

**COLLECTIVE AGREEMENT
BETWEEN**

**Athabasca University
Governing Council
(AUGC)**

&

**The Canadian Union of
Public Employees
(CUPE)**

CUPE Local 3911

2002 -2004

COLLECTIVE AGREEMENT

MADE THIS _____ DAY OF _____

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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Article 1 - Definitions

1.01 In this Agreement

- (a) "employee" means an employee to which this Agreement applies under Article 3 - Scope of the Agreement;
- (b) "employer" means The Athabasca University Governing Council as represented by the President or an Executive Officer or a designate of either, as the context of this agreement may require;
- (c) "parties" means the employer and the union;
- (d) "union" means the Canadian Union of Public Employees.
- (e) A word in the feminine gender may also apply in the masculine, and a word in the singular may also apply in the plural, as the context requires;
- (f) "year" means July 1 to June 30, unless otherwise defined.

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 **shall be required or permitted to** make an agreement with the employer which is contrary to the terms of this Agreement.

Union membership and dues

- 2.04 Membership in the union is voluntary, however, all employees shall pay union dues in accordance with Sub-Article 2.05.
- 2.05 (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) **changes in wage rate.**

(4) The employer agrees to direct all inquiries concerning union dues or dues deductions to the union office.

2.06 (1) As soon as reasonably possible, the employer shall provide the union with the following information about any new employee:

- (a) start date and work assignment;**
- (b) mailing address;**
- (c) tutor phone number and email address(es), where applicable;**
- (d) home phone number and alternate email address, if known to the employer.**

(2) As soon as reasonably possible the employer will provide the union with information about changes in any of the following for an employee:

- (a) work assignment (including termination and date of termination where applicable);**
- (b) layoff status;**
- (c) mailing address, phone number(s), and email address(es), if known to the employer.**

Dues receipts

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

2.08 The union agrees to indemnify and save the employer harmless against any claim or liability arising out of the application of this Article.

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 4 - Management rights

- 4.01 The parties recognize that all functions, rights, powers and authority which the employer has not specifically abridged, delegated or modified by this Agreement are retained by the employer.

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, via electronic mail or in person.

Article 6 - Performance appraisal

- 6.01 The employer and union agree that the primary purpose of performance appraisal is twofold:
- (a) To improve the quality of tutoring by assisting the employee to develop and improve tutoring skills;
 - (b) To ensure a standard of acceptable employee performance.
- 6.02 Information received from a tutor's self-appraisal cannot be used for the purposes of discipline as outlined in Article 23.
- 6.03 An employee's performance of the duties and responsibilities associated with the employee's position will be subject to continuing appraisal, in accordance with Article 6.06.
- 6.04 The employee shall be provided with a copy of any written performance appraisal with any amendments.
- 6.05 Either the employee or the employee's supervisor may request a telephone interview to discuss an employee's performance appraisal.
- 6.06 The employer will continue to consult with the union concerning an appropriate performance appraisal system.

Article 7 - Posting and assignments

- 7.01 Work assignments created by either
- (a) a new course offered by the employer;
 - (b) a course being added to the Call Centre;
 - (c) a group study course offered by the employer;
 - (d) tutor blocks being added to existing courses;
 - (e) a permanent vacancy;
 - (f) a temporary vacancy created by a leave of absence granted for a period known to be longer than three months;
 - (g) other hourly work assignments over three months; **or**
 - (h) **a study circle offered by the employer.**

shall be assigned in accordance with the following procedures.

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

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

- (b) Notwithstanding 7.02 (a), if an employee's work assignment is changed from **individualized study tutor** to academic expert and/or marker, the following apply.
- (i) Employees who had **individualized study** blocks in the affected course shall be eligible for both marker and academic expert work, if available.

- (ii) Initial and additional marking work assignments shall be distributed proportionally (based on the previous **individualized study** block work assignments) to affected employees, until the total work assignment of each affected employee reaches the original **individualized study tutor** block equivalent (30.6 hours per block).
 - (iii) Academic expert work shall be distributed proportionally (based on the previous **individualized study** block work assignments) to affected employees, except that no part days or alternating weeks shall be assigned. If there is insufficient work for all affected employees to be assigned at least one day per week, days will be distributed proportionally in order of seniority.
 - (iv) Work assignments will be offered in accordance with 7.02(a) after all affected employees have reached their former block equivalents, or after twenty-four months, whichever comes first.
- (c) Work assignment under 7.02 (a) and (b) is subject to the following exceptions and the provisions of Article 23.07.
- (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 allowing at least 5 business days for the union to respond prior to finalizing the work assignment.
 - (iii) The employer may assign a new or substantively revised course to the course author.

7.03 Subject to 7.02 (c), standard group study **and study circle** work assignments shall be offered to employees and former employees who continue to successfully work in the same or similar standard group study **or study circle** course, in order of seniority, provided that the last standard group study or **study circle** course was successfully completed within the previous two years. Reasonable effort shall be made by the employer to contact former employees; however, the onus is on former employees to assure that their contact information is current.

Where the employer determines that the employee or former employee has not successfully completed a standard group study **or study circle** course, the employer shall so advise the employee or former employee, in writing, normally within 60 days of the contract end date. The employee or former employee may appeal the employer's decision in accordance with Article 35.

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

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

- 7.05 (a) In the event the work is not assigned under 7.02 to 7.04, the work assignment will normally be posted for a period of not less than 14 calendar days, subject to 7.05 (c).
- (b) Employees will normally be notified of the availability of such assignments through electronic mail. The posting will specify the course title, bona-fide qualifications required and geographic location of employment.
- (c) All reasonable effort will be made to set the closing date for applications at least 30 calendar days before the required start date, with a minimum of 15 calendar days notice of start date given to the successful applicant.
- (d) Any of the time period requirements in Article 7.05 may be changed by mutual consent between the union and the employer.
- (e) The work assignment will be filled by the most qualified applicant. In the case of applicants with relatively equal qualifications, including skills, ability, education, and performance, the work assignment will be offered to the individual with the most seniority.

