

Athabasca University

AUFA Collective Agreement

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TERM.	2000	06	30
No. OF EMPLOYEES	170		
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Terms and Conditions of Agreement between

Athabasca University Governing Council (AUGC)

&

Athabasca University Faculty Association (AUFA)

July 1, 1999 to June 30, 2000

(Boldface indicates amendments from the previous agreement)

Headings

Interpretation

Letters and Memoranda of Agreement

1. Definitions

2. Scope, Duration, Renewal and Amending Procedures

2.1 Scope

2.2 Duration

2.3 Renewal and Amendment

2.4 Security of Employment

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

3.1 Regular Appointment

3.2 Probation

3.2.7 Early Review

3.3 Determination and Performance of Duties

3.4 Term Assignment

3.5 Appointment Procedure

3.6 Promotion Of Staff Members

3.7 Criteria for Staff Member Appointment and Academic Promotion

3.7.3 Academic Positions

3.8 Guidelines for Application of Criteria

3.8.1 Academic Positions

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

4.1 Regular Appointment

4.2 Probation

4.3 Determination and Performance of Duties

- 4.4 Term Assignment
- 4.5 Position Evaluation
- 4.6 Appointment Procedure
- 4.7 Promotion Of Staff Members
- 4.8 Criteria for Staff Member Appointment

5. Term Appointments

6. Salaries and Economic Benefits

- 6.1 Salary and Increment Schedule
- 6.2 Benefits
- 6.3 Procedure for Negotiation / Impasse Resolution
- 6.4 Salary Increments
- 6.5 Other Salary Adjustments
- 6.6 Acting Pay

7. Discipline

- 7.9 Appeal Committee
- 7.10 Procedures
- 7.11 Decision
- 7.12 Fees
- 7.13 Timelines

8. Grievance Procedure

9. Appeal Procedure

- 9.6 Appeals with Respect to Position Evaluation

10. Discrimination

11. Academic and Professional Freedom

- 11.1 General
- 11.2 Academic Freedom
- 11.3 Professional Freedom

12. Position Reduction

- 12.1 Financial Stringency
- 12.2 Redundancy

13. Professional Development - Research

- 13.1 Principles
- 13.2 Professional Development Fund
- 13.3 Research
- 13.4 Professional Development Leave

14. Annual Research Leave

15. Research and Study Leave

- 15.1 Principles
- 15.2 Purpose
- 15.3 Eligibility
- 15.4 Duration
- 15.5 Financial Support
- 15.6 Application
- 15.7 Approval
- 15.8 Professional Staff Member Full Salary Option
- 15.9 Reporting

15.10 Economic Benefits

16. Other Leaves

16.1 General

16.2 Exchange Leave

16.3 Political Leave

16.4 Vacation Leave

16.5 Sick Leave

16.6 Maternity Leave

16.7 Paternity Leave

17. Time-Off

17.1 Association Business

17.2 Voting

17.3 Court Proceedings

18. Paid Holidays

19. Removal and Relocation Allowances

20. External Professional Activities

21. Confidentiality and Access to Personnel Files

22. Resignation

22.1 Notice Period

22.2 Exit Interview

23. Death in Service

24. Retirement

Schedule A-1: Academic and Academic Professional Salary Rates and Scales 1999-2000

Schedule A-2: Professional Staff Salary Rates and Scales 1999-2000

Schedule B: Economic Benefits

Schedule C: Positions of a Managerial or Confidential Nature

Schedule D: List of Positions for Position Evaluation

Schedule E: Position Evaluation System

Schedule F: Research and Study Leave Conversion Table

Appendix One: Letters and Memoranda of Agreement / Understanding

The entire document can also be accessed for printing
by clicking on the following link:

[Complete agreement](#)

DATE	
TIME	
TERA	
No. OF EMPLOYEES	170
NOMBRE D'EMPLOYÉS	

Between

The Athabasca University Governing Council
(A.U.G.C.), being a "board" within the meaning
of the Act,

AND

The Athabasca University Faculty Association
(A.U.F.A.), being an "academic staff
association" within the meaning of the Act.

SIGNED on this 7th of July, 1999.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per: _____

Per: _____

Per: _____

Per: _____

Terms and Conditions

Headings

The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of any provision in this Agreement nor its scope or intent.

Interpretation

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta.

Letters and Memoranda of Agreement

Attached to this Agreement, as Appendix One, are various Letters and Memoranda of Agreement.

Date	Subject
September 13, 1993	Research and Study Leave Travel and Relocation Committee
August 1, 1990	Remuneration for Added Tutoring for Professional and Part-Time Course Coordinators
July 1, 1986	Election to Retain Academic Professional Designation
July 1, 1986	Facilitation of Salary and Economic Bargaining
December 14, 1983	Position Evaluation System
November 30, 1983	Classification of Academics
July 1, 1996	Letter of Understanding - Term Staff
July 1, 1996	Letter of Understanding - Overload
July 1, 1996	Letter of Understanding - Contracting Out
July 1, 1999	Letter of Understanding - Year 2000 Availability
July 1, 1999	Letter of Understanding - Enhanced Levels of Education and Training – Professional Staff

1. Definitions

- 1.1 A word used in the singular may also apply in the plural;
- 1.2 "Council" shall mean the Athabasca University Governing Council (A.U.G.C.) **or a person or persons authorized or delegated to act in that capacity;**
- 1.3 "Association" shall mean the Athabasca University Faculty Association (A.U.F.A.) as defined in the Universities Act;
- 1.4 "President" shall mean the person so designated by the Council or a person authorized or delegated to act in that capacity;
- 1.5 "Executive Officer" shall mean:
- a. a Vice-president or Executive Director of Athabasca University acting as the senior administrative officer of a division of Athabasca University or a person authorized or delegated to act in that capacity;
 - OR
 - b. the President acting as the senior administrative officer for those organizational units or functions not within a division administered by a Vice-president or Executive Director;
- 1.6 "Centre Chair" shall mean the representative of an academic centre, nominated by and from the members of the centre, and appointed by the appropriate Executive Officer. Although the chair will undertake what might be termed managerial or supervisory duties related to centre activities, the chair will not be deemed a "supervisor" under the terms of this agreement.
- 1.7 "Division" shall mean a combination of organizational units and/or functions as specified by Athabasca University which are administered by a Vice-president or Executive Director;
- 1.8 "Agreement" shall mean these articles of agreement respecting terms and conditions of appointment, employment, and termination,

including the schedules thereto, entered into between the Council as the employer and the Association on behalf of its members;

- 1.9 "Athabasca Region" shall mean the counties of Athabasca and Thorhild, Municipal District 92 (Westlock), the south-east portion of Improvement District 17 and the south-west portion of Improvement District 18;
- 1.10 "Athabasca University Central Offices" shall mean those offices of Athabasca University to be situated in or immediately adjacent to the Town of Athabasca;
- 1.11 "Day" shall mean a period of 24 hours;
- 1.12 "Working Day" shall mean any day during which the Central Offices of Athabasca University are open (normally Monday to Friday);
- 1.13 "Month" shall mean any period of twenty-one (21) successive working days;
- 1.14 "Year" shall mean any period of 365 successive days;
- 1.15 "Calendar Year" shall mean a period of time commencing on January 1 and ending on the following December 31;
- 1.16 "Continuous Service" shall mean a period of time during which a Staff Member worked as normally scheduled on successive work days, or was on leave as outlined in this Agreement;
- 1.17 "Contract Year" shall mean a year commencing on July 1 and ending on the following 30th of June;
- 1.18 "Annual Salary" shall mean the amount of money paid to a Staff Member for the Staff Member's stated period of work in any contract year;
- 1.19 "Monthly Salary" shall mean the amount which would normally be paid to a Staff Member for the Staff Member's continuous service in a calendar month (this shall normally be 1/12th of the Staff Member's annual salary);
- 1.20 "Age" shall mean any age of eighteen (18) years or older;

- 1.21 "Position" shall mean specific duties normally performed by one person which has been established by the Council, and which is then defined as full-time, or part-time;
- 1.21.1 "Staff Member" shall mean those persons designated as academic staff by Council pursuant to the Universities Act. This applies to all persons who are subject to this Agreement, of whom there are three sub-groups:
- 1.21.2 "Professional Staff Member" shall mean a Staff Member designated as such by the Council in the terms of the Staff Member's appointment, and who is therefore subject to those sections of this Agreement which apply only to Professional Staff Members (P);
- 1.21.3 "Academic Professional Staff Member" shall mean a Staff Member designated as such by the Council in the terms of the Staff Member's appointment, who elected to retain this designation after July 01, 1985. Such Staff Member is subject to the terms of this Agreement, and to those sections which are referenced in the Letter of Agreement ("Election to Retain Academic Professional Designation") found in Appendix 2 of this Agreement.
- 1.21.4 "Academic Staff Member" shall mean a Staff Member designated as such by the Council in the terms of the Staff Member's appointment, and who is therefore subject to those sections of this Agreement which apply only to Academic Staff Members (A). **For Course Coordinators, exceptions are noted in the relevant sections.**
- 1.22 "Appointment" shall mean the employment of a person to an established position; appointments can be regular full-time or part-time, term, contingent, or probationary as outlined in the Agreement;
- 1.23 "Human Resources Officer" shall mean a person or persons so designated by Athabasca University or a person authorized or delegated to act in that capacity;
- 1.24 "Principal Residence" shall mean a house, or an identifiable unit within a building (apartment, row house, etc.), where a Staff Member, in the settled routine of the Staff Member's life, regularly, normally, or customarily lives.

2. Scope, Duration, Renewal and Amending Procedures

2.1 Scope

2.1.1 The Council recognizes the Association as the sole and exclusive bargaining agent for all Staff Members who occupy positions which have been designated academic as set forth in the Universities Act.

2.1.2 All Staff Members who are designated as academic staff shall become members of the Association and remain members throughout their employment as academic staff.

2.1.3 All members of the Association shall pay the Association's membership fee, as determined from time to time by the Association.


2.1.4 Athabasca University shall deduct monthly Association dues from each member's salary and remit such fees monthly to the Association.

2.1.5 Athabasca University shall, on a bi-monthly basis, give to the Secretary of the Association a current list of all Staff Members designated academic, including their classification/rank and/or leave status.

2.1.6 The Council agrees that as long as standard serviced office space is available at the Athabasca University Central Office, it will provide such space to the Association at no charge to the Association. The Council also recognizes the right of the Association to maintain a bulletin board outside its office. The council will provide the Association with access to its internal computing, mail, and meeting room services at no charge to the Association. However, any incremental costs associated with the activities of the Association must be borne by the Association.

2.1.7 Staff Members who occupy positions specified in Schedule C shall be subject to certain restrictions on their rights and responsibilities as Association members during their tenure in such a position. Such members shall:

- a. not be eligible to serve in Association office, or on Association committees, or as Association representatives;

- 
- b. not have the grievance procedure as outlined in the Agreement available to them;
 - c. have an alternate procedure to the grievance procedure available;
 - d. be permitted to substitute a personal nominee to a position which would otherwise be filled by an Association representative on an appeal committee;
 - e. be eligible for all other rights and benefits available to any Association member.

2.2 Duration

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

2.3 Renewal and Amendment

- 2.3.1 No more than four (4) representatives of each of the Council and the Association shall meet at a mutually agreeable time before the 15th of October of every second year to discuss matters of concern to the parties, or at any other time at the mutual agreement of both parties.
- 2.3.2 At that meeting the representatives of the parties shall exchange proposals for amendments to this Agreement and shall begin discussion of the details of the proposed amendments. They shall meet as often as necessary to consider amendments to this Agreement as proposed by either party.
- 2.3.3 Amendments which are agreed to by the representatives of the parties shall be referred to the Council and to the Association for ratification.
- 2.3.4 Upon ratification by the Council and by the Association such amendments shall amend this Agreement and such amendments shall affect all persons governed by this Agreement.
- 2.3.5 Any amendment shall only take effect at the beginning of the following contract year unless both parties agree that it should take effect at another time.

- 2.3.6 In the event that either the Council or the Association fails to ratify an amendment within a reasonable time, the representatives of the parties shall reconvene within five (5) working days of the request of either party to attempt to resolve the matter.
- 2.3.7 Where no resolution of the matter occurs or where no ratification occurs prior to December 31, the ***status quo*** shall prevail.
- 2.3.8 Nothing in this Agreement shall preclude the parties from agreeing to an extension or change in deadlines or other conditions herein.
- 2.3.9 Athabasca University shall ensure that every reasonable effort is made to publish the amended Agreement and to distribute it to Staff Members by the beginning of the contract year.
- 2.4** Security of Employment
- 2.4.1** The Association recognizes the authority of the Council to restructure the academic programs, activities, centres, and departments of Athabasca University from time to time. This includes the flexibility to create, add to, discontinue, delete from, and change academic programs and their support structures.
- 2.4.2** The Council recognizes the importance of tenure as a protection of academic freedom, the long-term commitment and value of Staff Members, and their ability to contribute to Athabasca University in many ways.

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

3.1 Regular Appointment

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

3.1.2 Normally, a regular full-time or part-time appointment at the Associate or Full Professor level shall commence with a two (2) year probationary period. All other full or part time appointments shall normally commence with a four (4) year probationary period.

a. In the case of appointment to the rank below Associate Professor, where such appointment is immediately preceded by a term appointment or by an appointment for an indefinite term at another educational institution, the probationary period may be reduced to no less than two (2) years upon the recommendation of the Search Committee and approval from the appropriate Executive Officer.

b. Notwithstanding Section 3.1.2 a., in case of indefinite term employment at another educational institution, the President may, in exceptional circumstances, waive the probationary period.

3.1.3. The total number of Course Coordinators holding regular full-time appointments shall not exceed 20% of regular Academic Staff Members.

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

3.2 Probation

3.2.1 The purpose of the probationary period is to allow Athabasca University to ascertain the suitability of the probationary Staff Member **and** for the probationary Staff Member to demonstrate the

probationary Staff Member's ability to meet the requisite criteria and standards of performance.

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

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

3.2.4 The probationary period shall extend from the date of appointment.

3.2.5 a. Normally nine (9) months but not later than six (6) months prior to the end of the term of the probationary period, a Tenure Review Committee shall review the appointment and performance and shall recommend, in writing, one of the following courses of action to the appropriate Executive Officer, for approval, with a copy to the supervisor:

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

b. For the purpose of Tenure Review under Section 3.2.5 Academic Staff Members shall have their tenure review conducted by a Tenure Review Committee having a composition similar to that of the Search Committee recommending initial appointment.

- c.
1. The procedural guidelines governing tenure review shall be defined and publicized.
 - ii. Changes in the procedural guidelines as referenced in Section 3.2.5. (c.i) shall not be effective unless and until there is mutual agreement between the President (or designate) and the President of the Association.

- 3.2.6 The appointee shall be advised of the decision under Section 3.2.5 in writing no later than three months prior to the end of the term of the probationary period.

3.2.7 Early Review

In exceptional cases, either an Academic Staff Member at the Assistant Professor level or below, or the appropriate supervisor, may request that the review mentioned in Article 3.2.5, be conducted prior to the conclusion of the contracted probationary period.

The request may be initiated anytime following the end of the twenty-fifth (25) month of the probationary period. Such request, in writing, shall be forwarded to the appropriate Executive Officer.

- 3.2.8 The review of appointment and performance provided for in 3.2.5 and 3.2.7 shall involve the application of the criteria for appointment and promotion set out in Section 3.7 in accordance with the duties which have been assigned to the Staff Member over the period of reference.

- 3.2.9 An appointee who is advised that the appointee's probationary period be terminated following the Early Review (Article 3.2.7) shall be granted a termination allowance calculated at the current monthly rate of salary such that the combination of notice and allowance is equivalent to three (3) months.

- 3.2.10 In those cases where the Tenure Review Committee recommends appointment for an indefinite term, the Committee may also recommend, in writing, to the appropriate Executive Officer for approval, with a copy to the supervisor; a change in designation of the appointment, and/or an evaluation of the rank to which the appointment is made, if either change appears to be warranted, and if the Staff Member consents to the change.

3.3 Determination and Performance of Duties

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

- 3.3.2 The duties and responsibilities associated with a position shall be defined by the supervisor and approved by the appropriate Executive

Officer. The resultant job description shall be made available in writing to the incumbent of the position or any appointees thereto.

