

CUPE3911

September 2023,

We are pleased to share the summary of the tentative agreement to the Collective Agreement reached with Athabasca University.

QUESTIONS?

If you have any questions or comments, please email Evelyn at administrator@cupe3911.ca

Summary of Amendments to the Collective Agreement

Bargaining Committee

Glynnis Lieb (Co-Chair), Mark Dimirsky (Co-Chair), Ronnie Joy Leah (Committee Member), Sue Mitchell (Committee Member), Ann Reynolds (Committee Member)

Dear CUPE 3911 members,

After a difficult 20 months of bargaining, your Bargaining Committee has come to a tentative agreement with the employer through informal mediation.

Despite the difficult circumstances, including a political climate with mandatory limits on wage increases, we protected or gained several things we know are important to our members:

- Protected accumulated PD funding,
- Protected benefits for all members, regardless of salary level,
- Achieved fairness in seniority for those working outside of Alberta,
- Made an important step toward academic freedom by improving language on academic opinion,
- Gained a 4% increase for Academic Experts when spending time on administrative duties,
- Gained recognition of the Day of Truth and Reconciliation as a holiday. Note that it is not included on the list of Holidays, but the Employer agreed to proclamation language that would recognize it.

One point of clarity when you're reviewing the agreement is that some terminology has changed—it refers to "employee" in many places where it previously referred to Academic Experts, and this is meant to include all CUPE 3911 members.

This round of bargaining shows the kinds of gains we can make when members get together to share our knowledge, experiences, and points of view. These wins are the result of us hearing from you about the challenges you face. Thank you for being a part of the process.

In solidarity,

Your CUPE 3911 Bargaining Committee

Concessions Sought by the Employer

The Union was successful in resisting initial concessions sought by the Employer during this round of bargaining. Many of the concessions that the Employer was seeking would have fundamentally changed our workplace forever.

The Employer sought concessions:

- taking away the accumulated Professional Development Fund,
- suppressing seniority rights based on geographical residence,
- increasing the possibility of overload from $\frac{1}{4}$ block to $\frac{1}{2}$ block, which would give members less control over how much work they have,
- fewer benefits to vulnerable members with lowest workloads who are also members that are lowest paid and in most precarious employment positions,
- expanding management rights throughout the collective agreement with several processes.

Article 1 – Definitions

Time spent working outside of Alberta will be taken into account when calculating the total length of service or seniority for eligible courses. Any service or work experience gained by a Member outside of Alberta is recognized and contributes to their overall seniority within the University.

Article 2 – Union Recognition and Article 3 – Scope of Agreement

The modification to the word "employee" is intended to ensure the inclusive acknowledgment of all members. In instances where distinct language for academic experts or tutors is absent, the word "employee" has been adopted. Otherwise, all other changes are housekeeping in nature.

Article 7 – Postings and Assignments

These amendments are designed to enhance members' experiences in the posting process of work assignments. The amendments offer much-needed flexibility for members to have control over increasing and managing their workload, while expediting processes. There were several housekeeping changes aimed to clarify and provide a better understanding to existing procedures for members, as well as, providing explicit language for Academic Experts. New language was agreed by the parties to provide greater awareness and ability for changes to members workload to create more predictability. Members' fears they won't be in control of their workload (i.e. mode of delivery from tutor to AE or major/minor course revision) were addressed by requiring notice prior to a major change and consultation with the Union, and this language helps address this concern.

Article 9 – No Discrimination

The new additions to the list of protected grounds is consistent with human rights legislation to ensure equal treatment and non-discrimination.

Article 10 – Sexual and Other Harassment

Members are provided with an alternative avenue through which they can address harassment concerns. Filing a complaint in accordance with the University's harassment policy, members have the opportunity to seek resolution beyond the confines of the Agreement's time constraints. This provision provides an accessible framework for addressing issues related to harassment.

Article 11 – Health and Safety

The University previously overlooked the impact of Occupational Health and Safety (OHS) issues on our members and ensuring their well-being in our isolated work environments. These improvements to our collective agreement underscore the importance of psychological safety, especially as it pertains to our members that work within unique work environments outside of traditional office settings. These improvements strengthen Occupational Health and Safety provisions, with explicit acknowledgment that the principles of OHS extend to encompass remote work situations, which directly affects our members.

Article 12 – Earnings Rate

The parties agreed to changes that reflect the current compensation practice with Subject Matter Experts and integrated this into our agreement. The amendment to the existing provision serves as a reminder to members that when they are approached for their expertise, they should consult with the Union to ensure they receive fair compensation. This opportunity allows members to earn fair additional compensation for the extra work they undertake.

In the Union's commitment and efforts to be inclusive of all our members in every circumstance, we have also addressed the diverse landscape of folks teaching independent study courses with unique student project oversight.

Our negotiation process focused on listening and responding to our members' concerns related to varying workloads. Understanding the challenges of Academic Experts with existing compensation structures, the parties agreed to an additional (to existing two hours) 4% increase to their marking pay for time spent with administrative duties. This notable achievement also resolved nine (9) outstanding grievances from AEs, specifically addressing the 2-hour pay issue related to administrative duties. This success underscores our dedication to fair compensation and improved conditions for all our members.

Article 14 – Paid Holiday

The Union faced the challenge of government directed mandates during this round of bargaining with the inclusion of The Day for Truth and Reconciliation to the list of Paid Holidays. Both sides were able to agree to improved language that would ensure the recognition of the Day of Truth and Reconciliation, as well as if any additional statutory or official holidays are declared by the government and recognized as days off with pay, they will be included as part of the holidays already mentioned in Article 14.

Article 21 – Tuition Waiver

The Union was able to achieve improvements with the eligibility criteria to access educational benefits. The provision eliminates the age restriction for dependents over the age of 18 and ensures that all members can extend benefits to their dependents without the limitation on age. The benefit covers the cost of an undergraduate course, but the funds can be applied toward a graduate course. Additionally, the expansion of eligibility will be to all employees, regardless of seniority. This change recognizes that every member, regardless of their tenure, deserves equitable access to benefits.

Article 23 – Discipline and Discharge

The Union achieved improvements in addressing workplace issues, particularly in matters of discipline. The Employer has agreed to shift from a rigid approach to a more individualized and fair handling of situations. This change allows for better consideration of specific circumstances and includes clear procedural definitions of timelines. The other changes are of a housekeeping nature.

Article 24 – Grievance Procedure

The amendments made acknowledge the potential for exceptions within the context of grievances filed under Article 10, specifically related to Sexual and Other Harassment. While adhering to the general guideline of initiating the grievance at Step 2 within three (3) months of the last alleged incident, there is recognition that certain situations might warrant a departure from this norm. The other changes are of a housekeeping nature that include updating outdated managerial positions where grievances are to be submitted to.

Article 25 – Employer – Union Relations

Amendments made are reflective of the Union not utilizing the Employer's space for approximately 7 years. The Union is able to freely engage with the membership outside the Employer's space if necessary.

Article 27 – Professional Development

A significant achievement in our negotiations was securing a commitment from the University to ensure annual conferences for our members. This new language that was agreed to, recognizes the need of promoting workplace wellness experiences and professional growth

among our membership. This accomplishment recognizes the importance of connecting with our colleagues from the faculty and administrative spheres, an opportunity we haven't always had. We were also able to ensure that representatives from the Bargaining Unit will be part of the planning process and that financial resources are available for attendance.

Article 28 – Tutor Representation

The deletion of 'Tutor' and the amendment to include the word 'Employee' are changes reflective in this article for inclusivity purposes, maintaining consistency through out the collective agreement.

Article 29 – Probation Period

The amendment to this article represents a step forward in our efforts to empower and support our members during their probationary period by establishing a decision-making process that minimizes the undue authority of the Employer and allows for members to have greater agency over their career. This approach reduces micro-management and includes into the collective agreement an existing practice that is currently in place.

Article 30 – Seniority

A major achievement for our members this round of bargaining to rectify a situation that all members felt was unfair. The Union was able to achieve a Canada wide seniority list. Members will no longer be penalized for moving out of the province of Alberta, eliminating a two-tiered system of employees. Moving forward, members are all regarded equally with contributions to the University. No matter what part of the country a member resides, they will not be overlooked for additional work opportunities based on geographical location. Other changes made are housekeeping changes that will provide greater clarity for the process of members that crossover into a temporary AUFA position.

Article 31 – Personnel File

As the Union already serves as the representative in these matters, the amendment made was to provide for a clearer process while upholding the intent of the original clause. Members will always have the availability of the Union as a representative in this circumstance.

Article 33 – Academic Opinion

A notable but only incremental achievement this round of bargaining was to Article 33. Previously a student would have to initiate the ability for academic opinion to be offered whereas now members will have more flexibility to provide academic opinions and not having

to wait for a student to raise a concern to trigger the process. This significantly expands our rights as Academics to provide our academic insights and opinions.

Article 34 – Appeal Process

Changes in this article are housekeeping in nature, ensuring an update with where correspondence is to be submitted.

Article 36 – Pension

Changes in this article are housekeeping in nature.

NEW LOU – Distribution of Computers

There were several challenges that members encountered during the iPhone rollout that helped guide our discussions of computers to members. Before there is a distribution of new computers from the University to members, a structured communication process will be established to avoid potential challenges as experienced with the iPhones. This process also aligns with a grievance where the Employer recognizes their obligation to engage in consultation concerning technological changes. Notably, this grievance remains active and unresolved.

LOU – Employer Union Communication

Previously, the absence of a mechanism to discuss concerns while both parties were at the bargaining table created a gap in resolving workplace differences that could potentially escalate into disputes. The Union successfully managed to have the Employer understand and recognize the importance of engaging in Joint Labour Management (JLM) meetings during ongoing bargaining. With this notable victory, the Union is able to represent the members promptly and address workplace issues before they escalate.

LOU – AU’s Harassment, Violence and Sexual Violence Policy

The Union obtained another success in securing a voice in shaping University policy changes that resonate with the needs and concerns of the membership.

LOU – Course Qualified Applicant List Pilot Project

This pilot project is a step toward trying to create more opportunities for members to have multiple sources for income. This initiative directly responds to where the current process

might inadvertently lead to members missing out on additional work opportunities due to the timing of postings. The Pilot Project addresses this concern by providing an alternate route for assignments and shifts away from the University unilaterally selecting someone for a position. The option to create a course qualified applicant pool from which future work assignments can be drawn will enable members to be considered for subsequent work. This process provides an additional layer to not miss out on additional work opportunities.

LOU - OUT OF PROVINCE EMPLOYEES' TUTORS, ACADEMIC EXPERTS AND MARKERS

Changes in this Letter of Understanding are housekeeping in nature and reflect the commitment of inclusivity for all members.

LOU - CLINICAL NURSE INSTRUCTION

The renewal and important amendments made to this Letter of Understanding, improve the Union's capacity to effectively advocate for these specific members but also pave the way for their full integration into our Bargaining Unit. The revisions signify a proactive commitment to address this matter in the next round of bargaining. Considering that this LOU is almost twenty years old, the Union achieved a commitment from the University to form a committee to strategize and address the logistical aspects of successfully incorporating these members into the Bargaining Unit.

Term of Agreement

Four-year collective agreement: July 1, **2020** – June 30, **2024**.

General Salary Increase

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

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

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

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

Gain Sharing Formula

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

Gain Sharing

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

The parties agree that the following Articles covering the period of July 1, 2020 – June 30, 2024 Collective Agreement will be amended as follows:

Article	AGREED TO ITEMS
NEW 1.01 (x)	Seniority commences at date of hire with the University and is subject to the provisions of Article 30. For the purposes of calculating seniority, service earned while located outside of the province of Alberta shall be included.
1.01 (e)	A word in any gender applies to all genders 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;
1.01 (g) (i)	“Work day” shall be calculated to be that number of hours worked, for which the employee received earnings in the last six (6) pay periods exclusive of any leaves without pay or vacation, and at the employee’s hourly rate of pay, divided by 60 62 .
NEW 1.01 (j)	“Personnel file” means the file of an employee maintained by the employer and stored in a department designated by the employer.
2.06 (a) (iii)	As soon as reasonably possible, the employer shall provide the union with the following information about any new employee: (i) start date and work assignment; (ii) mailing address; (iii) employee tutor phone number and email address(es), where applicable; (iv) home phone number and alternate email address, if known to the employer.
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 be subsequently excluded or included by the Alberta Labour Relations Board or by agreement of the parties.
7.02	Posting of Work Assignments In the event the work is not assigned under 7.023 , the following posting requirements will apply: (a) The work assignment will normally be posted for a period of not less than seven (7) fourteen (14) calendar days, subject to 7.02 (c) .

Article	AGREED TO ITEMS
	<p>(b) Employees will normally be notified of the availability of such assignments through email and/or through posting on the employer website. The posting will specify the course title, bona-fide qualifications required, geographic location of employment and the anticipated Unit of Work.</p> <p>(c) All reasonable effort will be made to set the closing date for applications at least thirty (30) calendar days before the required start date. with a minimum of fifteen (15) calendar days' notice of start date given to the successful applicant.</p> <p>(d) Any of the time period requirements in Article 7.032 may be changed by mutual consent between the union executive and the employer.</p>
7.03	<p>Exceptions to Postings</p> <p>Notwithstanding 7.01, work assignments are not required to be posted in the following circumstances:</p> <p>(a) For individualized study tutors, academic experts and markers, work assignments will be offered first to employees in the bargaining unit, in order of seniority, who have successfully worked in the same course in the same or similar role within the past twenty-four (24) months. For the purposes of this clause, similar means: academic experts are also eligible for marking and individualized study tutor work, and individualized study block tutors are also eligible for academic expert and marking work.</p> <p>(b) Notwithstanding 7.023(a), where an employee's work assignment is changed from individualized study tutor to academic expert and/or marker:</p> <p>(i) Employees who had individualized study blocks in the affected course shall be eligible for both marker and academic expert work, when available.</p> <p>(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.</p>

Article	AGREED TO ITEMS
	<p>(iiiii) Academic expert and marking 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 to distribute work proportionally, the work will then be distributed in order of seniority. for all affected employees to be assigned at least one day per week, days will be distributed proportionally in order of seniority.</p> <p>(iiiv) Work assignments will be offered in accordance with 7.023(a) after all affected employees have reached their former block equivalents, or after twenty-four (24) months, whichever comes first.</p> <p>(c) The employer may assign a new or substantively revised course to the course author.</p> <p>(d) (e) Standard group study and study circle work assignments shall be offered to employees and former employees who continue to (or have) successfully work(ed) 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. Notwithstanding Article 30.01, the employer may consider bona fide geographical requirements for the assignment.</p> <p>(e) (f) Any work adjustments or assignments of less than three (3) months, as well as centrally assigned exam marking may be assigned at the discretion of the employer. The employer will provide copies of relevant pay adjustments to the union on a monthly basis.</p> <p>(f) (g) Work assignments or adjustments of six (6) 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).</p>

Article	AGREED TO ITEMS
	<p>(g) 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.</p>
<p>7.05</p>	<p>Minimum Work Assignment</p> <p>(a) (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.</p> <p>(b) (ii) An individualized study tutor may receive additional assignments in units of not less than one quarter (¼) of a block.</p> <p>(c) (iii) Notwithstanding Article 7.05 (a) (i), for employees hired directly as academic experts or markers, no minimum work assignment applies.</p> <p>Maximum Work Assignment</p> <p>(a) (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.</p> <p>(b) (ii) "Maximum total work" does not include work issued under Article 7.032(e).</p> <p>(c) (iii) Notwithstanding Article 7.06(a) 5(b), (i) exceptions may be granted with the approval of the Provost and 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.</p> <p>(d) (iv) Maximum number of courses in a tutor block see Article 12.09.</p> <p>(Maximum Work-Assignment is New 7.06)</p>
<p>7.06</p>	<p>Where an employee declines an offer of work a work assignment, the employee's eligibility for future vacancies work assignments will not be</p>

Article	AGREED TO ITEMS
	<p>affected. If an employee wishes 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 no longer now wishes to be contacted for additional work assignments.</p>
<p>7.08</p>	<p>Notwithstanding Article 7.023(b), 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 five (5) business days before taking further action.</p> <p>The employee who normally would have been assigned the course in accordance with Article 7.023(d) shall be deemed to have successfully completed the standard group study course for the purpose of future work assignment under 7.032(d).</p>
<p>NEW 7.10</p>	<p>Notice will be given normally 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.</p>
<p>NEW 7.11</p>	<p>When an employee returns from a leave under Articles 16, 17, 19.03 or a term appointment outside of the bargaining unit, the employee's work will be returned to the employee. If the work is not available in its entirety, Article 22.04 shall apply.</p>
<p>9.01</p>	<p>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:</p> <ul style="list-style-type: none"> (a) race; (b) religious beliefs; (c) colour; (d) gender; (e) physical disability; (f) marital status; (g) age; (h) ancestry;

Article	AGREED TO ITEMS
	(i) place of origin; (j) political affiliation; (k) family status; (l) sexual orientation; (m) mental disability; (n) source of income; (o) gender identity; (p) gender expression; (oq) membership or non-membership or lawful activity or lack of activity in the union; or (pr) the exercise of rights under this Agreement.
NEW 10.04	Notwithstanding other time limits contained in this Agreement, employees may file a complaint in accordance with University's harassment policy.
11.03	The employer will ensure, so far as it is reasonably possible to do so, the occupational health and safety of its employees, which includes their psychological safety.
11.04	Recognizing that employees may work in near-virtual workspaces, the Employer is committed to working with employees and the Occupational Health and Safety Committee to identify hazards and implement controls in accordance with the University's policies and legislation.
11.05	The employer shall notify the union provide the union chair internal with details of every workplace injury or incident which results in the death or hospital admission of industrial accident, industrial incident or occupational illness or disease affecting a member of the bargaining unit within seven (7) calendar days thirty (30) days of its being reported to the employer.
11.06	All health and safety incidents will be reviewed by the Joint Occupational Health and Safety Committee.
12.01	Effective July 1, 2020 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);

Article	AGREED TO ITEMS
	<p>(b)Step 2 – starts at successful completion of probationary period (Step 1),duration is thirty-six (36) months;</p> <p>(c)Step 3 – starts at completion of Step 2, duration is thirty-six (36) months;</p> <p>(d)Step 4 – starts at completion of Step 3, duration is thirty-six (36) months;</p> <p>(e)Step 5 – starts at completion of Step 4, duration is indefinite.</p> <p>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.</p>
	<p>Course Cancellation or Hiring on Short Notice Compensation</p>
<p>12.06</p>	<p>If an employee is employed by the employer to design or re-design a course, the employee will be paid an amount, commensurate with the amount of work performed, agreed to in writing between the employer, the union and the employee, but not less than the employee's regular hourly rate.</p>
<p>12.07</p>	<p>(a) The number of students per individualized study block and the deemed hours of marking (individualized study and student support 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.</p>
<p>12.11</p>	<p>Where an tutor employee tutor is required to travel in excess of 50 kilometers one way, at the request of the Employer, in order to facilitate delivery of group study a 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, to a maximum of seven (7) hours.</p>
<p>12.12</p>	<p>(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 or for courses which do not have pre-defined course content.</p>

Article	AGREED TO ITEMS												
12.14	<p>Each academic expert shall receive an additional two (2) hours pay at the employee's regular hourly rate, plus four per cent (4%) of student support and marking pay, per biweekly pay, for the completion of any and all duties for which compensation is not already provided for in the collective agreement administrative duties.</p>												
12.16	<p>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:</p> <p>(a) The payment will be calculated by taking the biweekly block payment and dividing it by the maximum number of students in a block.</p> <p>(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.</p> <p>(c) The calculation will be made as per the biweekly payroll schedule, with payments being remitted to tutors on the following biweekly pay.</p> <p>(d) The overload payments will be calculated using student numbers as at the 1st of each month. of the first day of each biweekly pay period.</p> <p>(e) Notwithstanding Article 7.076, the employer has the right to assign work, and the employee shall accept work, to a maximum of one-quarter (¼) block over the employee's current block work assignment. Where the employer determines that the trend of an additional one-quarter (¼) block of work is sustainable, the work will be assigned in accordance with the provisions of Article 7.</p>												
14.01	<p>(a) The following days are recognized as holidays:</p> <table border="0" data-bbox="505 1360 1143 1577"> <tr> <td>New Year's Day</td> <td>First Monday in August</td> </tr> <tr> <td>Family Day</td> <td>Labour Day</td> </tr> <tr> <td>Good Friday</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Easter Monday</td> <td>Remembrance Day</td> </tr> <tr> <td>Victoria Day</td> <td>Christmas Day</td> </tr> <tr> <td>Canada Day</td> <td>Boxing Day</td> </tr> </table> <p>(b) Any additional statutory or official holiday declared or designated by the appropriate federal or provincial authority will be recognized in addition to the paid holidays provided for in Article 14.01(a).</p>	New Year's 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
New Year's Day	First Monday in August												
Family Day	Labour Day												
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Easter Monday	Remembrance Day												
Victoria Day	Christmas Day												
Canada Day	Boxing Day												
21.01	<p>An employee who has at least ten (10) months seniority, is eligible to enroll in one (1) six credit course or two (2) three- or four- credit courses at the University, per year. This eligibility shall also extend to the employee's spouse and any</p>												

Article	AGREED TO ITEMS
	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.
21.02	The value of the benefit in Article 21.01 may be applied toward the cost of an Athabasca University graduate course.
23.01 (b)	Warnings and suspensions (with or without pay) shall be imposed by the appropriate Dean or designate. Dismissal shall be imposed by the Provost and Vice-President Academic or designate (who shall be another executive officer).
23.03	<p>(a) 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 eighteen (18) months and shall include copies of any relevant letters of complaint. The employer may:</p> <p>(i) request a written response to the communication allowing thirty (30) days for the employee to respond; or</p> <p>(ii) request a meeting with the employee, to be held within ten (10) days of the meeting request, for the purpose of discussing the concerns.</p> <p>Extension requests to the timelines referenced above will not be unreasonably denied.</p> <p>(b) After the process in (i) or (ii) 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 these is requirements. In the case of dismissal, the notice shall include the reason(s) for dismissal.</p> <p>(c) Except in extreme circumstances, no further action shall be taken against an employee prior to the time specified in a warning or suspension.</p>

Article	AGREED TO ITEMS
23.04	Notwithstanding any other provision of this article, the Provost and Vice-President Academic university president or designate may, upon written notice to the employee and the union, relieve an employee from duty temporarily with pay pending investigation of a situation.
23.07	If an employee has received a second or subsequent letter of discipline (other than dismissal) within a twelve (12) 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 (3) 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.
23.09	The Personnel File referred to in this Article is the Personnel File of an employee as defined in Article 31.
24.03	<p>Notwithstanding Article 24.04 and 24.05, grievances filed under Article 10, Sexual and Other Harassment, shall normally be initiated at Step 2 within three (3) months of the last occurrence of any alleged incident(s).</p> <p>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.</p>
24.05	<p>Step One</p> <p>The parties may mutually agree to initiate any grievance at Step Two.</p> <p>In the event of a dispute, the union shall put the grievance in writing to the Chief Human Resources Officer or designate Director, Human Resources within twenty-eight (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 within 21 calendar days of receipt of the grievance by the employer. The employer shall reply in writing to the union within twenty-one (21) calendar days of the meeting.</p>

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<p>24.06</p>	<p>Step Two</p> <p>If the grievance is not resolved to the grievor's Union's satisfaction, the union may submit the grievance to the Provost and Vice-President Academic within twenty-one (21) calendar days of receipt of the Step one reply.</p> <p>The Provost and Vice-President Academic or designate, shall schedule a meeting within twenty-eight (28) calendar days of receipt of the grievance with the representatives of the union and the employer to discuss the grievance at Step two and shall reply in writing within twenty-one (21) calendar days of the meeting. Such reply shall include reasons for the decision.</p>
<p>24.08</p>	<p>Within fourteen (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 two (2) nominees shall, within fourteen (14) calendar days of the appointment of the latter of them, choose a Chairperson for the Adjudication Board.</p>
<p>24.09</p>	<p>If the two (2) nominees fail to agree upon a Chairperson for the Adjudication Board, either party may request the Labour Relations Board to make an appointment.</p>
<p>25.05</p>	<p>The cost of printing copies of this Agreement shall be borne equally by the parties.</p>
<p>25.08</p>	<p>The Board 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.</p>
<p>NEW 27.05</p>	<p>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 Conference" specifically designed to meet the educational needs of non-designated academic staff.</p>
<p>NEW 27.06</p>	<p>The University will normally form a planning committee for the Learning Conference. There will be a minimum of two (2) employee representatives on the committee.</p>
<p>NEW 27.07</p>	<p>Employees attending the Learning Conference shall be paid the amount of \$100.00 for attendance as well as be reimbursed for travel and subsistence costs associated with their attendance at the Conference, up to a maximum of \$200.00.</p>

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NEW 27.08	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.
Article 28	Article 28 – Tutor Representation
28.01	Where an executive officer approves Employee tutor representation on General Faculties Council and or other committees that may be established from time to time, the employer in each case, shall request the union to nominate an Employee as the tutor representative.
29.04	<p>The employee's supervisor shall be responsible for continuing review of the appointment and performance during the probationary period. By no later than one (1) month p Prior to the end of the probationary period, the Dean or designate and supervisor or designate shall jointly recommend one of the following courses of action to the Provost and Vice-President Academic or designate, who will be another executive officer, for approval:</p> <p>(a) permanent appointment to a position;</p> <p>(b) termination of employment prior to or at the end of the probationary period.</p>
30.01	Seniority shall be measured in years and shall be calculated by dividing the number of pay periods months in which work was performed by twenty-six twelve (12) . For the purposes of seniority as referenced in Article 7 and Article 22.08, employees who work and reside in the province of Alberta shall be considered first; and for the purposes of Article 22.06 and 22.07, employees who work and reside outside of the province of Alberta shall be considered first.
30.02	<p>(a) Notwithstanding 30.01, Seniority shall continue to accumulate under the following circumstances:</p> <p>(i) the first twelve (12) months of:</p> <p>(1) a period of layoff for an individualized study tutor.</p> <p>(2) a period when the workload has been reduced to zero for an academic expert and/or marker.</p> <p>(3) during an approved leave of absence for medical reasons. in accordance with Article 18.06(e).</p> <p>(ii) during leaves of absence of two (2) consecutive months or less,</p>

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	<p>(iii) during academic leaves, as defined in Article 19, of six (6) months or less, (iv) during a period of maternity, or parental adoptive, paternity or academic leave, (v) during a period when an employee previously under this agreement is an Academic Course-Coordinator under the AUFA agreement, (vi) during a period when an employee previously under this Agreement is in a Term AUFA Position, other than an Academic Course-Coordinator, and continues to tutor or mark. (b) Accumulation under (ii), (iv) and (v) will begin on July 1, 1992.</p>
30.03	<p>A seniority list will be maintained by the University and will be sent to the Union and posted by October 1st of each year. The employer shall maintain a seniority list of current employees which identifies location of work. 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.</p>
30.04	<p>Employees will be notified by October 1 of each year of their accumulated seniority at August 31 of that year.</p>
31.01	<p>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.</p> <p>(NOTE NOT TO FORM PART OF AGREEMENT: Article 31.01 has been moved to Article 1 Definitions)</p>
31.02	<p>(a) Access to an electronic copy of 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.</p> <p>(b) 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.</p>
33.03	<p>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.</p>
34.03	<p>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</p>

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	the union), in writing, to the Provost and 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 Chief Human Resources Officer Director, Human Resources.
36.01	Subject to 36.03 and 36.04 the employer will contribute 4% of permanent employee’s Earnings for hours worked (as defined in Article 12, but excluding travel expenses pursuant to Article 12.11) to a group Registered Retirement Savings Plan (RRSP) or Tax Free Savings Account (TFSA) , through a carrier to which the parties have agreed, effective July 1, 2016.
NEW LOU	The Employer agrees to engage in discussions with CUPE representatives regarding the distribution of computers to its members, at least 30 days prior to the distribution of the computers. Such discussions may include but are not limited, to Board plans for roll out strategy and training.
NEW LOU	<p>Recognizing the importance of strengthening the opportunities and mechanisms for ongoing communication between Employer and the Union, the Employer agrees to the following:</p> <ol style="list-style-type: none"> 1) The CHRO will attend at least one Joint Labour Management (JLM) meeting on an annual basis; 2) The Employer will prepare minutes of the JLM meeting, including any agreed action items. The minutes will be approved by the Union Chairperson of the JLM, The draft minutes will be provided to the Union Chairperson of the JLM, within two (2) weeks of the meeting and the Union Chairperson will respond to the Employer Chairperson within two (2) weeks of receiving the draft. 3) For the remainder of the term of the Collective Agreement, we will add the ILE as a standing agenda item; 4) JLM meetings will continue during the negotiations of the renewal of the collective agreement.
NEW LOU	Any amendments to AU’s Harassment, Violence and Sexual Violence Policy shall be governed in accordance with the University’s Policy Framework and Procedure. Where applicable, CUPE will be considered a stakeholder for the purposes of any such amendments.
NEW LOU	<p>Course Qualified Applicant List Pilot Project</p> <p>Whereas the parties agree that it is beneficial to the Employer, employees and learners to ensure work assignments can be filled with qualified applicants in a timely manner;</p> <p>And whereas the parties agree to explore a temporary pilot project for filling some work assignments with the use of a course qualified applicant</p>

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	<p>list consisting of pre-qualified applicants (the “Pilot Project”) and therefore an exception to the posting provisions in Article 7;</p> <p>Now therefore, the parties agree as follows:</p> <p><u>Proactive Recruitment</u></p> <ol style="list-style-type: none"> 1. In its sole discretion, the Employer may choose to proactively hold a recruitment process in advance of an anticipated work assignment (“Proactive Recruitment”). 2. In such circumstances, the Employer shall post for a Proactive Recruitment for a period of not less than fourteen (14) calendar days. 3. Applicants to a Proactive Recruitment shall be assessed and determined to be either qualified or non-qualified. Qualified applicants may be placed onto a course qualified applicant list from which future work assignments may be filled. <p><u>Course Qualified Applicant List</u></p> <ol style="list-style-type: none"> 4. In its sole discretion, the Employer may choose to maintain a course qualified applicant list consisting of qualified applicants from a Proactive and/or Actual Recruitment. The Employer may specify the maximum size of the list in advance. 5. The Employer shall indicate in a recruitment posting when the recruitment will be used for the purposes of populating a course qualified applicant list. 6. Qualified applicants will remain on a course qualified applicant list for 24 months, unless they request to be removed from the list sooner. 7. In the event of a work assignment arising in a course for which there is a course qualified applicant list and a posting would otherwise be required, the Employer may choose to fill the work assignment with a qualified applicant from the course qualified applicant list and not post the work assignment. 8. Where the Employer fills a work assignment from a course qualified applicant list, the Employer will do so in accordance with Article 7.04 of the Collective Agreement. 9. Upon request by the union or by an unsuccessful applicant, the Employer shall provide the principal reasons on which the decision to not place the applicant on the course qualified applicant list was based. 10. If, during the period of time the qualified applicant is on a course qualified applicant list, their skills, abilities, or qualifications change, it is the qualified applicant’s responsibility to inform the Employer of said changes. <p><u>Joint Labour Management (“JLM”)</u></p> <ol style="list-style-type: none"> 11. For the duration of the term of the Collective Agreement, the Pilot Project will be a standing agenda item at the JLM meetings. 12. The Employer will provide the following information at the JLM meetings: i. The number of course qualified lists that have been created;

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	<p>ii. The number of positions that were filled using the course qualified lists; iii. The number of vacancies filled with either an internal or external course qualified applicant.</p> <p><u>Duration of Pilot Project</u> 13. The Pilot Project will be evaluated by the parties during negotiations for a renewal Collective Agreement. 14. This Letter of Understanding will expire on June 30, 2024, unless otherwise agreed to. 15. At the expiry of this Letter of Understanding, any course qualified applicant list will cease to be used, unless otherwise agreed to.</p>
<p>LOU</p> <p>OUT OF PROVINCE EMPLOYEES' TUTORS, ACADEMIC EXPERTS AND MARKERS</p>	<p>OUT OF PROVINCE EMPLOYEES' TUTORS, ACADEMIC EXPERTS AND MARKERS</p> <p>The parties recognize that Athabasca University is located in the Province of Alberta and that the direction of the work of the bargaining unit takes place in Alberta, but that employees may be located outside the Province of Alberta.</p> <p>Accordingly, Athabasca University voluntarily recognizes, subject to proof of support, that the provisions of the collective agreement without modification will apply to out-of-province employees.</p> <p>Applications for approval to work (whether temporarily or permanently) outside the province of Alberta, shall be submitted in writing in accordance with University procedures and must be approved in writing approval to relocate outside the province of Alberta requires the written approval of by the relevant Dean(s), Provost and Vice-President, Academic, and President. Reason(s) will be provided if application is denied.</p>
<p>LOU</p> <p>CLINICAL NURSE INSTRUCTION</p>	<p>The parties acknowledge that the employer is employing Clinical Nurse Instructors who are within the scope of the CUPE Local 3911 bargaining unit; but that the parties have not negotiated the position nor the rates of pay or other working conditions with respect to Clinical Nurse Instructors.</p> <p>We propose that The Pilot Project Letter of Understanding, dated December 19, 2005, will continue continue to be used to employ Clinical Nurse Instructors terms and conditions of work.</p> <p>The parties agree to establish the a joint committee within ninety (90) days of ratification of the agreement.</p> <p>Upon mutual agreement of the parties, language to the collective agreement may be amended. Alternatively, proposals to amend collective agreement language shall be brought forward at the next round of bargaining.</p>

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	<p>This Letter of Understanding shall remain in full force and effect until June 30, 202419.</p>
<p>TERM OF AGREEMENT</p>	<p>Four-year collective agreement: July 1, 2020 – June 30, 2024.</p>
<p>GENERAL SALARY INCREASE</p>	<p>Effective July 1, 2020 Salary Schedules in Schedule A shall be increased by Zero percent (0%).</p> <p>Effective July 1, 2021 Salary Schedules in Schedule A shall be increase by Zero percent (0%).</p> <p>Effective April 1, 2023 Salary Schedules in Schedule A shall be increased by one point two-five percent (1.25%)</p> <p>Effective December 1, 2023 Salary Schedules in Schedule A shall be increased by one-point five percent (1.5%) plus an additional point five percent (.5%) subject to the following Gain Sharing Formula:</p> <p>Gain Sharing Formula</p> <ul style="list-style-type: none"> • Effective February 29, 2024, an increase of 0.5% will be applied, retroactive to each Employee’s prior December 1 salary, subject to Gain Sharing conditions to be determined by the Government of Alberta. <p>Gain Sharing</p> <ul style="list-style-type: none"> • Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies. • All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023. • “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank. • The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024.