

**COLLECTIVE AGREEMENT  
BETWEEN**

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**Athabasca University  
Governing Council  
(AUGC)**

**&**

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

**CUPE Local 3911**

**2010-2012**

COLLECTIVE AGREEMENT

MADE THIS 5th DAY OF October, 2010

BETWEEN

ATHABASCA UNIVERSITY GOVERNING COUNCIL

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3911

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

THE PARTIES AGREE AS FOLLOWS:

## TABLE OF CONTENTS

### 2010 - 2012 COLLECTIVE AGREEMENT

ARTICLE 1 - DEFINITIONS .....	2
ARTICLE 2 - UNION RECOGNITION .....	3
ARTICLE 3 - SCOPE OF AGREEMENT.....	5
ARTICLE 4 - MANAGEMENT RIGHTS .....	6
ARTICLE 5 - ORIENTATION AND TRAINING .....	7
ARTICLE 6 - PERFORMANCE APPRAISAL .....	8
ARTICLE 7 - POSTING AND ASSIGNMENTS .....	9
ARTICLE 8 - RIGHT TO INFORMATION.....	14
ARTICLE 9 - NO DISCRIMINATION .....	15
ARTICLE 10 - SEXUAL AND OTHER HARASSMENT .....	16
ARTICLE 11 - HEALTH AND SAFETY .....	17
ARTICLE 12 - EARNING RATES .....	18
ARTICLE 13 - VACATION AND LEAVES .....	24
ARTICLE 14 - PAID HOLIDAYS .....	26
ARTICLE 15 - EMPLOYEE EXPENSES .....	27
ARTICLE 16 - MATERNITY LEAVE .....	28
ARTICLE 17 - PARENTAL LEAVE.....	30
ARTICLE 18 - SICK LEAVE AND SPECIAL LEAVE .....	31
ARTICLE 19 - ACADEMIC LEAVE .....	34
ARTICLE 20 - UNIVERSITY SERVICES AND FACILITIES .....	35
ARTICLE 21 - TUITION WAIVER .....	36
ARTICLE 22 - LAYOFF, WORK REDUCTION AND RECALL.....	37
ARTICLE 23 - DISCIPLINE AND DISCHARGE.....	41
ARTICLE 24 - GRIEVANCE PROCEDURE .....	43
ARTICLE 25 - EMPLOYER - UNION RELATIONS .....	46
ARTICLE 26 - UNION BUSINESS.....	48
ARTICLE 27 - PROFESSIONAL DEVELOPMENT .....	49
ARTICLE 28 - TUTOR REPRESENTATION .....	50
ARTICLE 29 - PROBATIONARY PERIOD .....	51
ARTICLE 30 - SENIORITY .....	52
ARTICLE 31 - PERSONNEL FILE.....	54
ARTICLE 32 - TECHNOLOGICAL OR PROCEDURAL CHANGE .....	55

<b>ARTICLE 33 - ACADEMIC OPINION.....</b>	<b>56</b>
<b>ARTICLE 34 - APPEAL PROCESS .....</b>	<b>57</b>
<b>ARTICLE 35 - HEALTH BENEFITS PLAN .....</b>	<b>58</b>
<b>ARTICLE 36 - PENSION.....</b>	<b>59</b>
<b>ARTICLE 37 - EFFECTIVE DATE AND DURATION OF AGREEMENT .....</b>	<b>60</b>
<b>LETTER OF UNDERSTANDING PILOT PROJECTS OF NON-STANDARD DELIVERY METHODS .....</b>	<b>61</b>
<b>LETTER OF UNDERSTANDING RETIREMENT PLAN FOR ALL CUPE 3911 MEMBERS .....</b>	<b>62</b>
<b>LETTER OF UNDERSTANDING HEALTH BENEFITS.....</b>	<b>63</b>
<b>SCHEDULE "B" - HEALTH CARE BENEFITS.....</b>	<b>64</b>

## **Preamble**

The University, being an institution built on collegiality and cooperation, necessarily looks for opportunities to enhance consultation and communication. The parties are committed to building a collegial, integrated academic community at Athabasca University. The parties further recognize that tutor participation and representation throughout the University is essential to the growth of the academic community and, therefore, the University and the Union commit to enhanced tutor participation in real and practical terms.

## Article 1 - Definitions

1.01

In this Agreement

- (a) "employee" means an employee to which this Agreement applies under Article 3 - Scope of the Agreement;
- (b) "employer" means The Athabasca University Governing Council as represented by the President or an Executive Officer or a designate of either, as the context of this agreement may require;
- (c) "parties" means the employer and the union;
- (d) "union" means the Canadian Union of Public Employees.
- (e) A word in the feminine gender may also apply in the masculine, and a word in the singular may also apply in the plural, as the context requires;
- (f) "year" means July 1 to June 30, unless otherwise defined.
- (g) "Work day" shall be calculated to be that number of hours worked divided by 62, for which the employee received earnings in the last 3 months. "Hours worked" shall be based upon the number of blocks (number of blocks times pay per block divided by hourly rate of pay) plus any overload assigned, all paid hours including but not restricted to deemed time/hours for premium pay, all marking, travel, course preparation and any other pay required to be paid by the employer to the employee whether on an ongoing or temporary basis. The calculation for an employee's "work day" shall be based upon the previous three months earnings, exclusive of any leaves without pay or vacation, and at the employee's hourly rate of pay.
- (h) "Scheduled work day" means the day(s) on which an employee is scheduled for availability for contact with students. This shall also include any regularly scheduled class or meeting with students.

## Article 2 - Union recognition

- 2.01 The employer recognizes the union as the exclusive bargaining agent for all employees within the bargaining unit as set out in Article 3.01 – Scope of Agreement.
- 2.02 (1) If the employer creates a new classification, or if an existing classification is introduced to the bargaining unit, the parties will meet to negotiate rates of compensation and the application of the provisions of the Agreement to the classification.
- (2) If the parties are unable to agree on these matters either party may refer all or any of them to adjudication by initiating action under Article 24, Sub-Article 24.07 or 24.12.
- 2.03 No employee shall be required or permitted to make an agreement with the employer which is contrary to the terms of this Agreement.

### Union membership and dues

- 2.04 Membership in the union is voluntary, however, all employees shall pay union dues in accordance with Sub-Article 2.05.
- 2.05 (1) The employer will regularly deduct from the salary of each employee such dues or other assessments as are uniformly and regularly payable by a member of the union, as certified in writing to the employer by the treasurer of the union.
- (2) The employer will remit the dues so deducted to the treasurer of the union within 15 calendar days from the date the deduction was made.
- (3) The employer will forward at the same time the following information for all employees, as separate items:
- (a) each employee's monthly earnings;
  - (b) each employee's overload earnings;
  - (c) the amount of each individual deduction;
  - (d) changes in earnings rate.
- (4) The employer agrees to direct all inquiries concerning union dues or dues deductions to the union office.