- 3.3.3 The supervisor shall be responsible for working with the Staff Member to ensure that the duties and responsibilities defined for a position are properly carried out by the incumbent.
- 3.3.4 A Staff Member's performance of the duties and responsibilities of the Staff Member's position shall be subject to periodic assessment. Such assessment is intended to promote a Staff Member's professional development and help the Staff Member maintain or improve the Staff Member's performance at or above a fully satisfactory standard.
- 3.3.5 In the event of a dispute between a Staff Member and the Staff Member's supervisor with respect to the Staff Member's duties, responsibilities, or the performance thereof, the Staff Member may apply to the appropriate Executive Officer and the President, in that order, for a written decision.
- 3.3.6 Where the Staff Member is required to take on extra duties and/or responsibilities the Staff Member's salary may be adjusted in accordance with Section 6.5.1.
- 3.3.7 If a Staff Member's duties are changed significantly, the type of the appointment which the Staff Member holds may be changed to Professional, providing that both the Staff Member and the appropriate Executive Officer agree to the change.

3.4 Term Assignment

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

3.5 Appointment Procedure

- 3.5.1 The Council shall establish each position to which the provisions of the Agreement apply, and shall specify the kind of appointment that may be made and the classification or rank approved for the appointment.
- 3.5.2 Availability of academic positions will be publicly advertised both internally and externally.
- 3.5.3 Applications for appointment to a continuing position shall be considered by a Search Committee.
- 3.5.4 If the appropriate Executive Officer approves a recommended candidate, the Executive Officer shall request the President to make an offer of appointment to the recommended candidate, specifying the classification/rank, salary, and other conditions, and the President shall enclose with the offer a copy of this Agreement.
- 3.5.5 Exemptions from the normal appointment procedure specified in this article shall have the authorization of the President. The President shall advise the Association, in writing, two working days prior to making such an exemption.
- 3.5.6 A letter of appointment signed by the President specifying the classification or rank, salary, appointment date, and other conditions, countersigned by the appointee, and this Agreement together constitute a contract of employment between the appointee and the Council. Thereafter amendments to this Agreement as provided in Article 2 and elsewhere in this Agreement shall become part of such contract of employment.

3.6 Promotion Of Staff Members

- 3.6.1 An Academic Staff Member shall be promoted if, after a review has been conducted in accordance with the provisions of this Article and in recognition of the criteria in Section 3.7, **the President approves a recommendation** for promotion.
- 3.6.2 Academic Staff Members, hired after July 01, 1985, and holding a regular appointment, who have completed two years of their probationary period are eligible for promotion **with the exception of**

Course Coordinators who are not eligible for the provisions of section 3.6.

- 3.6.3 An Academic Staff Member on probationary appointment who is awarded promotion shall be granted appointment for indefinite term, to take effect at the beginning of the appointment year subsequent to the year in which the request for promotion is made.
- 3.6.4 An Academic Staff Member may be recommended for promotion or may request promotion in writing to the appropriate Executive Officer, who shall acknowledge receipt of the request in writing and shall notify the Staff Member, in writing, of the Executive Officer's recommendation within six (6) months of receipt of the request.
- 3.6.5 An Academic Staff Member shall have the right to appeal to the Appeal Committee as provided in Section 9.5 a recommendation of an Executive Officer respecting the Staff Member's promotion.
- 3.6.6 Once a promotion has been approved by Council or the period for submission of an appeal against a negative recommendation has expired, all copies of the assessments made during the promotion review shall be destroyed according to current Athabasca University policy.
- 3.6.7 Promotion shall take effect at the beginning of the contract year subsequent to the contract year in which the request for promotion is made.
- 3.6.8 Where a request for promotion is unsuccessful, a new request may be made provided at least one year has elapsed from the date of the former request.
- 3.6.9 The President will notify the Association in writing at least one month prior to making changes in current Athabasca University policy as referenced in Section 3.6; (current University policy in this context shall be limited to the policies entitled: "Procedures for Promotion", "Procedures for Probation", and "Employee Personnel Records").
- 3.6.10 Procedure For Academic Staff Members:
 - a. An Academic Staff Member seeking promotion to the rank of Associate Professor or above shall provide the appropriate Executive Officer with the name of one

external referee at a level equal to or superior to the rank being sought, in the same discipline or profession, together with any supporting documentation the Staff Member wishes to have considered by the referees.

- b. The Executive Officer shall select a second external referee of senior status in the same discipline or profession as the Staff Member.
- c. The Executive Officer shall contact both external referees by letter and provide them with any supporting documentation provided by the Staff Member requesting promotion, together with a copy of this Agreement, a copy of the Staff Member's current role description, and a copy of the current *Athabasca University Calendar*. The Staff Member shall receive copies of these letters.
- d. Once assessments are received from both external referees the Executive Officer shall conduct an internal review in accordance with 3.6.10(f).
- e. Where the current rank of the Staff Member is below Assistant Professor the Executive Officer shall conduct an internal review in accordance with 3.6.10(f).
- f. For an internal review, the Executive Officer shall strike a Review Committee composed of three Staff Members of rank at least equivalent to the rank to which promotion is sought. One shall be chosen by the Staff Member seeking promotion, one by the Executive Officer, and the third by agreement of the two thus nominated. A Human Resources Officer shall convene the first meeting of the Review Committee and shall ensure that relevant information is provided, including supporting documentation from the Staff Member seeking promotion, and, where applicable, the assessments from the external referees. The Review Committee may request further information relevant to the promotion review, and shall proceed according to current Athabasca University policy.
- g. The internal Review Committee shall communicate the results of its review in writing to the Executive Officer who shall then advise the President either for or against the promotion of the Staff Member. The Executive Officer

shall at the same time notify the Staff Member, in writing, of the nature of the Executive Officer's recommendation. Should the Executive Officer's recommendation be against the promotion, the Executive Officer shall provide the Staff Member with an indication of areas where further progress is required.

3.7 Criteria for Staff Member Appointment and Academic Promotion

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

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

3.7.3 Academic Positions

The criterion for appointment for Staff Members appointed to Course Coordinator positions shall be:

a. **Academic and Professional Effectiveness (as described below)**

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

a. Academic and Professional Effectiveness

Academic and professional effectiveness implies a concentrated and successful effort to create the best possible learning experience for students or to develop and facilitate the functions supporting instruction. Where relevant it should involve continuing attention to course work, to course design, and to related activities; to the supervision of students in alternative modes of learning. It may involve participation in seminars and colloquia, in the design of innovative methods of teaching, and in contributions to the instructional, academic support, and administrative support activities of the University.

Effectiveness may be assessed by a variety of means including evaluation by fellow Staff Members and through institutional appraisals.

b. Research and Creative Activity

Efforts shall be made to evaluate the quality and originality of both published and unpublished scholarly work. Factors that may be considered include, but are not limited to, the publication of books, monographs, and contributions to edited books; papers in both refereed and non-refereed journals; papers delivered at professional meetings; consulting work and other professional activities involving research competence; participation in panels; unpublished research including current work in progress; editorial and refereeing duties; creative works and performances; scholarship as evidenced by the Member's depth and breadth of knowledge and general contributions to the academic, professional, and research life of the University.

c. Service to the University and Society

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

3.8 Guidelines for Application of Criteria

3.8.1 Academic Positions

a. Professor

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

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

Significant and consistent record of academic professional achievement and contribution to the Staff Member's field (through refereed and/or other significant publication or achievement);

Doctorate or equivalent combination of formal education and academic and/or professional, discipline-related experience;

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

b. Associate Professor

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

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

Effective record of contribution to the Staff Member's field (through appropriate publication) or to the Staff Member's profession with evidence of maturity of scholarship and/or professional achievement;

Doctorate or equivalent combination of formal education and academic preparation and/or discipline related professional experience;

Evidence of significant public or University service contribution.

c. Assistant Professor

Three to five years relevant academic and/or discipline related professional experience; distance, adult, and/or higher education experience desirable;

Doctorate (or anticipated completion within probationary period) *or* Master's degree plus a minimum of five years directly relevant academic and/or professional experience;

Evidence of ability or potential for scholarship and professional achievement.

d. Lecturer

Master's degree or specialized baccalaureate qualification with appropriate experience; or acceptable professional qualification directly relevant to the disciplinary area (e.g. C.A., R.I.A.);

Some academic professional experience desirable.

e. **Course Coordinator**

One to three years directly relevant experience in distance, adult and/or non-traditional distance education. Strong course administration skills. Master's degree or specialized qualification.

*Note: Where years of experience are mentioned they refer to full-time experience.

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

4.1 Regular Appointment

- 4.1.1 Regular Appointments, regardless of position, may be probationary, or continuing for ~~an~~ indefinite term, and shall be either full-time or part-time in nature.
- 4.1.2 Normally, a regular full-time appointment shall commence with a two (2) year probationary period, except where such appointment is immediately preceded by a term appointment. In these cases the probationary period may be reduced to one (1) year upon the recommendation of the Search Committee and approval from the appropriate Executive Officer;
- 4.1.3 Normally, a regular part-time appointment shall commence with a Probationary period of two (2) years from the date of the appointment unless otherwise determined by the appropriate Executive Officer.
- 4.1.4 Unless directly stated otherwise in the Articles of this Agreement, a Staff Member who holds a regular part-time appointment is eligible for all terms and conditions listed for regular full-time Staff Members on a *pro rata* basis.

4.2 Probation

- 4.2.1 The purpose of the probationary period is to allow Athabasca University to ascertain the suitability of the probationary Staff Member and for the probationary Staff Member to demonstrate the probationary Staff Member's ability to meet the requisite criteria and standards of performance.
- 4.2.2 Athabasca University must make a fair assessment and give the probationary Staff Member a fair opportunity to demonstrate the probationary Staff Member's ability.
- 4.2.3 The Staff Member must make a reasonable effort to understand and meet the requisite criteria and standards of performance.
- 4.2.4 The probationary period shall extend from the date of appointment.

4.2.5 Normally six months but not later than four months prior to the end of the term of an initial probationary period, a Review Committee having a composition similar to that of the Search Committee recommending initial appointment shall review the appointment and performance and shall recommend one of the following courses of action to the appropriate Executive Officer for approval:

- a. appointment for an indefinite term;
- b. extension of probationary period for a further period not to exceed two years;
- c. termination of appointment prior to or at the end of the term of the probationary period.

4.2.6 The appointee shall be advised in writing with respect to continuation not later than three months prior to the end of the term of the probationary period.

4.2.7 Not later than six months prior to the end of the term of an extended probationary period, a Review Committee having a composition similar to that of the Search Committee recommending initial appointment shall review the appointment and performance and shall recommend one of the following courses of action to the appropriate Executive Officer for approval:

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

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

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

4.2.9 Where the appointee has not been advised with respect to continuation at least three months prior to the end of an initial probationary appointment or at least five months prior to the end of

an extended probationary appointment, the appointee shall be granted a termination allowance calculated at the then current monthly rate of salary such that the combination of notice and allowance is equivalent to three months, or five months, whichever the case.

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

4.3 Determination and Performance of Duties

- 4.3.1 An individual becomes a Staff Member on appointment to an established position which has been defined by a set of inter-related duties and responsibilities supporting the objectives and functions of the department or organizational unit in which the position has been established.
- 4.3.2 The duties and responsibilities associated with a position shall be defined by the supervisor and approved by the appropriate Executive Officer. The resultant job description shall be made available in writing to the incumbent of the position or any appointees thereto.
- 4.3.3 The supervisor shall be responsible for working with the Staff Member to ensure that the duties and responsibilities defined for a position are properly carried out by the incumbent.
- 4.3.4 A Staff Member's performance of the duties and responsibilities of the Staff Member's position shall be subject to periodic assessment. Such assessment is intended to promote a Staff Member's professional development and help the Staff Member maintain or improve the Staff Member's performance at or above a fully satisfactory standard.
- 4.3.5 In the event of a dispute between a Staff Member and the Staff Member's supervisor with respect to the Staff Member's duties, responsibilities, or the performance thereof, the Staff Member may apply to the appropriate Executive Officer and the President, in that order, for a written decision.

- 4.3.6 Where the Staff Member is required to take on extra duties and/or responsibilities, and where reclassification is not warranted, the Staff Member's salary may be adjusted in accordance with Section 6.5.1.
- 4.3.7 If a Staff Member's duties are changed significantly, the type of the appointment which the Staff Member holds may be changed to Academic, providing that both the Staff Member and the appropriate Executive Officer agree to the change.

4.4 Term Assignment

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

4.5 Position Evaluation

- 4.5.1 A Professional Staff Member, the supervisor, or the appropriate Executive Officer, shall be entitled to ask for a review once every twelve months or each time the job description has changed (as indicated by the receipt by a Human Resources Officer of a revised job description signed by the appropriate Executive Officer).
- 4.5.2 Upon receipt of a written request for a position evaluation review a Human Resources Officer shall call a meeting of the Position Evaluation Committee within 20 working days, and notify the requester and incumbent (if any) in writing of the Committee's decision within 10 working days. Results of a position review may be appealed according to the Appeal procedure (Section 9.6).
- 4.5.3 In the event that the Position Evaluation Committee reviews the evaluation of a position and determines that the position should be revised upwards to a higher salary range, the new evaluation and salary range will take effect at the beginning of the next month and will apply to the incumbent in the position. In this case, the Staff Member's salary will be automatically increased to the minimum salary of the revised salary range. Where the Staff Member's salary in the lower range exceeds the minimum of the revised range, one

additional increment will be applied. Any further increase shall be handled in accordance with the provisions of clause 6.5.1.

4.5.4 In the event that the Position Evaluation Committee reviews the evaluation of a position and determines that the position should be placed in a lower salary range, the incumbent's salary shall be adjusted in accordance with clauses 6.5.4, and 6.5.5 or 6.5.6.

4.5.5 Should the present salary of the incumbent who has requested position review be within the salary range for the position, the salary may still be raised in accordance with the provisions of clauses 4.3.6 and 6.5.1.

4.6 Appointment Procedure

4.6.1 The Council shall establish each position to which the provisions of this Agreement apply, and shall specify the kind of appointment that may be made and the classification or rank approved for the position.

4.6.2 Availability of professional positions will be publicly advertised both internally and externally.

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

4.6.4 If the appropriate Executive Officer approves a recommended candidate, the Executive Officer shall request the President to make an offer of appointment to the recommended candidate specifying the classification/rank, salary and other conditions and the President shall enclose with the offer a copy of this Agreement.

4.6.5 Exemptions from the normal appointment procedure specified in this article shall have the authorization of the President. The President shall advise the Association, in writing, two working days prior to making such an exemption.

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

4.7 Promotion Of Staff Members

- 4.7.1 a. Professional Staff Members may be promoted in two ways:
- i. as outlined in the Position Evaluation section (Section 4.5)
 - ii. as a result of being successful applicant to any position on Schedule D to which a higher salary range is attached.
- b. With reference to 4.7.1 a. ii. above, the following shall apply:
- i. The appointment procedures as outlined in Section 4.6 shall apply.
 - ii. Notwithstanding Section 4.6, **in the case of applicants with equal qualifications, first consideration shall be given to internal applicants.**
- c. In addition to (a) and (b) above, the Search Committee shall consider the applicant's qualifications with reference to Section 4.8.1.
- 4.7.2 The President will notify the Association in writing at least one month prior to making changes in current University policy as referenced in Section 4.7; (current University policy in this context shall be limited to the policies entitled; "Procedures for Promotion", "Procedures for Probation", and "Employee Personnel Records").

4.8 Criteria for Staff Member Appointment

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

5. Term Appointments

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

Establishment

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

- a. the appointment is a replacement for a Staff Member on leave or on another assignment of duties;
- b. the appointee is inappropriately qualified for regular appointment and is being appointed because a person with the required qualifications is not available at the time;
- c. the appointee is required to upgrade their educational qualifications in order to meet the requirements of a permanent professional position as a term and condition of employment (as identified in their letter of offer). Once the educational requirements are fulfilled, the probationary review process under Article 4 will commence twenty-four months into the term. If the staff member does not attain the required educational qualifications in the specified time, the term position will terminate and the staff member will not be considered for regular appointment or, at the discretion of the President, the term position may be extended;
- d. the duties associated with the position are for a limited period and are not expected to be required to be performed after the specified date;
- e. the appointment is necessitated by the sudden unforeseen departure of a Staff Member on regular appointment;

- f. the appointment is contingent upon one or more term-specific collaborative agreements signed between the University and a collaborative partner, including, but not limited to, other post-secondary institutions, Indigenous education centres, and private sector organizations;
- g. the appointment is dependent upon contingent or term specific (i.e. not regular operating) funding from AAECD or other funding sources;
- h. the appointment is to afford flexibility in program development as determined by the Council upon recommendation of the Academic Council in each specific instance;
- i. the appointment is made under the terms of Article 24 (Retirement).

