~In such cases the Association shall be consulted in writing prior to the Search Committee recommending such an appointment to the appropriate Executive Officer. The Association shall have 5 (five) working days, or longer at the mutual agreement of the~~

~~parties, to respond.~~

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

4.7 Promotion Of Staff Members

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

- i. as outlined in the Position Evaluation section (Section 4.5)
- ii. as a result of being a successful applicant to a professional position to which a higher salary range is attached.

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

- i. The appointment procedures as outlined in Section 4.6 shall apply.
- ii. Notwithstanding Section 4.6, in the case of applicants with equal qualifications, first consideration shall be given to internal applicants.

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

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

4.8 Criteria for Staff Member Appointment

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

Article 5 - Term Appointments

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

Establishment

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

- a. the appointment is a replacement for a Staff Member on leave or on another assignment of duties;
- b. the appointee is inappropriately qualified for regular appointment and is being appointed because a person with the required qualifications is not available at the time;
- c. the appointee is required to upgrade their educational qualifications in order to meet the requirements of a permanent professional position as a ~~term~~ and condition of employment (as identified in their letter of offer). Once the educational requirements are fulfilled, the probationary review process under Article 4 will commence **twelve (12)** ~~twenty-four~~ months into the term. If the staff member does not attain the required educational qualifications in the specified time, the term position will terminate and the staff member will not be considered for regular appointment or, at the discretion of the President, the term position may be extended;
- d. the duties associated with the position are for a limited period and are not expected to be required to be performed after the specified date;
- e. the appointment is necessitated by the sudden unforeseen departure of a Staff Member on regular appointment;
- f. the appointment is contingent upon one or more term-specific collaborative agreements signed between the University and a collaborative partner, including, but not limited to, other post-secondary institutions, Indigenous education centres, and private sector organizations;

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

Duration

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

described in **Article 3** shall apply.

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

Notice and Termination

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

- ~~b. one (1) month's salary for each unfulfilled contract year to a maximum of five (5) month's salary.~~

Scope

~~5.11~~**5.10** The provisions of the following articles shall also apply to all term appointees:

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

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

- a. Article 3.25 – Appointment Procedure, for appointments of six (6) months duration or more)
- b. Article 3.6 Determination and Performance of Duties
- c. Article 3.65 – Promotion of Staff Members, with exception of Academic Co-ordinators, Article 3.65 will apply in its entirety with the following changes:

~~3.6-25.1 Assistant and Associate Professors Academic Staff Members~~ holding a regular appointment who have completed two years of a term appointment are eligible for promotion.

- d. Article 3.7 –Criteria for Staff Member Appointment and Academic Promotion
Term appointments shall be made in accordance with the criteria in this article.
- e. Article 3.8 –Guidelines for Application of Criteria, Term appointments shall be made in accordance with the guidelines in this article.
- f. Article 9 – Appeal Procedures, will apply in its entirety (except for references to probation)
- g. Article 13–Professional Development–Research (pro-rated for part-time)
- h. Article 14–Annual Research Leave, ~~with the exception of Academic Co-ordinators who are not eligible for ARL~~, this Article applies only to Term Academic Staff Members whose initial or subsequent term of appointment exceeds one year (pro-rated for part-time).
- i. ~~Article 15 – Research and Study Leave~~

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

~~15.1.2 amended to include term Staff Members~~

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

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

5.13~~2~~ In addition to the Articles listed under 5.11 the following Articles will also apply to Term Professional Staff Members:

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

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

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

Article 6 – Salaries and Economic Benefits

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. receive as part of base salary the cost-of-living adjustments agreed to by the Board and the Association;
 - 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:
- a. not be eligible for merit increments in that or successive years.
 - b. on the 1st of July immediately following the 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.
 - c. 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.

- d. shall thereafter receive a base salary equal to the maximum of that range.
- 6.4.5 Notwithstanding Section 6.4-5.4 (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.
- 6.4.6 Notwithstanding any other Section or Clause of this Agreement, a Professional Staff Member (other than those referenced by 6.4.5.3 or 6.5.4.4 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.
- 6.4.7 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.
- 6.4.8 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.
- 6.4.9 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 7 - Discipline

- 7.1 No Staff Member shall be suspended or dismissed nor shall any other disciplinary action be taken, except in accordance with the procedures established by this Article.
- 7.2 The procedures established by this Article are designed to ensure that decisions about suspensions or dismissals will be rendered impartially through a process that results in neither the silencing of unwelcome opinions nor the protection of incompetence or neglect.
- 7.3 When the ~~supervisor~~ **Board** considers that a problem exists with a Staff Member, the matter shall be investigated ~~by the supervisor~~ and, as part of that investigation, the Staff Member and the Association ~~Executive Director Professional Officer and /or Grievance Officer~~ **Executive Director** shall be informed of the nature of the problem. In cases involving suspected criminal activity, the Association President and the President shall also be informed.

