

SOURCE	University
EFF.	95/07/01
TERM.	99/06/30
NO. OF EMPLOYEES	150
POSTURE BY EMPLOYEES	SA

COLLECTIVE AGREEMENT

MADE THIS 1st DAY OF NOVEMBER, 1996

BETWEEN

ATHABASCA UNIVERSITY GOVERNING COUNCIL

AND

THE CANADIAN UNION OF **PUBLIC EMPLOYEES**
LOCAL 3911

THE PARTIES ARE **DESIROUS** OF ESTABLISHING RATES OF PAY
AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

THE PARTIES AGREE AS FOLLOWS:

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1995 - 1999 COLLECTIVE AGREEMENT

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Article 2 - Union recognition

2.01 The employer recognizes the union as the exclusive bargaining agent for all employees within the bargaining unit **as** set out in Alberta Labour **Relations Board Certificate #90 - 95** "all non-designated academic employees including Tutors and Markers".

2.02 (1) If the employer creates a new classification, or if **an** existing classification is introduced to the bargaining unit, the parties will meet to negotiate rates of compensation and the application of the provisions of the Agreement to the classification.

(2) If the parties are unable to agree on these matters either party may refer all or any of them to adjudication by initiating action under Article 25, Sub-Article 25.06 or 25.12.

2.03 No employee may make an agreement with the employer which is contrary to the terms of this Agreement.

Union membership and dues

2.04 Membership in the union is voluntary, however, all employees shall pay union dues in accordance with Sub-Article 2.05.

2.05 (1) The employer will regularly deduct from the salary of each employee such dues or other assessments **as** are uniformly and regularly payable by a member of the union, **as** certified in writing to the employer by the treasurer of the union.

(2) The employer will remit the dues so deducted to the treasurer of the union within 15 calendar days from the date the deduction was made.

(3) The employer will forward at the same time the following information for all employees:

- (a) each employee's monthly earnings;
- (b) the amount of each individual deduction;
- (c) the employee's start date and termination date;
- (d) changes in any of the following: wage rate, work assignment, layoff status, and mailing address;

Article 3 - Scope of agreement

- 3.01 This Agreement applies to employees of the employer **as** set out in Certificate **#90-95** issued by the **Alberta Labour** Relations Board, "all non-designated academic employees including Tutors and Markers", except for employees **who** may subsequently be excluded or included by the **Alberta Labour** Relations Board or by agreement of the parties.

Article 5 • Orientation

- 5.01'** The employer shall provide each employee ~~with a~~ written statement of the duties and responsibilities of the employee's position and shall identify the employee's supervisor.
- 5.02**
- (a) An employee's supervisor shall discuss with the employee the Statement of Duties and Responsibilities applicable to any work assignment within **15** days of the commencement of that work assignment.
 - (b) Thirty **days** prior to a major change in the Statement of Duties and Responsibilities the employee will be contacted for discussion.
- 5.03** Within **15 days** of a major change in ~~an~~ employee's work assignment (which includes assignment ~~to a~~ new course, assignment to **a** new mode of delivery, or **a** change in supervisor) or ~~as~~ a result of a major course revision to **a** current work assignment, the employee's supervisor shall discuss the change with the employee.
- 5.04** Discussions may take place over the phone or via electronic mail.

Article 7 - Posting and assignments

7.01 **Homestudy** tutoring **and paced** tutoring work assignments which are defined **as** work created by either:

- (a) a new course offered by the employer
- (b) a **paced** course offered by the employer
- (c) tutor blocks being added to existing courses
- (d) a permanent vacancy due to termination of employment of existing staff, or,
- (e) a temporary vacancy created by leave of absence granted for a period known to be longer than three months
- (f) **other hourly work assignments over three months.**

shall be assigned in accordance with the following procedure.