5.3 Prior to the establishment of a term position under 5.2 g., the President shall provide AUFa with two working days advance notice to provide advice thereon.

5.4 Duration

- a. a term appointment may commence at any date during the year. With the exception of term appointments made under 5.2 c., f., and g., a term appointment will not normally exceed two (2) years;
- b. a term position for which the need continues beyond the original term of the appointment normally shall be offered to the incumbent subject to satisfactory performance;
- c. a term appointment of six (6) months or more duration shall be made in accordance with Sections 3.5 and 4.6 (Procedure).

5.5 A term appointee's salary will be in accordance with the salary scales and rates as set forth in Schedule A-1 or Schedule A-2.

5.6 A term appointee is eligible to receive on a *pro rata* basis the benefits outlined in Schedule B subject to any restrictions and/or regulations

or contract provisions with the plan carrier with the exception of Group Disability Insurance. All term appointees who have Group Disability Insurance and are on staff as of July 1, 1999 will continue to receive Group Disability Insurance coverage.

- 5.7** The bi-monthly report under Article **2.1.5** shall indicate Staff Members employed on a term appointment basis indicating any term appointment for which a higher than normal salary has been authorized. For appointments under **5.2 g**, the nature and source of funds upon which the appointment is based shall be specified.

Notice and Termination

- 5.8** A term position may be terminated prior to the term end date when the conditions under which the term position was established fundamentally change. Prior to such termination, the President shall provide the Association with 30 calendar days notice to provide advice thereon.

- 5.9** In the event of termination of appointment under section **5.8**, the staff member affected shall be entitled to **two** month's written notice (or pay in lieu thereof) and:

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

Scope

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

- a. Article 1 - Definitions
- b. Article 2 - Scope, Duration, Renewal and Amending Procedures
- c. Article 6 - Salaries and Economic Benefits
- d. Article 8 - Grievance Procedure

- e. Article **10** - Discrimination
- f. Article **11**- Academic and Professional Freedom
- g. Article **16** - Other Leaves; (with the exception of Articles **16.2** and **16.3** and **16.6.1**)
- h. Article **17** - Time-Off
- i. Article **18** - Paid Holidays
- j. Article **20** - External Professional Activities
- k. Article **21** - Confidentiality and Access to Personnel Files
- l. Article **23** - Death in Service

5.11 In addition to the Articles listed under **5.10**, the following Articles will apply to Term Academic Staff Members:

- a. Article **3.5** - Appointment Procedure, for appointments of six (**6**) months duration or more)
- b. Article **3.6** - Promotion of Staff Members, with exception of Course Coordinators, Article **3.6** will apply in its entirety with the following changes:
 - 3.6.2** Academic Staff Members, hired after July **01, 1985**, and holding a regular appointment, who have completed two years of a term appointment are eligible for promotion.
 - 3.6.3** delete (not applicable)
- c. Article **9** - Appeal Procedures, will apply in its entirety (except for references to probation)
- d. Article **13** - Professional Development - Research (pro-rated for part-time)
- e. Article **14** - Annual Research Leave, with the exception of Course Coordinators who are not eligible for ARL, this Article applies only to Term

Academic Staff Members whose initial or subsequent term of appointment exceeds one year (pro-rated for part-time).

f. Article **15** - Research and Study Leave

This Article applies in its entirety with the following changes:

15.1.2 amended to include term Staff Members

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

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

5.12 In addition to the Articles listed under **5.10** the following Articles will also apply to Term Professional Staff Members:

a. Article **4.6** - Appointment Procedure, (for appointments of six **(6)** months duration or more)

b. Article 9 - Appeal Procedure, (will only apply for appeals related to merit increments)

c. Article **13** - Professional Development - Research, (except for Section **13.4** which applies effective date of appointment only to full time term professional Staff Members whose initial or subsequent term of appointment exceeds two years)

d. Article **15** - Research and Study Leave, shall apply except for the following section:

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

15.3.2(a) Leave or release time may be made available to a Term Professional Staff Member to take Research and Study Leave after the Staff Member has filled a term position for five consecutive years.

**Such leave may be granted if recommended by the supervisor
and approved by the appropriate Executive Officer.**

6. Salaries and Economic Benefits

6.1 Salary and Increment Schedule

6.1.1 The salary and increment schedule for each Academic rank shall be as set forth in Schedule A-1.

6.1.2 The salary and increment schedule for Professional positions shall be as set forth in Schedule A-2.

6.1.3 Salary scales and changes to benefit programs which have direct budget implications shall be negotiated between the Council and the Association.

6.1.4 When a salary schedule adjustment is authorized by the Council, each Staff Member shall receive a proportionate adjustment in salary.

6.2 Benefits

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

6.3 Procedure for Negotiation / Impasse Resolution (of salaries and economic benefits)

6.3.1 Prior to February 15 in any year the Council and the Association shall jointly establish a panel of selection officers. Should agreement on the composition of such a panel not be possible by February 15, the Association or the Council may apply to the Chair, Board of Industrial Relations, Alberta Labour, who shall establish such a panel.

6.3.2 In the event of arbitration, the Council shall pay the first 50% and each party shall pay a proportion of the remaining 50% of the fees and expenses of any panel member called upon to act under the terms of this Article, the assigned proportion to be determined by the arbitrator.

6.3.3 Not later than February 15:

- a. each party to the agreement shall select a negotiating team of not more than three **(3)** members and indicate their names to the other party;
- b. each party to the agreement shall prepare and deliver to the others, a list setting out each and every item upon which it wishes to conduct negotiations, ("items for negotiation") stating its position on each. No other items may be introduced into the negotiations except by mutual consent.

6.3.4 The provisions of existing salary and increment schedules and economic benefit arrangements which have not been specifically referred to and/or included in the list above shall remain in force in any ensuing salary year.

6.3.5 During the period February 15 to March 15 the parties' negotiating teams shall meet as necessary in order to negotiate in good faith towards settlement of the items for negotiation.

6.3.6 Each team may utilize the resources **of** such consultants and resource persons as it sees fit.

6.3.7 Where an agreement has been reached, the agreement shall be referred to the Council and the Association's membership for ratification, such ratification vote to be taken within thirty **(30)** days of the date of the completion of negotiations.

6.3.8 In the event that the Association or the Council fails to ratify the agreement, the negotiating teams shall resume negotiations for **a** maximum of ten (10) working days.

6.3.9 In the event that any of the items for negotiations have not been resolved by March 31 or when the negotiations provided for in Section **6.3.8** fail:

- a. negotiations shall cease;
- b. the negotiating teams shall determine by lot a Selection Officer from the panel forthwith;
- c. each team shall, within a five (5) working day period, deliver to the other and to the Selection Officer a written statement of the final position of its principal with respect to each unresolved item in negotiation;

- d. where either negotiating team has so been limited by its principals, the final position shall be confirmed by the Council and the Association's membership; in this instance the final position shall be delivered to the Selection Officer in a sealed envelope. If the principals refuse to confirm the final position, negotiations shall be reopened for a maximum of ten (10) working days.

6.3.10 Within the ten (10) working day period provided for in Section 6.3.9 (d), the Selection Officer shall hold one or more hearings with the parties, giving each the opportunity to make such presentations as it desires. The Selection Officer shall establish the rules, practices, and procedures of such hearings.

6.3.11 Each party may have present a maximum of three (3) representatives at any hearing by the Selection Officer, one of whom shall be the spokesperson for the party.

6.3.12 If the parties have failed to reach agreement upon the items for negotiation by the final day of the ten (10) day period provided for in Section 6.3.9 (d) hereof, the Selection Officer shall on that day select the final position of the Council or that of the Association submitted pursuant to Section 6.3.9 (c) hereof and forthwith communicate a written decision to the Chair of the Council and President of the Association.

6.3.13 All items, periods, and dates herein before referred to may be altered by mutual consent of the parties.

6.4 Salary Increments

6.4.1 Salary increments shall be provided for merit and shall be awarded following assessment as provided for in Section 3.3, 4.3.

6.4.2 A Staff Member shall be awarded a merit increment upon the recommendation of the appropriate Executive Officer and approval by the President.

6.4.3 In the consideration of Academic Staff Members for merit increments as they progress upward through the ranks, the emphasis in the assessment of performance shall shift from competence toward special merit.

- 6.4.4** In higher ranks advancement for Academics shall be based on sustained meritorious contributions to instruction, research or equivalent professional or creative work.
- 6.4.5** A recommendation for a merit increment shall take into consideration information resulting from the assessment provided for in Sections 3.3.4 and 4.3.4 and such other information as may be considered by the Executive Officer as relevant to the recommendation.
- 6.4.6** When a merit increment is recommended it shall be one (1) increment. The value of the increment shall be 2.8% of regular salary, subject to section **6.4.7**.
- 6.4.7** The merit increment awarded a Staff Member shall neither remove the Staff Member from the Staff Member's rank, nor from the salary range to which the Staff Member's position is assigned, except when a Staff Member is simultaneously promoted.
- 6.4.8** A Staff Member shall have the right to appeal to the Appeal Committee, as provided in Article 9.5, a written recommendation for a salary increment of less than one (1) merit increment per year.

6.5 Other Salary Adjustments

- 6.5.1** If a Staff Member's duties or the location in which they are to be performed are changed significantly, the Staff Member's salary may be renegotiated within the salary range established for the Staff Member's rank/position providing both the Staff Member and the appropriate Executive Officer agree to do so.
- 6.5.2** At the end of the first year of a regular appointment, the salary of a Staff Member may be adjusted within the appropriate salary range on the recommendation of the supervisor and the appropriate Executive Officer.
- 6.5.3** Notwithstanding any other Section or Clause of this Agreement, a Professional Staff Member who has a salary greater than the maximum of the range to which the Staff Member's position has been assigned shall:
- a. receive as part of base salary 100% of the cost-of-living adjustments agreed to by the Council and the Association in 1985 and successive years,

- b. not be eligible for any further merit increments,

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

- a. not be eligible for merit increments in that or successive years.
- b. on the 1st of July immediately following the evaluation decision, have the Staff Member's base salary reduced by one increment step on the new salary grid which comes into effect on that same 1st of July.
- c. shall have this annual reduction of one increment step continued each successive July 1st until the Staff Member's base salary equals the second long service increment (L.S.I. II) of the range to which the Staff Member's position has been reclassified.
- d. shall thereafter receive a base salary equal to the L.S.I. II of that range.

6.5.5 Notwithstanding Section **6.5.4** (a-d), a Professional Staff Member, who on the date of the reclassification of the Staff Member's position downward, is receiving a salary equivalent to the L.S.I. I of the salary range to which the Staff Member's position is assigned, shall be eligible for the second L.S.I. (L.S.I. **11**) three years after the July 1st following the reclassification.

6.5.6 Notwithstanding any other Section or Clause of this Agreement, a Professional Staff Member (other than those referenced by **6.5.3** or **6.5.4** above) whose salary is within the appropriate salary range determined for the Staff Member's position shall be eligible for two long service increments (L.S.I.s) as shown on Schedule A-2 of the Terms and Conditions. L.S.I.s shall be added to base salary. Eligibility shall be as follows:

- a. First Long Service Increment:
 - i. A Staff Member must have held a regular, full time appointment for at least seven (7) years;
 - ii. A Staff Member must have been paid at the maximum of the salary range appropriate to the

Staff Member's position for at least two (2) years as of the 1st of July in any year.

b. Second Long Service Increment:

- i. A Staff Member must have completed at least two (2) years regular full-time service since receipt of the first L.S.I.

6.6 Acting Pay

6.6.1 When a Staff Member is assigned by the appropriate Executive Officer and serves for a continuous period of 42 working days or longer on an acting basis to a position on Schedule D that has a higher minimum salary than the Staff Member's current salary, the Staff Member's salary shall be the minimum salary of the range for the position to which the acting appointment was made.

6.6.2 When a Staff Member is assigned by the appropriate Executive Officer and serves on an acting basis in a position on Schedule D which has a lower maximum salary than the Staff Member's current position, the Staff Member shall continue to receive the Staff Member's current salary for the acting period.

6.6.3 Notwithstanding 6.6.1 above, the President, or the President's authorized designee may approve the payment of a salary higher than stipulated by 6.6.1, provided the maximum salary for the position is not exceeded.

6.6.4 The acting period shall not exceed one year.

6.6.5 A Staff Member who has been serving in an acting capacity shall return to the Staff Member's regular position, and the Staff Member's salary shall be re-adjusted to that which would be in effect if the Staff Member had continuously occupied that position.

6.6.6 If the acting period is one hundred and thirty (130) working days or longer, the Staff Member's salary shall be readjusted to that which would be in effect if the Staff Member had continuously occupied the position held prior to the acting period, plus a minimum of one additional increment.

7. Discipline

- 7.1 No Staff Member shall be suspended or dismissed, nor shall any other disciplinary action be taken, except in accordance with the procedures established by this Article.
- 7.2 The procedures established by this Article are designed to ensure that decisions about suspensions or dismissals will be rendered impartially through a process which results in neither the silencing of unwelcome opinions nor the protection of incompetence or neglect.
- 7.3 When the supervisor considers that a problem exists, the supervisor shall **address** the problem as well as possible corrective action with the Staff Member as required.
- 7.4 Subsequent to the **process in Section 7.3 or, if the supervisor has made all reasonable efforts to conduct the process under Section 7.3 but has been unable to do so, the supervisor may recommend to the appropriate Executive Officer** that one or more than one disciplinary action be applied to the Staff Member.
- 7.5 When the appropriate Executive Officer considers that cause exists to warrant discipline:
- a. if the discipline consists of one or more than one of:
 - i. a letter of reprimand or censure to be placed in the personal file of a Staff Member;
 - ii. suspension with pay;
 - iii. the denial of certain rights or benefits to be specified in the notification;
- the Executive Officer shall give written notice that discipline is being applied, [giving particulars thereto, including specific details of the incident(s) leading to this disciplinary action] to the President, to the Association President in confidence, and to the Staff Member.

b. if the discipline consists of either:

- i. suspension without pay [for a period not greater than two **(2)** months];
- ii. dismissal;

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

7.6 Neither Section **7.5** (a) or (b) are to be construed as preventing the President from acting on the written request of the Staff Member or on behalf of the **appropriate Executive Officer** to relieve the Staff Member from duty temporarily with pay, pending investigation of a situation.

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

7.7 Subsequent to receipt of discipline pursuant to Section **7.5** (a), or to receipt of notice of impending discipline [Section **7.5** (b)], the Staff Member shall have ten **(10)** working days **from date of mailing of the written notice under 7.5** to notify the President that the Staff Member wishes to have the discipline decision submitted to appeal as provided herein.

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

7.9 Appeal Committee

7.9.1 The Appeal Committee shall consist of three **(3)** persons; one to be appointed by the President; one to be appointed by the Staff Member; and a third to be appointed jointly by the other two members of the Appeal Committee. In the event that agreement cannot be reached

upon the third member, the third member shall be appointed by a Judge of the Court of Queen's Bench of Alberta upon application of either party with notice to the other.

- 7.9.2** If **the President refuses or neglects** to appoint a member to the Appeal Committee within ten (10) working days **of the Staff Member having** appointed and served written notice upon the **President requesting the President** to so appoint, then the **Staff Member may, with notice to the President,** apply to the Court of Queen's Bench of Alberta or a Judge thereof to appoint a member to the Appeal Committee to act on behalf of the **President**, and the person so appointed by the Court or a Judge thereof may proceed and act in all respects as if having been appointed by the **President**.

If the Staff Member refuses or neglects to appoint a member to the Appeal Committee within ten (10) working days of the date of the Staff Member's notice of appeal, under Section 7.7, the appeal will be considered abandoned.

7.10 Procedures

- 7.10.1** The Appeal Committee shall give not less than five (5) working days notice in writing of the time and place of the *in camera* hearing to the Staff Member and to the President.
- 7.10.2** The President shall furnish to the Appeal Committee all relevant records of Athabasca University, and the Committee shall put before the hearing all records and information which have been submitted for its consideration.
- 7.10.3** Both the Staff Member and the President may be represented by an agent or by legal counsel.
- 7.10.4** Each party shall have the right, either personally or by agent or counsel, to adduce evidence, to call and examine witnesses, to cross-examine witnesses, and to address the Committee, and the Committee shall have the right to call and examine witnesses and to cross-examine witnesses.
- 7.10.5** If in any case any witness is not available at the time of the hearing, the Committee may at its discretion accept a Statutory Declaration from the witness in respect to such of the facts of the matters as are within the witness's knowledge.