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

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

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

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

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

~~the Executive Officer shall give written notice that discipline is being applied, [giving particulars thereto, including specific details of the incident(s) leading to this~~

~~disciplinary action] to the President, to the Association President in confidence, and to the Staff Member.~~

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

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

~~iv) dismissal;~~

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

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

~~7.6~~ 6 Neither Section 7.5 (a) or (b) are **is not** to be construed as preventing the President from acting on the written request of the Staff Member or on behalf of the appropriate Executive Officer to relieve the Staff Member from duty temporarily with pay, pending investigation of a situation.

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

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

~~7.7.1. In cases in which the President has acted under Section 7.3 or Section 7.76, subsequent to receipt of discipline pursuant to Section 7.65 (a), or to receipt of notice of impending~~

~~discipline [Section 7.5(b)], the Staff Member shall have ten (10) working days from date of receipt of the written notice under Section 7.56 to notify the President that the Staff Member wishes to have the discipline decision submitted to appeal as provided herein.~~

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

~~7.9. Appeal Committee~~

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

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

~~7.10. Procedures~~

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

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

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

~~7.10.4 Each party shall have the right, either personally or by agent or counsel, to adduce~~

~~evidence, to call and examine witnesses, to cross-examine witnesses, and to address the Committee, and the Committee shall have the right to call and examine witnesses.~~

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

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

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

~~7.11 Decision~~

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

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

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

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

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

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

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

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

~~7.12 Fees~~

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

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

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

~~7.13 Timelines~~

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

Article 8 - Grievance Procedure

- 8.1 Should any difference arise as to the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration hereunder, the difference shall be settled in accordance with the following grievance procedure.
- 8.2 Notwithstanding 8.1, matters that are subject to review on Appeal in accordance with Article 9, are not subject to grievance hereunder.
- 8.4 The Board shall deal only with the Association with respect to a grievance. The Board shall deal only with the Association with respect to a grievance.
- 8.5 Types of Grievance
- i) An individual grievance is a grievance initiated by the Association on behalf of an individual Staff Member;
 - ii) a group grievance is a grievance initiated by the Association on behalf of a group of Staff Members similarly affected by the Board's action;
 - iii) a policy grievance is a grievance by the Association which may involve a matter of generally policy or of general application of this agreement.
- 8.5.1 In addition, the President may claim a grievance on behalf of the Board. If the President claims a grievance against the Association, the President shall present the grievance in writing to the Association. If the matter is not resolved to the satisfaction of the President within fifteen (15) working days of the Association having received the grievance, the President may refer the matter to arbitration hereunder.
- 8.6 The Grievance Process
- 8.6.1 Before a grievance is claimed by either Party to this Agreement, a reasonable attempt will be made to settle the difference by informal discussion. The aggrieved may be assisted by an Association staff member at this stage.

8.6.2 Step I – Director or Dean

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

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

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

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

8.6.3 Step II – Executive Officer

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

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

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

8.6.4 Step III - Arbitration

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

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

the other.

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

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

8.7 Arbitrator

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

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

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

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

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

Article 9 – Appeal Procedure for Academic Staff Members

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

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

- 9.5.13. If the Chair is of the opinion that an Appeal Committee Member is subject to bias against or for the appellant the Chair shall engage a replacement in accordance with 9.5.9 (b). The decision by the Chair shall be final and binding.
- 9.5.14. Upon conclusion of the Appeal Hearing, the Appeal Committee shall deliberate in private and render a decision by majority vote.
- 9.5.15. Voting shall be done by way of a secret ballot.
- 9.5.16. Where the vote of the Appeal Committee members is tied, the Chair shall vote.
- 9.5.17. The decision of the Appeal Committee is final and binding.
- 9.5.18. The decision of an Appeal Committee shall be in writing and copies will be delivered to both the President and the appellant.
- 9.5.19. An Appeal Committee shall be empowered to make any recommendation that an Executive Officer is empowered to make in the case under appeal and its recommendation shall take precedence over the recommendation of an Executive Officer.