7.02 **Work** assignments will be offered to employees, **in order of seniority, who have previously tutored the course (within the past 24 months), or** are currently tutoring the course, subject to the following exceptions and provisions of Article **23.06**:

- (i) The employer may consider bona fide geographical requirements for the assignment;
- (ii) The employer may offer the work assignment to a person currently outside the bargaining unit where that person possesses special or unique qualifications. In such cases the employer shall notify the union forthwith.

7.03 Subject to Article 7.02 (i) and (ii), in the case of paced courses, work assignments will be first offered to employees who have successfully worked in the same or similar paced course in the previous two years, in order of seniority, and then may be offered to former employees who have successfully worked in the same or similar paced course in the previous two years.

Article 8 - Right to information

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

Article 10 • Sexual and other harassment

- 10.01** The parties agree that individuals should be able to work and study in an environment free from sexual or other harassment, .
- 10.02** The parties agree to work together to achieve that goal.
- 10.03** **Instances of sexual and other harassment shall be eligible to be processed as grievances.**

Article 12 - Wage rates

12.01 Effective July 1, **1995**, employees shall be **paid** in accordance with Schedule **A**.

Employees shall be placed on the wage rate schedule according to seniority, **as** follows:

- (a) employees in their 1st, 2nd or 3rd year of employment shall receive "Base" rate shown;
- (b) employees in their 4th, 5th, or 6th year of employment shall receive "Step 1" rate shown;
- (c) employees in their 7th or more years of employment shall receive "Step 2" rate shown.

Retroactivity will apply to present and former employees. The employer shall provide the union with the names and last known addresses of former employees entitled to retroactivity.

Wages - July 1, 1996

Schedule "A"

<u>ASSIGNMENT</u>	<u>BASE</u>	<u>STEP1</u>	<u>STEP2</u>
Homestudy Tutor/Block	\$ 304.63	\$ 327.49	\$ 350.32
Paced Course/per 39 contact hours	\$2619.36	\$2815.20	\$3011.04
Marking/deemed hours	\$ 18.19	\$ 19.55	\$ 20.91
Other Hourly Pay	\$ 18.19	\$ 19.55	\$ 20.91

Paced Courses:

When a course is delivered with more than one tutor, the payment plus a premium of **15** percent ~~will~~ be divided proportionately among the tutors.

Paced courses will be classified **as** either **A**, **B**, or **C** **as determined** by the paced course syllabus, not including workshops or lab supervision.

Level	Marking Time Per Student	Premiums
A	0 to 4 hours	No Premium
B	Greater than 4 and up to 7 hours	\$386 Premium
C	Over 7 hours	\$579 Premium

A per student premium in the amount of \$30.00 will be paid to **Paced** Course Tutors for **Level B** and **C** courses for the number of students over **25** after the withdrawal period **and** for **Level A** courses for the number of students over **35** after the withdrawal period.

Wages - July 1, 1998

Schedule "A"

<u>ASSIGNMENT</u>	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>
Homestudy Tutor/Block	\$ 318.49	\$ 342.39	\$ 366.26
Paced Course/per 39 contact hours	\$2738.53	\$2943.28	\$3148.04
Marking/deemed hours	\$ 19.01	\$ 20.44	\$ 21.87
Other Hourly Pay	\$ 19.01	\$ 20.44	\$ 21.87

Paced Courses:

When a course is delivered with more than one tutor, the payment plus a premium of 15 percent will be **divided** proportionately among the tutors.

Paced courses will be classified **as** either A, B, or C as determined by the paced course syllabus, not including workshops or lab supervision.

Level	Marking Time Per Student	Premiums
A	0 to 4 hours	No Premium
B	Greater than 4 and up to 7 hours	\$404 Premium
C	Over 7 hours	\$606 Premium

A per student premium in the amount of \$31.40 will be paid to Paced Course Tutors, for Level **B** and **C** courses for the number of students over 25 after the withdrawal period and for Level A courses for the number of students over 35 after the withdrawal period.