- 7.10.6** The Committee may proceed with the hearing notwithstanding the absence of the Staff Member or the President if both have been given the prescribed notice of the hearing.
- 7.10.7** The Committee shall determine the procedures to be followed and shall not be bound by the laws of evidence or the procedures of Court, nor need it require the witnesses be sworn.
- 7.11 Decision**
- 7.11.1** The Committee shall establish to its reasonable satisfaction that the disciplinary action recommended or some lesser disciplinary action is justified or that there are no grounds for disciplinary action.
- 7.11.2** The burden of proof of justification of disciplinary action rests on the President.
- 7.11.3** The Committee may also deal with such other matters as the President and the Staff Member may agree to submit.
- 7.11.4** The decision of the Committee shall be either that the Staff Member be disciplined for cause or that the action be dismissed. In the event that the Committee recommends that the Staff Member be disciplined, it may recommend a penalty as provided in Section 7.5 (a) or (b) hereof not more severe than that recommended by the President.
- 7.11.5** The decisions of the Committee respecting the justness of the charge and the penalty shall be final and binding.
- 7.11.6** When the Committee has reached its decision, it shall immediately notify by registered mail both the President and the Staff Member of its decision and its recommendations, if any, and of its reasons for the decision.
- 7.11.7** If the decision is that the Staff Member stands disciplined for cause, then the President shall notify the Staff Member of the details of the disciplinary action, including the effective date on which the Committee gave the notice of its decision.
- 7.11.8** If the decision is that there was not cause for discipline, the President shall inform the Staff Member that the disciplinary action or the notice of impending disciplinary action [Section 7.5 (a) or 7.5 (b)] is

revoked, and that the records which pertain to the incident shall be removed from the Staff Member's personnel file.

7.12 Fees

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

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

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

7.13 Timelines

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

8. Grievance Procedure

8.1 Should any difference arise as to the interpretation, application, operation, or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration hereunder, the difference shall be settled in accordance with the following grievance procedure.

8.2 Notwithstanding the above, matters which are subject to review on appeal under the provisions of Articles 7 and/or 9 are not subject to grievance hereunder.

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

8.4 A grievance may be claimed by an individual Staff Member, by the Association on behalf of itself [sub-section 8.4 b. iii.], by the Association on behalf of a Staff Member or a group of Staff Members [sub-section 8.4 b. i. or ii.], or by the President on behalf of the Council.

- a. The Association's right to initiate a grievance shall be limited to:
 - i. the support of a grievance by an individual Staff Member as outlined in section 8.5 which follows;
 - ii. a "group grievance" on behalf of more than two (2) Staff Members who would otherwise claim identical grievances individually. An initial group grievance must be signed by each of the Staff Members claiming the grievance;
 - iii. a policy grievance, where the Association may grieve any issue except an issue which directly affects a Staff Member or Staff Members, and regarding which such Staff Member(s) could normally initiate or have initiated a grievance.

- b. In the event that the President claims a grievance against the Association, the President shall present the grievance in

writing to the Association. If the matter is not resolved to the satisfaction of the President within fifteen (15) working days of the Association having received the grievance, the President may refer the matter to arbitration hereunder.

- 8.5** A Staff Member intending to initiate the grievance procedure shall first present the claim to the Association, which shall decide whether or not to enter the grievance proceeding on behalf of the Staff Member.
- 8.5.1** A Staff Member who occupies a position which is listed in Schedule C shall not have access to the grievance procedure.
- 8.6** If the Association does not enter the grievance proceeding on behalf of a Staff Member under the provisions of Section 8.5 within a reasonable time of receipt of the Staff Member's claim, the Staff Member may then, but not otherwise, claim the grievance on the Staff Member's own behalf. In such a case, the Association shall not take further action under the provisions of this Article respecting the grievance of the Staff Member.
- 8.7** In the event that the Staff Member/Association claims a grievance, the grievance shall be presented initially to the lowest administrative level competent to deal with the subject of the grievance.
- 8.8** In the event that there is no informal resolution of the grievance the Staff Member/Association shall set forth the grievance in writing, stating the facts giving rise thereto and the relief or remedies sought. Such written grievance shall be submitted to the supervisor.
- 8.9** The supervisor shall investigate the matter in such manner as the supervisor deems appropriate and shall submit a written report within ten (10) working days to the Staff Member/Association with a recommendation for a resolution of the dispute.
- 8.10** The report and the recommendations of the supervisor shall be deemed accepted by the Staff Member/Association and a satisfactory resolution of the grievance effected, unless within five (5) working days of receipt thereof the Staff Member/Association notifies the supervisor to the contrary. If such a notification is given, the Staff Member/Association and the Executive Officer shall meet within five (5) working days thereafter to attempt to resolve the grievance.

- 8.11** In the event that the Executive Officer and the Staff Member/Association are unable to resolve the grievance within five (5) working days of their meeting, then the Staff Member/Association may within ten (10) working days of their meeting notify the President that the Staff Member/Association refers the matter to arbitration hereunder.
- 8.12** Grievances shall be referred for arbitration to a single arbitrator. The arbitrator shall be appointed by the agreement of the President of the University and the Staff Member/Association within ten (10) working days after the President has received notice of referral. Failing agreement within those ten (10) working days, the arbitrator shall be appointed by a Judge of the Court of Queen's Bench on the application of either party to the grievance proceeding with notice to the other.
- 8.12.1** The arbitrator shall have no power to add to, subtract from, modify, or amend the provisions or terms of this Agreement.
- 8.12.2** The arbitrator shall confine herself or himself to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted.
- 8.12.3** When dealing with a grievance involving claim of non-compliance with procedural requirements, if the arbitrator finds that procedural requirements have not been complied with, the arbitrator shall be limited to directing that the matter be reconsidered by the appropriate body in accordance with the procedures specified in the appropriate Article.
- 8.12.4** The arbitrator shall hear and determine the grievance and issue a decision which shall be final and binding upon the parties to the arbitration.
- 8.13** The time schedule of this grievance procedure or any part thereof may be abridged or extended by mutual consent, which consent shall not be unreasonably withheld.

9. Appeal Procedure

- 9.1** Nothing in this Agreement shall prevent the use of informal means to settle disputes on any matter which may become subject to formal appeal.
- 9.2** The use of informal means to settle disputes shall not affect the right to appeal a decision; and neither party shall by intimidation, threats of termination of employment, or by any other threat seek to cause a Staff Member to abandon an appeal or refrain from exercising this right.
- 9.3** A Staff Member shall not have the right to appeal a recommendation by the Search Committee respecting the Staff Member's appointment to a position to which the provisions of this Agreement apply.
- 9.4** Nothing in this Agreement shall prevent a Staff Member from receiving the assistance of an outside party in pursuing an appeal.
- 9.5** Appeals with Respect to Probation, Salaries, and Academic Promotion
- 9.5.1** a. A Professional Staff Member shall the right to appeal any recommendation for a salary increment of less than one (1) merit per year, or any recommendation regarding extension or termination of the Professional Staff Member's probation period.
- 9.5.1** b. An Academic Staff Member shall have the right to appeal any recommendation for a salary increment of less than one (1) merit per year, any recommendation regarding termination of the Staff Member's probation period, or any recommendation regarding the Staff Member's promotion as an Academic.
- 9.5.2** If the Staff Member intends to exercise the Staff Member's right to appeal the Executive Officer's recommendation, the Staff Member shall provide the President with written notification within ten (10) working days of its receipt.

- 9.5.3** The President shall advise the Staff Member in writing of the names of the Appeal Committee members established in 9.5.10 a or b within ten (10) working days of receiving notification of the intent to appeal.
- 9.5.4** Within twenty-five (25) working days of receiving the Executive Officer's written recommendation, the Staff Member shall submit to the chair of the Appeal Committee an appeal document specifying the grounds and argument of the appeal.
- 9.5.5** In arriving at its final recommendation the Appeal Committee may make such enquiries as it considers advisable in the circumstances.
- 9.5.6** Any and all information considered by the Appeal Committee must be seen and heard by the appellant and the Executive Officer whose recommendation is being appealed.
- 9.5.7** The Appeal Committee shall provide all parties to the appeal with not less than 10 (ten) working days written notice of the time and place of the Appeal Hearing.
- 9.5.8** A Staff Member may receive assistance from another in preparing and presenting the Staff Member's appeal.
- 9.5.9** The Procedural Guidelines governing the Appeal Committee and Appeal Hearing shall be defined and publicized.
- 9.5.10**
- a. For the purpose of hearing appeals under Section 9.5.1 (a), there shall be established an Appeal Committee consisting of the following regular full-time Staff Members:
 - i. An Executive Officer (or other individual named by the President in consultation with the President of the Faculty Association) who has not made a recommendation in the case under appeal, as chair;
 - ii. Five (5) non-probationary Professional Staff Members elected from and by Professional Staff Members, three (3) of whom shall be the primary members, the other two of whom shall be alternates. The primary members shall be elected for a two (2) year renewable term. The alternate members shall be elected for a one (1) year renewable term and thereafter subject to re-election at two (2) year intervals.

- iii. Three (3) Professional Staff Members appointed by Council, one (1) of whom shall be the primary member, the other two being alternates. The primary member shall be appointed for two (2) year renewable terms. The alternates shall be appointed for a one (1) year renewable term and thereafter appointed to two (2) year renewable terms.
- iv. One (1) Staff Member appointed by The Association (non-voting);
- v. A Human Resources Officer or designate (non-voting).

Any elected or appointed members to the Committee, who are absent from the University on an extended leave, are deemed to have resigned from the Committee prior to the commencement of the leave.

- 9.5.10** b. For the purpose of hearing appeals under Section 9.5.1 (b) there shall be established an Appeal Committee consisting of the following regular full-time Staff Members:
- i. A Vice President Academic (or other individual, holding academic appointment, named by the President, in consultation with the President of the Association), who has not made recommendation in the case under appeal, as Chair;
 - ii. Five (5) tenured Academic Staff Members elected from and by Academic Staff Members, three (3) of whom shall be the primary members, the other two of whom shall be the alternates. The primary members shall be elected for a two (2) year renewable term. The alternate member shall be elected for a one (1) year renewable term and thereafter subject to re-election at two (2) year intervals.
 - iii. Three (3) tenured Academic Staff Members appointed by Council, one (1) of whom shall be the primary member, the other two being alternates. The primary member shall be appointed for two (2)

year renewable terms. The alternates shall be appointed for a one (1) year renewable term and thereafter appointed to two (2) year renewable terms.

- iv. One (1) Staff Member appointed by the Association (non-voting).
- v. A Human Resources Officer or designate (non-voting).

Any elected or appointed members to the Committee, who are absent from the University on an extended leave, are deemed to have resigned from the Committee prior to the commencement of the leave.

Staff Members on the Tenure Review Committee who considered the case in question may not serve on the Appeal Committee for this case.

9.5.11 When an elected primary committee member is unable to complete the primary Staff Member's term the alternate shall be designated to complete the primary member's term. In such event a new alternate member shall be elected to complete the balance of the alternate's term.

9.5.12 When an appointed primary member is unable to complete the primary member's term the alternate shall be designated to complete the primary member's term. In such an event Council shall name a new alternate member to complete the balance of the alternate's term.

9.5.13 The Appellant shall have the right to challenge the presence of one (1) voting member of the Appeal Committee, prior to the Committee's initial meeting, without question or prejudice. This member shall withdraw immediately from the committee and shall be replaced by the appropriate alternate.

9.5.14 When serving as a member of an appeal committee, the Chair, an Association appointee, or the Human Resources Officer shall not have a vote but shall be entitled to participate in all other respects.

9.5.15 Notwithstanding section 9.5.14, in the event of a deadlock vote, the Chair shall cast the deciding vote.

9.5.16 The decision of an Appeal Committee shall be in writing and copies will be delivered to both the President and the Appellant.

9.5.17 The decision of the Appeal Committee is final and binding and is not subject to further appeal within the Institution.

9.5.18 An Appeal Committee shall be empowered to make any recommendation that an Executive Officer is empowered to make in the case under appeal and its recommendation shall take precedence over the recommendation of an Executive Officer.

9.6 Appeals with Respect to Position Evaluation

9.6.1 A Professional Staff Member shall have the right to appeal the initial evaluation of the Staff Member's position or any subsequent review pursuant to Section 4.5.

9.6.2 The appeal shall be made in writing and submitted to the Human Resources Officer within twenty-five (25) working days of receiving the results of the Position Evaluation Committee's review.

9.6.3 The Position Evaluation Appeal Committee must meet within twenty (20) working days of receipt of notice of a position evaluation appeal, and shall be expected to complete its deliberations within ten (10) working days.

9.6.4 The Position Evaluation Appeal Committee shall consist of the following regular full-time Staff Members:

a. an Executive Officer (or other individual named by the President) who has not made a recommendation in the case under appeal, as chair;

b. three (3) Professional Staff Members elected from and by Professional Staff Members, one of whom shall be designated as alternate;

-one (1) elected for a one (1) year renewable term;

-two (2) elected for a two (2) year renewable term;

and thereafter elected to two (2) year renewable terms.

- c. four (4) Staff Members appointed by Council; two of whom are designated as primary committee members; one of whom is designated as a first alternate, and one of whom is designated as a second alternate.

-two (2) appointed for one (1) year renewable terms;

-two (2) appointed for two (2) year renewable terms;

and thereafter appointed to two (2) year renewable terms.
- d. one (1) Staff Member appointed by the A.U.F.A.;
- e. a Human Resources Officer or designate.

9.6.5 In the case of an appeal where one of the two primary committee members appointed by the Council is the supervisor of the appellant, that committee member shall be replaced, for the purpose of that appeal only, by the first alternate. Should the presence of either of the two Council appointees on the Committee then be challenged by the Appellant, the second alternate will replace the challenged committee member.

9.6.6 When it becomes necessary to replace a voting member of the committee the Staff Member who is elected or appointed (as is appropriate) shall complete the term of the Staff Member who is being replaced.

9.6.7 The Appellant shall have the right to challenge the presence of one (1) voting member of the Appeal Committee without question or prejudice. This member shall withdraw immediately from the committee and shall be replaced by the appropriate alternate.

9.6.8 When serving as a member of an Appeal Committee, neither the Executive Officer, the Association appointee, nor the Human Resources Officer shall have a vote but shall be entitled to participate in all other respects.

9.6.9 Notwithstanding Section 9.6.8, in the event of a deadlock vote, the Chair shall cast the deciding vote.

9.6.10 The decision of an Appeal Committee is final and binding and is not subject to further appeal within the institution.

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- 9.6.11** An Appeal Committee shall be empowered to make any recommendation that an Executive Officer is empowered to make in the case under appeal and its recommendation shall take precedence over the recommendation of **an** Executive Officer.

10. Discrimination

- 10.1** Notwithstanding any other provision of this Agreement the parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Staff Member in regard to any matter including salaries, classification, rank, appointment, promotion, tenure, permanency, reappointment, dismissal, research and study leave, fringe benefits, or any other terms and conditions of employment by reason of age, race, language, creed, colour, ancestry, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, family relationship, personal or social life style, clerical or lay status, physical characteristics, place of residence, membership or activity in the Association, or activity in any legally constituted association.
- 10.2** The parties agree, however, that no member of the Association or person acting as an officer of Athabasca University shall take part in formal discussions or vote with regard to the determination of any specific term or condition of employment of a member of that person's immediate family.

11. Academic and Professional Freedom

11.1 General

Although these statements occur within the body of this Agreement, the various items herein are not subject to negotiation, abrogation, or diminution in any way. They may, however, be subject to later interpretation. Staff Members shall not be hindered or impeded in any way by the Council or the Association from exercising their legal rights as citizens, nor shall they suffer any penalties because of the exercise of such legal rights.

11.2 Academic Freedom

The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the teaching function of the university as well as in its scholarship and research. The parties agree that they will not infringe or abridge the academic freedom of any member of the academic community. Members of the University community are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize Athabasca University and the Association, and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to basic research and teaching, course development and delivery in a honest search for knowledge.

11.3 Professional Freedom

Each Professional Staff Member must be free to pursue excellence in the professional's field of competence, must be encouraged to contribute to the intellectual life of the University community, and must be encouraged to contribute to the intellectual life of the professional groups to which the Professional Staff Member belongs.

12. Position Reduction

12.1 Financial Stringency

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

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

- a. a period of notice of not less than twelve (12) months; and
- b. one (1) month's salary for each year of service to a maximum of six (6) months' salary.