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

(a) Minimum Work Assignment

(i) The minimum assignment for **individualized study** block tutoring, academic expert and marker work (combined) shall be the equivalent of one unit, except for new courses, new **individualized study** employees, or where Article 22.06 (e) applies, in which case the minimum shall be one-half (½) unit.

(ii) A **individualized study tutor** may receive additional assignments in units of not less than ¼ of a block.

(iv) Notwithstanding Article 7.06 (a) (i), for employees hired directly as academic experts or markers, no minimum work assignment applies.

(b) Maximum Work Assignment

(i) Maximum **individualized study** blocks, academic expert and marker work shall not exceed three units at any one time. Maximum total work assigned to an employee shall not exceed five units at any one time.

(ii) “Maximum total work” does not include work assignments issued under Article 7.09.

(iii) Notwithstanding Article 7.06 (b), exceptions may be granted with the approval of the Vice-President Academic or designate who shall be another executive officer (whose decision is final and binding). The employer may request an exception (copied to the employee); or, when work is posted, an employee may request an exception (copied to Learning Services) at the time of application for the work.

(iv) Each tutor block shall have no more than four (4) courses.

7.07 Where an employee declines a work assignment, the employee’s eligibility for future work assignments will not be affected. If an employee does not wish to be contacted for additional work, the employee will notify the employer in writing. Having so notified the employer, the employee can at any time inform the employer, in writing, that the employee now wishes to be contacted for additional work assignments.

7.08 If the work assignment arises as a result of 7.01 (f), the work assignment will be restored to the returning employee upon the employee’s return.

- 7.09 Any work adjustments or assignments of less than 3 months, and centrally assigned exam marking, are not covered under Article 7 and may be assigned at the discretion of the employer.
- 7.10 Work assignments or adjustments of three months or less that are due to leave replacements for an Athabasca University Faculty Association staff member, will be assigned at the discretion of the employer in accordance with the scope of duties to be determined at the time of the work assignment. Employees who are assigned these duties will remain CUPE members, and only CUPE dues will apply to all compensation. Dues will be paid to the Union in accordance with Article 2.05 (2) and Article 12.05 (a) and (b).**

Article 8 - Right to information

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

Article 9 - No discrimination

- 9.01 The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any matter in this Agreement by reason of:
- (a) race;
 - (b) religious beliefs;
 - (c) colour;
 - (d) sex;
 - (e) physical disability;
 - (f) marital status;
 - (g) age;
 - (h) ancestry;
 - (i) place of origin;
 - (j) political affiliation;
 - (k) parental status;
 - (l) sexual orientation;
 - (m) membership or non-membership or lawful activity or lack of activity in the union; or
 - (n) the exercise of rights under this Agreement.
- 9.02 Sub-article 9.01 as it relates to age and marital status does not affect the operation of any bona fide retirement or pension plan or the terms or conditions of any bona fide group or employee insurance plan.
- 9.03 Sub-article 9.01 does not apply with respect to a refusal, limitation, specification or preference based on a bona fide operational requirement.

Article 10 - Sexual and other harassment

- 10.01 The parties agree that individuals should be able to work and study in an environment free from 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 11 - Health and safety

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

Article 12 - Wage rates

12.01 Effective July 1, **2002**, 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 "Step 1" rate shown;
- (b) employees in their 4th, 5th, or 6th year of employment shall receive "Step 2" rate shown;
- (c) employees in their 7th or more years of employment shall receive "Step 3" 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, 2002

Schedule "A"

<u>ASSIGNMENT</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Individualized study tutor/Block*	\$ 371.82	\$ 399.71	\$ 427.59
Standard Group Study Course (per 39 contact hours)	\$3150.05	\$3385.55	\$3621.09
Academic Expert	\$ 21.87	\$ 23.51	\$ 25.16
Marking/Deemed Hour	\$ 21.87	\$ 23.51	\$ 25.16
Other Hourly Pay \$ 21.87	\$ 23.51	\$ 25.16	
Study Circle	\$ 21.87	\$ 23.51	\$ 25.16

INDIVIDUALIZED STUDY COURSES

***Individualized study tutors** who tutor fewer than one and one half (1.5) blocks of assigned work shall be paid an additional two (2) hours per month to facilitate the checking of and responding to voice and e-mail messages every two business days.

When an **individualized study** block course is delivered to the same students using more than one tutor at the same time, block payment plus a premium of 15% will be divided proportionately among the tutors.

STANDARD GROUP STUDY COURSES

When a standard group study course is delivered using more than one tutor, the payment plus a premium of 15 % will be divided proportionately among the tutors.

Standard group study courses will be classified as either A, B, or C as determined by the group study 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	\$464.70 Premium
C	Over 7 hours	\$697.07 Premium

A per student premium in the amount of **\$36.13** will be paid to Standard Group Study 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.

STUDY CIRCLE

A study circle is a method of group study in which courses are delivered to a small number of students, usually six to ten (6 to 10) students, in a classroom setting or by audio-video- conference. Maximum hours of tutoring, including marking, will not normally exceed 50 hours for a three-credit course and 100 hours for a six-credit course.

When a standard group study course **or study circle course** is cancelled later than three weeks prior to the scheduled start date, and when the employer has received a course outline from the employee by that time, or when the employee is hired less than three weeks prior to the scheduled course start date, whether or not a course outline has been received from the employee, the employee shall be paid a preparation stipend in the amount of \$ **235.14** for a 3-credit course and \$ **470.29** for a 6-credit course.

WAGES – JULY 1, 2003

Schedule "A"

<u>ASSIGNMENT</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Individualized study tutor/Block*	\$ 387.62	\$ 416.70	\$ 445.76
Standard Group Study Course (per 39 contact hours)	\$3283.93	\$3529.44	\$3774.99
Academic Expert	\$ 22.80	\$ 24.51	\$ 26.23
Marking/Deemed Hour	\$ 22.80	\$ 24.51	\$ 26.23
Other Hourly Pay \$ 22.80	\$ 24.51	\$ 26.23	
Study Circle	\$ 22.80	\$ 24.51	\$ 26.23

INDIVIDUALIZED STUDY COURSES

***Individualized study tutors** who tutor fewer than one and one half (1.5) blocks of assigned work shall be paid an additional two (2) hours per month to facilitate the checking of and responding to voice and e-mail messages every two business days.