Article 10 - Discrimination and Harassment

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

Article 12 - Position Reduction for Academic Staff Members

12.1 Financial Stringency

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

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

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

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

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

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

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

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

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

12.2 Redundancy

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

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

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

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

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

- a. Retraining
- b. Redeployment of staff

c. Early retirement

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

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

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

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

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

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

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

- 12.2.87 In the event that the provisions of section 12.2.76 are implemented, the Board will attempt to mitigate the detrimental effect to permanent Staff Members, where it is deemed feasible by the President, by:
- a. terminating any related contractees engaged as per the Letter of Understanding— Contracting Out, and
 - b. releasing from employment term Staff Members.
- 12.2.98 In the event that a Staff Member whose appointment was discontinued as a result of redundancy is subsequently given a full-time appointment, the Staff Member shall receive such contractual status, right to leaves, and accumulated benefits as the Staff Member shall have enjoyed at the time of discontinuation.
- 12.2.109 Employee who receives Notice Pay and (where eligible) Severance Pay and is subsequently rehired shall not be paid twice for the same period.
- 12.2.110 Staff Members whose appointments have been discontinued as a result of redundancy shall, upon request, receive prior consideration over other applicants and shall receive the first offers of appointment for the first available positions for which they are qualified. This prior consideration shall be given to Staff Members for ~~one (1) year~~ ~~two (2) years~~ in the case of a probationary appointment and ~~four (4)~~ ~~two (2)~~ years in the case of a regular appointment.
- 12.2.111 Each Staff Member made an offer under 12.2.110 shall be given fourteen (14) days from the date of receipt of notice of a vacancy to decide whether the Staff Member will accept the offer and shall be entitled to a further reasonable period of time to fulfill other employment commitments prior to returning to Athabasca University.

Article X - Reductions in Professional Staff Members

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

with the Board may be eligible for a Separation Allowance, in addition to the notice or pay in lieu of notice provided pursuant to Article X.3. The Separation Allowance will apply only to Regular Professional Staff Members who have not secured ongoing employment with the Board, and will not be payable to a Regular Professional Staff Member who was dismissed, resigned, retired, received notice of termination of their probationary appointment in accordance with Article 4.2.5 (c), or who refused an alternate position at no loss in salary or benefits.

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

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

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

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

Article 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.

13.5 Professional Development Leave

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

13.5.2 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.

13.5.3 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.~~

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

13.5.5 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.

Article 14 - Annual Research Leave

- 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~~.

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 Article 3.1.47 ~~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 Research and Study 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.~~

~~15.3.4~~¹After ~~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.~~

~~15.3.5~~²Eligibility shall accrue at the rate of two (2) months potential leave for every year of continuous full-time service.

~~15.3.6~~³~~Research and Study Sabbatical Leave may not be taken in anticipation of earning such leave.~~

~~15.3.7~~⁴~~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).~~

~~15.3.9~~⁵~~For the purposes of determining full-time continuous service as established by Section 15.3.4~~², 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~~^{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.~~

15.5.4~~2~~A 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**.

15.5.5~~3~~An **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 15.5.4~~2~~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.~~

15.6.3~~2~~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.

~~15.10.4~~ 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.

~~15.10.6~~ 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.

~~15.11.0~~ ~~Research and Study Leave~~ **Sabbatical** Travel and Relocation Fund

~~15.11.0.1~~ The ~~Research and Study~~ **Sabbatical** Leave Travel and Relocation Fund (**RSLTRF**) 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.

~~15.11.0.2~~ On April 1 of each year, \$15,000 shall be placed in the **RSLTRF**. ~~By March 31 of the following year,~~ **a**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.~~

~~15.11.0.3~~ 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.~~
- ~~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 not extend beyond 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.
- a. 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.
- b. 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.
- c. 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 ~~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 **sick leave illness** 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.

16.6 Maternity Leave **AGREED TO JANUARY 31, 2022**

16.6.1 A regular **pregnant** Staff Member shall be granted leave for maternity reasons for a period of not more than sixteen (16) weeks maternity leave plus sixty-two (62) weeks parental leave from the date of leaving to the date of return provided that ~~she has~~ **they have** completed ninety (90) days of continuous service at the time of application as follows:

(a) The Staff Member shall be paid ~~her~~ **their** regular salary and benefits for a full thirteen (13) week period commencing at the beginning of the leave or ending at the termination of the leave;

(b) For the remaining period of leave during which salary is not paid, the Board shall pay its contribution to all those elements of the benefit program which can be continued during a period of maternity leave without pay.