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

12.1.4 Each Staff Member made an offer under Section 12.1.3 shall be given one (1) month from the date of receipt of notice of a vacancy to decide whether the Staff Member will accept the offer and shall be entitled to a further reasonable period of time to fulfill other employment commitments prior to returning to Athabasca University.

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

12.2 Redundancy

12.2.1 The Council shall not declare redundant, or by reason thereof, take action to terminate any appointment, without the President first having given the Association sixty (**60**) days to provide advice thereon.

12.2.2 Positions may be declared redundant when one or all of the following conditions exist:

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

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

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

- a. Retraining
- b. Redeployment of staff
- c. Early retirement

12.2.5 Where retraining is offered by the President as an alternative to discontinuance of appointments, Staff Members shall outline a

program of study for the approval of the appropriate Executive Officer. Retraining shall include the continuation of salary and benefits for a period of time to be stated in the offer. Upon successful completion of retraining programs, Staff Members shall receive prior consideration over other applicants and shall receive first offers of appointment for the first available positions in their new fields which fall under the provisions of this agreement.

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

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

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

- 12.2.7** In the event that discontinuation of staff appointments becomes necessary:

- a. Staff Members whose appointments are to be discontinued shall be so advised **by** the Council in a written statement which indicates clearly the reasons for the discontinuation.
- b. All Staff Members, other than those holding contractually limited appointments, whose appointments are to be discontinued because of the declared redundancy, shall receive from the Council:
 - i. a period of notice of not less than twelve (12) months, and

- ii. one (1) month's salary for each year of service to a maximum of six (6) month's salary.

12.2.8 In the event that the provisions of section **12.2.7** are implemented the Council will attempt to mitigate the detrimental effect to permanent Staff Members, where it is deemed feasible by the President, by:

- a. terminating any related ~~contractees~~ engaged as per the Letter of Understanding - Contracting Out, and
- b. releasing from employment term Staff Members.

12.2.9 In the event that a Staff Member whose appointment was discontinued as a result of redundancy is subsequently given a full-time appointment, the Staff Member shall receive such contractual status, right to leaves, and accumulated benefits as the Staff Member shall have enjoyed at the time of discontinuation.

12.2.10 Staff Members whose appointments have been discontinued as a result of redundancy shall, upon request, receive prior consideration over other applicants and shall receive the first offers of appointment for the first available positions for which they are qualified. This prior consideration shall be given to Staff Members for a period of two (2) years in the case of probationary appointment and four (4) years in the case of a regular appointment.

12.2.11 Each Staff Member made an offer under **12.2.10** shall be given one (1) month from the date of receipt of notice of a vacancy to decide whether the Staff Member will accept the offer and shall be entitled to a further reasonable period of time to fulfill other employment commitments prior to returning to Athabasca University.

13. Professional Development - Research

13.1 Principles

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

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

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

13.2 Professional Development Fund

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

13.2.2 The Council will establish a Professional Development Fund to which Staff Members holding regular or term appointment may apply for assistance for professional development activities beyond those provided in Section 13.2.1.

13.2.3 Each division within Athabasca University shall establish procedures for the awarding of assistance from the fund provided for in Section 13.2.2. These procedures shall include a statement of criteria and priorities for allocation.

13.2.4 Where activities supported under Section 13.2.1 or Section 13.2.2 involve absence from regular duties and responsibilities, such absence may be approved by the appropriate Executive Officer upon the recommendation of the Staff Member's supervisor.

13.3 Research

13.3.1 Where the duties and responsibilities of a position include research, the supervisor will take this commitment into account in assigning duties.

- 13.3.2** The Council will establish a Research Fund for the purpose of encouraging and assisting research activities by Staff Members. Monies from this fund shall be allocated by the Academic Research Committee.
- 13.3.3** **In addition to the Research Fund identified in Section 13.3.2, Staff Members engaged in specific research projects may also apply for a research grant in lieu of an equivalent portion of their regular salary.**
- 13.4 Professional Development Leave**
- 13.4.1** Regular full-time Staff Members shall be entitled to twenty-one (21) working days' Professional Development Leave per calendar year.
- 13.4.2** A Staff Member shall not begin Professional Development Leave without the approval of the Staff Member's supervisor. Such approval shall not be unreasonably withheld.
- 13.4.3** Professional Development Leave shall not be earned during a leave without pay or a sick leave after the second month of leave without pay or sick leave in any year.
- 13.4.4** Salary in lieu of Professional Development Leave will not be paid.
- 13.4.5** A regular Staff Member shall be eligible for leave on a *pro rata* basis for that portion of the calendar year in which the Staff Member's employment began or was terminated.
- 13.4.6** A regular Staff Member taking Professional Development Leave may apply for a research grant in lieu of an equivalent portion of Professional Development salary.

14. Annual Research Leave

14.1 The Council recognizes the importance of research within the responsibilities of Academic staff, **Staff Members appointed to Course Coordinator positions are not eligible for the provisions of Article 14.**

14.2 The Council will provide up to twenty-one (21) days of Annual Research Leave for each Academic member of staff. This may be taken in addition to Professional Development Leave provided that the total number of days taken in a given year for Annual Research and Professional Development Leave does not exceed thirty (30). Annual Research Leave shall be subject to the following conditions.

- a. Eligible Staff Members will prepare a research proposal three months before the commencement of any research leave, such proposal to be filed with and approved by the supervisor of the Staff Member, who must in the event of denial give reasons in writing.
- b. Research leave days are normally taken as a block of twenty-one (21) continuous days in order to maximize the effectiveness of time taken for research. No more than two such leaves within the twenty-one (21) day limit may be granted in a given calendar year.
- c. Within one month of completion of research leave, the Staff Member will file with the supervisor a report detailing progress made during the leave and the project status at the completion of the leave period.
- d. Academic Staff Members are eligible for research leave unless:
 - i. They are excluded from eligibility by 14.4;
 - ii. They are in their first full year of employment as an Academic Staff Member at Athabasca University. Annual Research Leave eligibility commences after the first full year of employment and is prorated during any partial year of employment.

- iii. Annual Research Leave shall also be prorated in years during which Research and Study Leave is taken.

- 14.3** Eligible research activities shall be defined as activities that lead to potential publication of books or of articles in academic journals, to presentation at scholarly meetings, to recognized scholarly contributions via other media than print, or to other recognized contributions to an academic discipline. Research, the purpose of which is solely to keep abreast of developments in a staff member's academic discipline, will not be considered as eligible for research leave; Athabasca University regards the conduct of this type of research as part of the normal duties of an Academic Staff Member, to be incorporated into an academic's regular schedule, rather than as research leave.
- 14.4** Repeated inability of an Academic Staff Member, who has received Annual Research Leave, to publish, to present research results at scholarly meetings, or otherwise contribute to scholarly discussions, may result in loss of eligibility for future research leave to the Staff Member. Loss of eligibility for leave will occur only after consultation between the supervisor and the affected Staff Member.
- 14.5** A Staff Member may appeal to the appropriate Executive Officer.
- a. rejection of a research leave proposal
 - b. refusal to grant time for an approved research leave proposal.
- The decision of the appropriate Executive Officer will be justified in writing and be final.
- 14.6** Annual Research Leave cannot be carried over from one calendar year to the next.
- 14.7** Salary in lieu of Annual Research Leave will not be paid.
- 14.8** Nothing in the foregoing shall be construed to mean that ongoing research will not occur during times other than a research leave period. A research leave period however is to be seen as a period devoted exclusively to research.

- 14.9** Eligible Staff Members cannot be required to take research leave in any given year. The Council wishes to promote ongoing research activities but recognizes that, in any given year, some Staff Members, after consultation with their supervisor, will wish to devote themselves to other ongoing activities that research leave might hinder.
- 14.10** Annual Research Leave cannot be accumulated during Research and Study Leave.
- 14.11** A Staff Member taking Annual Research Leave may apply for a research grant in lieu of an equivalent portion of Annual Research Leave salary.

15. Research and Study Leave

15.1 Principles

15.1.1 Research and Study Leave is viewed as benefiting Staff Members and the University.

15.1.2 Only those Staff Members holding regular full-time and regular part-time appointment are eligible to apply for Research and Study Leave. Such leave granted to regular part-time staff would be in accordance with Articles 3.1.3, and 4.1.4. Staff Members holding **term** appointments are eligible for Research and Study Leave in accordance with Articles 5.11 and 5.12.

15.1.3 Research and Study Leave will not be unreasonably denied, but the number of Research and Study Leaves granted may be limited in any year.

15.2 Purpose

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

For Course Coordinators, Research and Study Leave is intended to provide opportunities for activities that are directly related to the teaching functions being performed and which will increase or broaden the competence of the Staff Member and enhance the Staff Member's value to the University.

15.3 Eligibility

15.3.1 At the end of the twelve months following the granting of appointment for an indefinite term, Academic Staff Members shall be eligible for such leave.

- 15.3.2** After the granting of appointment for an indefinite term, a Professional Staff Member shall be eligible for such leave.
- 15.3.3** **After three years of regular full-time continuous service, during which time no Research and Study Leave was taken by the Staff Member, a Staff Member shall again be eligible for such leave.**
- 15.3.4** Eligibility shall accrue at the rate of two (2) months potential leave for every year of continuous full-time service.
- 15.3.5** Research and Study Leave may not be taken in anticipation of earning such leave.
- 15.3.6** Research and Study Leave entitlement may be accumulated.
- 15.3.7** A Staff Member holding a regular full-time appointment which was immediately preceded by a term appointment of two years or less in length may include up to one (1) year's continuous term service in determining the Staff Member's eligibility for leave.
- 15.3.8** A Staff Member holding a regular full-time appointment which was immediately preceded by a term appointment in excess of two years **may** include 50% of any years or months of continuous term service in determining eligibility for leave.
- 15.3.9** For the purposes of determining full-time continuous service as established by Section 15.3.3, leave without pay and Research and Study Leave will not be considered as full-time continuous service.
- 15.4** **Duration**
- 15.4.1** **A Research and Study Leave shall be a minimum of six (6) months and a maximum of twelve (12) months duration, except where shorter leave is approved by the appropriate Executive Officer.**
- 15.5** **Financial Support**
- 15.5.1** Except as provided hereunder, the Council shall provide eighty per cent (80%) of salary for the duration of a Research and Study Leave.
- 15.5.2** A Staff Member on Research and Study Leave shall not be entitled to remuneration during the leave from all sources, in excess of one

hundred per cent (100%) of the Staff Member's normal salary from Athabasca University.

15.5.3 A Staff Member who is in receipt of remuneration from sources other than Athabasca University during the period of Research and Study Leave shall report the sources and actual amounts to Athabasca University within one (1) month of the end of the leave.

15.5.4 In the event that total remuneration exceeds the maximum set forth in Section 15.5.2, the Council shall reduce its contribution so that the total remuneration is 100% of normal salary from Athabasca University, or the Council's contribution is reduced to zero.

15.5.5 The Staff Member taking study leave may apply for a study leave research grant in lieu of an equivalent portion of the Research and Study Leave salary.

15.6 Application

15.6.1 Eligible Staff Members shall make formal application to the supervisor in writing by October 1 of the year preceding the academic year in which the Research and Study Leave is to commence.

15.6.2 Decisions on the granting of such leave shall be made **by December 01 following the receipt of the formal application** by the appropriate Executive Officer.

15.6.3 An application for study leave shall include:

- a. the duration of leave requested;
- b. a statement of what the applicant intends to do during the proposed leave;
- c. **where the purpose of the leave is graduate study or professional training the leave request shall include a plan which outlines steps and timeframes for completion.**
- d. a statement of the value of the proposed activity to the professional development of the Staff Member;
- e. a statement of the proposed activities' value to the University;

- f. an estimate of the remuneration expected by the Staff Member from sources other than Athabasca University, including research grants, travel grants, fees, honoraria, etc.
- g. an estimate of any expenses the Staff Member may incur, including tuition fees, travel costs, etc.
- h. salary option in the case of Professional Staff applications.

15.7 Approval

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

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

15.7.2 Where Research and Study Leave meets the criteria for approval on the basis of merit of the application but the leave is denied due to financial or staffing constraints, the application will be given first priority the following year or application period.

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

15.8 Professional Staff Member Full Salary Option

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

15.8.2 A Full Salary Option Research and Study Leave shall be a minimum of two (2) months and a maximum of four (4) months duration.

- 15.8.3** Full Salary Option Research and Study Leave shall be converted and consumed in accordance with the provisions of Schedule F.
- 15.8.4** Eligible Professional Staff Members will make formal application to the supervisor by October 1, January 1, or April 1 of any year. The application must precede the date of the proposed leave by at least eight months.
- 15.8.5** Decisions on the granting of such leave shall be made within two (2) months of the receipt of the formal application by the appropriate Executive Officer.
- 15.8.6** A full salary option Research and Study Leave may be taken:
- a. In consecutive years provided there is a break of four months prior to the commencement of any subsequent Research & Study Leave;
 - b. Subsequent to an **80%** option leave after three years of regular full-time continuous service.
- 15.8.7** An eligible professional Staff Member who has unsuccessfully applied for a full salary option for Research and Study Leave must wait at least one year before re-applying for either full salary or an **80%** salary Research and Study Leave.
- 15.9** Reporting
- 15.9.1** The Staff Member who is granted Research or Study Leave shall, within one (1) month of the Staff Member's return from leave, submit a written report to the supervisor. This report shall include:
- a. what was accomplished on the study leave;
 - b. a declaration of income as required by Section 15.5.3
- 15.10** Economic Benefits
- 15.10.1** While on Research and Study Leave a Staff Member shall make contributions to the appropriate pension plan. Athabasca University shall make contributions at the rates provided for in the pension plan. Periods of Research and Study Leave shall be counted as time spent in full-time continuous service for the purpose of determining pension benefits.

- 15.10.2** While on such leave a Staff Member is eligible for promotion and salary increments as provided for elsewhere in this Agreement.
- 15.10.3** While on such leave the Staff Member shall continue to make contributions as required by statute.
- 15.10.4** While on such leave the Staff Member will continue to be eligible for the benefits contained in Schedule B of this Agreement. Athabasca University is not responsible for maintaining the level of benefits if the benefits or the cost of the benefits are modified by the terms of the leave including the Staff Member's level of salary and/or the Staff Member's physical location while on leave.
- 15.10.5** Vacation leave and Professional Development Leave shall not accrue during the period a Staff Member is on Research and Study Leave.
- 15.10.6** Vacation leave and Professional Development Leave which, except for Section 15.10.5, would have accrued during such leave, shall be deemed to have been taken during such leave.

16. Other Leaves

16.1 General

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

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

16.1.3 Leave with pay for a prescribed period may be granted to regular full-time or part-time Staff Members by the Staff Member's supervisor in consultation with the appropriate Executive Officer in the event of:

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

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

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

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

16.2 Exchange Leave

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

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

16.3 Political Leave

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

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

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

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

16.4 Vacation Leave

16.4.1 a. Full-time Staff Members shall be entitled to twenty-two (22) working days vacation leave with pay per calendar year.

b. Full-time Staff Members shall be entitled to twenty-three (23) working days vacation after completion of 5 years service. This entitlement will commence on January 1 of the year immediately following the year in which five (5) years service has been completed.

c. Full-time Staff Members shall be entitled to twenty-six (26) working days vacation after completion of ten (10) years service. This entitlement will commence on January 1 of the year immediately following the year in which ten (10) years service has been completed.

d. Full-time Staff Members shall be entitled to twenty-seven (27) working days vacation after completion of fifteen (15) years service. This entitlement will commence on January 1 of the year immediately following the year in which fifteen (15) years service has been completed.

e. Full-time Staff Members shall be entitled to twenty-eight (28) working days vacation after completion of twenty (20) years service. This entitlement will commence on January 1 of the year immediately following the year in which twenty (20) years service has been completed.

16.4.2 A Staff Member shall not commence vacation leave without the written approval of the Staff Member's supervisor. Such approval shall not be unreasonably withheld.