When an **individualized study** block course is delivered to the same students using more than one tutor at the same time, block payment plus a premium of 15% will be divided proportionately among the tutors.

STANDARD GROUP STUDY COURSES

When a standard group study course is delivered using more than one tutor, the payment plus a premium of 15 % will be divided proportionately among the tutors.

Standard group study courses will be classified as either A, B, or C as determined by the group study 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	\$484.45 Premium
C	Over 7 hours	\$726.70 Premium

A per student premium in the amount of **\$37.67** will be paid to standard group study 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.

STUDY CIRCLE

A study circle is a method of group study in which courses are delivered to a small number of students, usually six to ten (6 to 10) students, in a classroom setting or by audio/video conference. Maximum hours of tutoring, including marking, will not normally exceed 50 hours for a three-credit course and 100 hours for a six-credit course.

When a standard group study course **or study circle course** is cancelled later than three weeks prior to the scheduled start date, and when the employer has received a course outline from the employee by that time, or when the employee is hired less than three weeks prior to the scheduled course start date, whether or not a course outline has been received from the employee, the employee shall be paid a preparation stipend in the amount of \$ **245.14** for a 3-credit course and \$ **490.28** for a 6-credit course.

12.02 Wages must be paid monthly.

12.03 A statement of earnings and deductions must be provided with each payment of wages.

12.04 When an appointment of an employee has not been processed in time to effect payment on the normal pay date, the employer must pay the wages within 15 days of the first pay date.

- 12.05 (a) An employee who assumes the responsibility of a supervisor or a coordinator will be paid in accordance with the Collective Agreement between the employer and the Athabasca University Faculty Association.
- (b) **Notwithstanding 12.05(a), work assignments or adjustments of three months or less that are limited to leave replacements for an Athabasca University Faculty Association staff member, the employee will remain a CUPE member in accordance with Article 7.10.**
- (c) When the term appointment as described in 12.05 (a) is complete, the former CUPE 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 22.07 shall apply.
- 12.06 If an employee is employed by the employer to design or re-design a course, the employee will be paid an amount agreed to in writing between the employer, the union and the employee, but not less than the employee's regular hourly rate.
- 12.07 (a) The number of students per **individualized study** block and the deemed hours of marking (**individualized study** and call centre courses) will be determined by the employer following consultation with affected employees. The employer will notify the union at the time such consultation is initiated.
- (b) A premium of 5 minutes per assignment shall be added to the deemed hours of marking for call centre courses.
- 12.08 For **individualized study** courses, tutor block size and deemed hours of marking will be communicated to the union by July 1 of each year to be effective on the following September 1 for a 12-month period. Changes may also be made at other times of the year, following consultation with and agreement by affected employees. In such cases, the union will be notified at the time such consultation takes place.
- 12.09 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 group study courses, **study circle courses** or to attend meetings referred to in Article 12.10 above, the employee will be paid at the rate of **\$17.26** per hour (**\$18.00** effective July 1, **2003**).

- 12.12 An **individualized study** block tutor, group study course tutor, **study circle course tutor**, academic expert, or marker shall be paid **\$235.14** (**\$245.14** effective July 1, **2003**) for a 3-credit course and **\$470.29** (**\$490.28** effective July 1, **2003**) for a 6-credit course when they are assigned to a course for the first time or when there is a major course revision.
- 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.
- 12.14 **Individualized study tutors will be compensated on a per student basis for each student in excess of the maximum of the employee's current block work assignment as follows:**
- (a) **The payment will be calculated by taking the monthly block payment and dividing it by the maximum number of students in a block.**
 - (b) **In situations where the tutor has courses with variable block sizes, the overload payment will be calculated using an average block size of thirty-six (36) students.**
 - (c) **The calculation will be made monthly with payments being remitted to tutors twice a year.**
 - (d) **The overload payments will be calculated using student numbers as at the 20th of each month.**
 - (e) **Notwithstanding Article 7.06, the employer has the right to assign work, and the employee shall accept work, to a maximum of one-quarter (1/4) block over the employee's current block work assignment. Where the employer determines that the trend of an additional one-quarter (1/4) block of work is sustainable, the work will be assigned in accordance with the provisions of Article 7.**

Article 13 - Vacation and vacation pay

- 13.01 An employee shall be entitled to vacation pay in the amount of 8% of the total gross salary for each month.
- 13.02 Vacation pay shall be calculated and identified separately and included with each regular salary payment.
- 13.03 An employee with a **individualized study** block work assignment shall take a minimum of two weeks vacation (without pay) in each 12 month period commencing September 1 and ending the following August 31.
- 13.04 Vacation shall be scheduled by mutual agreement between the employee and the employee's immediate supervisor.

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 Year's 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.
- 14.05 In lieu of paid holidays, academic experts and markers shall receive holiday pay in the amount of 1.2% of monthly gross wages.

Article 15 - Employee expenses

- 15.01 Employees who are required to attend meetings as requested by their supervisor will be reimbursed for travel and subsistence expenses in accordance with the University Expense Claim Policy adopted by the employer from time to time.
- 15.02 The employer agrees to reimburse employees for disbursement for purchases of supplies or services in accordance with the Athabasca University Travel and Expense Claim Policy adopted by the Employer from time to time. Any purchases of supplies or services not in accordance with such Policy must be authorized in advance by the employer.
- 15.03 Where the employee performs work requiring computer hardware, as determined by the employer, and where the employer has not supplied all the necessary equipment at the employee's normal worksite, the employee will be reimbursed \$30.00 per month for use of their own computer hardware.