- 12.09 The minimum **homestudy** tutoring assignment shall be 1 block **except for new courses where the minimum shall be 1/2 of a block**. A tutor may receive additional assignments in units of not **less** than 1/4 of a block. Each tutor block shall have no more than four **(4)**courses.
- 12.10 Where an employee is required to attend meetings where tutor input is requested by the coordinator the employee will be paid at the employee's regular hourly rate.
- 12.11 Where a tutor is required to travel in excess of 50 kilometres one way in order to facilitate delivery of **paced** courses, or to attend meetings referred to in 12.10 above, the employee will be paid at the rate of \$15.00 per hour.
- 12.12 Where an employee is assigned to tutor a course for the first time, or where there is a major course revision, the employee shall be paid \$150.00 for a 3 - credit course and \$300.00 for a 6 - credit course.
- 12.13 If an employee is required to use electronic communications in the performance of the employee's duties, or if the employer requires that **an** employee receive other training, the employee shall be provided with whatever training is deemed necessary by the employer for the employee to acquire or upgrade skills to the required competency level. The employee shall **be** paid at the employee's regular hourly rate for all such training.

Article 14 - Paid holidays

14.01 (a) The following days are recognized ~~as~~ holidays:

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

(b) **The** employer agrees to reasonably accommodate employees who observe holidays of the employee's religion other than those specified above.

Such accommodation would include:

- (a) rescheduling of tutor hours
- (b) the use of paid float day under 14.03
- (c) granting a leave of absence without pay.

14.02 Where a holiday listed in sub-article 14.01 **(a)** coincides ~~with an~~ employee's scheduled work day, the employee shall be granted the day off with pay.

14.03 (1) **An** employee shall receive a minimum of 3 paid holidays a year, one of which shall fall between Christmas Day and New Years Day.

(2) When the operation of sub-article 14.02 does not produce this minimum entitlement, an additional scheduled work day(s) shall be granted on a date agreed between the employee and the employer or a day's pay in lieu at the employer's option, to satisfy the minimum entitlement.

14.04 This article applies on a pro-rated basis for employees employed for a partial year.

Article 16 - Maternity and adoptive leave

- 16.01 (1) **An** employee shall be granted up to 6 months maternity leave without pay.
- (2) If requested by the employee, the period of maternity leave may be extended for up to an additional 3 months subject to approval by the employer.
- (3) A pregnant employee should apply for maternity leave as soon **as** possible prior to her expected date of delivery, but in any case shall give the employer at least 2 weeks notice in writing of the date on which she intends to commence maternity leave.
- 16.02 **An** employee granted maternity leave shall be granted a minimum of 18 weeks, except where **a** shorter period is requested by the employee.
- 16.03 (1) Upon reasonable notice being given to the employer, an employee, subject to sub-article 16.01, shall be granted leave of absence without pay for up to 6 months immediately following the adoption of a child.
- (2) The employee may be required to furnish proof of adoption.
- 16.04 (1) **An** employee granted leave without pay pursuant to sub-article 16.01 or 16.03 **shall** upon return to work, be returned to her former position or be placed in another comparable position at not less than the same salary and benefits that had accrued to her prior to commencing leave.
- (2) An employee intending to return to work should notify the employer **as** soon **as** possible prior to the date of return, but in any case must give 2 weeks notice in writing of her intention to return to work.
- 16.05 The employee, in consultation with her physician, shall determine the date that maternity leave is to commence except where the pregnancy of the employee interferes with the performance of her duties.
- 16.06 Notwithstanding any date initially selected for the start of maternity leave, if **an** employee subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date.

Article 17 - Paternity leave

- 17.01 (1) **An employee is entitled to up to 6 months of leave without pay for paternity reasons.**
- (2) **The period of leave shall include the actual or expected date of delivery or date of adoption.**
- 17.02 **An employee shall provide the employer with reasonable notice of intent to commence paternity leave, and may be required to provide substantiation of eligibility for leave.**

- (d) moving of household effects applies to **an** employee who maintains a self-contained household and who changes the employee's place **of** residence which necessitates the moving of household effects during scheduled working hours.
- (e) the employer may require proof of employee illness where the employee uses leave under 18.01 (2) (e).

- 18.03 The maximum leave specified for each circumstance requiring use of special leave shall not be exceeded. However, special leave other than leave pursuant to sub-article 18.01(d) may be granted more than once for the same circumstances within the calendar year, if the total special leave granted does not exceed 10 scheduled work days per calendar year, unless additional special leave is approved by the employer.
- 18.04 Two weeks notice may be required for leave requested in sub-article 18.01(d).
- 18.05 An employee request for leave of absence without pay shall be granted where the operational requirements of the employer permit.

Article 20 - University services and facilities

- 20.01** The employer agrees to provide to employees, free of charge,
- (a)** use of University counselling services;
 - (b)** parking at the University;
 - (c)** use of sports facilities at the University;
 - (d)** **use of library materials and University library facilities; and**
 - (e)** **access to electronic communication systems as used by the University.**

Article 22 • Layoff, work reduction and recall

- 22.01 This article applies only to employees appointed to positions with **an** indefinite term.
- 22.02 **An** employee whose work assignment is involuntarily reduced to zero shall be deemed to have been laid off. Where **an** employee **has** been on **layoff** from all work assignments for a period of twenty-four months, the employee's employment shall be considered to be terminated.
- 22.03 When the employer determines that a work assignment will be reduced due to insufficient enrolment **an** employee will be given 2 weeks' written notice of reduction of the work assignment.
- 22.04 When the employer determines that **an** employee will be laid off, the employee shall be given one months' written notice.
- 22.05
- (a) Layoff or **work** reduction, in a course, normally shall be in the reverse order of seniority subject to **22.05 (b)** and **22.05 (c)**; the employer however may consider bona fide geographical requirements.
 - (b) When a reduction in a course would normally reduce the work of **an** employee who has more seniority than at least one other employee whose course load includes one or more courses that are being currently tutored or have been previously tutored (within the past twenty four months) by the senior employee, the work reduction will be applied **as** follows, with the particular method to be determined by the employer:
 - (i) The work reduction will be applied to the junior employee with a consequent redistribution of students to the senior employee.
 - or
 - ii) The junior employee will retain current students and the senior employee will be assigned all new students until the senior employee's work assignment is at its former level, at which time the junior employee would be eligible for recall in accordance with article 22.09.

- 22.07 A homestudy tutor who has been laid off shall receive one month's pay each month during the layoff period, to a maximum of three months or one month for each year of seniority, whichever is less. The month's pay shall be calculated **by** averaging the employee's three highest of the last 12 months of **block** payment **and** marking pay.
- 22.08 During the first twelve months of an employee's layoff, the employer shall continue all benefit payments for an employee on layoff.
- 22.09 Recall shall be in order of seniority, from amongst all tutors who are currently tutoring or have previously tutored (within the past twenty four months) the course in which work is available.
- 22.10 Notwithstanding Article 7 and Article 22.01 - 22.09 the following provisions shall apply to the period July 1 to August 31 in each year:
- (a) An indefinite term employee may request summer leave for the months of July and August by notifying the employer on the appropriate form by April 30th.
 - (b) Commencing September 1, the employee's former work assignment or its equivalent will be returned to the employee if the **work** assignment or its equivalent is available. If it is not available in its entirety, Article 22.06 shall apply.
- 22.11 The employer shall provide the union with a copy of each notice of layoff and each notice of work reduction and each notice of recall at the same time such notice is provided to the employee. Upon request, the employee and the union will be provided with the past or prospective enrolment information on which the decision was based.

discipline is grieved and found to be unjustified. The specified period of time in the second letter of warning shall not exceed three months. If the discipline **is** grieved and found to be unjustified, the employee shall receive all monies and benefits that the employee would have received had the discipline not been imposed.

23.07 Notices of warning need not be given in cases of **dismissal** resulting from severe problems such **as** violent behaviour or gross insubordination.

23.08 The Personnel File referred to in this Article is the Personnel File of an employee **as defined in Article 32.**

Article 25 - Grievance procedure

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

25.02 Types of Grievance

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

25.03 Notwithstanding Article 25.04 and 25.05, grievances filed under Article 10, Sexual and Other Harassment, shall be initiated at Step 2 within 3 months of the last Occurrence of any alleged incident(s).

In the case of a grievance filed under Article 10, Sexual and Other Harassment, the employer **or the union** may request that the matter be submitted to mediation. In the event that the union, **the employer**, and the employee agree to mediation, any grievance procedure which has been commenced with respect to that matter shall be held in abeyance until either the union or the employer gives written notice of its desire to continue with the grievance. In the case of a grievance submitted **as** per Article 25.03 the parties agree that the report **of** the mediator shall not be admissible in any proceeding, and the mediator shall not be a competent or compellable witness at any adjudication proceeding.

25.04 Step One

If an employee has a grievance the employee shall put the grievance in writing to **the Labour Relations Co-ordinator** within 28 calendar days of the date the employee became aware of the Occurrence of the events giving rise to the grievance. Either the grievor or the **employer** may request a meeting in order to discuss the grievance. Such meeting shall be scheduled

- 25.10 If the Board **as** a result of its award determines that an employee has been discharged or otherwise disciplined by the employer for cause, the Board may substitute some other penalty for the discharge or discipline that to it seems just and reasonable in all the circumstances..
- 25.11 The parties will each bear the fees and expenses of the nominee appointed by it, **as well as** all costs related to the presentation of its own case, and the parties will share equally the fees and expenses of the Chairperson of the Adjudication Board. The parties agree to consider the use of University facilities in these proceedings.
- 25.12 Notwithstanding Sub-Articles 25.07 and 25.08, governing the establishment of a three-person Adjudication Board, the parties may agree to refer a grievance for determination by a single Adjudicator. The Adjudicator shall be appointed by agreement of the parties or, failing that, upon application to the **Labour** Relations Board.
- 25.13 The Parties may agree in writing to suspend, extend or waive any time limits or Steps contained in this Article.
- 25.14 Grievance procedure time limits
- The time **limits** in the grievance and adjudication procedure are mandatory, but an adjudicator or adjudication board may waive a failure to meet a time limit if it is satisfied that:
- (a) there are reasonable grounds for doing so, and
 - (b) the other party will not be substantially prejudiced by the relief.

Article 27 - Union business

- 27.01** (a) The employer agrees to pay each of the two Union CO-Chairpersons \$1000.00 a year honoraria for time spent on the administration of this Agreement or related to union business.
- (b) Up to five union representatives each will be granted up to three days leave with pay for time spent in collective bargaining.
- 27.02** The parties agree to schedule meetings to avoid union representatives losing earnings from the employer or any other employer, if that is reasonably possible to do.

Article 29 • Tutor representation

- 29.01 Where an executive officer approves tutor representation on Academic Council or committees that may be established from time to time, the employer in each case, shall request the union to nominate an employee as the tutor representative.
- 29.02 Representatives shall be paid the employee's regular hourly rate for meeting time. Where the employer has not provided for an alternate means of communication, the employee will be paid **\$15.00** per hour for travel time and reimbursed for travel and subsistence costs associated with their attendance **at** meetings.

Article 31 - Seniority

- 31.01 Seniority shall be measured in years and shall be calculated by dividing the number of months in which work was performed by 12.
- 31.02 (1) Notwithstanding 31.01, seniority shall continue to accumulate under the following circumstances:
- a) during **the first twelve months of** a period of layoff,
 - b) during leaves of absence of two consecutive months or less,
 - c) during a period of maternity, adoptive, paternity or academic leave,
 - d) during a period when **an** employee previously under this agreement is a Course Coordinator under the AUFA agreement,
 - e) during a period when **an** employee previously under this Agreement is in a Term AUFA Position, other than a Course Coordinator, and continues to tutor or mark.
- (2) Accumulation under (b), (c) and (d) will **begin on** July 1, 1992.
- 31.03 **An** official seniority list of current employees will be maintained by the employer. The employer shall provide the union with one copy of the seniority list by October 1, of each year. The list will include the employee's name and cumulative seniority at August 31st of that year.
- 31.04 Employees will be notified by October 1 of each year of their accumulated seniority at August 31 of that year.
- 31.05 Challenges respecting seniority status must be submitted in writing to the **Labour Relations Co-ordinator** by December 1 of each year. When proof of error is presented by **an** employee or the employee's representative, such error will **be** corrected and when so corrected the agreed upon seniority calculation will be final.
- 31.06 (a) When **an** employee whose appointment has terminated and is rehired at a future date under the scope of this agreement the employee shall have previously accumulated seniority reinstated upon rehire;

Article 32 - Personnel file

- 32.01 The personnel file referred to in this article is the personal file of **an** employee maintained **by the employer and stored in a department designated by the employer.**
- 32.02
- (1) Access to **an** employee's personnel file shall be provided to the employee or the employee's authorized representative, upon request, once in every year **and** in the event of a grievance or complaint.
 - (2) The employee may request a representative of the union to be present at the time of such examination, and the employee may make copies of any material contained in the file.
- 32.03 No document contained in the personnel file shall be released physically or orally from the file to persons outside the University without the employee's prior written consent.

Article 34 - Effective date and duration of agreement

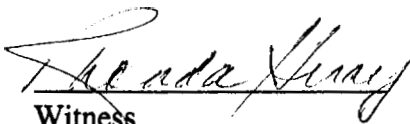
- 34.01** This Agreement has effect from 1 July 1995 and lasts until **30 June 1999.**
- 34.02** After 30 June 1999 this Agreement remains in effect from year to year unless either party gives to the other a notice in writing under Sub-Article 34.03 that it desires to amend the Agreement.
- 34.03** Notice that amendments are desired may be given at **any** time between 30 and 120 **days** before the expiration date of this Agreement or in the same period prior to an anniversary of the expiration date.
- 34.04** When notice of amendment or termination of this Agreement is given, the Agreement continues in force until a new Agreement, or an amendment to this agreement **is ratified by both parties.**

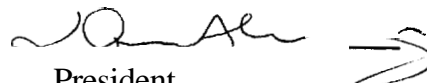


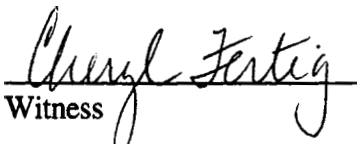
In **WITNESS** WHEREOF the parties have caused these presents to be executed by their duly authorized officers in that behalf the day and year first written below.


FOR THE **BOARD** OF GOVERNORS OF ATHABASCA UNIVERSITY on the

4th day of November, 1996


Witness

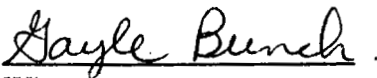

President,
Athabasca University


Witness

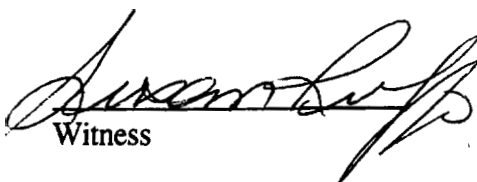

Vice President, Finance
Athabasca University

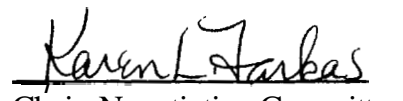
FOR THE CANADIAN UNION OF **PUBLIC EMPLOYEES** on the

 day of October, 96


Witness


Chair, Local **3911**
C.U.P.E.


Witness


Chair, Negotiating Committee
Local **3911**
C.U.P.E.