16.6.2 (a) A **pregnant** Staff Member holding a term appointment of less than five years shall be granted leave without pay for maternity reasons for a period not exceeding sixteen (16) weeks maternity leave plus sixty-two (62) weeks parental leave from the date of leaving to the date of return provided that ~~she has~~ **they have** completed ninety (90) of continuous service at the time of application.

(b) A **pregnant** Staff Member with an initial term appointment of greater than five (5) years or with appointments totaling more than five (5) years will be eligible for maternity leave benefits as described in 16.6.1.

- 16.6.3 The Staff Member must provide the supervisor with at least six (6) weeks notice in writing of the date upon which ~~she intends~~ **they intend** to commence maternity leave. A Human Resources Officer may require a medical certificate giving the estimated date of delivery.
- 16.6.4 (a) The Staff Member, in consultation with ~~her~~ **their** physician, shall determine the date that maternity leave is to commence.
- (b) Notwithstanding any date initially selected for the start of maternity leave, if a Staff Member subsequently indicates in writing that ~~she is~~ **they are** no longer able to carry out ~~her~~ **their** full normal duties, ~~she~~ **they** may commence ~~her~~ **the** maternity leave at an earlier date.
- 16.7 Parental Leave **AGREED TO JANUARY 31, 2022**
- 16.7.1 A regular Staff Member **not eligible for the periods of leave described in Article 16.6** shall be granted leave for parental reasons provided that ~~the father or adopting parent(s) has~~ **they have** completed ninety (90) days of continuous service at the time of application as follows:
- (a) The Staff Member shall be paid ~~his or her~~ **their** regular salary and benefits for a three (3) month period commencing at the beginning of the leave or ending at the termination of the leave;
- (b) A **The** Staff Member (~~father birth parent and/or adopting parent(s)~~) shall be entitled to not more than sixty-two (62) weeks parental leave, with or without pay, within the seventy-eight (78) week period immediately following the birth (in the case of a ~~father or same sex partner~~ **non-childbearing parent**) or the placement of the child with the **Staff Member as an** adoptive parent~~(s)~~.
- (c) If Staff Members are parents of the same child, one Staff Member may take parental leave wholly or it may be shared. ~~Both~~ **The** parents may access parental leave, however, the combination of leaves cannot exceed seventy-eight (78) weeks. Only one parent is eligible to receive the three (3) month period with ~~his or her~~ **their** regular salary and benefits.
- (d) For the period of leave during which salary is not paid, the Board shall pay its contribution to all those elements of the benefit program that can be continued during a period of parental leave without pay.

- 16.7.2 (a) A Staff Member **not eligible for the periods of leave described in Article 16.6 and** holding a term appointment of less than five years shall be granted leave without pay for parental reasons for a period not exceeding sixty-two (62) weeks parental leave from the date of leaving to the date of return provided that the Staff Member has completed ninety (90) days of continuous service at the time of application.
- (b) A Staff Member **not eligible for the periods of leave described in Article 16.6** with an initial term appointment of greater than five (5) years or with appointments totalling more than five (5) years will be eligible for parental leave benefits as described in 16.7.1.
- 16.7.3 The Staff Member must provide **their** supervisor at least six (6) weeks notice in writing of the date upon which ~~he or she intends~~ **they intend** to commence parental leave. Supporting evidence may be required to substantiate the purpose and application of such leave. The Staff Member must indicate ~~his or her~~ **their** intention to return to work by notifying ~~their supervisors~~ at least four (4) weeks' working days prior to the date of return to work. The earliest Parental leave can start is after birth. If the birth occurs after the date originally provided by the Staff Member, the Staff Member must provide to their supervisor the revised Parental Leave ~~dates~~ **dates**.
- 16.7.4 The Staff Member shall return to ~~his or her~~ **their** former position or be placed in a comparable position for which ~~he or she is~~ **they are** qualified provided that ~~he or she~~ **they** had indicated ~~his or her~~ **their** intention to return to work by notifying their supervisor at least four (4) weeks prior to the date ~~he or she~~ **the Staff Member** wishes to return to work.
- 16.8 Compassionate Care Leave
- 16.8.1 A Staff Member shall be granted leave of up to ~~eight (8)~~ **twenty-seven (27)** 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)~~ **twenty-seven (27)** 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.