Article 16 - Maternity leave

- 16.01 (1) **A pregnant employee who has been employed by the University for at least 52 consecutive weeks is entitled to maternity leave without pay. The employee shall be granted up to 15 weeks maternity leave without pay and granted up to 37 consecutive weeks parental leave without pay immediately following the last day of maternity leave.**
- (2) **A pregnant employee who has been employed by the University for less than 52 consecutive weeks shall be granted up to 26 weeks of maternity leave without pay.**
- (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 two (2) weeks notice in writing of the date on which she intends to commence maternity leave and the estimated date of return.**
- 16.02 **An employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the employee and her employer agree to shorten the period by the employee's giving her employer a medical certificate indicating that resumption of work will not endanger her health.**
- 16.03 (1) **An employee granted leave without pay pursuant to sub-article 16.01 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 wishing to change the date of return to work should notify the employer as soon as possible prior to the date of return, but in any case must give four (4) weeks notice in writing of her intention unless there is a medical reason for less notice.**
- 16.04 **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.**

- 16.05 Notwithstanding anything to the contrary in this Article, an employee on a temporary contract is eligible for maternity leave, but the maternity leave shall not extend beyond the term of the contract for that employee.
- 16.06 (1) A pregnant employee who presents medical evidence from her physician which satisfies the University that continued employment in her present position may be hazardous to herself or her unborn child, may request a temporary transfer to a more suitable position if one is available.
- (2) When no suitable position is available the employee may, if eligible, apply for immediate commencement of maternity leave.
- (3) In the event that maternity leave must commence in the early stages of pregnancy, the employee shall be entitled to up to 6 months of leave following the date of birth.
- 16.07 Notwithstanding the foregoing provisions of this article, an employee who is unable to perform her duties by reason of pregnancy, whether before or after confinement, shall be entitled, upon satisfactory medical proof thereof, to have such portion of her maternity leave treated as if it were paid illness leave in accordance with the provisions of Article 18.02 (e). The employer may institute a Supplementary Unemployment Benefit Plan (SUB Plan) to defray part of the cost of such health related absence. The employer agrees to consult with the union prior to instituting a SUB Plan.

Article 17 - Parental leave

- 17.01 Normally upon four (4) weeks written notice but not less than two (2) weeks being given to the employer, an employee shall be granted leave of absence without pay as follows:
- (a) A Staff Member (father and/or adopting parent(s)) who has been employed by the University for at least 52 consecutive weeks shall be entitled to not more than thirty-seven (37) weeks parental leave, without pay within the fifty-two (52) week period immediately following the birth (in the case of a father) or the placement of the child with the adoptive parent(s).
 - (b) A Staff Member (father and/or adopting parent(s)) who has been employed by the University for less than 52 consecutive weeks shall be entitled to not more than twenty-six (26) weeks parental leave, without pay within the fifty-two (52) week period immediately following the birth (in the case of a father) or the placement of the child with the 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 parents may access parental leave, however, the combination of leaves cannot exceed twelve (12) months.
- 17.02
- (a) An employee granted leave without pay pursuant to sub-article 17.01 shall upon return to work, be returned to his/her former position or be placed in another comparable position at not less than the same salary and benefits that had accrued to her prior to commencing leave.
 - (b) An employee should give an estimated return date when they give notice of the leave. If they wish to change the intended return to work date they should notify the employer as soon as possible prior to the date of return, but in any case must give four (4) weeks notice in writing of his/her intentions.
- 17.03 An employee may be required to provide substantiation of eligibility for leave.

Article 18 - Special leave

- 18.01 (1) An employee who is unable to work on a scheduled work day due to the circumstances in this Article shall be granted, upon application, special leave at the employee's basic rate of pay.

Notwithstanding the foregoing, markers and academic experts will be paid for special leave only if the marking or academic expert work that would have been assigned to the employee must be assigned to another individual. In such cases, the special leave pay per day will be calculated as the employee's last quarter marking and academic expert pay divided by 62.

- (2) The circumstances under which special leave is granted, subject to sub-article 18.02, and the corresponding maximum number of scheduled work days are as follows:
- (a) illness within the immediate family/birth of your own child - 2 days,
 - (b) bereavement - 3 days,
 - (c) travel time for illness within the immediate family/ bereavement/birth of your own child - 2 days,
 - (d) moving household effects - 1 day per year,
 - (e) illness including birth - 5 days per year.
 - (f) when an employee has a catastrophic illness, the employee is entitled to an additional 5 days per year.

- 18.02 For purposes of determining eligibility for special leave under sub-article 18.01, the following provisions apply:

- (a) illness within the immediate family - leave of absence shall be granted for the purpose of taking care of the person who is ill. Immediate family means: spouse (including common-law spouse or same sex partner),

son, daughter, mother or father;

- (b) bereavement - leave of absence will be granted in the event of the death of the employee's spouse (including common-law spouse **or** same sex partner), parent, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them;
- (c) travel time under 18.01 (2) (c) means travel where long distances or travel to or from isolated areas is involved;
- (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) or (f). In the absence of satisfactory proof, the leave will be treated as leave without pay.

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 19 - Academic leave

- 19.01 An employee who has been employed by the employer for at least 6 years may apply for up to 6 months leave of absence with full pay and benefits.
- 19.02 An application under sub-article 19.01 must be granted by the employer if:
- (a) the employer is satisfied the research or other activity is appropriately related to **the employee's work for Athabasca University in** distance education;
 - (b) the research or activity is approved by the employer, and;
 - (c) operational requirements of the employer allow the leave to be granted.

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 21 - Tuition waiver

- 21.01 An employee who has at least ten months seniority, is eligible to enroll in one six-credit course or two three or four-credit courses at the University, per year. This eligibility shall also extend to the employee's spouse and any dependents over the age of 18 years. The normal admission fee will apply, but tuition fees, up to the level of undergraduate course tuition fees, will be forgiven. Waiver of tuition fees will be treated as a taxable benefit.
- 21.02 The value of the benefit in Article 21.01 may be applied toward the cost of an Athabasca University graduate course.