- 2.06
- (1) As soon as reasonably possible, the employer shall provide the union with the following information about any new employee:
    - (a) start date and work assignment;
    - (b) mailing address;
    - (c) tutor phone number and email address(es), where applicable;
    - (d) home phone number and alternate email address, if known to the employer.
  
  - (2) As soon as reasonably possible the employer will provide the union with information about changes in any of the following for an employee:
    - (a) work assignment (including termination and date of termination where applicable);
    - (b) layoff status;
    - (c) mailing address, phone number(s), and email address(es), if known to the employer.

Dues receipts

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

### **Article 3 - Scope of agreement**

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

#### **Article 4 - Management rights**

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

## **Article 5 – Orientation and Training**

- 5.01 (a) The employer shall provide each employee with a written statement of the duties and responsibilities of the employee's position and shall identify the employee's supervisor upon the hiring of a new employee or transfer of an employee.
- (b) Upon the hiring of a new employee, the employer shall provide up to 5 hours of paid orientation and/or training in person or via electronic means. Orientation and/or training shall include an orientation to administrative and procedural processes and shall be paid in addition to article 12.12(b).
- 5.02 (a) An employee's supervisor shall discuss with the employee the Statement of Duties and Responsibilities applicable to any work assignment within 15 days of the commencement of that work assignment.
- (b) Thirty days prior to a major change in the Statement of Duties and Responsibilities the employee will be contacted for discussion.
- 5.03 Notice will be given at least 30 days prior to a major change in an employee's work assignment (which includes assignment to a new course, assignment to a new mode of delivery) or as a result of a major course revision to a current work assignment, the employee's supervisor shall discuss the change with the employee. In extenuating circumstances the employer and the Union may agree to a shorter notice period.
- 5.04 The employer recognizes that employees should be encouraged to participate in further academic and professional training. In furtherance of this principle, the employer will make every effort to continue to provide an annual "Learning Services Conference" specifically designed to meet the educational needs of non-designated academic staff. Employees attending the Learning Services Conference shall be paid the amount of \$200.00 for attendance as well as be reimbursed for travel and subsistence costs associated with their attendance at the Conference.
- 5.05 Faculties shall be encouraged to ensure that employees are invited to attend training and educational opportunities made available to their designated academic staff and provide compensation for such attendance where possible.
- 5.06 The preference of the employee shall be taken into consideration in determining the manner in which discussions, orientation and training occurs.

## Article 6 - Performance appraisal

- 6.01 The employer and union agree that the primary purpose of performance appraisal is twofold:
- (a) To improve the quality of tutoring by assisting the employee to develop and improve tutoring skills;
  - (b) To ensure a standard of acceptable employee performance.
- 6.02 Information received from a tutor's self-appraisal cannot be used for the purposes of discipline as outlined in Article 23.
- 6.03 An employee's performance of the duties and responsibilities associated with the employee's position will be subject to continuing appraisal, in accordance with this Article.
- 6.04 Completion of a performance appraisal will include an opportunity for discussion of the information contained in the appraisal. The discussion can be in-person, via email or by phone or a combination of the three. The preference of the employee shall be taken into consideration in determining the manner in which the discussion occurs.
- 6.05
- (a) Prior to placement of a completed performance appraisal on the employee's personnel file, the employee shall be provided with a copy by email, and within the next 10 business days either the employee or the employer may request further discussion.
  - (b) Following such further discussion and prior to placement of a final performance appraisal on the personnel file, the employee shall be provided with a final copy including amendments.
- 6.06 An employee may submit a response to the final performance appraisal. Such response shall be provided to the employee's supervisor and placed in the employee's personnel file.
- 6.07 The employer will continue to consult with the union concerning an appropriate performance appraisal system.

## **Article 7 - Posting and assignments**

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

shall be assigned in accordance with the following procedures.

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

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

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

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

7.03

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

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

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

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

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

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

- (a) Minimum Work Assignment
  - (i) The minimum assignment for individualized study block tutoring, academic expert and marker work (combined) shall be the equivalent of one unit, except for new courses, new individualized study employees, or where Article 22.06 (e) applies, in which case the minimum shall be one-half (½) unit.
  - (ii) An individualized study tutor may receive additional assignments in units of not less than ¼ of a block.
  - (iii) Notwithstanding Article 7.06 (a) (i), for employees hired directly as academic experts or markers, no minimum work assignment applies.
- (b) Maximum Work Assignment
  - (i) Maximum individualized study blocks, academic expert and marker work shall not exceed four units at any one time. Maximum total work assigned to an employee shall not exceed five units at any one time.
  - (ii) “Maximum total work” does not include work assignments issued under Article 7.09.
  - (iii) Notwithstanding Article 7.06 (b), exceptions may be granted with the approval of the Vice-President Academic or designate who shall be another executive officer (whose decision is final and binding). The employer may request an exception (copied to the employee); or, when work is posted, an employee may request an exception (copied to Learning Services) at the time of application for the work.
  - (iv) Maximum number of courses in a tutor block see Article 12.09.

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

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

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

## **Article 8 - Right to information**

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

## **Article 9 - No discrimination**

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

## **Article 10 - Sexual and other harassment**

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

## **Article 11 - Health and safety**

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

## Article 12 - Earnings rates

12.01 Effective July 1, 2010 employees shall continue to be paid in accordance with Schedule A.

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

- (a) Step 1 (probationary period): non-doctoral prepared employees start at Step 1(a), doctoral prepared employees start at Step 1(b);
- (b) Step 2 – starts at successful completion of probationary period (Step 1), duration is thirty-six (36) months;
- (c) Step 3 – starts at completion of Step 2, duration is thirty-six (36) months;
- (d) Step 4 – starts at completion of Step 3, duration is thirty-six (36) months;
- (e) Step 5 – starts at completion of Step 4, duration is indefinite.

Retroactivity will apply to present employees. Retroactivity for former employees will be limited to six (6) months following the date of ratification of this agreement during which time the employer will make reasonable efforts to ensure such payments are made. The employer shall provide the union with the names and last known addresses of former employees who do not respond.

## EARNINGS – JULY 1, 2010; JULY 1, 2011

### Schedule "A"

<b>ASSIGNMENT</b>	<b>STEP 1 (a)</b>	<b>STEP 1 (b)</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Individualized study tutor/Block*	\$489.24	\$508.80	\$525.96	\$562.64	\$602.02	\$644.17
Standard Group Study Course (per 39 contact hours)	\$4,269.31	\$4,440.07	\$4,588.47	\$4,907.69	\$5,251.21	\$5,618.79
Academic Expert	\$28.78	\$29.93	\$30.94	\$33.09	\$35.41	\$37.89
Marking/deemed hour	\$28.78	\$29.93	\$30.94	\$33.09	\$35.41	\$37.89
Other Hourly Pay	\$28.78	\$29.93	\$30.94	\$33.09	\$35.41	\$37.89
Study Circle	\$28.78	\$29.93	\$30.94	\$33.09	\$35.41	\$37.89

#### **INDIVIDUALIZED STUDY COURSES**

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

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

#### **STANDARD GROUP STUDY COURSES**

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

Standard group study courses will be classified as either A, B, or C as determined by the group study course syllabus, not including workshops or lab supervision.

<b>LEVEL MARKING TIME PER STUDENT</b>	<b>PREMIUM</b>
A     0 to 4 hours	No Premium
B     Greater than 4 and up to 7 hours	\$611.47 Premium
C     Over 7 hours	\$917.23 Premium

A per student premium in the amount of \$47.55 will be paid to standard group study course tutors, for Level B and C courses, for the number of students over 25 after the withdrawal period, and for Level A courses for the number of students over 35 after the withdrawal period.

**STUDY CIRCLE**

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

**COURSE CANCELLATION OR HIRING ON SHORT NOTICE COMPENSATION**

When a standard group study course or study circle course is cancelled later than three weeks prior to the scheduled start date, or when the employee is hired less than three weeks prior to the scheduled course start date, whether or not a course outline has been received from the employee, the employee shall be paid a course preparation stipend of \$530 for a 0-credit, 3-credit or 4-credit course and \$1060 for a 6-credit course. Course cancellation or hiring on short notice compensation shall not be paid if the Employee was the course author.

- 12.02 Earnings must be paid monthly.
- 12.03 A statement of earnings and deductions must be provided with each payment of earnings.
- 12.04 When an appointment of an employee has not been processed in time to effect payment on the normal pay date, the employer must pay the earnings within 15 days of the first pay date.
- 12.05
- (a) An employee who assumes the responsibility of a supervisor or a coordinator will be paid in accordance with the Collective Agreement between the employer and the Athabasca University Faculty Association.
  - (b) Notwithstanding 12.05(a), work assignments or adjustments of three months or less that are limited to leave replacements for an Athabasca University Faculty Association staff member, the employee will remain a CUPE member in accordance with Article 7.10.
  - (c) When the term appointment as described in 12.05 (a) is complete, the former CUPE work assignment or its equivalent will be returned to the employee if the work assignment or its equivalent is available. If it is not available in its entirety, Article 22.07 shall apply.
- 12.06 If an employee is employed by the employer to design or re-design a course, the employee will be paid an amount agreed to in writing between the employer, the union and the employee, but not less than the employee's regular hourly rate.
- 12.07
- (a) The number of students per individualized study block and the deemed hours of marking (individualized study and call centre courses) will be determined by the employer following consultation with affected employees. The employer will notify the union at the time such consultation is initiated.
  - (b) A premium of 5 minutes per assignment shall be added to the deemed hours of marking for call centre courses.
- 12.08 For individualized study courses, tutor block size and deemed hours of marking will be communicated to the union by July 1 of each year to be effective on the following September 1 for a 12-month period. Changes may also be made at other times of the year, following consultation with and agreement by affected employees. In such cases, the union will be notified at the time such consultation takes place.

12.09 The maximum number of courses in a tutor block shall be set according to the following table:

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

The parties shall meet and discuss Article 12.09 in order to ensure consistency with the amended Article 7.06 (b) (i).

12.10 Where an employee is required to attend meetings where tutor input is requested by the coordinator, the employee will be paid at the employee's regular hourly rate.

12.11 Where a tutor is required to travel in excess of 50 kilometres one way in order to facilitate delivery of group study courses, study circle courses or to attend meetings referred to in Article 12.10 above, the employee will be paid at the employee's regular hourly rate.

12.12 (a) An individualized study block tutor, group study course tutor, study circle course tutor, academic expert, or marker shall be paid a course preparation stipend of \$500 for a 0-credit, 3-credit or 4-credit course and \$1000 for a 6-credit course when they are assigned to a course for the first time or when there is a major course revision. A course preparation stipend shall not be paid if the Employee was the course author.

(b) An administrative preparation stipend of \$275 shall be paid to employees when first hired for set-up on administrative systems.

- 12.13 If an employee is required to use electronic communications in the performance of the employee's duties, or if the employer requires that an employee receive other training, the employee shall be provided with whatever training is deemed necessary by the employer for the employee to acquire or upgrade skills to the required competency level. The employee shall be paid at the employee's regular hourly rate for all such training.
- 12.14 Individualized study tutors will be compensated on a per student basis for each student in excess of the maximum of the employee's current block work assignment as follows:
- (a) The payment will be calculated by taking the monthly block payment and dividing it by the maximum number of students in a block.
  - (b) In situations where the tutor has courses with variable block sizes, the overload payment will be calculated using an average block size of thirty-two (32) students.
  - (c) The calculation will be made monthly with payments being remitted to tutors with their regular pay the following month .
  - (d) The overload payments will be calculated using student numbers as at the 20th of each month. (1<sup>st</sup> of each month, effective July 1, 2011).
  - (e) Notwithstanding Article 7.06, the employer has the right to assign work, and the employee shall accept work, to a maximum of one-quarter ( $\frac{1}{4}$ ) block over the employee's current block work assignment. Where the employer determines that the trend of an additional one-quarter ( $\frac{1}{4}$ ) block of work is sustainable, the work will be assigned in accordance with the provisions of Article 7.

### Article 13 - Vacation and leaves

- 13.01 An employee shall be entitled to vacation pay in the amount of 8% of the total gross salary for each month.
- 13.02 Vacation pay shall be calculated and identified separately and included with each regular salary payment.
- 13.03 Leaves shall be scheduled by mutual agreement between the employee and the employee's immediate supervisor, in accordance with Article 13.04.
- 13.04 For all leaves of ten (10) business days or more, the employer shall provide for a replacement for the employee for the duration of the leave, where operationally possible. Where not operationally possible, accommodation to the service standards will extend by five (5) business days.
- 13.05 Notice of Leave

Notwithstanding Article 7 and Articles 22.01 – 22.07, the following provisions shall apply for non-emergency leave taken from January 1 to December 31:

- (a) an individualized study tutor, academic expert or marker may request leave by notifying the employer on the appropriate form or via e-mail:
  - (i) if the leave request is for less than two consecutive weeks, two weeks in advance;
  - (ii) if the leave request is for two or more consecutive weeks, six weeks in advance;
  - (iii) if the leave is two months or greater, upon return from the leave, the employee's former work assignment or its equivalent shall be returned to the employee, if the work assignment or its equivalent is available. If it is not available in its entirety, Article 22.06 (e) and 22.07 (a) – (f) shall apply.
- (b) summer leave:
  - (i) an individualized study tutor, academic expert or marker may request summer leave for the period July 1 to August 31 by notifying the employer by April 30;

- (ii) commencing September 1, the employee's former work assignment or its equivalent shall be returned to the employee in accordance with Article 13.05(a)(iii).
- (c) in the event an employee requests leave with less than the above notice, the employer shall make every reasonable effort, within operational requirements, to allow the leave to be granted.

## Article 14 - Paid holidays

- 14.01 (a) The following days are recognized as holidays:
- |               |                        |
|---------------|------------------------|
| New Years Day | First Monday in August |
| Family Day    | Labour Day             |
| Good Friday   | Thanksgiving Day       |
| Easter Monday | Remembrance Day        |
| Victoria Day  | Christmas Day          |
| Canada Day    | Boxing Day             |
- 14.02 (1) An employee shall receive a minimum of 3 paid holidays a year except that academic experts and markers shall receive holiday pay in the amount of 1.2% of monthly gross earnings in lieu of 3 paid holidays a year.
- (2) Where an employee is entitled to a minimum of 3 paid holidays a year, one such holiday shall fall between Christmas Day and New Year's Day. Individualized study tutors shall not have their block pay affected as a result of the Christmas closure of the University.
- 14.03 (1) Where a holiday listed in 14.01 coincides with an employee's scheduled work day, the employee shall be granted the day off without loss of pay.
- (2) Where a holiday listed in 14.01 does not coincide with the employee's scheduled work day(s), an additional scheduled work day(s) shall be granted on a date agreed upon by the employee and the employer, or a day's pay in lieu at the employer's option, to satisfy the minimum entitlement set out in article 14.02(1).
- 14.04 Where there is an entitlement in 14.03(2) for employees employed for a partial year, such entitlement shall be applied on a pro-rated basis.
- 14.05 The employer agrees to reasonably accommodate employees who observe holidays of the employee's religion other than those specified in Article 14.01 (a).
- Such accommodation would include:
- (a) rescheduling of tutor hours
  - (b) the use of paid float day under 14.03 (2)
  - (c) granting a leave of absence without pay

## **Article 15 - Employee expenses**

- 15.01 Employees who are required to attend meetings as requested by their supervisor will be reimbursed for travel and subsistence expenses in accordance with the University Expense Claim Policy adopted by the employer from time to time.
- 15.02 The employer agrees to reimburse employees for disbursement for purchases of supplies or services in accordance with the Athabasca University Travel and Expense Claim Policy adopted by the Employer from time to time. Any purchases of supplies or services not in accordance with such Policy must be authorized in advance by the employer.
- 15.03 Where the employee performs work requiring computer hardware, as determined by the employer, and where the employer has not supplied all the necessary equipment at the employee's normal worksite, the employee will be reimbursed \$35.00 per month for use of their own computer hardware.

## **Article 16 - Maternity leave**

- 16.01 Notwithstanding the provisions of this Article, Maternity Leave shall be defined as that period of time during which an Employee would be able to perform the duties of the Employee's job but chooses not to work due to the birth of the Employee's child [this leave may be either before, or after the delivery of the child (or both)]. Where the Employee is medically unable to work due to the pregnancy and/or birth of a child, this shall be considered as a valid health related absence covered by illness leave as set out in Article 18.
- 16.02
- (1) A pregnant employee who has been employed by the University for at least 9 consecutive months is entitled to maternity leave without pay. The employee shall be granted up to 15 weeks maternity leave without pay and granted up to 37 consecutive weeks parental leave without pay immediately following the last day of maternity leave.
  - (2) A pregnant employee who has been employed by the University for less than 9 consecutive months shall be granted up to 26 weeks of maternity leave without pay.
  - (3) A pregnant employee should apply for maternity leave as soon as possible prior to her expected date of delivery, but in any case shall give the employer at least two (2) weeks notice in writing of the date on which she intends to commence maternity leave and the estimated date of return.
  - (4) The University will maintain its share of the Extended Health Care Plan, Group Dental Insurance, Group Life, Spousal and Dependant Life for any Employee granted leave without pay for maternity to a maximum of three (3) months.
- 16.03 An employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the employee and her employer agree to shorten the period by the employee's giving her employer a medical certificate indicating that resumption of work will not endanger her health.
- 16.04
- (1) An employee granted leave without pay pursuant to sub-article 16.01 shall upon return to work, be returned to her former position or be placed in another comparable position at not less than the same salary and benefits that had accrued to her prior to commencing leave.

- (2) An employee wishing to change the date of return to work should notify the employer as soon as possible prior to the date of return, but in any case must give four (4) weeks notice in writing of her intention unless there is a medical reason for less notice.
- 16.05 Notwithstanding any date initially selected for the start of maternity leave, if an employee subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date.
- 16.06 Notwithstanding anything to the contrary in this Article, an employee on a temporary contract is eligible for maternity leave, but the maternity leave shall not extend beyond the term of the contract for that employee.
- 16.07
- (1) A pregnant employee who presents medical evidence from her physician which satisfies the University that continued employment in her present position may be hazardous to herself or her unborn child, may request a temporary transfer to a more suitable position if one is available.
  - (2) When no suitable position is available the employee may, if eligible, apply for immediate commencement of maternity leave.
  - (3) In the event that maternity leave must commence in the early stages of pregnancy, the employee shall be entitled to up to 6 months of leave following the date of birth.
- 16.08 Notwithstanding the foregoing provisions of this article, an employee who is unable to perform her duties by reason of pregnancy, whether before or after confinement, shall be entitled, upon satisfactory medical proof thereof, to have such portion of her maternity leave treated as if it were paid illness leave in accordance with the provisions of Article 18.02 (e). The employer may institute a Supplementary Unemployment Benefit Plan (SUB Plan) to defray part of the cost of such health related absence. The employer agrees to consult with the union prior to instituting a SUB Plan.

## Article 17 - Parental leave

- 17.01 Normally upon four (4) weeks written notice but not less than two (2) weeks being given to the employer, an employee shall be granted leave of absence without pay as follows:
- (a) An employee, (parent and / or adopting parent) who has been employed by the University for at least 9 consecutive months shall be entitled to not more than thirty-seven (37) weeks parental leave, without pay within the fifty-two (52) week period immediately following the birth (in the case of a non child bearing parent) or the placement of the child with the adoptive parent(s).
  - (b) An employee, (parent and / or adopting parent) who has been employed by the University for less than 9 consecutive months shall be entitled to not more than twenty-six (26) weeks parental leave, without pay within the fifty-two (52) week period immediately following the birth (in the case of a non child bearing parent) or the placement of the child with the adoptive parent(s).
  - (c) If employees are parents of the same child, one employee may take parental leave wholly or it may be shared. Both parents may access parental leave, however, the combination of leaves cannot exceed twelve (12) months.
  - (d) The University will maintain its share of the Extended Health Care Plan, Group Dental Insurance, Group Life, Spousal and Dependant Life for any Employee granted Parental Leave to a maximum of three (3) months.
- 17.02
- (a) An employee granted leave without pay pursuant to sub-article 17.01 shall upon return to work, be returned to his/her former position or be placed in another comparable position at not less than the same salary and benefits that had accrued to her prior to commencing leave.
  - (b) An employee should give an estimated return date when they give notice of the leave. If they wish to change the intended return to work date they should notify the employer as soon as possible prior to the date of return, but in any case must give four (4) weeks notice in writing of his/her intentions.
- 17.03 An employee may be required to provide substantiation of eligibility for leave.

## Article 18 – Sick Leave and Special leave

### 18.01 General

- (a) Entitlement for sick leave and special leaves under this article will be determined using the calendar year, January – December.
- (b) “Illness” means any illness, injury, or quarantine restriction affecting an Employee’s ability to work, but does not include accidents covered under Workers’ Compensation.

### 18.02 Sick Leave

When an employee is unable to work due to illness, they shall be granted sick leave on the following basis:

- (i) for the first calendar week of illness, an employee shall be paid sick leave for their scheduled days of work. Pay per day for tutors, markers and academic experts will be calculated as the employee’s total earnings in a work day.

Markers and academic experts will be paid for sick leave only if the marking or academic expert work that would have been assigned to the employee must be assigned to another individual

- (ii) For the period of illness extending beyond one calendar week, the employee shall be entitled to sick pay based upon their work days. Pay per day for employees will be calculated as the employee’s total earnings in a work day.

18.03 A maximum of 20 days sick leave will be granted for each calendar year. Unused days for sick leave may be accumulated for up to 3 years to a maximum of 60 days.

18.04 An employee who is unable to work due to circumstances set out in Article 18.05 described as “special leave” shall be granted, upon application, special leave at the employee’s basic rate of pay. Pay per day for tutors, markers and academic experts will be calculated as the employee’s total earnings in a work day. Pay for group study instructors shall be their normal hours of work for which they were scheduled for the day on which they are granted special leave.

Notwithstanding the foregoing, markers and academic experts will be paid for special leave only if the marking or academic expert work that would have been assigned to the employee must be assigned to another individual.

18.05 The circumstances under which special leave is granted, subject to sub-article 18.06, and the corresponding maximum number of scheduled work days are as follows:

- (a) illness within the immediate family - 2 days,
- (b) giving of birth by the employee's partner - 2 days
- (c) bereavement - 3 days,
- (d) travel time for illness within the immediate family / bereavement / birth of your own child - 2 days.
- (e) moving household effects - 1 day per year,
- (f) when an employee has a catastrophic illness, the employee is entitled to an additional 5 days per year.

18.06 For purposes of determining eligibility for special leave under sub-article 18.05, the following provisions apply:

- (a) illness within the immediate family - leave of absence shall be granted for the purpose of taking care of the person who is ill. Immediate family means: spouse (including common-law spouse or same sex partner), son, daughter, mother or father, or a person the Employee has guardianship over, is living with the Employee, and is under the care of the Employee;
- (b) bereavement - leave of absence will be granted in the event of the death of the employee's spouse (including common-law spouse or same sex partner), parent, guardian, parent-in-law, grandparent, grandparent-in-law, grandchild, son, daughter, brother, sister, nephew, niece, aunt or uncle, or the husband or wife of any of them;
- (c) travel time under 18.05 (d) means travel where long distances or travel to or from isolated areas is involved;

- (d) moving of household effects applies to an employee who maintains a self-contained household and who changes the employee's place of residence which necessitates the moving of household effects during scheduled working hours.
- (e) the employer may require proof of employee illness where the employee uses sick leave. In the absence of satisfactory proof, where such proof is requested, the leave will be treated as leave without pay.

18.07 The maximum leave specified for each circumstance requiring use of special leave shall not be exceeded. However, special leave other than leave pursuant to sub-article 18.05 (e) may be granted more than once for the same circumstances within the calendar year, if the total special leave granted does not exceed 10 scheduled work days per calendar year, unless additional special leave is approved by the employer.

18.08 Two weeks notice may be required for leave requested in sub-article 18.05 (e).

18.09 An employee request for leave of absence without pay shall be granted where the operational requirements of the employer permit.

## **Article 19 - Academic leave**

- 19.01 An employee who has been employed by the employer for at least 6 years may apply for up to 6 months leave of absence with full pay and benefits.
- 19.02 An application under sub-article 19.01 must be granted by the employer if:
- (a) the employer is satisfied the research or other activity is appropriately related to the employee's work for Athabasca University in distance education;
  - (b) the research or activity is approved by the employer, and;
  - (c) operational requirements of the employer allow the leave to be granted.
- 19.03 For the purposes of Academic Leave, an employee's total earnings shall be calculated by obtaining an average monthly pay based upon the employee's entire earnings for the six (6) months immediately prior to his or her application for leave.

## **Article 20 - University services and facilities**

- 20.01 The employer agrees to provide to employees, free of charge,
- (a) use of University Counselling Services Unit;
  - (b) use of University sports facilities at the University main campus;
  - (c) use of library materials and University library facilities; and
  - (d) access to electronic communication systems as used by the University.

## **Article 21 - Tuition waiver**

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

## **Article 22 - Layoff, work reduction and recall**

### **General**

- 22.01 Except for 22.08(b), this article applies only to permanent employees.
- 22.02 The employer shall provide the union with a copy of each notice of layoff and each notice of work reduction and each notice of recall at the same time such notice is provided to the employee. Upon request, the employee and the union shall be provided with the past or prospective enrolment information on which the decision was based.

### **Academic Experts and Markers who were previously Individualized study tutors**

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

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

### **Layoff clauses – Individualized study tutors**

- 22.04 (a) An employee whose work assignment is involuntarily reduced to zero shall be deemed to have been laid off. Where an employee has been on layoff from all work assignments for a period of twenty-four months, the employee's employment shall be terminated
- (b) When the employer determines that an employee shall be laid off, the employee shall be given one month's written notice.
- (c) An employee who has been laid off shall receive one month's pay each month during the layoff period, to a maximum of three months, or one month's pay for each year of seniority, whichever is less. The month's pay shall be calculated by averaging the employee's three highest of the last 12 months of block payment and marking pay for individualized study tutors.

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

**Employees Hired Directly as Academic Experts or Markers**

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

**Work Reduction Clauses – Individualized study tutors**

- 22.06 (a) When the employer determines that an individualized study tutor's work assignment shall be reduced due to insufficient enrolment, the employee shall be given written notice of such change four (4) weeks in advance.
- (b) Work reduction for individualized study tutors, in a course, normally shall be in the reverse order of seniority subject to 22.06 (c) and 22.06 (d); the employer however may consider bona fide geographical requirements.
- (c) When a reduction for individualized study tutors in a course would normally reduce the work of an employee who has more seniority than at least one other employee whose course load includes one or more courses that currently are being tutored or previously have been tutored (within the past twenty-four months) by the senior employee, the work reduction shall be applied as follows, with the particular method to be determined by the employer.
  - (1) The work reduction shall be applied to the junior employee with a consequent redistribution of students to the senior employee.

Or

- (2) The junior employee shall retain current students and the senior employee shall be assigned all new students until the senior employee's work assignment is at its former level, at which time the junior employee would be eligible for recall in accordance with Article 22.07 (e).

The senior employee shall only receive additional 1/4 block payments when each additional 1/4 block has the maximum student load or after 4 months has elapsed, whichever comes first.

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

**Work Reduction Clauses: Academic Experts and Markers**

- (f) When the employer determines that an academic expert or marker work assignment shall be reduced, the employee shall be given four (4) weeks' written notice of such change.
- (g) Work reduction for academic experts and indefinite term markers shall be done in reverse order of seniority.

**Recall Clauses – Individualized study tutors, Academic Experts and Markers**

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

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

**Notice of Retirement and Resignation Early Termination of Definite Term Appointment**

- 22.08**
- (a) an employee should provide at least six weeks notice of their intent to resign their position or retire from their employment with the employer.
  - (b) Where the employer decides it is necessary to terminate a definite-term work assignment prior to the specified end date due to lack of work, the employee shall receive one month's written notice or pay in lieu thereof.

## **Article 23 - Discipline and discharge**

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

23.02 The employer accepts the principles of progressive discipline.

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

The employer may:

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

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

## Article 24 - Grievance procedure

- 24.01 A grievance is defined as any difference arising from the interpretation, application, administration, or alleged violation of this Agreement.
- 24.02 Types of Grievance
- (a) An individual grievance is a grievance, which involves a single individual.
  - (b) A group grievance is one which involves 2 or more individuals. Such a grievance may be commenced as a group grievance, or similar individual grievances seeking a common redress may be consolidated as a group grievance. The results of group grievances shall apply, proportionately if applicable, to all employees affected.
  - (c) A policy grievance is one which arises when the union grieves any issue except an issue which directly affects an employee and regarding which the employee could normally initiate or have initiated a grievance.
- 24.03 Notwithstanding Article 24.04 and 24.05, grievances filed under Article 10, Sexual and Other Harassment, shall be initiated at Step 2 within 3 months of the last occurrence of any alleged incident(s).
- In the case of a grievance filed under Article 10, Sexual and Other Harassment, the employer or the union may request that the matter be submitted to mediation. In the event that the union, the employer, and the employee agree to mediation, any grievance procedure which has been commenced with respect to that matter shall be held in abeyance until either the union or the employer gives written notice of its desire to continue with the grievance. In the case of a grievance submitted as per Article 24.03 the parties agree that the report of the mediator shall not be admissible in any proceeding, and the mediator shall not be a competent or compellable witness at any adjudication proceeding.
- 24.04 Before a grievance is filed by either party to this Agreement, every attempt will be made to settle the difference by informal discussion.

24.05 Step One

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

In the event of a dispute, the union shall put the grievance in writing to the Director, Human Resources within 28 calendar days of the date the affected party became aware of the occurrence of the events giving rise to the grievance. A meeting shall be scheduled to occur within 21 calendar days of receipt of the grievance by the employer. The employer shall reply in writing to the union within 14 calendar days of the meeting.

24.06 Step Two

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

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

24.07 Adjudication

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

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

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

- 24.10 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final, binding, and enforceable on all parties. The Board shall have no jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions in place of them, nor give any decision inconsistent with the express terms and conditions of this Agreement.
- 24.11 If the Board as a result of its award determines that an employee has been discharged or otherwise disciplined by the employer for cause, the Board may substitute some other penalty for the discharge or discipline that to it seems just and reasonable in all the circumstances.
- 24.12 The parties will each bear the fees and expenses of the nominee appointed by it, as well as all costs related to the presentation of its own case, and the parties will share equally the fees and expenses of the Chairperson of the Adjudication Board. The parties agree to consider the use of University facilities in these proceedings.
- 24.13 Notwithstanding Sub-Articles 24.07 and 24.08, governing the establishment of a three-person Adjudication Board, the parties may agree to refer a grievance for determination by a single Adjudicator. The Adjudicator shall be appointed by agreement of the parties or, failing that, upon application to the Labour Relations Board.
- 24.14 The Parties may agree in writing to suspend, extend or waive any time limits or Steps contained in this Article.
- 24.15 Grievance procedure time limits
- The time limits in the grievance and adjudication procedure are mandatory, but an adjudicator or adjudication board may waive a failure to meet a time limit if it is satisfied that:
- (a) there are reasonable grounds for doing so, and
  - (b) the other party will not be substantially prejudiced by the relief.

## **Article 25 - Employer - union relations**

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

25.08 The council agrees that as long as standard office space is available at Athabasca University Edmonton office, it will provide such space to CUPE 3911 at no charge.

25.09 Joint Labour Management Committee

The parties agree to the following guidelines:

- (1) The parties will meet once each quarter on a date to be mutually agreed upon. Additional meetings, if required, will be arranged by mutual agreement of both parties.
- (2) A representative of each party shall be designated as joint chair and the two persons shall alternate in chairing the meetings of the committee.
- (3) Agenda items shall be submitted to the joint chairs, 7 days prior to each meeting. Regular agenda items will include working conditions resulting from performance management and technological change, as well as workload and workload consultation.
- (4) Both parties agree to make every possible effort to achieve progress with respect to the agenda items brought forward.
- (5) Each party shall have three representatives. A meeting shall require a quorum consisting of at least two members from each party.
- (6) The committee is not empowered to make any amendments to the Collective Agreement

## Article 26 - Union business

- 26.01 (a) The employer agrees to pay to the union's representatives an honorarium totaling \$6054.27 effective July 1, 2009 a year for time spent on the administration of this Agreement or related to union business. This amount may be divided amongst Union Officers.
- (b) For time spent in collective bargaining, the employer will provide monetary compensation to a maximum of fifteen days pay to be distributed amongst participants, provided that they are able to make up the time and that the same level of service to students is guaranteed. For the purposes of this clause, one day's pay shall be 7 hours at the employee's hourly rate of pay.
- 26.02 The parties agree to schedule meetings to avoid union representatives losing earnings from the employer or any other employer, if that is reasonably possible to do.

## **Article 27 - Professional development**

- 27.01 The employer agrees to contribute \$40,000.00 each April 1st to a Professional Development Fund. The unspent balance at March 31<sup>st</sup> of each year will be carried forward into the next year.
- 27.02 The fund shall be administered by two representatives appointed by the employer and two by the union.
- 28.03 The fund shall be used for such employee professional development purposes as are jointly agreed by the above administrators.
- 27.04 The employer agrees to provide each employee access to a professional development allowance of \$300 per year, which may be accumulated for a maximum of five years. It may be claimed as per the University Professional Development Guidelines Policy, upon production of receipts for the purchase of books, equipment, professional journals, library fees, professional fees, course registration fees or conference registration fees and related expenses when these are related to the employee's tutoring duties and responsibilities.

## **Article 28 - Tutor representation**

- 28.01 Where an executive officer approves tutor representation on Academic Council or committees that may be established from time to time, the employer in each case, shall request the union to nominate an employee as the tutor representative.
- 28.02 Representatives shall be paid the employee's regular hourly rate for meeting time. Where the employer has not provided for an alternate means of communication, and where the Employee is required to travel in excess of 50 kilometres one way to attend a meeting, the employee will be paid \$22.71 per hour for travel time and reimbursed for travel and subsistence costs associated with their attendance at meetings.

## Article 29 - Probationary period

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

## Article 30 - Seniority

- 30.01 Seniority shall be measured in years and shall be calculated by dividing the number of months in which work was performed by 12.
- 30.02 (1) Notwithstanding 30.01, seniority shall continue to accumulate under the following circumstances:
- a) during the first twelve months of :
    - (i) a period of layoff for an individualized study tutor;
    - (ii) a period when the workload has been reduced to zero for an academic expert and/or marker
    - (iii) during an approved leave of absence for medical reasons, in accordance with Article 18.03(e).
  - b) during leaves of absence of two consecutive months or less,
  - c) during a period of maternity, adoptive, paternity or academic leave,
  - d) during a period when an employee previously under this agreement is a Course Coordinator under the AUFA agreement,
  - e) during a period when an employee previously under this Agreement is in a Term AUFA Position, other than a Course Coordinator, and continues to tutor or mark.
- (2) Accumulation under (b), (c) and (d) will begin on July 1, 1992.
- 30.03 An official seniority list of current employees will be maintained by the employer. The employer shall provide the union with one copy of the seniority list by October 1, of each year. The list will include the employee's name, step and cumulative seniority at August 31st of that year.
- 30.04 Employees will be notified by October 1 of each year of their accumulated seniority at August 31 of that year.

30.05 Challenges respecting seniority status must be submitted in writing to the Learning Services – Tutorial designate by December 1 of each year. When proof of error is presented by an employee or the employee's representative, such error will be corrected and when so corrected the agreed upon seniority calculation will be final.

- 30.06
- (a) When an employee whose appointment has terminated is rehired within two (2) years of the original termination date under the scope of this agreement the employee shall have previously accumulated seniority reinstated upon rehire;
  - (b) When an employee has resigned and is rehired at a future date under the scope of this agreement the employee shall have no accumulated seniority upon rehire.

### **Article 31 - Personnel file**

- 31.01 The personnel file referred to in this article is the personal file of an employee maintained by the employer and stored in a department designated by the employer.
- 31.02 (1) Access to an employee's personnel file shall be provided to the employee or the employee's authorized representative, upon request, once in every year and in the event of a grievance or complaint.
- (2) The employee may request a representative of the union to be present at the time of such examination, and the employee may make copies of any material contained in the file.
- 31.03 No record contained in the personnel file shall be released physically or orally from the file to persons outside the University without the employee's prior written consent unless the employer is required to release such information in compliance with the Freedom of Information and Protection of Privacy Act (Alberta).

## Article 32 - Technological or procedural change

### 32.01 Definition:

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

### 32.02 Notice:

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

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

- (a) the nature of the proposed change;
- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the proposed change may be expected to have on employees' working conditions and terms of employment, to the best of the employer's ability.

### 32.03 Consultation:

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

### 32.04 Any electronic monitoring by the employer of employees and the work for which they are employed shall be undertaken only with their knowledge and with prior notification and consultation with the union.

### **Article 33 – Academic opinion**

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

## **Article 34 – Appeal process**

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

- 34.01 An appeal may be launched for disagreements between the employee and their supervisor or course coordinator for issues including, but not limited to, the following:
- (a) assignment of work and scheduling ;
  - (b) deemed hours of marking and number of students per block per Articles 12.07 and 12.08;
  - (c) availability hours;
  - (d) record-keeping;
  - (e) course delivery materials (including exams); and
  - (f) unsuccessful completion of Group Study or Study Circle course per Article 7.03.
- 34.02 If an employee disagrees with their supervisor or course coordinator on items (a) to (f) above, the employee shall discuss the problem and possible remedies with their supervisor or course coordinator.
- 34.03 If the employee is not satisfied with the supervisor’s or course coordinator’s response, the employee, may appeal (which shall be with the assistance of the union), in writing, to the Vice-President, Academic or designate who shall be another executive officer (“the employer”). The employee with the assistance of the union shall send copies to the Director, Human Resources.
- 34.04 Either the employee or the employer, or the union, may request a meeting to discuss the appeal. Such discussion shall be scheduled mutually within twenty-one (21) calendar days of the request. At the discussion, a union official may accompany the employee.
- 34.05 The employer shall reply in writing to the employee, with a copy to the union, within fourteen (14) calendar days of the meeting.
- 34.06 Regardless of a meeting, the employer shall render a decision in writing to the employee, with a copy to the union, within thirty-five (35) calendar days of receipt of the appeal.
- 34.07 The decision of the employer is final and binding and is not subject to further appeal or grievance.
- 34.08 The timelines in this article may be extended by mutual agreement of the union and the employer. Such agreement shall not be unreasonably denied.

## **Article 35 – Health Benefits Plan**

- 35.01 A Joint Benefits Committee shall maintain the health benefits program. Co-chairs are from each party, with equal membership representation from CUPE employees and AUGC.
- 35.02 The Employer agrees to provide and maintain the following plans to the minimum levels as set out in Schedule “B”, effective October 1, 2010.
- a) Alberta Health Care
  - b) Extended Health
  - c) Dental
  - d) Vision, providing \$500 of coverage every 24 months
  - e) Group Life Insurance
  - f) Spousal dependent life insurance
- 35.03 The employer shall fund 50% of premium costs. The employee shall fund the remainder.
- 35.04 For those employees enrolled in the benefits plan as of January 1, 2008, whose employee contribution rate is less than 50 %; their contribution rate as of January 1, 2008, shall remain in effect.
- 35.05 For employees enrolled in the plan, the employer shall deduct each employee's premium costs from the employee's monthly wages earnings.
- 35.06 Eligibility is confined to permanent CUPE employees.**
- 35.07 (a) Enrolment in benefits as identified under 35.02 (b) through (f) is mandatory. Employees may opt out of a particular benefit, with the exception of Group Life Insurance, only if they have spousal coverage or comparable coverage elsewhere.
- (b) Spousal dependent life insurance is covered at 100% by the employer, exclusive of the financial limit in 35.03.
- 35.08 An employee on a leave of absence without pay for more than three months may elect to remain a member of employee benefit programs provided that the employee bears the full cost of such participation and the employee's participation is limited to the terms of the current benefit contracts.

### **Article 36 - Pension**

36.01 The employer agrees to contribute 2.0% of an employee's total annual pay under this agreement (January 1 to December 31). Payment will be made directly to the employee no later than January 15.

### **Article 37 - Effective date and duration of agreement**

- 37.01 This Agreement has effect from 1 July 2010 and lasts until 30 June 2012.
- 37.02 Notwithstanding Article 37.01, the Agreement may be amended for articles other than those listed in Article 37.01, at any time prior to 30 June 2012 on the mutual agreement of both parties.
- 37.03 After 30 June 2012 this Agreement remains in effect from year to year unless either party gives to the other a notice in writing under Sub-Article 37.04 that it desires to amend the Agreement.
- 37.04 Notice that amendments are desired may be given at any time between 60 and 120 days before the expiration date of this Agreement or in the same period prior to an anniversary of the expiration date.
- 37.05 When notice of amendment or termination of this Agreement is given, the Agreement continues in force until a new Agreement, or an amendment to this Agreement is ratified and signed by both parties.
- 37.06 Either party may re-open bargaining of earnings pursuant to Article 12 for the second year of this agreement (July 1, 2011 – June 30, 2012) by providing notice to the other party by May 1, 2011.

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

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

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

This Letter of Understanding shall remain in full force and effect until June 30, 2012.

ON BEHALF OF THE ATHABASCA  
UNIVERSITY GOVERNING COUNCIL

ON BEHALF OF THE  
CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 3911

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**LETTER OF UNDERSTANDING  
RETIREMENT PLAN FOR ALL CUPE 3911 MEMBERS**

The Parties agree to commit to seriously explore Pension Plan options for CUPE 3911 members.

The Parties agree to establish a joint committee, which shall investigate the options available in order to provide a pension plan for CUPE 3911 members. The joint committee shall provide recommendations to the parties as to pension plan options on or before December 31, 2011. Should the committee fail to reach an agreement as to which options to recommend to the parties, the issue of the provisions relating to pension plans and pension payments shall be submitted to a Board of Arbitration within 30 days of July 1, 2011 or such earlier date on which the committee advises the parties that they are unable to agree to a recommendation.

In the event that the committee reaches an agreement as to recommendations to present the parties, those recommendations shall be considered to be a Memorandum of Agreement and subject to ratification by the parties within 60 days of submission of the recommendations. Should either or both parties fail to ratify the recommendations, the issue of the provisions relating to pension plans and pension payments shall be submitted to a Board of Arbitration within 30 days of the ratification vote(s).

Operating principles:

1. No more than three (3) members each to be selected by AUGC and CUPE respectively.
2. Co-chaired by the parties.
3. Committee operating decisions will be made by consensus.
4. Agendas and all elements of the committee's work will be jointly determined
5. Meetings will be held as required, but no less than monthly, unless by mutual agreement
6. The parties have the right to consult with and bring before the committee such experts as deemed appropriate, with prior reasonable notice.
7. 100% of the time spent by CUPE members on travel and meetings will be compensated as per Article 29.02.
8. For costs not identified in 7 above, a budget of no more than \$10,000 shall be allocated to facilitate the active and full participation of CUPE in this process. Distribution of funds will be under the joint administration of the Committee Co-Chairs.

By signing this Letter of Understanding, no commitment for a specific recommendation of findings is made by either party. The commitment within this Letter is for analysis and discussion only.

This Letter of Understanding shall remain in full force and effect until June 30, 2012 or such time as final determination of a Board of Arbitration with respect to the terms of this Letter of Understanding.

ON BEHALF OF THE ATHABASCA  
UNIVERSITY GOVERNING COUNCIL

ON BEHALF OF THE  
CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 3911

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Date

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Date

**LETTER OF UNDERSTANDING**  
**Health Benefits**

1. Benefits enhancements will be implemented January 1, 2011.
2. AUGC will pay the employee's increase of benefit premiums from October 1, 2010 to July 31, 2011. The employee premiums and cost-share arrangement for this period will be based on the July 1, 2010 premium rates.

**Employee Premiums**

<b>Benefit</b>	<b>August 1, 2010</b>		<b>January 1, 2011</b>	
	<i>Single</i>	<i>Family</i>	<i>Single</i>	<i>Family</i>
Extended Health	72.85	173.22	59.23	140.83
Dental	41.21	117.43	42.19	120.22
Vision	3.79	8.90	4.20	9.87

3. Effective August 1, 2011, and on a go forward basis, the Blue Cross renewal rates for CUPE members will be calculated separately and based on CUPE claims experience over the prior policy year (April 1<sup>st</sup> to March 31<sup>st</sup>).

ON BEHALF OF THE ATHABASCA  
UNIVERSITY GOVERNING COUNCIL

ON BEHALF OF THE  
CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 3911

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Date

\_\_\_\_\_

Date

Health Care Benefits  
Schedule "B"

Extended Health Care

The plan includes out-of-province and out-of-country coverage, private hospital room, special treatment, prescription coverage (Direct Pay Plan; Least Cost Alternative policy; \$6 dispensing fee cap).

<b><u>EXTENDED HEALTH: Paramedical Services</u></b>	
Chiropractor/Podiatrist	Annual maximum of \$500 per participant each Benefit Year
Chiropractor	Annual maximum of \$500 per participant each Benefit Year
Massage Therapy	* Annual maximum of \$500 per participant each Benefit Year
Naturopath	Annual maximum of \$500 per participant each Benefit Year
Osteopath	Annual maximum of \$500 per participant each Benefit Year
Acupuncturist	Annual maximum of \$500 per participant each Benefit Year
Physiotherapist	Included
Chartered Psychologist/ Clinical Psychiatrist/ Master of Social Work	Annual combined maximum of \$750 per participant each Benefit Year
Speech Language Pathologist	* Annual maximum of \$500 per participant each Benefit Year
* NOTE: Benefit must be purchased upon written order of Health Care Professional	

Dental Care

Basic Dental                    100% coverage

Major Dental                    80% coverage

Orthodontia                    50% coverage

Annual Maximum for Basic & Major Dental

\$2,000 per insured individual

Lifetime Orthodontic Maximum

\$3,000 per insured child (ages 6-21 only)

Vision Care

The plan will provide a payment of five hundred dollars (\$500.00) every two years toward the cost of lenses and/or frames for all eligible employees, spouses and dependants.

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

FOR THE BOARD OF GOVERNORS OF ATHABASCA UNIVERSITY on the

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
President, Athabasca University

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chair, Negotiation Committee, Athabasca University

\_\_\_\_\_  
Witness

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES on the

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Co-Chair, Local 3911, CUPE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Co-Chair, Local 3911, CUPE

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Witness