Article 17 - Time-Off

17.1 Association Business

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

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

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

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

17.2 Voting

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

17.3 Court Proceedings

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

Article 23 - Death in Service AGREED JANUARY 31, 2022

- 23.1 In the event of the death of a regular full-time or part-time Staff Member, the Board shall pay to the Staff Member's designated beneficiary ~~two~~ 4.34 times the average bi-weekly ~~monthly~~ pay received by the Staff Member over the Staff Member's last six ~~three~~ (36) bi-weekly pay periods ~~calendar months~~ of employment. Such payment shall include any earned ~~partial month~~ of salary ~~due~~ and shall be in addition to any earned vacation leave entitlement. Where a beneficiary has not been designated, payments under the provision will be made to the Staff Member's estate.

Article 25 - Occupational Health and Safety

~~25.1 The Board acknowledges its responsibility to comply with the Alberta Occupational Health and Safety Act, as amended, to provide a safe and healthy working environment, and to provide any facilities, supplies, procedures, and services required by the Act to protect the health, safety, and security of employees as they carry out their responsibilities of employment on The Board's premises.~~

~~25.2 The Board shall provide protective equipment whenever such equipment is required by the Act or regulations pertaining to the Act for the safe performance of a Staff Member's responsibilities of employment.~~

25.1 The parties support the concept of an occupational health and safety program and agree to participate in the joint Occupational Health and Safety Committee. AUFA will be entitled to appoint two representatives to the joint Occupational Health and Safety Committee.

25.2 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.

25.3 The employer will ensure, so far as it is reasonably possible to do so, the occupational health and safety of its employees, which includes their psychological safety.

25.4 Recognizing that employees may work in near-virtual workspaces, the Employer is committed to working with employees and the Occupational Health and Safety Committee to identify hazards and implement controls in accordance with the University's policies and legislation.

25.5 The employer shall notify the union chair of every workplace injury or incident which results in the death or hospital admission of a member of the bargaining unit within seven (7) calendar days of its being reported to the employer.

25.6 All health and safety incidents will be reviewed by the Joint Occupational Health and Safety Committee.

25.7 Employees will take reasonable care to protect their own occupational health and safety and the occupational health and safety of other workers.

Article 26 – Equity

26.1.1 The pursuit, creation, and dissemination of knowledge through teaching and research, ~~which are the essential functions of the University,~~ are **enriched by equity, diversity and inclusion; equitable inclusion is critical to excellence.** Therefore, the parties are committed to increasing the proportion of Staff Members from **equity-deserving** groups, taking positive action to reduce barriers to advancement, and ensuring their full participation in the University community.

26.1.2 The parties endorse the principle of equity in employment and agree to cooperate in the identification and removal of barriers to the recruitment, selection, hiring, retention and promotion of women, Indigenous peoples, persons with disabilities, ~~visible~~ **racialized** minorities, **2SLGBTQIA+ people**, and other **groups** as may be defined in federal and provincial human rights legislation or agreed to by the parties.

Employment Equity Committee

26.2.1 Within (60) days of the signing of this agreement, an Employment Equity Committee shall be established, consisting of two (2) members appointed by the Association and two (2) appointed by the Board. At least one (1) of the members appointed by each party shall be a member of one of the groups designated in this article. The chair of the committee shall rotate between the parties.

~~26.2.1 The Employment Equity Committee shall:~~

- ~~a) serve as a vehicle for discussions between the parties concerning the development, implementation and monitoring of the objectives established in this article.~~
- ~~b) assist divisions, academic centres and non-academic units in the development of hiring goals and other measures to reduce barriers facing equity-seeking groups;~~
- ~~c) advise on setting employment equity goals including those established under the Federal Contractors Program; amending the collective agreement to achieve employment equity goals; designing and implementing the University's Employment Equity Program, including equity surveys, policy reviews for equity, the design, analysis and continuity of data collection; and the identification and implementation of best practices in this area.~~

~~26.2.2 The Employment Equity Committee shall report annually by 1 October to the Association and the Board.~~

Schedule C:

~~Positions of a Managerial or Confidential Nature~~

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

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

Schedule F:

Delete

Term

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

Cost of Living Adjustment:

Effective July 1, 2020 Salary Schedules in Schedule A shall be increased by Zero percent (0%).

Effective July 1, 2021 Salary Schedules in Schedule A shall be increase by Zero percent (0%).

Effective April 1, 2023 Salary Schedules in Schedule A shall be increased by one point two-five percent (1.25%)

Effective December 1, 2023 Salary Schedules in Schedule A shall be increased by one-point five percent (1.5%) plus an additional point five percent (.5%) subject to the following Gain Sharing Formula:

Gain Sharing Formula

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

Gain Sharing

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023.
- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024.

Letters of Agreement/Understanding

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

1) New Letter of Understanding – Re: The University’s Equity, Diversity and Inclusion Framework and Action Plan

The Board will finalize its institutional equity, diversity and inclusion framework and action plan, by July 01, 2023.

2) New Letter of Understanding - Re: Research and Study Leave Accruals for Professional Staff Members

Whereas Article 15 of the collective agreement between the parties which expired on June 30, 2020 (the “**Collective Agreement**”) states that eligible Professional Staff Members may access Research and Study Leave;

And Whereas Article 15 of the Collective Agreement provides that Research and Study Leave time is accrued by eligible Professional Staff Members, at the rate provided for under the Collective Agreement;

And Whereas further to Article 15 of the Collective Agreement, certain Professional Staff Members have as of the date of this Letter of Understanding accrued time for Research and Study Leave (the “**Affected Professional Staff**”);

And Whereas the University and the Association have agreed to amend the Collective Agreement such that Professional Staff Members will no longer be eligible for Research and Study Leave under Article 15;

The University and the Association hereto agree as follows:

1. The University agrees to provide a one-time payment, totaling \$2.1M, to the Affected Professional Staff. The \$2.1M is to be divided equally among the Affected Professional Staff.
2. In exchange for providing the one-time payment noted above, the Parties agree that:
 - a. All accrued Research and Study Leave for Professional Staff Members will be eliminated;
and
 - b. Article 15 will be amended as part of a ratified (by both parties) agreement such that Professional Staff Members will no longer be eligible for Research and Study Leave.
3. The one-time payment is contingent upon the parties having a ratified (by both parties) Agreement by March 31, 2022. For clarity, if the parties have not achieved a ratified agreement by March 31, 2022, this offer expires and is withdrawn.

4. This offer is without prejudice and precedent.

3) New Letter of Understanding - Re: Faculty Evaluation Committee

1. AU will establish a standing Faculty Evaluation Committee (FEC) to review probationary review and promotion applications and make recommendations on those applications to the Provost and Vice President Academic for their approval.
2. The FEC will be composed of all deans and two members from each of the Faculty of Business, Faculty of Health Disciplines, Faculty of Humanities and Social Sciences, and Faculty of Science and Technology, nominated by their respective faculty councils. Each member must be at a rank of Associate Professor or Professor; at least one member from each faculty must be at a rank of Professor. The FEC chair will rotate among the deans. A representative from Human Resources will serve on the committee as a non-voting member.
3. By nine (9) months from date of ratification of this agreement, the FEC must recommend to APPSC, for recommendation to GFC for approval:
 - a. terms of reference for the FEC including
 - i. meeting frequency and schedule
 - ii. FEC chair rotation process and term lengths
 - iii. FEC term lengths, not to exceed two years
 - b. procedures governing applications for promotion and/or probationary review. Such procedures shall provide for the following:
 - i. the criteria and documentation required to support an application;
 - ii. the requirements for references to support the application, including guidelines to ensure referees are arm's length and no declared conflict of interest;
 - iii. the role of the Dean, Academic Staff Member and the FEC Chair in obtaining the letters from referees and in obtaining any other independent documentation;
 - iv. specific disciplinary guidelines and rubrics;
 - v. the deadlines and timelines for the submission of materials and for notification of decisions;
 - vi. the process by which confidential materials are to be considered and the preparation of summaries thereof for the applicant;
 - vii. the provision of information about procedures to potential applications and the responsibilities of the Dean; and
 - viii. any other procedures the FEC considers necessary.
4. The FEC terms of reference and procedures as approved by GFC may not override collective agreement terms as set out in Article 3.

Transitional Procedures

5. Until the FEC terms of reference and procedures are approved by GFC, promotion and probationary review committees and processes for Assistant Professors, Associate Professors, and Professors will be governed in accordance with the July 1, 2018 – June 30, 2020 Collective Agreement.