Article 22 - Layoff, work reduction and recall

General

- 22.01 Except for 22.09, this article applies only to employees appointed to positions with an indefinite term.
- 22.02 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 shall be provided with the past or prospective enrolment information on which the decision was based.

Academic Experts and Indefinite Term Markers who were previously Individualized study tutors

- 22.03 When an **individualized study tutor's** work is restructured to the Call Centre or Vital and that tutor's work assignment remains over 30.6 hours per month, all Article 22 provisions continue to apply. The employee shall be paid layoff pay in accordance with Article 22.04 (c) if that tutor's work drops below 30.6 hours per month for three consecutive calendar months.

After that, notwithstanding Article 7.06 (a), no minimum workload shall apply and Article 22 shall NOT apply with respect to layoffs but shall continue to apply with respect to work reductions.

Layoff clauses – Indefinite Term Individualized study tutors

- 22.04 (a) 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 terminated
- (b) When the employer determines that an employee shall be laid off, the employee shall be given one month's written notice.
- (c) An employee 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's pay 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 for **individualized study tutors**.

- (d) During the first twelve months of layoff of an indefinite term **individualized study tutor**, the employer shall continue all benefit payments for the employee on layoff.

Employees Hired Directly as Academic Experts or Indefinite Term Markers

- 22.05 Where an employee's work assignment has been reduced to zero for a period of twenty-four months, the employee's employment shall be terminated.

Work Reduction Clauses – Indefinite Term Individualized study

- 22.06 (a) When the employer determines that an indefinite term **individualized study tutor's** work assignment shall be reduced due to insufficient enrolment, the employee shall be given written notice of such change two (2) weeks in advance.
- (b) Work reduction for indefinite term **individualized study tutors**, in a course, normally shall be in the reverse order of seniority subject to 22.06 (c) and 22.06 (d); the employer however may consider bona fide geographical requirements.
- (c) When a reduction for indefinite term **individualized study tutors** 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 currently are being tutored or previously have been tutored (within the past twenty-four months) by the senior employee, the work reduction shall be applied as follows, with the particular method to be determined by the employer.
- (1) The work reduction shall be applied to the junior employee with a consequent redistribution of students to the senior employee.

Or

- (2) The junior employee shall retain current students and the senior employee shall 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 22.07 (e).

The senior employee shall only receive additional 1/4 block payments when each additional 1/4 block has the maximum student load or after 4 months has

elapsed, whichever comes first.

- (d) Notwithstanding 22.06(c), in the event that a work reduction due to insufficient enrolment follows within twelve months of an increase to a work assignment of a senior tutor, the work reduction shall be applied to that senior tutor up to the amount of the increase. Any further work reduction shall be in accordance with Article 22.06 (b) and (c).
- (e) The employer may reduce the work of junior indefinite term **individualized study tutors** whose work has been reduced in accordance with 22.06 (c) to a minimum of one half block.

Work Reduction Clauses: Academic Experts and Indefinite Term Markers

- (f) When the employer determines that an academic expert or indefinite term marker work assignment shall be reduced, the employee shall be given two weeks' written notice of such change.
- (g) Work reduction for academic experts and indefinite term markers shall be done in reverse order of seniority.

Recall Clauses – Indefinite Term Individualized study, Academic Experts and Indefinite Term Markers

- 22.07
- (a) An employee shall be considered to be on recall status for a continuous period of twenty-four months. During this period such recall shall take precedence over the assignment of work under Article 7.
 - (b) Indefinite term **individualized study tutors** on layoff who are recalled shall in all cases receive a minimum of one month's layoff pay.
 - (c) Notwithstanding Article 7, indefinite term **individualized study tutors** on layoff, or academic experts and indefinite term markers whose work has been reduced to zero, may be offered any work assignment, in half-block increments for **individualized study tutors** if necessary, for which they possess the bona fide course specific qualifications.
 - (d) Normally indefinite term **individualized study tutors** whose work has been reduced shall be recalled to their former positions in quarter block increments as soon as work is available. However, where indefinite term **individualized study tutors** are on layoff status, they shall be recalled to their former positions

in half block increments as soon as work is available and in quarter block increments thereafter.

- (e) Recall shall be in order of seniority from amongst all indefinite term **individualized study tutors** who are currently tutoring or have previously tutored (within the past twenty-four months) the course in which work is available.
- (f) Recall shall be in order of seniority from amongst academic experts or indefinite term markers who have successfully worked in the same course in the same or similar (as defined in Article 7.02 (a)) role in the previous twenty-four months.

Summer Work Reduction

22.08 Notwithstanding Article 7 and Article 22.01 – 22.07 the following provisions shall apply to the period July 1 to August 31 in each year:

- (a) A **individualized study** block tutor, academic expert or marker 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 shall be returned to the employee if the work assignment or its equivalent is available. If it is not available in its entirety, Articles 22.06 (e), and 22.07 (a)-(f) shall apply.

Early Termination of Definite Term Appointment

22.09 Where the employer decides it is necessary to terminate a definite-term work assignment prior to the specified end date due to lack of work, the employee shall receive one month's written notice or pay in lieu thereof.

Article 23 - Discipline and discharge

- 23.01 (1) An employee may be disciplined or dismissed but only for just cause.
- (2) Warnings and suspensions (with or without pay) shall be imposed by the appropriate Centre Chair or designate. Dismissal shall be imposed by the Vice-President Academic or designate (who shall be another executive officer).

23.02 The employer accepts the principles of progressive discipline.

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

The employer may:

- (a) request a written response to the communication allowing 30 days for the employee to respond; or
- (b) request a meeting with the employee for the purpose of discussing the concerns.
- (2) After the process in (a) or (b) above, or if the employer has made all reasonable efforts to conduct the process but has been unable to do so, and if the employer still believes that there is cause for discipline, the employer may give the employee written notice of discipline. Such discipline may include a warning, suspension, or dismissal. A copy of the notice will be placed in the employee's Personnel File and a copy will be sent to the union. In the case of a warning or suspension, the notice will state what the concern is and what actions are required of the employee, and will specify a reasonable time in which the employee shall comply with this requirement. In the case of dismissal, the notice shall include the reason(s) for dismissal.
- (3) Except in extreme circumstances, no further action shall be taken against an employee prior to the time specified in a warning or suspension.