- 16.4.3** Staff Members will normally be expected to take vacation leave entitlement every calendar year. However, the appropriate Executive Officer, on the recommendation of the Staff Member's supervisor, may authorize an accumulation of vacation leave to the entitlement accrued over two (2) calendar years.
- 16.4.4** Where a paid holiday falls within a vacation leave, a compensating day of vacation leave shall be provided, normally the working day immediately preceding or immediately following the vacation leave.
- 16.4.5** Vacation leave shall not normally be earned during a leave without pay or a sick leave after the second month of leave without pay or sick leave in any year.
- 16.4.6** Vacation leave entitlement, to the extent earned, may be applied to an absence due to sickness after the expiration of sick leave entitlement or in conjunction with any period of leave without pay, thereby reducing the period without pay.
- 16.4.7** Staff Members are expected to take full advantage of the vacation leave provided. Except where a Staff Member is terminated by Athabasca University, salary in lieu of vacation leave will not normally be paid. (The Staff Member who has been terminated shall receive pay in lieu of vacation leave at the Staff Member's regular rate.)
- 16.4.8** For Staff Members other than regular staff, rates of remuneration shall be calculated in a manner which accounts for vacation leave on a *pro rata* basis.

16.5 Sick Leave

- 16.5.1** Regular full-time and part-time Staff Members shall be entitled to not more than six (6) months sick leave with pay and benefits per calendar year.
- 16.5.2** Notwithstanding the provision in Section 16.5.1, **a term appointee** shall be entitled to a maximum of twenty-one (21) work days sick leave with pay per appointment year. If **a term appointee's** contractual period is less than one (1) calendar year, sick leave with pay will be calculated at the rate of 1.75 work days per appointment month to a maximum twenty-one (21) work days per appointment year. Upon the termination of the appointment, all sick leave entitlements shall be cancelled and no payment shall be due.

- 16.5.3** Where the Staff Member has used the Staff Member's sick leave entitlement in any year, the Staff Member shall not be entitled to a new sick leave entitlement in the next year until the Staff Member has completed one (1) month of service from the date of the Staff Member's return to work. As well, where the Staff Member has been on a leave without pay for medical reasons, the Staff Member shall not be entitled to further sick leave entitlement until the Staff Member has completed one (1) month of service after the date of the Staff Member's return to work.
- 16.5.4** The Staff Member, to be entitled to sick leave, may be required by a Human Resources Officer to provide proof of sickness. If the Staff Member does not or cannot provide satisfactory proof upon request, the Staff Member's absence will be treated as leave without pay.
- 16.5.5** Sick leave does not include injuries covered under Workers' Compensation.
- 16.5.6** Where a regular full-time or part-time Staff Member sustains an injury in the course of the Staff Member's duties and is eligible for Workers' Compensation, the Staff Member shall be paid that amount necessary to make up the difference between what the Staff Member receives as compensation and the Staff Member's regular salary for the period for which the Staff Member would have been entitled to receive pay had the Staff Member been on sick leave. Such injury leave shall not reduce the Staff Member's regular sick leave entitlement for that year.
- 16.5.7** In the event that the illness of a Staff Member exceeds or is expected to exceed six (6) months the Staff Member must apply for benefits under the disability insurance program.
- 16.5.8** In no case will salary continue to be paid to a Staff Member who is receiving benefits under the total disability insurance program.
- 16.6 Maternity Leave**
- 16.6.1** A regular Staff Member shall be granted leave for maternity reasons for a period of not more than six (6) months from the date of leaving to the date of return provided that she has completed one (1) year of continuous service at the time of application as follows:

- a. The Staff Member shall be paid her regular salary and benefits for a full three (3) month period commencing at the beginning of the leave or ending at the termination of the leave;
- b. For the period of leave during which salary is not paid, Athabasca University shall pay its contribution to all those elements of the benefit program which can be continued during a period of maternity leave without pay.

16.6.2 A Staff Member holding a term appointment shall be granted leave without pay for maternity reasons for a period not exceeding six months from the date of leaving to the date of return provided that she has completed one (1) year of continuous service at the time of application.

16.6.3 The Staff Member must provide the supervisor with at least ten (10) working days notice in writing of the date upon which she intends to commence maternity leave. A Human Resources Officer may require a medical certificate giving the estimated date of delivery.

- 16.6.4**
- a. The Staff Member in consultation with her physician shall determine the date that maternity leave is to commence.
 - b. Notwithstanding any date initially selected for the start of maternity leave, if a Staff Member subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date.

16.6.5 The Staff Member may return to work thirty (30) working days after the date of confinement except where she presents a medical certificate which indicates that she is able to return earlier. She shall be returned to her former position or be placed in a comparable position for which she is qualified upon her return to work provided that she had indicated her intention to return to work by notifying the supervisor at least ten (10) working days prior to the date she wishes to return to work.

16.6.6 Upon reasonable notice to the supervisor, a Staff Member (the adopting mother) shall be granted a maternity leave of not more than six (6) months immediately following the adoption of a child. The Staff Member may be required to furnish proof of such an adoption.

16.7 Paternity Leave

- 16.7.1** a. A Staff Member shall be entitled to five days leave with pay for paternity reasons.
- b. A Staff Member shall be entitled to leave without pay for paternity reasons, with the period of any such leave normally not to exceed thirty (30) working days.
- 16.7.2** Reasonable notice should be provided to the supervisor and the period of leave must include the actual or expected date of delivery or date of adoption. Supporting evidence may be required to substantiate the purpose and application of such leave.
- 16.7.3** For the period of leave during which salary is not paid, Athabasca University shall pay its contribution to all those elements of the benefit program which can be continued during a period of paternity leave without pay.

17. Time-Off

17.1 Association Business

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

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

17.1.3 The Association President **and the Grievance Officer** may be released from up to twenty per cent (20%) of the Staff Member's regular assigned duties and responsibilities in order to take care of Association business. Time taken for such business should be planned in such a way as to minimize the effect on the Staff Member's work unit, and should be approved in advance by the Staff Member's organizational unit head.

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

17.2 Voting

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

17.3 Court Proceedings

17.3.1 A full-time Staff Member served with a document requiring the Staff Member to appear as a witness during court proceedings or to serve jury duty shall be paid the difference between what the Staff Member would have earned for the Staff Member's scheduled hours and the

fee received. The appropriate Executive Officer may require the Staff Member to furnish the document which requires the Staff Member to appear for jury duty before approving any payment. The Staff Member is required to work during those scheduled hours that the Staff Member is not required to attend the court proceedings.

18. Paid Holidays

18.1 A full-time Staff Member shall be entitled to the following holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

18.2 In addition, a full-time Staff Member shall be entitled to three (3) "float" holidays with pay per year scheduled annually in such a way that working days between Christmas Day and New Year's Day are paid holidays in each year. Where "float" days remain they shall be taken by all Staff Members at the same time, selected by the Association in consultation with the President. The selection of times shall normally occur prior to the commencement of the calendar year.

18.3 An additional statutory or official holiday declared or designated by appropriate Federal, Provincial, or Municipal authority will be recognised in addition to the paid holidays provided for in Section 18.1 above.

18.4 Where a paid holiday falls on the Staff Member's first regular day off, the normal practice will be to grant the immediately preceding working day as compensating time off. Where a paid holiday falls on the Staff Member's second regular day off, the normal practice will be to grant the immediately following working day as compensating time off.

18.5 The Staff Member, to be eligible for paid holidays, must be at work or on an approved leave with pay the working day immediately preceding the paid holiday and the working day immediately following the paid holiday.

19. Removal and Relocation Allowances

- 19.1** Upon initial appointment to Athabasca University a regular full-time Staff Member shall be eligible to receive a removal allowance. Such allowance shall normally be to a maximum of an amount equal to one (1) month's salary. However, where long distances or exceptional costs are involved the appropriate Executive Officer may extend eligibility for, or the amount of, a removal allowance.
- 19.2** A removal allowance is intended to assist the new Staff Member in the cost of physical removal of the Staff Member, the Staff Member's immediate family, and necessary personal effects from the Staff Member's place of residence at the time of appointment to Athabasca University.
- 19.3** A removal allowance is paid to the Staff Member to offset expenses necessarily and reasonably incurred in moving to the University. Such expenses are reimbursed in accordance with the following:
- a. economy airfare or equivalent;
 - b. meals and lodging en route where reasonable and necessary;
 - c. meals and lodging to a maximum of seven (7) days upon arrival at the University;
 - d. freight and cartage on household effects; and
 - e. household appliance disconnection and reconnection bills.
- 19.4** Receipts are required for public transportation, lodging, freight and cartage, appliance connection, and any extraordinary items.
- 19.5** Expenses not directly related to the Staff Member's physical removal, such as commissions on the sale *or* purchase of real estate, or home redecoration, etc., expenses, are not reimbursable.
- 19.6** Where the Staff Member is in receipt of a relocation allowance or grant from the Staff Member's previous employer, it is taken into account in determining the amount of the removal allowance from

Athabasca University. In general, the relocation allowance or grant from the previous employer plus the removal allowance from Athabasca University cannot exceed the actual expenses incurred by the Staff Member in the Staff Member's move to the University.

- 19.7** A Staff Member may, upon arrival at the University, request a travel advance to assist with the payment of expenses prior to submission of an account of costs. Athabasca University will not make payments directly to commercial movers **or** other suppliers.
- 19.8** Where a Staff Member voluntarily leaves the service of Athabasca University before completing two (2) years' service, the Staff Member will be required to refund a portion of the removal allowance; each month of continuous service (exclusive of leave without pay periods) will be considered as discharging one-twenty-fourth (1/24) of the obligation.
- 19.9** A Staff Member who is required by Athabasca University to relocate shall have reasonable relocation expenses paid by Athabasca University.

20. External Professional Activities

- 20.1.1** The nature of the professional competence of many Staff Members affords opportunities for the exercise of that competence outside the Staff Member's duties, on both remunerative and non-remunerative bases. Recognizing that such external professional activities can bring benefits to and enhance the reputation of the University and the capacity of Staff Members, Athabasca University agrees that Staff Members are encouraged to engage in part-time external professional activities, paid or unpaid, including participation in their professional associations, faculty associations, C.A.U.T., and/or learned societies, provided that such activities do not interfere with their obligations, duties, and responsibilities to Athabasca University as defined in this Agreement and subject to the conditions outlined in Section 20.2,
- 20.1.2** External full-time employment for full-time employees of the University is not considered as external professional activity and is prohibited.
- 20.1.3** External part-time employment or contract work for full time members of the University may qualify as external professional activity. If such employment or contract work is to take place during the normal working hours of the University the activity must have the prior written approval of the appropriate Executive Officer. This process is required to ensure that the Staff Member's duties and responsibilities are maintained during the period of external activity. Such approval shall not be unreasonably denied.
- 20.1.4** The external employment or contract work for part-time staff members, that takes place during the employee's normal working hours at the University, may qualify as external professional activity but must have the prior written approval from the appropriate Executive Officer. This process is required to ensure that the Staff Member's duties and responsibilities are

maintained during the period of external activity. Such approval shall not be unreasonably denied.

20.2 Conditions

20.2.1 A Staff Member shall notify the supervisor in advance of the nature and scope of any external professional activity conducted, in the case of full time employees, during the University's normal hours of business, or, in the case of a part-time employee, during the employee's normal hours of work.

20.2.2 Depending upon the extent of an external professional activity and the degree to which such an activity may detract from a Staff Member's attention to duties and responsibilities, an arrangement may be made to permit a leave with pay or partial pay or a leave without pay to accommodate an external professional activity, Any leave approved under this Section must have approval in writing of the appropriate Executive Officer.

20.2.3 A Staff Member shall make appropriate arrangements in advance with Athabasca University for the use of facilities, equipment, supplies, and other services of Athabasca University in the conduct of the outside professional work.

20.2.4 A Staff Member may only accept remuneration from a research grant, or contract, administered by Athabasca University if:

- a. The regulation of the supporting agency permits any use of funds for the payment of supplementary remuneration and;
- b. The appropriate Executive Officer concurs with the arrangements in writing.

20.2.5 The name of Athabasca University shall not be used in any external professional activity unless agreed in writing by the appropriate Executive Officer, although nothing shall prevent the Staff Member from stating the nature and place of the Staff Member's employment, rank, and title, provided that the Staff Member shall not purport to represent Athabasca University or speak for it, or to have its approval unless that approval has been given in writing.

20.2.6 Article 16.2 (Exchange Leave) and Article 15 (Research and Study Leave) are not considered External Professional Activities for the purposes of this Article. In addition, section 20.1.1 does not apply to Staff Members who are on an approved leave without pay.

21. Confidentiality and Access to Personnel Files

- 21.1** Every Staff Member or the Staff Member's duly authorized representative shall have the right to examine the contents of the Staff Member's personnel file except for confidential letters of assessment which will normally be destroyed or returned to a referee within twelve (12) months following decision on the matter to which the assessments are addressed.
- 21.2** A Staff Member may request and receive a list of all confidential letters of assessment, the names of the authors thereof, and a summary of their contents.
- 21.3** Upon written request, a Staff Member shall receive copies of the documents which the Staff Member has the right to examine.
- 21.4** A personnel file shall not contain anonymous items
- 21.5** A Staff Member shall have the right to include the Staff Member's comments on the accuracy or meaning of any of the contents of the Staff Member's personnel file. A Staff Member may also add any relevant documents to the Staff Member's personnel file.
- 21.6** Except as provided in this Agreement, documents and materials used by Athabasca University in the assessment of a Staff Member and the materials prepared for and used in the process of consideration for promotion or the granting of a regular appointment of a Staff Member shall not be made available to third parties except in the performance of their duties under this Agreement and under related Athabasca University documents and policies, or except at the prior written request of the Staff Member.
- 21.7** In the event of a grievance or appeal, an arbitrator, the members of an arbitration or appeal committee, and the Staff Member filing the grievance or appeal shall have access to the complete file pertaining to the grievance or appeal.

22. Resignation

22.1 Notice Period

22.1.1 Regular full-time and part-time Staff Members are requested to provide at least twenty-one (21) working days notice of intention to resign, exclusive of accrued vacation.

22.1.2 Other Staff Members should provide reasonable notice.

22.2 Exit Interview

22.2.1 Normally, an exit interview with the appropriate Executive Officer will be arranged for Staff Members who have resigned.

23. Death in Service

- 23.1** In the event of the death of a regular full-time or part-time Staff Member, the Council shall pay to the Staff Member's designated beneficiary two **(2)** times the average monthly pay received by the Staff Member over the Staff Member's last three **(3)** calendar months of employment. Such payment shall include any partial month of salary due and shall be in addition to any earned vacation leave entitlement. Where a beneficiary has not been designated, payments under the provision will be made to the Staff Member's estate.

24. Retirement

- 24.1** The normal date of retirement for a regular Staff Member is the Staff Member's sixty-fifth (65th) birthday. It may be extended by the President to June 30 following the attainment of age sixty-five (65).
- 24.2** The Staff Member may be appointed by Athabasca University beyond this date on a term or regular part-time basis.
- 24.3** This Article may not contravene Article 10 (Discrimination), which contains an age maximum of sixty-five (65) years.

Schedule A-1:

**Academic and Academic Professional Salary Rates
And Scales - 1999 – 2000**

	<u>Minimum</u>	<u>Maximum</u>
Professor - API	66,842	90,567
Associate Professor - APII	53,592	72,617
Assistant Professor - APIII	42,970	58,221
Lecturer - APIV	33,514	46,683
Course Coordinator - APV	33,514	58,221

Schedule A-2:

Professional Staff Salary Rates and Scales 1999 – 2000

	<u>Minimum</u>	<u>Maximum</u>
A	34,296	43,971
B	40,537	51,974
C	47,813	61,303
D	56,384	72,291
E	66,717	85,540

For the professional rates, in addition to the maximums shown above, there are TWO Long Term Increments (LSI) on top of each range. The value of each LSI is the equivalent of a 2.8% increment.

Schedule B: Economic Benefits

The benefits contained in this Schedule are economic in nature, and together with other economic benefits contained within this Agreement may be negotiated only during negotiations of salaries and economic benefits as provided for in this Agreement.

Information and updates on the benefits described in this Schedule will be made available on an annual basis to all members.

The benefits are as follows:

Academic Pension Plan:

Athabasca University Staff Member	Contributions as determined annually by the Universities Academic Pension Plan Board.
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Group Life Insurance:

Athabasca University - 100% of premium *

Group Disability Insurance:

Athabasca University - 100% of premium *

Extended Health Care Benefits: *

Athabasca University - 100% of premium *
100% reimbursement plan with \$50.00/family and \$25.00/single
deductible per annum.