- 23.04 Notwithstanding any other provision of this article, the university president may, upon written notice to the employee and the union, relieve an employee from duty temporarily with pay pending investigation of a situation.
- 23.05 Provided that the employee does not receive an additional written notice of discipline, any notice of discipline in the employee's Personnel File will be removed from that File after 18 months and cannot be used in conjunction with any subsequent discipline.
- 23.06 When the employer convenes a meeting with an employee with the intent of discussing or administering discipline, the employee is entitled to have a union official present at the meeting.
- 23.07 If an employee has received a second or subsequent letter of discipline (other than dismissal) within a twelve month period, relating to unsatisfactory performance, the employee will not be eligible to receive new or additional work assignments until (1) the end of the specified period in which improvement or correction is expected or (2) the discipline is grieved and found to be unjustified. The specified period of time in the second or subsequent notice of discipline shall not exceed three months. If the discipline is grieved and found to be unjustified, the employee shall receive all monies and benefits that the employee would have received had the discipline not been imposed.
- 23.08 Progressive discipline need not be followed in cases of dismissal resulting from severe problems such as violent behaviour or gross insubordination.
- 23.09 The Personnel File referred to in this Article is the Personnel File of an employee as defined in Article 32.
- 23.10 Regardless of the foregoing provisions of this Article, the employer shall have the right to dismiss an employee for just cause.

Article 24 - Record of employment

- 24.01 The employer must give to an employee who is laid off or whose employment is terminated a duly completed Record of Employment form within 5 days of the date of the employee's last regular pay date.

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

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

If an employee has a grievance the employee shall put the grievance in writing to the **Director, Human Resources** 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 within 21 calendar days of receipt of the grievance by the employer. The grievor shall be accompanied by a union official at the discussion. The **employer** shall reply in writing to the grievor, with a copy to the union, within 14 calendar days of the meeting.

25.05 Step Two

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

The Vice President Academic **or designate, who shall be another executive officer**, shall convene a meeting in person, or where the parties agree, by teleconference, of representatives of the union and the employer to discuss the grievance at Step two within 21 calendar days of receipt of the grievance and shall reply in writing within 14 calendar days of the meeting. Such reply shall include reasons for the decision.

25.06 Adjudication

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

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

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

- 25.09 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final, binding, and enforceable on all parties. The Board shall have no jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions in place of them, nor give any decision inconsistent with the express terms and conditions of this Agreement.
- 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 26 - Employer - union relations

- 26.01 Each party will provide written notice to the other of those persons authorized to amend the terms of this Agreement during its term.
- 26.02 All correspondence between the parties which is required by this Agreement, except where otherwise expressly provided, shall pass between the Chairperson for the union, or designate, and the President's Office, or designate.
- 26.03 The employer agrees to provide all new employees with a copy of this Agreement upon hiring.
- 26.04 The employer shall provide a copy of this Agreement to each employee and shall provide additional copies to the union as may be requested from time to time.
- 26.05 The cost of printing copies of this Agreement shall be borne equally by the parties.
- 26.06 The union may use the employer's **electronic communication system to communicate with its members in addition to accessing the University's regular mailing system (in which event the union will reimburse the University for any additional postal costs incurred).**
- 26.07 **The employer agrees, where feasible, to enable the union to hold meetings by providing space on University property or at locations where facilities may be rented by the University from time to time. The employer further agrees to facilitate the provision of information about the union's annual general meeting.**

26.08

Joint Labour Management Committee

The parties agree to the following guidelines:

- (1) The parties will meet once each quarter on a date to be mutually agreed upon. Additional meetings, if required, will be arranged by mutual agreement of both parties.
- (2) A representative of each party shall be designated as joint chair and the two persons shall alternate in chairing the meetings of the committee.
- (3) Agenda items shall be submitted to the joint chairs, 7 days prior to each meeting.
- (4) Each party shall have three representatives. A meeting shall require a quorum consisting of at least two members from each party.
- (5) The committee is not empowered to make any amendments to the Collective Agreement

Article 27 - Union business

- 27.01 (a) **The employer agrees to pay to the union's representatives an honorarium totaling \$2300.54 (\$2398.32 effective July 1, 2003) a year for time spent on the administration of this Agreement or related to union business. This amount may be divided among up to three Union Co-Chairpersons.**
- (b) For time spent in collective bargaining, up to five union representatives each will be:
- (i) granted up to three days leave with pay; or
 - (ii) provided monetary compensation for up to three days provided that they are able to make up the time and that the same level of service to students is guaranteed. For the purposes of this clause, one day's pay shall be 7 hours at the employee's hourly rate of pay.
- 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 28 - Professional development

- 28.01 The employer agrees to contribute \$10,500.00 each April 1st to a Professional Development Fund. The unspent balance at March 31st of each year will be carried forward into the next year.
- 28.02 The fund shall be administered by two representatives appointed by the employer and two by the union.
- 28.03 The fund shall be used for such employee professional development purposes as are jointly agreed by the above administrators.
- 28.04 The employer agrees to provide each indefinite term employee access to a **professional development** allowance of \$200.00 per year, **which may be accumulated for a maximum of three years. It** may be claimed once per year upon production of receipts for the purchase of books, equipment, professional journals, library fees, professional fees, **course registration fees or conference registration fees and related expenses** when these are related to the employee's tutoring duties and responsibilities.

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 **\$17.26** (**\$18.00** effective July 1, **2003**) per hour for travel time and reimbursed for travel and subsistence costs associated with their attendance at meetings.

Article 30 - Probationary period

- 30.01 An employee appointed to a position with an indefinite term shall be considered to be on probation until the employee has completed 12 months of employment in the position.
- 30.02 A probationary employee who is absent from work for any reason for a consecutive continuous period of one month or longer will have their probationary period extended by the same amount of time as the consecutive continuous period of absence.
- 30.03 The employee must meet the requisite criteria and standards of performance which will be provided to the employee at the time of appointment to the position.
- 30.04 The employee's supervisor shall be responsible for continuing review of the appointment and performance during the probationary period. By no later than 1 month prior to the end of the probationary period, the centre chair and supervisor shall jointly recommend one of the following courses of action to the Vice President Academic **or designate, who will be another executive officer**, for approval:
- (a) permanent appointment to a position with an indefinite term;
 - (b) termination of employment prior to or at the end of the probationary period.
- 30.05 The probationary employee shall be advised in writing, with a copy to the union, with respect to continuation not later than two weeks prior to the end of the probationary period.
- 30.06 In exceptional cases the University may initiate an early review.

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 Co-ordinator, Learning Services – Tutorial 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;
- (b) When an employee has resigned and is rehired at a future date under the scope of this agreement the employee shall have no

accumulated seniority 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 33 - Technological or procedural change

33.01 Definition:

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

33.02 Notice:

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

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

- (a) a detailed description of the proposed change;**
- (b) identification of the date on which the employer proposes to implement the change;**
- (c) description, to the best of the employer's ability, of the effects expected from the change on the terms, conditions or security of employment of any employee or employees, and identification of the number, type and location of employees likely to be affected, as far as known to the employer at the time.**

33.03 Consultation:

Upon notice pursuant to 33.02 the employer and the Union shall each appoint representatives to an *ad hoc* consultation committee that shall thereupon engage in consultation concerning the matters referred to in 33.02 (a), (b) and (c).

33.04 Any electronic monitoring by the employer of employees and the work for which they are employed shall be undertaken only with their knowledge.

Article 34 – Academic opinion

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

Article 35 – Appeal process

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

- 35.01 An appeal may be launched for disagreements between the employee and their supervisor or course coordinator for issues including, but not limited to, the following:
- (a) assignment of work and scheduling including disputes under the Letter of Understanding – Two Tutors Per Course;
 - (b) deemed hours of marking and number of students per block per Articles 12.07 and 12.08;
 - (c) availability hours;
 - (d) record-keeping;
 - (e) course delivery materials (including exams); and
 - (f) unsuccessful completion of Group Study **or Study Circle** course per Article **7.03**.
- 35.02 If an employee has, or believes to have, reasonable grounds to appeal, the employee shall discuss the problem and possible remedies with their supervisor or course coordinator.
- 35.03 If the employee is not satisfied with the supervisor's or course coordinator's response, the employee may appeal, in writing, to the Vice-President, Academic or designate who shall be another executive officer ("the employer"). At the same time, the employee shall send copies to both the **Director, Human Resources** and the union.
- 35.04 Either the employee or the employer may request a meeting to discuss the appeal. Such discussion shall be scheduled mutually within twenty-one (21) calendar days of the request. At the discussion, a union official may accompany the employee.
- 35.05 The employer shall reply in writing to the employee, with a copy to the union, within fourteen (14) calendar days of the meeting.
- 35.06 Regardless of a meeting, the employer shall render a decision in writing to the employee, with a copy to the union, within thirty-five (35) calendar days of receipt of the appeal.
- 35.07 The decision of the employer is final and binding and is not subject to further appeal or grievance.
- 35.08 The timelines in this article may be extended by mutual agreement of the union and the employer. Such agreement shall not be unreasonably denied.

Article 36 – Benefits

- 36.01 The employer agrees to co-ordinate the implementation of, and provide ongoing administration for, a 100% employee paid health and insurance benefits plan.
- 36.02 For employees enrolled in the plan, the employer shall deduct each employee's premium costs from the employee's monthly wages.

Article 37 - Effective date and duration of agreement

- 37.01 This Agreement has effect from 1 July **2002** and lasts until 30 June **2004**.
- 37.02 Notwithstanding Article 37.01, the Agreement may be amended for articles other than those listed in Article 37.01, at any time prior to 30 June **2004** on the mutual agreement of both parties.
- 37.03 After 30 June **2004** this Agreement remains in effect from year to year unless either party gives to the other a notice in writing under Sub-Article 37.04 that it desires to amend the Agreement.
- 37.04 Notice that amendments are desired may be given at any time between 30 and 120 days before the expiration date of this Agreement or in the same period prior to an anniversary of the expiration date.
- 37.05 When notice of amendment or termination of this Agreement is given, the Agreement continues in force until a new Agreement, or an amendment to this Agreement is ratified and signed by both parties.

**LETTER OF UNDERSTANDING
TECHNOLOGICAL CHANGE**

The parties agree, in accordance with Article 33 – Technological or Procedural Change, to use the following in consultation and implementation of technological change:

Consultation

The *ad hoc* committee established under Article 33.03 will identify, discuss and make recommendations on implementation and impacts of the proposed change, including but not limited to the following:

- Level of compensation
- Training
- Equipment and connectivity
- Help desk/institutional support
- Criteria and process for future evaluation of the proposed change
- Occupational health and safety issues
- Loss of employment impacts
- Changes to the nature of affected existing work and relevant duties required.
- Initial term of implementation

Such recommendations will include ways to ameliorate any negative impacts on employees' terms and conditions.

At least 10 working days before the date of implementation of the change, the *ad hoc* committee shall provide the employer and the union with a report containing its recommendations, or indicating the later date at which it will provide its report and recommendations and explaining why more time is required.

The above shall not unreasonably impede or delay the implementation of the technological or procedural change.

Implementation


Changes covered by Article 33 will be implemented for a term of no longer than three years from the expiration of the notice period defined in 33.02. No later than 90 days prior to the end of the term, the Employer and Union will reconvene the *ad hoc* committee defined above to discuss the impact of the change on affected employees. No later than 30 days prior to the end of term, the *ad hoc* committee shall provide a report to the employer and the union containing its recommendations or indicating the later date at which it will provide its report and recommendations and explaining why more time is required. The Employer will then determine how further implementation will proceed.

Where changes are not covered by Article 33, but may potentially have significant impact on terms or conditions or security of employment, the employer and the union will discuss and resolve outstanding issues in a timely manner.


This Letter of Understanding shall remain in full force and effect until June 30, 2004 and may be extended on the mutual agreement of both parties.

**ON BEHALF OF THE ATHABASCA
UNIVERSITY GOVERNING COUNCIL**

**ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 3911**



March 31, 2003
DATE



April 9/03
DATE

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


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

1. The Employer will provide the Union and any affected employees with an outline for the pilot project (for the purpose of obtaining feedback from the Union) at least two months prior to implementation. The outline will include: the nature of the project, training needs, evaluation method, compensation including time tracking procedure, if applicable, and assignment of work or posting procedure, if applicable.
2. Normally a pilot project will be for a period of not more than two years. If the employer determines that a pilot project should be continued past two years, the length of the extension will be determined in consultation with the union.
3. Employees engaged in a pilot project will be reimbursed for applicable expenses in accordance with the University Expense Claim Policy adopted by the employer from time to time.
4. Once the pilot project is over, and assuming that the employer wants to regularize the delivery model, the parties will meet to negotiate rates of compensation and the application of the provisions of the Agreement with respect to employee work assignments.
5. Notwithstanding any of the above, no employee will be required to participate in a pilot project. Where an employee declines a pilot project work assignment, the employee's eligibility for future work assignments will not be affected.
6. During the term of this Letter of Understanding, pilot projects shall not be subject to Articles 2.02, 7, and 33.


This Letter of Understanding shall remain in full force and effect until June 30, 2004 and may be extended on the mutual agreement of both parties.

ON BEHALF OF THE ATHABASCA
UNIVERSITY GOVERNING COUNCIL

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



March 31, 2003
DATE



April 9/03
DATE

LETTER OF UNDERSTANDING, NUMBER OF COURSES PER BLOCK

1. The parties agree that for the length of the agreement or two years, whichever is longer, the following staggered model shall be followed for assigning maximum number of courses per blocks:

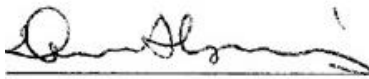
BLOCKS	# OF COURSES
0.50	4
0.75	4
1.0	4
1.25	6
1.50	7
1.75	8
2.0	8
2.25	10
2.50	11
2.75	12
3.0	12

2. At its outset, this Letter of Understanding shall not affect a current employee's work assignment in terms of numbers of courses in each block. Over time, however, and as the employer is able, all employees will be subject to the above grid, but only at such time as the employees can be assured of at least the same level of work.
3. Assignment of maximum number of courses per block in accordance with this Letter of Understanding shall commence the month following the date of signing of this Agreement.
4. During the term of this Letter of Understanding, the union will do ongoing analysis of the effect of this change in model. Within three months of ratification of the agreement, the employer and the union will agree at Labour Management Committee to a method of analysis. Reports will be submitted to the Labour Management Committee six months prior to the expiry of the Letter of Understanding.
5. During the term of this letter of understanding, this Letter of Understanding shall supersede Article 7.06 (b) (iv) and Article 12.09.


This Letter of Understanding shall remain in full force and effect until June 30, 2004 and may be extended on the mutual agreement of both parties.

**ON BEHALF OF THE ATHABASCA
UNIVERSITY GOVERNING COUNCIL**

**ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 3911**



April 31, 2003
DATE



April 9/03

LETTER OF UNDERSTANDING
TWO TUTORS PER COURSE

The purpose of this Letter of Understanding is to ensure there will be backup tutoring services when possible. For the purpose of this letter, "tutors" includes academic experts and markers, and a unit of work is as defined in Article 7.06.

The parties agree that in order to facilitate the appointment of two tutors for any course, the following procedure will be followed and may apply to existing, future or new work assignments.

1. For courses with more than one unit of work available, each tutor will be permitted to retain a minimum of one unit or their current work allotment, whichever is less.
2. For courses having only one unit of work available, each tutor shall be permitted to retain one-half unit of course work or their current work assignment, whichever is less.
3. For courses having less than one unit of work available, each tutor shall be permitted to retain their current work assignment.
4. In the reorganization of work assignments, except in cases of increases in work, this Letter or Understanding will take precedence over Article 7 and Article 22.
5. The reassignment of courses will be at the discretion of the employer based on a tutor's qualifications.
6. If the tutor refuses the courses offered under reorganization of work as per this Letter of Understanding, Article 22 with respect to layoff pay and work reduction in order of seniority will not apply.
7. In the event of any dispute arising in respect to the operation, interpretation, or implementation of the Letter of Understanding, either party (the tutor or the employer) may initiate the appeal process in accordance with Article 35 of the collective agreement.
8. The application and implementation of this Letter of Understanding shall not result in the loss of the total level of work assigned unless the tutor refuses work in other courses for which the employer determines they are qualified.

This letter of understanding shall remain in full force and effect until **30 June 2003** and may be extended on mutual agreement of both parties.

**ON BEHALF OF THE ATHABASCA
UNIVERSITY GOVERNING COUNCIL**

**ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES,**

LOCAL 3911

[Signature]
March 31, 2003
DATE

[Signature]
April 9/03
DATE

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

31 day of March, 2003

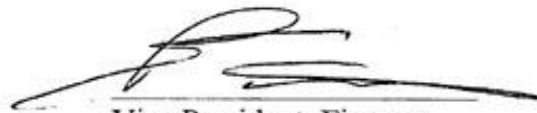
Witness



President,
Athabasca University



Witness



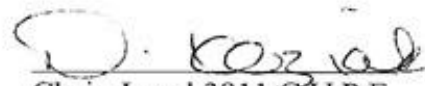
Vice President, Finance
Athabasca University

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES on the


9 day of April, 2003



Witness



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



Witness



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