Spousal and Dependent Life Insurance:

Athabasca University - 100% of premium
(\$10,000.00 for spouse and \$5,000.00 for each dependent)

Alberta Health Care:

Athabasca University - 100% of premium *

Group Accident Insurance:

Athabasca University - 100% of premium

Group Dental Insurance:

Athabasca University - 100% of premium *

Professional Development:

\$1,450.00 per annum
(Can be accumulated for a period of 5 years eligibility)

* Athabasca University's contribution to the following benefits will be capped at the **1999/2000** premium rates **effective August 1,1998**:

Group Life
Group Disability
Group Dental
Alberta Health Care
Extended Health Care

The parties will continue with their discussions on the benefits package to examine whether savings or economies of scale may be achieved.

Athabasca University Course Allowance:

- tuition waived for one 6 credit or two 3 credit courses per annum for the Staff Member and the Staff Member's spouse or dependent.
- Association members, spouses and dependents may take unlimited challenge exams at no cost to the Staff Member without prejudice to the fees exemption benefit, and the following Registry fees will also be waived: **re-registration fees, Prior Learning Assessment (PLA) costs**, evaluation fee, letter of permission fee, change of credential program fee, multiple examination request fee, re-registration fees, processing fee for withdrawal and transcript fee.

Vacation for Full Time Staff Members (see article 16.4.1 for detailed information):

- 22 days
- 23 days after five years
- 26 days after ten years
- 27 days after fifteen years
- 28 days after twenty years

Mid-month Advance:

All Association members will receive mid-month pay advances in the amount of 30% of gross salary

Payment of Professional Dues:

The Council will pay the professional dues for Staff Members who require registration in the Alberta Association of Registered Nurses **as** a condition of eligibility for employment with Athabasca University.

Schedule C:

Positions of a Managerial or Confidential Nature

The lists which follow are lists of the positions which, at the time this Agreement was prepared, were considered to be either "management" positions, or, positions which had responsibilities of a "confidential" nature. While the lists are not necessarily all-inclusive, they are intended to be substantially complete, save organizational changes. It is recognized that the Staff Members who occupy the positions listed are subject to Section 2.1.6, and Section 8.5.1.

Position #

Position Title

Schedule D:

List of Positions for Position Evaluation

The list which follows is intended to contain substantially all of the positions which are subject to the position evaluation system as outlined in Schedule E. New and transferred positions will also be subject to such a system when they are designated as Professional (P) positions.

POSITION #	POSITION TITLE
PP-005	Coordinator, Institutional Studies
PP-037	Head, Technical Services and Systems
PP-041	Senior Systems Analyst/Programmer – Web Development
PP-047	Counsellor, AULC – Calgary
PP-071	Course Materials Editor
PP-072	Course Materials Editor
PP-086	Senior Systems Analyst
PP-094	Manager of Systems Administration & Network Systems
PP-097	General Accountant
PP-113	Vital Systems Analyst
PP-114	Senior Systems Administrator – UNIX
PP-126	Counsellor, AULC – Edmonton
PP-144	Coordinator, Public Affairs
PP-149	Help Desk Coordinator
PP-150	Database Administrator
PP-151	Senior Systems Administrator – UNIX
PP-158	Learning Systems Coordinator
PP-175	Systems Analyst/Programmer
PP-176	Senior Systems Administrator – VMS
PC-182	Program Coordinator, Health Development Program
PP-190	Assistant Registrar, Admissions
PP-201	Database/Analyst
PP-203	Production Editor
PP-205	Graphic Designer
PP-206	Graphic Designer
PP-207	Coordinator, Communications Design
PP-222	Telecom and Networks Manager
PP-245	Multimedia Systems Coordinator
PP-271	Laboratory Programs Coordinator & Faculty Operations Assistant
PP-275	Manager, Learning Service – Outreach
PP-279	Reference Services Librarian

PP-281	Systems Analyst/Programmer
PP-282	Coordinator of PC Training and Support
PP-283	Assistant Registrar, Systems
PP-293	Institutional Information Coordinator
PC-355	Manager, Marketing and Alumni Services
PC-356	Course Production Facilitator
PC-357	Manager of Operations
PC-358	Programmer/Analyst
PP-364	Multimedia Course Developer
PT-365	Coordinator, Aboriginal Education
PP-367	Manager, Learning Services and Collaboration
PT-368	Programmer/Analyst
PT-375	AUSIM Project Manager
PP-384	Prior Learning Assessment Coordinator
PP-386	Senior Micro Computer Systems Analyst
PP-387	Coordinator, Learning Services – Tutorial
PP-390	Programmer/Analyst
PP-391	Learning Centre Coordinator – Calgary
PP-392	Learning Centre Coordinator – Edmonton
PC-393	Production Coordinator
PC-394	Programmer/Analyst
PP-395	Production Editor
PP-397	Instructional Media Analyst
PC-398	Coordinator, Learning Services – Outreach
PC-399	Manager Registrations, Records & Graduate Student Affairs
PT-401	Information and Records Coordinator
PP-403	Supervisor, Registration Services
PP-404	Supervisor, Academic Records and Examination Services
PT-406	Learning/Production Coordinator
PT-407	Vital Learning Systems Coordinator
PC-409	Course Production Facilitator
PT-411	Project Coordinator

Schedule E:

Position Evaluation System

Introduction:

The Athabasca University Governing Council (A.U.G.C.) and the Athabasca University Faculty Association (A.U.F.A.) agreed during the fall 1982 Terms and Conditions negotiations to develop and implement a position evaluation system for positions listed on Schedule E. The resultant system was to be implemented on July 1, 1984.

Article 26 - Position Evaluation - which was not continued in this Agreement, outlined the general process of developing and implementing a position evaluation system, while Schedule E listed the positions which would be subject to such a system. Established by Article 26, a Joint A.U.F.A./A.U.G.C. Position Evaluation Committee was formed with a membership of three representatives of the A.U.F.A. and three representatives of A.U. to work actively on the system and attendant operating procedures.

Together with a select resource group of A.U.F.A. members, the Joint A.U.F.A./A.U.G.C. Position Evaluation Committee (the Committee) received presentations on various position evaluation methods and systems from six consulting firms. Two firms representing substantially different methodologies were asked to return to make a second presentation. After those presentations the Committee agreed to select William M. Mercer Ltd. as the consulting firm to assist the Committee with the design and implementation of a point factor position evaluation system which would follow the general attributes of the system marketed by William M. Mercer Ltd.

The Committee first met on April 13, 1983 and continued to meet as agreed through November 1983 in order to achieve its objectives as were outlined in Article 26. These objectives were:

"26.2" This committee will be charged with:

- a. deciding on the use of internal or external resources to develop and implement the Position Evaluation System;
- b. selection of an appropriate position evaluation method;

- c. determining the parameters of the system including but not limited to:
 - format of job descriptions
 - classes of positions
 - establishment of evaluation criteria
 - proposed salary structure
 - an evaluation/re-evaluation appeal process;
- d. evaluation and development of other changes to this Agreement necessary to the implementation of this process;
- e. monitoring the initial evaluation of all positions to be evaluated (see Schedule E);
- f. ensuring that the above has been accomplished before negotiations concerning 1984-85 salaries/economic benefits take place.

The Committee presented a detailed position to A.U.G.C. and the A.U.F.A. for ratification on October 13, 1983, but both parties directed their representatives to reopen the discussions of the Committee to attempt to resolve several areas of disagreement. The Committee held several meetings to resolve the outstanding issues and on November 8, 1983 completed a package which both parties agreed to take to their principals.

Following an A.U.F.A. ratification vote on November 21, 1983, the parties agree to implement the position evaluation system and related changes to the Agreement on July 1, 1984.

1. The System:

A Staff Member who wants to know the specific wording regarding any issue is directed to the various sections and clauses of this Agreement, the A.U.F.A., or to a Human Resources Officer.

A. Job Descriptions:

As with most position evaluation systems, this system begins with a job or position description for every position on Schedule E. A job description serves as the basis for the evaluation of the job and results in the position's assignment to a salary range.

Job descriptions will normally be prepared by the supervisor of the position in conjunction with the current incumbent of the position (if any). Job descriptions are subject to Executive Officer approval and will be made available to the

incumbent of the position (Section 4.3.2). If the incumbent disputes the duties and/or responsibilities listed in the approved job description, and cannot resolve the issue with the incumbent's supervisor, the incumbent may apply to the appropriate Executive Officer and the President, in that order, for a final decision regarding those duties and responsibilities (Section 4.3.5).

Approved job descriptions are sent to a Human Resources Officer who presents the description to the next meeting of the Position Evaluation Committee, the members of which will be charged with evaluating positions in accordance with the Position Evaluation system outlined herein (see #B3).

B. Position Evaluation:

The position evaluation process is intended to result in the objective evaluation of each position which is subject to the system, relative to each other position in the system.

It is important to recognize the following facts about the system:

1. It is always the position which is evaluated, not the incumbent. The skill, education, experience, seniority, or other attribute of the incumbent of a position will not be considered by the Position Evaluation Committee.
2. Positions are evaluated on the basis of the approved job description which describes the position as it exists, or as it will exist for a new position.
3. It is recognized that positions change over time and that a position will have to be reviewed if duties change significantly.
2. Job Evaluation Factors

The factors and levels which are now in use in the position evaluation system are as follows:

A. Education/Experience

This factor defines the minimum of years of applicable education and/or related experience required to perform the job. Education in terms of this factor is defined as all formal programs available through recognized educational institutions.

Level Description

1. Less than 3 years applicable post secondary education and/or related experience required.
2. Minimum of 3 years post secondary education and/or related experience required.
3. Minimum of 5 years applicable post secondary education and/or related experience required.
4. Minimum of 7 years applicable post secondary education and/or related experience required.
5. Minimum of 9 years applicable post secondary education and/or related experience required.
6. Minimum of 11 years applicable post secondary education and/or related experience required.

B. Communication

This factor measures the main purpose of the communication which is required to perform the job. Communications can be verbal or written, and within or outside Athabasca University.

Level Description

1. Purpose of communication is to exchange clearly stated and easily understood facts or information.
2. Purpose of communication is to clarify or provide facts or information.
3. Purpose of communication is to discuss and investigate facts and information to address a variety of situations.
4. Purpose of communication is to interpret information to resolve problems.
5. Purpose of communication is to persuade counsel, influence or motivate.

6. Purpose of communication is to justify, defend, negotiate or settle matters.

C. Supervision

This factor measures the principal nature of the supervisory component of the position. Supervisory activities include: recruitment, selection, training, assignment or work, performance appraisal, and recommending salary changes and disciplinary action for Staff Members.

Level Description

1. No supervision of other positions is required
2. Performs some supervisory activities on an intermittent basis (such as for freelance or project staff).
3. Performs some supervisory activities on a continuing basis.
4. Performs all supervisory activities on a continuing basis.
5. Performs all supervisory activities on a continuing basis and co-ordinates the supervision of diverse areas.

D. Impact of Service or Product

This factor measures the degree of impact that the service or product has on and/or for Athabasca University.

Level Description

1. Service or product is required to facilitate work of others; it has little impact beyond the immediate organizational unit.
2. Service or product has impact on the accuracy, reliability or acceptability of further processes or services.
3. Service or product has impact on the design or operation of systems, programs or equipment.
4. Service or product has impact on the work of others and on the development of major aspects of programs, products or projects.

5. Service or product has impact on the overall goals of the organization and affects large numbers of people on a long-term basis.

E. Independence of Action

This factor measures the independence of action and/or the degree and nature of work review received.

Level Description

1. Tasks require close control of accuracy, adequacy, and adherence to instructions.
2. Work and methods require review for accuracy, quality and compliance with instructions
3. Work and methods require review for accuracy and compliance with guidelines.
4. Actions and/or results are usually reviewed for soundness, appropriateness and conformity to policy and requirements.
5. Actions and results are generally considered sound and are reviewed only from an overall standpoint in terms of feasibility, compatibility and effectiveness.

F. Complexity

This factor measures the breadth, depth and diversity of the position functions.

Level Description

1. Work consists of duties that involve related steps, process or methods; analysis undertaken and/or responses made are readily discernable.
2. Work includes various duties that involve diverse processes and methods; analysis involves conditions and elements which must be identified and analyzed to discern interrelationships.
3. Work includes varied duties that require diverse processes and methods applied to a broad range of activities.

4. Work entails substantial depth of analysis within a broad range of activities in order to determine and apply the appropriate process/methods.
5. Work consists of broad functions and processes usually characterized by broad scope of application.

G. Planning

This factor measures the component of the position which requires the analysis of conditions, problems or questions and the extent of the planning which is required.

Level Description

1. Work involves treating a variety of conventional problems, questions, or situations in conforming with established criteria.
 2. Work involves the routine investigation or analysis of conditions, problems or questions.
 3. Work involves the investigation or analysis of unusual conditions, problems or questions.
 4. Work involves planning to establish criteria, formulate projects, and assess program/function effectiveness.
 5. Work involves extensive planning in order to develop and evaluate programs and their effectiveness and impact.
3. Weighting

The weighting of each factor level in the Position Evaluation System is as follows:

Factors	Factor Levels						Percent Weighting
	1	2	3	4	5	6	
A. Education/Experience	46	53	63	77	94	107	20%
B. Communication	56	64	68	78	93	107	24%
C. Supervision	29	30	31	33	39		10%
D. Impact of Service Product	18	20	22	28	30		7%
E. Independence of Action	17	19	21	24	26		7%
F. Complexity	64	71	86	101	119		25%
G. Planning	17	18	21	26	28		7%

- example:

Factor A: level 2 = 53 pts.
 Factor B: level 3 = 68 pts.
 Factor C: level 2 = 30 pts.
 Factor D: level 4 = 28 pts.
 Factor E: level 5 = 26 pts.
 Factor F: level 4 = 101 pts.
 Factor G: level 1 = 17 pts.

Total = 323 points

From Schedule A-2; 323 points falls in salary range "B"

4. Position Evaluation Committee:

In September 1983 the University administration established a committee of Athabasca University managers known as the "Position Evaluation Committee". The Association agreed that Athabasca University could, if it so wished, include Association members on this committee both then and in the future.

This committee evaluated each position on Schedule D by application of the factors and levels and then assigning the appropriate points. The total points for a position were then the basis for the allocation of the position to a salary range in salary grid A-2. The results of this committee's "initial" evaluation in the fall of 1983 were made known to each Staff Member who occupied a position on Schedule E, and to the Association prior to the ratification votes.

Athabasca University has continued this committee to conduct position evaluations of new positions as well as reviews of re-described positions. This committee may call on the expertise of a Human Resources Officer to obtain clarification of the position if necessary, and may request the presence of an

incumbent of a position, the supervisor of a position, or any other person whom the committee believes may assist the committee in the performance of its duties.

5. Evaluation Appeal:

The Position Evaluation System for positions on Schedule D incorporates an appeal process to allow the incumbent of such a position to appeal the evaluation of the position the incumbent occupies. This process is outlined in Section 9.6 of this Agreement.

6. Salary Implications:

The Position Evaluation System for positions on Schedule E incorporates several procedures to ensure that the incumbents of such positions are fairly treated with respect to their personal salary, both on the implementation of the system on July 1, 1984, and in future years. These procedures are outlined in Section 6.5, and are reflected by Schedule A - 2 of this Agreement.

7. Determination of Positions on Schedule D:

Unless otherwise agreed to by the Association and the Council, the type of positions which are subject to position evaluation shall remain constant over time. These shall be positions which, by virtue of their job descriptions, are *not* of an "academic" nature; that is, positions other than academic co-ordinators and instructional designers. The implementation of the position evaluation system will not affect certain existing processes; in particular:

- a. regular and term positions will continue to be established as either "Academic (A)", or "Professional (P)" and appointments will be made on that basis;
- b. other than as noted in c. below, Staff Members will be subject to the sections of this Agreement which apply to "A" or "P" appointments, depending upon the category of their current (pre July 1, 1984) position;
- c. a Staff Member who held an Academic Professional appointment on June 30, 1984, but whose position was listed on Schedule D, may, if the Staff Member wishes, continue to be subject to the sections of the Agreement which apply to Academic staff, That is, unless a current (pre July 1, 1984) Academic Professional agrees to change the Staff Member's designation from AP to P, the Academic Professional Staff Member shall not be subject to the terms of employment resulting from a position evaluation system.

- d. notwithstanding b. and c. above, a Staff Member who knowingly and willingly accepts a regular or term appointment which is different in type (Academic or Professional) from the Staff Member's previous appointment, shall from that time forward be subject to the conditions of the agreement consistent with the Staff Member's new appointment, and shall not continue to be subject to the conditions of the Staff Member's previous appointment.

Schedule F:**Research and Study Leave Conversion Table**

<u>100% Pay in Months</u>	<u>Equivalent Consumption in Months</u>
2	3.00
3	4.50
4	6.00
5	7.50
6	9.00
7	10.50
8	12.00
9	13.50
10	15.00
11	16.50
12	18.00

Appendix One:

Letters and Memoranda of Agreement/ Understanding

LETTER OF UNDERSTANDING - TERM STAFF

Between

Athabasca University Governing Council

and

Athabasca University Faculty Association

Both parties agree to meet by December 1st of each year to review the appropriateness of all term appointments which have been filled for at least two years.

SIGNED on this 29th of September, 1997.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per: _____

Per: _____

Per: _____

Per: _____

LETTER OF UNDERSTANDING - OVERLOAD

Between

Athabasca University Governing Council

and

Athabasca University Faculty Association

Where **an** Academic or Academic Professional Staff Member has **an** opportunity to teach **an** Athabasca University paced delivery course that would be taught in addition to the annual agreed to workload, the Staff Member will be paid for such work. The rate for undergraduate courses would normally be Step 2 of the A.U.G.C./C.U.P.E. Local 3911 agreement.

Payment for such work must be approved in advance by the appropriate Executive Officer.

SIGNED on this 29th of September, 1997.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per: _____

Per: _____

Per: _____

Per: _____

LETTER OF UNDERSTANDING - CONTRACTING OUT

Between

Athabasca University Governing Council

and

Athabasca University Faculty Association

The parties acknowledge the right of the A.U.G.C. to contract with third parties in certain circumstances for teaching and other services ordinarily performed by members of the academic staff. These circumstances include but are not limited to the following:

- a) in order to integrate members of the professional community into the academic program of a Centre or Department as part of a continuing affiliation: and
- b) in order to obtain on a limited basis the services of a person who is employed elsewhere or who is self-employed.

The A.U.G.C. undertakes to advise the Association by December 1st of each year as to the number, extent of duties, and value of such contracts.

SIGNED on this 29th of September, 1997.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per: _____

Per: _____

Per: _____

Per: _____

LETTER OF UNDERSTANDING - YEAR 2000
AVAILABILITY

Between

Athabasca University Governing Council

and

Athabasca University Faculty Association

In order to ensure that all of its systems and processes are year 2000 compliant the University anticipates that a significant number of professional staff will be required to be at work or available for work over the period of January 1, 2000 to January 3, 2000 inclusive. The University recognizes that this is an extraordinary one-time requirement and as such will provide Year 2000 bonus payments to those staff who are required to work or be available for work during that time. The payment will be a lump sum of \$1,000.00. The University will make every effort to identify which staff will be required to work or be available for work **as soon as possible**. All identified employees shall be available for work.

SIGNED on this 7th of July, 1999.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per: _____

Per: _____

Per: _____

Per: _____

LETTER OF UNDERSTANDING -

ENHANCED LEVELS OF EDUCATION AND TRAINING
- PROFESSIONAL STAFF

Between

Athabasca University Governing Council

and

Athabasca University Faculty Association

Both parties agree to meet regularly prior to commencement of the 2000/01 salaries and benefits negotiations to explore what alternatives may be available to recognize professional staff who have significantly enhanced their education and skill levels relevant to their duties at Athabasca University.

SIGNED on this 7th of July, 1999.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per: _____

Per: _____

Per: _____

Per: _____

LETTER OF AGREEMENT

Research and Study Leave Travel and Relocation Fund

The parties agree that the Letter of Agreement dated September 13, 1993 is amended as follows:

- 1.1 The Council shall establish a Research and Study Leave Travel and Relocation Fund (RSLTRF) to offset travel and relocation expenses necessarily and reasonably incurred as a result of activities in accordance with Article 15-Research and Study Leave Activities:
 - 1.1.1 When a Staff Member travels to locations and for activities integral to the conduct of his or her Research and Study Leave.
 - 1.1.2 When a Staff Member and his or her family relocates his or her residence as a result of a Research and Study Leave.
- 1.2 On July 1, 1992, the university placed \$15,000.00 into the RSLTRF. On April 1 of each subsequent year, the university shall place \$15,000 into the RSLTRF. By March 31 of the following year, any amount not disbursed shall be carried over in the following year. The parties will review fund usage at the beginning of each year.
- 1.3 Funds shall be disbursed in accordance with the Research and Study Leave Travel and Relocation Disbursement Guidelines.
- 1.4 The fund shall be administered by a RSLTRF Committee with four voting members comprised of:
 - 1.4.1 One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-2.
 - 1.4.2 One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-1.

- 1.4.3 A Human Resources Officer or designate as a voting member.
- 1.4.4 The Vice-president, Finance or designate as a voting member.
- 1.4.5 An Executive Officer appointed by the President or designate as a non-voting chair.
- 1.4.6 Members of the RSLTRF Committee serve two-year terms starting the first month following their selection, which will normally be by June 1. For the first year, one primary member from each category will serve a one-year term. Members may serve subsequent terms.
- 1.4.7 Each party is responsible for ensuring that their representatives are appointed to the committee.

SIGNED on this 29th of September, 1997.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per: _____

Per: _____

Per: _____

Per: _____

Letter of Agreement

Between Athabasca University Governing Council

and

Athabasca University Faculty Association

Whereas the following groups are understood to belong to A.U.F.A., both A.U.G.C. and A.U.F.A. hereby agree:

1. Remuneration to professionals for additional tutoring responsibilities.

While the University does not normally provide professional staff members with additional remuneration in lieu of extra duties, it may be advantageous to both parties for professionals to engage in tutoring activities.

In such cases, every attempt will normally be made to first incorporate tutoring responsibilities into the professional's regular job responsibilities. Where this proves to be impossible, professionals who accept tutoring or other academic work normally performed by CUEW members, will be paid for such work, amounts equal to those which would be generated if the CUEW Collective Agreement remuneration articles applied.

2. Remuneration for additional tutoring responsibilities for part-time Course Co-ordinators.

Course Co-ordinators are retained on a term basis in order to perform the regular course coordination duties of academics who are on leave or who are excused for other reasons from these duties.

A part-time Course Co-ordinator who is hired during the term of a specific contract in order to perform additional work normally performed by a CUEW member will be paid for such work, amounts equal to those which would be generated if the CUEW Collective Agreement remuneration articles applied.

AGREED to this 1st of August, 1990.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per:

Per:

Per:

Per:

Letter of Agreement

Between Athabasca University Governing Council

and

Athabasca University Faculty Association

Both A.U.G.C. and A.U.F.A. hereby agree:

That this letter supersedes the letter of Agreement, between A.U.G.C. and A.U.F.A., dated April 02, 1985 and forming part of the Professional Terms and Conditions, Appendix II.

1. The University will no longer designate any new or existing staff member as Academic Professional (AP).
2. That staff members designated as Academic Professional prior to July 01, 1985, may elect, in writing to:
 - a. continue to be designated as Academic Professional
 - or
 - b. be designated as Academic (A).
3. Staff members who elect to be designated as Academic will be covered by the Terms & Conditions of the current Professional Agreement.
4. Staff members who elect to continue to be designated as Academic Professional will be covered by the Terms and Conditions of the current Agreement as they apply to Academics with the exception of Articles 3.6, 3.7 and 3.8. The sections numbered 3.7.11, 3.8.4, and 3.9.2 of the Professional Terms and Conditions 1984/85 shall prevail in cases of requests for promotion.

These articles are appended,

AGREED to this 1st day of July, 1986.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per:

Per:

Per:

Per:

Sections from the 1984/85 Terms & Conditions as they apply to Academic Professionals who elect to continue that designation after **July** 01, 1985.

PROMOTION OF STAFF MEMBERS

In addition to Sections 3.6.1 to 3.6.9 of the 1985/86 Terms & Conditions the following procedures will apply:

3.7.11 Procedure for Academic Professional Staff Members:

- a. The Executive Officer shall strike a Review Committee composed of three Staff Members of rank at least equivalent to the rank to which promotion is sought. One shall be chosen by the Staff Member seeking promotion, one by the appropriate Executive Officer, and the third by agreement of the two thus nominated. A Human Resources Officer shall convene the first meeting of the Review Committee and shall ensure that relevant information is provided including supporting documentation from the Staff Member seeking promotion. The Review Committee may request further information relevant to the promotion review and shall proceed according to current University policy.
- b. The internal Review Committee shall communicate the results of its review to the Executive Officer who shall then advise the President either for or against the promotion of the Staff Member, in writing, of the nature of her or his recommendation. Should her or his recommendation be against the promotion, he shall provide the Staff Member with an indication of areas where further progress is required.

3.8 Criteria for Staff Member Appointment and Academic and Academic Professional Promotion

- 3.8.1 Within the limitations set by this article the University may develop supplementary policies relating to the criteria in the sections above. Such policies shall be known to all Staff Members affected thereby.
- 3.8.2 The criteria shall be weighted according to the duties that have been assigned to the Staff Member over the period of reference, including

those in administration, and shall be applied in recognition of the guidelines described in section 3.9.

Source: Professional Staff Terms & Conditions Agreement dated 18th of January, 1984

3.8.4 Academic Professional Positions

The criteria for appointment and promotion for Staff Members appointed to Academic Professional positions shall be:

a. Professional Effectiveness

Professional effectiveness implies a concentrated and successful effort to create the best possible experience for students and/or to develop and facilitate the functions supporting instruction. Functions supporting instruction can mean those functions supporting students or the work of other staff within the University. Criteria for assessment should include job knowledge, decision-making ability, planning judgement, accuracy, and quality of work. Consideration should also be given to the employee's contribution to the development and design of support services and/or instruction and their delivery.

b. Professional Development

Some consideration should be given to the employee's efforts in the area of professional development. Both formal and informal activities which contribute to the academic, professional, and/or research life of the University should be evaluated. These activities could include relevant course work, workshops, seminars, conferences, membership and participation in appropriate organizations, initiation of special projects within or outside the University, and extensive reading and independent study.

c. Service to the University and Society.

Recognition shall be given to the contribution of Staff Members to the intellectual climate of the University through seminars, recitals, discussions, readings and debates; to the effectiveness of contributions to the work of

the University and its Council and Committees; to activities related to the administrative functions of the University. General contribution to society shall include public lectures and participation in professional, academic, governmental and community organizations related to the Staff Member's field and University appointment.

Guidelines for Application of Criteria

3.9.2 Academic Professional Positions

a. AP I

Minimum of ten years professional and/or managerial experience in areas directly related to position requirements, with at least five years in senior managerial and/or professional positions in a higher education environment;

Significant and consistent record of professional achievement and contribution;

Significant record of public/university service ability and contribution.

b. AP II

Minimum of eight years professional or administrative professional experience;

Significant record of contribution to the University or to distance, adult, and/or non-traditional education;

Evidence of a continuing involvement in professional development activities;

Professional qualifications appropriate to position.

c. AP III

Relevant experience in distance, adult, or higher education desirable; Professional qualifications appropriate to position, demonstrated effectiveness as an Athabasca University professional or directly relevant post-graduate training likely to result in professional effectiveness; Three to five years relevant managerial or professional experience; Demonstrated ability or potential for professional achievement.

d. AP IV

Baccalaureate degree or equivalent combination of formal preparation, training and experiences; Some work experience in educational; institutional, or relevant organizational environment.

Special Increment

- 5.4.8 A special increment may be awarded to an Academic Professional Staff Member whose achievements are deemed to be outstanding at the Staff Member's rank in consideration of an appropriate combination of an criteria in Section 3.8.4.

Letter of Agreement (Revised, July 1986)

Between

Athabasca University Governing Council

and

Athabasca University Faculty Association

Both A.U.G.C. and A.U.F.A. hereby agree:

A. that to facilitate the salary and economic benefit negotiation process, settlements, whether arrived at through negotiation or arbitration, shall be expressed as a percentage; and

B. that the calculations described below will be employed both at the negotiating table and, in the case of impasse, in their final position to a selection officer.

The basis of the calculations will be as follows:

1. Total Salary Cost:
the amount of salary dollars, exclusive of stipends, allowances, etc., paid by the University to A.U.F.A. members employed on December 3 for the last calendar year (January 1 to December 31, inclusive); for example, 1982 total salary paid to 93 A.U.F.A. members (January 1 - December 31/82) \$3,382,208.

Average Salary Cost +

$$\frac{\text{total salary cost}}{\text{\# of A.U.F.A. members at most recent calendar year end}}$$

for example,
1982 +

$$\frac{3,382,208}{93} = 36,366$$

2. New or Additional Benefits:

These will normally be costed based on the best estimate of the parties as to cost and usage;
for example, for the 1983/84 settlement;

- a. The increase in life insurance coverage from \$50,000 to \$100,000 is costed as \$4.40 per month per employee. The calculation is as follows:

$$\$4.40/\text{month/employee} = \frac{\$4.40 \times 12 \text{ months}}{\$36,368 \text{ (av. salary cost)}} = .145\% \text{ cost}$$

(---) any increase in the cost of the first \$50,000 (current benefit) would be calculated as provided for in #4 below.

- b. The increase in the professional development allowance from \$500 to \$600 is costed as follows:

$$\frac{(600 - 500)}{36,368 \text{ (av. salary)}} = .275\% \text{ cost}$$

- c. The recapture of 5/12 of the U.I.C. "rebate" is costed as follows:

$$1982 \quad \text{UIC Rebate } (\$4,356.31) \times \frac{5}{12} = .054\% \text{ cost}$$

3. Increases and Decreases in Costs of Current Benefits:

- a. Instead of attempting to predict the amount of timing of cost increases or decreases to the current benefits (that is, the same type and amount of benefit), the inclusion of the increases or decreases will be deferred to the following year's settlement. In that way, the actual increases or decreases over the calendar year (including actual usage) would be expressed as a percentage of average salary and included as part of the total settlement: for example, in 1994/95 salary negotiations, the actual average per person increase or decrease in benefits cost to the university from December 31, 1992 to December 31, 1993 would be converted to a percentage of average 1993 salary and be automatically included in the 1994-95 settlement.

- b. It is the clear intention of the parties, as a result of this agreement, that increases or decreases in the cost of existing benefits will only be introduced as a consideration in negotiations or in arbitration in the calendar year following commencement of such increases or decreases.

For example, an increases in the cost of the current Extended Health Care coverage provided by Alberta Blue Cross would be costed as follows:

{(current rate/single employee x # of single employee on December 31/83) + (current rate/married employee x # of married employees on December 31/83)} x percentage increase, x # of months the increase was operative in 1983, divided by the total salary cost, equals the percentage cost increase which must automatically be deducted from the 1984/85 settlement. Conversely, if there is a decrease in the cost, it would automatically be added to the 1984-85 settlement.

That is:

- (---) current rate for a single employee = \$5.55
- (---) number of single employee is 27
- (---) current rate for a family employee = \$11.10
- (---) number of family employees is 64
- (---) assume an increase of 12%
- (---) assume it takes effect on September 1 (for 3 months)

$$\frac{\{(\$5.55 \times 27) + (\$11.10 \times 64)\} \cdot .12 \times 3}{\$3,382,208} = .0092\% \text{ cost}$$

AGREED to this 1st day of July, 1986.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per: _____

Per: _____

Per: _____

Per: _____

Memorandum of Agreement

Between Athabasca University Governing Council

and

Athabasca University Faculty Association

The A.U.F.A. and the A.U.G.C. agree to implement on 1 July 1984 the position evaluation system as negotiated between the parties and set out in Schedule D of the Terms and Conditions Agreement. The parties also agree to the supplementary changes which have been made to the Agreement, as negotiated, and further agree to make such editorial changes to the wording of the Agreement as may be necessary for reasons of grammar or consistency, and as agreed to by both parties.

AGREED to this 14th day of December, 1983.

A.U.G.C.

Per:

Per:

A.U.F.A.

Per:

Per:

Letter of Agreement

Between Athabasca University Governing Council

and

Athabasca University Faculty Association

Both A.U.G.C. and A.U.F.A. hereby agree that at 1 July 1984, when the position evaluation system is implemented, and the consequent changes to the Professional Staff Terms and Conditions Agreement become effective, the following changes shall occur:

1. Staff members currently classified as "Academic Professional" will be classified as "Academic" under the new system; and,
2. Co-ordinators who are members of the Administrative Studies division, and are classified as "Professional", will be classified as "Academic Professional" under the new system.
3. Staff members whose positions appear on Schedule F of Terms and Conditions Agreement, and who are therefore subject to position evaluation, will be classified as "Professional" under the new system.

AGREED to this 30th of November, 1983.

The Athabasca University
Governing Council

The Athabasca University
Faculty Association

Per:

Per:

Per:

Per: