



Collective Agreement

between

The Governors of Athabasca University

and the

Alberta Union of Provincial Employees

on behalf of

Local 69

July 1, 2011 – June 30, 2013

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Preamble

This Agreement made this 5th day of July 2011.

BETWEEN:

The Governors of Athabasca University
(Hereinafter referred to as “the University”)

of the first part

AND

The Alberta Union of Provincial Employees
Local 069

(Hereinafter referred to as “the Union”)

of the second part

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement setting forth rates of pay, hours of work, and other terms and conditions of employment,

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1

Definitions

1.01 In this Agreement, unless the context otherwise requires:

- (a) “Union” means The Alberta Union of Provincial Employees;
- (b) “Local Union” means The Alberta Union of Provincial Employees, Local 069;
- (c) (i) Promotion: Involves an appointment to a position with a higher maximum salary.
(ii) Transfer: Involves an appointment to a position with an equal maximum salary.
- (d) “Employer” means the University (The Governors of Athabasca University);
- (e) “President,” “Vice-President,” “Executive Officer,” “Director” or “Dean” shall mean the person(s) so designated by the University, or persons authorized to act on their behalf;
- (f) “Permanent Position” means a position established as such, the duties of which are of a continuing nature, on a part-time or a full-time basis;
- (g) “Temporary Position” means a position established as such and in which the incumbent is employed on a full or part-time basis for a contractually limited period and includes:
 - (i) “Leave Replacement Position” in which the incumbent is employed to provide temporary relief during an approved leave of absence.
 - (ii) “Project Position” in which the incumbent is employed for the duration of a project.
 - (iii) “Intern Positions” in which the incumbent is employed for the purpose of achieving the practical portion of an Athabasca University academic program. Employment is contingent upon successful completion of two (2) courses per year once the courses have begun. The tuition waiver for these employees will apply to the applicable academic program. The interns will receive time for coursework of seventy (70) hours annually.
 - (iv) “A Secondment” is an opportunity for an Employee to experience career related development and enhancement for a maximum duration of twelve (12) months in accordance with the Employer policy: AUPE Support Staff Secondments.
 - (v) Temporary Employees (other than those covering the duties of an absent Permanent Employee who is expected to return to work, those Employees in project or intern positions) who are employed for a period of continuous employment in the same position in excess of twenty-four (24) months, shall become Permanent Employees. Temporary employment for a period beyond twenty-four (24) months may be exempted from the provisions of this clause by mutual agreement between the Employer and the Union.

Temporary Employees shall not be used to circumvent the establishment of permanent positions.

- (h) “Casual Position” means a wage position recruited to for non-permanent employment of an indefinite or irregular nature as follows:
 - (i) On a call-in basis, or
 - (ii) On an overload basis not to exceed three (3) months.

Casual Employees shall not be used to circumvent the establishment of permanent positions.

If the term of employment, of an Overload Casual Employee is extended beyond three (3) months or if the Overload Casual Employee is rehired after a three (3) month term within thirty (30) calendar days for the same position, the Casual Employee shall become a Temporary Full-time or Part-time Employee as the case may be, unless otherwise mutually agreed by the Parties.

- (i) “Permanent Employee” means an Employee who occupies a permanent position and includes a Permanent Employee temporarily assigned to a non-Permanent position;
- (j) “Temporary Employee” means an Employee who is hired to a temporary position for a contractually limited period, for non-permanent full or part-time employment. A Temporary Employee shall not be considered as a Permanent Employee, or as a Probationary Employee. A terminated Temporary Employee who is rehired to the same position within three (3) months of termination shall be a Temporary Employee.
- (k) “Casual Employee” means an Employee who is hired to a Casual Position.
- (l) “Part-time Employee” means an Employee whose normal work schedule results in daily, weekly or monthly hours of work which are less than the normal hours of work established in Article 16 of this Agreement;
- (m) “Annual Salary” shall mean the amount of money paid to an Employee for the Employee’s stated period of work in any year. This shall normally be equivalent to twelve (12) times the Monthly Salary pursuant to the Employee’s classification as set out in Salaries Schedule “A”;
- (n) “Monthly Salary” shall mean the amount to be paid to an Employee for working a regularly scheduled period of work in any month pursuant to the Employee’s classification as set out in Salaries Schedule “A”;
- (o) “Hourly Rate” means the Annual Salary divided by the Employee’s normal annual hours of work for the Employee’s classification pursuant to Salaries Schedule “A”;
- (p) “Work Day” means any day on which an Employee is normally expected to be at the Employee’s place of employment;
- (q) “Month” means a calendar month;

- (r) “Increment” means an increase in annual salary within the range described in Schedule A;
- (s) “Range” means the minimum and maximum assigned to a class within Schedule A;
- (t) “Continuous Service” or “Service” means the uninterrupted period of time since the last day of hire, during which the Employee worked the Employee’s regularly assigned hours or was on an approved leave;
- (u) “Department Director” or “Dean” means a person occupying a position so designated by the University or a person authorized to act in that capacity;
- (v) “Supervisor” means a person occupying a position so designated by the University or a person authorized to act in that capacity;
- (w) “Seniority” is defined by an Employee’s start date as a Temporary or Permanent Employee with the University subject to the provisions of Article 33;
- (x) “Project” means an activity in which the University is engaged which is cost recoverable or where the primary funding is obtained from a source other than the University’s regular operating budget as approved by the The Governors of Athabasca University;
- (y) A word in the masculine gender may also apply in the feminine and a word in the singular may also apply in the plural, as the context requires.

ARTICLE 2

Scope of Agreement

- 2.01 The University recognizes the Union as the sole and exclusive bargaining agent for all Employees employed in General Support Services pursuant to the Public Service Employee Relations Board Certificate #1-84.
- 2.02 This Agreement does not apply to full-time students whose employment is contemplated by the curriculum of a course in which the student is enrolled; students who are hired during the months of April to September of any given year and who are registered or plan to register in a post secondary program the same year; persons employed under special cost-shared programs such as the Priority Employment Program, the Summer Temporary Program or any other cost-shared employment training programs.
- 2.03 This Agreement applies to an Employee:
 - (a) appointed to a full-time Permanent Position; and
 - (b) appointed to a part-time Permanent Position except, where applicable, it shall be applied on a pro-rata basis; and
 - (c) appointed to a Temporary Position except:

- Article 22 - Annual Vacation (except as provided for in article 22.09, and pro-rated for Part-time Employees)
- Article 23 Sick Leave (except as provided for in 23.02(c) (i) and 23.02(c) (ii), and pro-rated for Part-time Employees).
- Article 29 Health Care and Insurance Benefits (except as provided for in article 29.02, 29.03, 29.04, and pro-rated for Part-time Employees.)
- Article 29A Death in Service (except as provided for in article 29A.01, and pro-rated for Part-time Employees.)
- Article 35 - Position Reduction

2.04 Apprentices shall be paid in accordance with the provisions of the Manpower Development Act, and this Agreement shall apply except for:

- Article 8 – Salaries and Salary Increments
- Article 9 – Probationary and Trial Period
- Article 12 – Acting Incumbency and Responsibility Pay
- Article 35 – Position Reduction
- Schedule A – Salaries Schedule “A”

2.05 This Agreement applies to Casual Employees except for the following:

- Article 9 – Probationary and Trial Period
- Article 22 – Annual Vacation
- Article 23 – Sick Leave
- Article 24 – Workers’ Compensation Supplement
- Article 25 – Special Leave
- Article 26 – Maternity Leave, Parental Leave and Adoption Leave
- Article 27 – Court Leave
- Article 29 – Health Care and Insurance Benefits
- Article 35 – Position Reduction
- Article 37 - Course Allowance (specifically Clauses 37.02, 37.03 and 37.04)

2.06 Notwithstanding Clause 2.05 and Sub-Clause 2.03(c), an Employee hired as a Casual Employee or Temporary Employee hired to a Temporary Position of 12 months or less shall, in lieu of receiving annual vacation leave pursuant to Article 22, be allowed in addition to the Employee’s regular earnings, pay at six (6) percent of the Employee’s regular earnings.

2.07 Notwithstanding Clause 2.03, a Temporary Employee whose position is made permanent shall have the Employee’s service as a Temporary Employee credited towards the service requirements for Clause 23.02 (Sick Leave) and 22.01 (Annual Vacation).

2.08 In administering this agreement the Employer and Union, shall act reasonably, fairly, in good faith, and in a manner consistent with this agreement as a whole.

ARTICLE 3

Management Rights

- 3.01 The Union recognizes that all functions, rights, powers and authority which the University has not specifically abridged, delegated or modified by this Agreement, are retained solely and exclusively by the University.

ARTICLE 4

Union Membership and Dues

- 4.01 Membership in the Union is voluntary.
- 4.02 All Employees shall be required to pay Union dues. The University shall, therefore, as a condition of employment, deduct each pay period the amount of the Union dues as set by the Union from time to time from the pay of all Employees.
- 4.03 The University shall remit Union Dues deducted from the pay of all Employees to the Union by the second (2nd) working day after the last day of the previous month. The remittance of Union dues shall be by Direct Deposit to the Union's bank account. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deduction remitted shall be accompanied by particulars identifying each Employee in a printed form showing Employee number, commencement date, classification, amount of Union dues deducted, name, and last known address.
- 4.04 The Union shall advise the University, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated in writing to the University at least thirty (30) days prior to the effective date of the change.
- 4.05 The University will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.
- 4.06 The Union agrees to indemnify and save the University harmless against any claim or liability arising out of the application of this Article.
- 4.07 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.
- 4.08 The University agrees that it will provide the Chairperson and the Secretary of the Local with a report, on a monthly basis, of any new Employees, or Employees who have permanently or temporarily left the bargaining unit; their job titles, departments, and whether they are permanent, temporary, or casual Employees, the start date and end date, if they are temporary or casual Employees.

ARTICLE 5

Negotiating Committee

- 5.01 The Union Negotiating Committee consists of not more than four (4) persons selected by the Union.
- 5.02 Union Negotiating Committee Members will not lose regular straight-time pay as a result of Negotiating Meetings with the University.

The University will allow Union Negotiating Committee members reasonable time off prior to negotiations to prepare for negotiations. Members will not lose regular straight time pay for two (2) days for the purpose of preparation.

The Union agrees to give the University a minimum of one (1) week notice of meetings held for the purpose of preparation of negotiations.

ARTICLE 6

Union Stewards

- 6.01 The Employer acknowledges the right of the Union to nominate and assign Employees in the bargaining unit as Union Stewards, as official representatives of the Union.
- 6.02 The Union shall furnish a written list to the University, showing the names of the Local Executive and Stewards, and shall keep the list current.
- 6.03 The Union shall determine the number of Union Stewards, having regard to the plan of organization, and the distribution of Employees at the workplace. Should problems arise on the number or distribution of Union Stewards, the Union agrees to consult with the University.
- 6.04 An Employee shall have the right to wear a lapel pin displaying the recognized insignia of the Union.

ARTICLE 7

Time Off for Union Business

- 7.01 Subject to Clause 7.03, time off, without loss of regular earnings, will be provided to those Employees who have been designated as authorized Union representatives to conduct official Union business for the following purposes:
- (a) A Union Steward and complainant for time spent investigating a complaint; and a Union Steward and a grievor for time spent in discussing written grievances as outlined in the grievance procedure; and a Union Steward for time spent at a disciplinary interview.
 - (b) For time spent meeting with the University for meetings of the Joint Worksite Health and Safety Committee as provided by the Occupational Health and Safety Act.

- (c) Representatives of the Union will be allowed reasonable time off from work without loss of pay in order to meet with a representative of the University in connection with matters of mutual interest.
- (d) Monthly Union membership meetings may be held on University premises. The University shall be notified at least two (2) weeks prior to the day of the meeting. Union members may be granted up to two (2) hours from their regular duties to attend such meetings. Attendance at such meetings must be verified by the Union. The time off to attend Union meetings will start no earlier than 2:30 p.m.
- (e) Monthly Union Executive Meetings may be held on University premises. The University shall be notified at least one (1) week prior to the day of the meeting. Executive members may be granted up to two (2) hours from their regular duties to attend such meetings. The time off to attend Executive meetings will start no earlier than 2:30 p.m.

7.02 Time off without pay may be granted for other activities. Such requests will not be unreasonably denied.

7.03 Approval for time off is subject to the operational requirements of the University, and requires the prior approval of the immediate supervisor or designate. Such time off shall not be unreasonably denied.

7.04 To facilitate the administration of Clause 7.02, the University will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater. The University shall bill the Union within thirty (30) calendar days of leave of absence and the Union shall make payment within thirty (30) calendar days of the date of receipt of the invoice.

7.05 The Chairperson of the Local shall be relieved of up to twenty (20) percent of his regularly assigned duties to attend to Local Union business with no loss in pay. Time taken for such business should be planned in such a way as to minimize the effect on the Employee's work unit, and should be approved in advance by the Employee's department supervisor.

ARTICLE 8

Salaries and Salary Increments

8.01 Employees shall be paid for work performed at rates of pay specified by the salary and increment schedule for each classification as set out in Salaries Schedule "A."

8.02 A merit increment is three percent (3%) of annual salary and shall be awarded annually to eligible Employees. Casual Employees shall be eligible for a merit increment after each one thousand eight hundred and twenty (1820) hours of work. A merit increment may be pro-rated to ensure the Employee's salary does not exceed the maximum salary assigned to the Employee's position.

The Employer may award additional increments at the time of the annual performance assessment to recognize sustained outstanding performance and/or significant educational upgrading. The Executive Officer's decision regarding such award shall be final and binding.

The Employer may award a one-time lump sum amount of three percent (3%) at the time of the annual performance assessment to recognize sustained outstanding performance and/or significant educational upgrading for Employees who are at or above the maximum of their salary range. The Executive Officer's decision regarding such award shall be final and binding.

8.03 An annual increment may be withheld if an Employee fails to satisfactorily perform the duties assigned to the Employee.

8.04 The University during the life of this Agreement may with the agreement of the Union:

- (a) alter rates of Employee compensation, or,
- (b) alter any Employee entitlement or Employee's rights

that are contained within this Agreement and upon such agreement, these changes shall become the rates, entitlements, or Employee rights.

8.05 Subject to Clause 8.06, when the University establishes a new position, written notice of such action shall be provided to the Union along with a salary range assignment.

- (a) the Union may request a meeting with the University to discuss the salary range applicable to the new position(s). The Union's request for a meeting must be submitted to the University within fourteen (14) days of the receipt of the University's pay proposal;
- (b) where no agreement is reached on salary range assignment, the Union may submit the issue to arbitration pursuant to the Public Service Employee Relations Act. The Union's request for arbitration must be submitted to the Labour Relations Board within fourteen (14) days of the date on which the meeting was held to discuss the issue;
- (c) notwithstanding Clause 8.03, where the Union has submitted the unresolved issue to arbitration, the University may assign the new position(s) to a salary range subject to final determination by the Arbitration. The decision of the Arbitration Board shall apply to Employees who are still employed on the date the decision is issued.

8.06 When the Union fails to process the matter within the time limits or procedures specified in Clause 8.04, the matter will be deemed to have been abandoned. Time limits under this Article may be extended by mutual agreement between the Parties provided such agreement is in writing.

8.07 When the University establishes new or altered class levels and provides written notice to the Union after notice has been given by either Party to commence collective bargaining under Section 21 of the Public Service Employee Relations Act, the provisions of Clauses 8.04 and 8.05 shall not apply. The rates of pay and other issues shall be subject to collective bargaining under the Act.

ARTICLE 9

Probationary and Trial Period

- 9.01 (a) A Permanent Employee will be considered on probation until the Employee has completed six (6) months of service with the University while in the permanent position.
- (b) Upon initial appointment to a temporary position, an Employee will serve a three (3) month trial period.
- (c) An Employee who has previously been employed by the University may, at the discretion of the University, have all or part of such previous employment considered as part of the probationary period.
- (d) A Temporary Employee whose position is made permanent with no change in job duties shall be credited with all continuous service in that position, for purposes of completing the required probationary period.
- (e) On conversion from casual to permanent salaried status with no change in duties, an Employee's unbroken casual service shall be credited towards completion of the probationary period.
- (f) An Employee on probation or trial who is absent from work for any reason for a consecutive continuous period of five (5) working days or longer will have their probationary or trial period extended by the same amount of time as the consecutive continuous period of absence.
- (g) If found unsuitable during such period, the Employee will not be retained in the service. In determining suitability, the Employer will not treat the Employee in an arbitrary manner, discriminatory manner, or in bad faith.
- 9.02 An Employee is eligible to apply on a job posting while on a probationary or trial period. If the Employee is successful in the new position, the Employee restarts the probation or trial period for the new position.
- 9.03 The University may, subject to Union agreement, extend the probationary period or trial period of an Employee by a further period not to exceed six (6) or three (3) months respectively.
- 9.04 A Permanent Employee who has served at least three (3) months of the probationary period as of July 01 may be eligible for a salary increment upon the successful completion of the probationary period.

9.05 Notwithstanding Article 9.04, a Temporary Employee who becomes a permanent Employee, and has 6 months continuous service at July 01, may be eligible for a salary increment upon successful completion of the probationary period. Such increments shall be retroactive to July 01.

ARTICLE 10

Layoff and Recall

10.01 For the purposes of this Article, the following definitions shall apply:

Layoff: A temporary separation of employment resulting from a lack of work with the intention that the Employee will be recalled at a future date.

Recall: The return to work of an Employee on layoff as work becomes available.

10.02 Employees may be only laid off in accordance with the provisions of this Article.

10.03 Except in circumstances beyond the reasonable control of the University, the notice for the layoff of Employees shall normally be as follows:

(a) fourteen (14) calendar days for all Employees.

10.04 Layoffs within the University will be affected as follows:

(a) Where layoff affects a Casual or Temporary Employee, that Employee's employment shall be terminated.

(b) Where layoff affects a permanent Employee, that Employee may assume the duties of a Temporary or Casual Employee, provided the Permanent Employee has all the required skills, ability and education.

(c) In the event there are no Temporary or Casual Employees, the Permanent Employee may assume the duties of the least senior Permanent Employee provided the Employee has all the required skills, ability, and education.

(d) In cases where an Employee assumes the duties of a position in a lower classification the Employee's salary will be adjusted to the closest salary in the range of that position.

(e) Where a Permanent Employee does not exercise the Employee's right to assume the duties of a Temporary or Casual position or the duties of the least senior Permanent Employee then the Employee shall be considered to have been laid off.

10.05 The time spent by Probationary Employees on layoff will be added to the probationary period at the time of recall.

10.06 For the purposes of Article 11, if the Employee's status prior to layoff was that of an internal applicant, the Employee shall retain such status during the period of layoff.

10.07 An Employee shall be responsible for providing the University with the Employee's current address for recall purposes.

10.08 Seniority shall continue to accumulate during a period of layoff.

- 10.09 An Employee shall receive one week's written notice of recall which shall indicate the reporting time and date.
- 10.10 Seniority is lost and the University shall not be obliged to recall an Employee:
- (a) when the Employee resigns, or
 - (b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the University to recall the Employee, or
 - (c) Upon the expiry of one hundred eighty (180) calendar days, for all Employees, during which time the Employee has not been recalled to work.
- 10.11 If a Permanent Employee has not been recalled within one hundred and eighty (180) calendar days from the date of layoff, the Employee shall be entitled to severance pay in the amount of one month of salary for each year of service to a maximum of twelve (12) months of salary. Severance will not be paid to an Employee who resigned, retired, or failed to return to work when recalled. If a permanent Employee who has been laid off accepts a temporary or casual position, the one hundred and eighty (180) days shall accumulate and if the Employee has not been recalled at the end of this period, the Employee shall receive severance pay.
- 10.12 Should a Permanent Employee's position, while on layoff, be discontinued, the Employee shall be eligible for the provisions of Article 35.
- 10.13 An Employee who is laid off under this Article and who at the commencement of the layoff is participating in the Long Term Disability Plan, the Extended Health Care Plan, the Dental Plan, or the Group Life Insurance Plan, may elect to continue existing coverage under these plans during the layoff period. If the Employee chooses not to continue to submit the total required premium, coverage will cease, and the Employee shall not be entitled to any benefits under these plans. If the Employee elects to maintain coverage the Employee shall submit both the Employer and Employee shares of the premium contributions, unless a Permanent Employee accepts a temporary or casual position, in which case, the Employer will continue to contribute their shares as before the layoff.
- 10.14 This Article does not apply to Employees whose employment is terminated at the end of a specific term of employment.

ARTICLE 11

Posting of Vacancies

- 11.01 Subject to Article 35, Position Establishment Reduction, the University shall post all permanent and established temporary position vacancies prior to filling the vacancies.
- 11.02 The University may post a vacancy both internally and externally; however:
- (a) For positions in the top two (2) classification levels, the position shall be filled by an internal applicant provided such applicant has the required skills, ability, and education to do the job.

- (b) All other positions will be filled by the most qualified applicant. In the case of applicants with otherwise equal qualifications, first consideration shall be given to internal applicants.

- 11.03 In the event the skills, ability, and education of two (2) or more internal applicants are relatively equal, seniority shall prevail.
- 11.04 For the purpose of this Article, internal applicants shall include all Permanent Employees who have completed their probationary period, and all Temporary Employees who have completed six (6) months seniority. Casual Employees are considered to be external applicants.
- 11.05 Where a Temporary Employee has filled a temporary position for one year or more, and the position becomes available for permanent appointment, the position may be exempt from competition and may be filled by the incumbent already working in the position. In such cases, there shall be mutual agreement between the Union and the Employer.
- 11.06 Once the process in 11.02 and 11.03 has been exhausted, the position may be filled by an external applicant.
- 11.07 An Employee who is transferred or promoted by the University shall serve a trial period of one (1) month in the new position. The University shall have the option of returning the Employee to the Employee's former position, or a position comparable to the Employee's former position, during the trial period, either upon its own initiative or upon the request of the Employee.
- 11.08 Notwithstanding the provision of this Article, Employees on layoff status will be given first consideration for vacant permanent positions, provided they have all required skills, ability, and education.

ARTICLE 12

Acting Incumbency & Responsibility Pay

- 12.01 **Acting Incumbency**
An Employee will receive acting pay for the entire acting period, when the Employee is designated temporarily to perform on an acting basis the principal duties of a higher level classification for more than five (5) consecutive work days.
- 12.02 Where an Employee qualifies for acting pay, the Employee shall receive acting pay as follows:
 - (a) One increment in the regular salary range or the minimum of the salary range of the higher classification, whichever is greater.
 - (b) Notwithstanding (a) above, where an Employee is at the top of the regular salary range, the salary will be adjusted upward by five (5) percent.

12.03 Responsibility Pay

An Employee may be designated temporarily to perform on an acting basis the principal duties of a position outside the scope of the bargaining unit. Where the appointment exceeds five (5) work days the Employee's salary will be adjusted by three (3%) percent. Where the acting appointment exceeds twenty-one (21) work days the Employee's salary will be temporarily adjusted to an amount equal to the minimum of the range of the acting position but in any event no less than five (5%) percent. An Employee so assigned shall continue to be covered by the Terms and Conditions of this Collective Agreement.

ARTICLE 13

Training Positions

13.01 A vacant permanent position may be temporarily designated as a training position for a period not to exceed six (6) months.

13.02 The above vacant permanent positions shall first be offered to qualified internal applicants before any externals are considered.

13.03 A training position will be classified one (1) rank lower than the permanent position from which it derives. Sufficient duties or responsibilities will be deleted from the permanent position to warrant the lower classification, which will be reflected in a job description.

13.04 The period of training and the probationary period, if any, should coincide so that the appointment for an indefinite term is accompanied by the restoration of the deleted duties and reclassification of the position to its original rank.

13.05 For purposes of salary, the change from a training position to a permanent position will be considered to be a promotion for the incumbent.

ARTICLE 14

Grievance Procedure

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

A grievance of harassment shall be submitted directly to Level III. The decision of the Executive Officer shall be final and binding on all parties.

14.02 Informal Discussion

Before a grievance is claimed by either Party to this Agreement, an attempt will be made to settle the difference by informal discussion. The aggrieved may be assisted by a Union Steward or Union staff member at this stage.

14.03

Formal Discussion

The aggrieved, Union, the President, or their delegates may request that a written grievance be discussed at Step II or III of the Grievance Procedure.

The aggrieved's request for discussion shall not be unreasonably denied. This discussion shall be recognized as the Employee's opportunity to clarify the circumstances surrounding the Employee's grievance. A Union Steward or Union staff member shall be allowed to be present at any of these discussions, if desired by the aggrieved, in order to assist the aggrieved at this stage. When a request for discussion has been approved, leave with pay shall be allowed to the aggrieved and an accompanying Union Steward and, if travel is involved, reimbursement for travel expenses in accordance with University policies shall be permitted.

14.04

Step I – Supervisor/ Manager

In the event there is no informal resolution of the grievance (Clause 14.02), the Employee who has a grievance shall submit it in writing to the Employee's immediate Supervisor/Manager or designate. The grievance shall be submitted within ten (10) work days of the occurrence of the incident giving rise to the difference. The Supervisor/Manager shall reply in writing within ten (10) work days of the date of the receipt of the Grievance.

Step II – Director or Dean

In the event that the Employee is not satisfied with the response of the Supervisor/ Manager, or the Supervisor/ Manager does not respond within the time limit set forth in Step I, the Employee may submit the matter, in writing, to the Director, Dean or designate within ten (10) work days of the receipt of the Supervisor's response. The Director, Dean or designate shall respond, in writing, to the Employee within ten (10) work days of the receipt of the Employee's written submission.

Step III - Executive Officer

In the event that the Employee is not satisfied with the response of the Director or Dean or the Director or Dean does not respond within the time limit set forth in Step II, the Employee may submit the matter, in writing, to the appropriate Executive Officer within ten (10) work days of the receipt of the Director or Dean's response.

The Executive Officer shall respond, in writing, to the Employee within ten (10) work days of receipt of the Employee's written submission. In the case of a grievance concerning the dismissal of a probationary or trial Employee, under Article 9, the Executive Officer's response shall be the final and binding settlement of the grievance.

Step IV - Adjudication

An Employee, other than a probationary or trial Employee grieving dismissal, who is not satisfied with the Executive Officer's response may submit the grievance to adjudication by notifying the University in writing within ten (10) work days of receipt of the Executive Officer's response.

14.05 Grievances shall be referred to adjudication to a single adjudicator or, upon mutual agreement, a three-member Board. The Adjudicator or Board Chairman shall be appointed by the agreement of the University and the Union. If the University and the Union fail to agree upon an Adjudicator, or Chairman, either Party may request the Labour Relations Board to make such an appointment.

The Parties will endeavor to list acceptable persons to act as a single Arbitrator or Chairman of a three-member Board.

14.06 The Adjudicator or Chairman shall confine the ruling to the specific issue submitted and shall have no power to rule or comment upon an issue not so submitted.

14.07 Each Party shall be responsible for the costs of any witnesses it calls before the Adjudicator or Board.

The Parties shall share equally the fees and expenses of the Adjudicator or Chairman.

14.08 If an Employee or the Union fails to process a grievance within any time limit set forth in this Article, the grievance shall be deemed to have been abandoned. However, the time limits contained in this Article may be extended by mutual agreement of the Parties, provided that such agreement is in writing.

14.09 Policy Grievances

A policy grievance may be initiated where the Union by way of a grievance signed by the President, or the Employer by way of a grievance signed by the President, which seeks to enforce an obligation that is alleged to arise out of this Agreement and the obligation, if any, is not an obligation which may be the subject of a grievance of an Employee. The Employer or the Union may present such a grievance at Step III of the grievance procedure within ten (10) work days of the date upon which the subject of the grievance occurred or within ten (10) work days of the date upon which the aggrieved party first became aware of the subject of the grievance. A copy of the policy grievance shall be forwarded by double registered mail to the other Party.

ARTICLE 15

Discipline

15.01 The University will discipline Employees only for just cause.

15.02 The Employer will schedule an investigation meeting with an Employee with respect to any alleged misconduct which may result in disciplinary action. Employees shall be informed of their right to be accompanied by a Union Rep/Steward and be provided with 24 hours notice to the meeting.

15.03 When an Employee receives discipline, the discipline shall be presented in writing, including the reasons for such actions. Employees shall be notified of the time and place of the disciplinary meeting, and of their right to be accompanied by a Union Rep/Steward. A copy of the disciplinary correspondence will be placed on the Employee's personal file.

ARTICLE 16

Hours of Work

- 16.01 This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per day or per week, or of days of work per week.
- 16.02 The normal hours of work for full-time Employees under the Collective Agreement shall be, seven (7) hours per day, thirty-five (35) hours per week.
- 16.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite and shall not normally be granted within one (1) hour of commencement or termination of the work period.
- 16.04 A meal period of not less than one-half (1/2) hour, and not more than one and one-half (1-1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay.
- 16.05 An Employee who is directed by the Employee's Supervisor to remain on duty during the meal period shall be paid for such meal period at time and one-half (1-1/2X) the Employee's regular rate of pay.
- 16.06 (a) Where hours of work are scheduled for Employees on a rotating or irregular basis, an Employee who is required by the University to change shifts without receiving fifteen and one-half (15-1/2) hours notice, shall be entitled to pay at the overtime rate for the first shift.
- (b) If, in the course of a posted schedule, the Employer changes the Employee's regular scheduled shift (i.e. days to evenings, days to nights or evenings to nights) with less than forty-eight (48) hours notice, the Employee shall be paid at the rate of one and one half times (1.5x) their basic rate of pay for all hours worked on the first (1st) shift of the changed schedule.
- (c) If, in the course of a posted schedule, the Employer changes an Employee's regular scheduled start time and/or end time with less than twenty-four (24) hours notice, the Employee shall be paid at a rate of one and one half times (1.5x) their basic rate of pay for all hours worked outside of the originally scheduled hours, on the first (1st) shift of the changed schedule.
- 16.07 Notwithstanding any of the provisions of this Agreement which appear to the contrary, hours of work may be altered to accommodate such variations as shift starting times, meal periods and the compressed or modified work week provided that:
- (a) the terms and the variations are understood and agreed to by the University, at least two-thirds (2/3) of the Employees in the department involved and the Local, agreement by the University will be through the appropriate Executive Officer;

- (b) the terms of the variations do not result in a reduction of salary to Employees involved;
 - (c) Employees working according to a modified work week system of hours of work shall have overtime compensation and other benefits provided by this Agreement adjusted in a fashion consistent with the variation so as not to increase eligibility for overtime compensation or other benefits.
- 16.08
- (a) Subject to (b), when an Employee is called back to work by the Employee's supervisor for a period in excess of two (2) hours, the Employee shall be paid at the overtime rate for hours worked pursuant to Article 17. No further premiums will apply.
 - (b) Subject to (c), when an Employee is called back to work one or more times within a two (2) hour period by the Employee's supervisor, and the time worked totals less than two (2) hours, the Employee shall be paid at straight time for three (3) hours.
 - (c) For such call back on a paid holiday, the rate of pay shall be time and one half (1-1/2X) for all hours worked up to the equivalent of full normal daily hours and double time (2X) for additional hours worked thereafter.
 - (d) There shall be no minimum guaranteed compensation if the call back is contiguous with a normal working period, but it shall be deemed to be overtime in accordance with Article 17.

ARTICLE 17

Overtime

- 17.01 Employees may be required by the University to work hours in excess of their normal daily or weekly hours. Such overtime shall be authorized in advance by the appropriate department supervisor.
- 17.02
- (a) Employees who work in excess of their normal daily hours of work shall be compensated at a rate of time and one-half (1-1/2X) for the first two (2) hours so worked and at the rate of double (2X) for hours worked in excess of two (2) hours.
 - (b) An Employee may, by agreement with the Employee's Supervisor, take compensating time off (i.e. one and one-half times (1-1/2X)) the overtime or two (2) times the overtime worked in lieu of compensating pay.
- 17.03 Hours worked on regular scheduled days of rest shall be compensated at a rate of time and one half (1-1/2X) for all hours worked, except that where an Employee works two (2) or more regularly scheduled days of rest during a rest period, hours worked on the second and subsequent days of rest worked shall be compensated at a rate of two times (2X). Notwithstanding the above, any hours worked in excess of seven (7) hours on any day of rest shall be compensated at a rate of two times (2X).

- 17.04 Where the Employee works overtime as an extension of the Employee's scheduled working day in excess of two (2) consecutive hours of overtime, the Employee shall receive an unpaid one-half (1/2) hour meal break and reimbursement for reasonable vouchable meal expenses if the Employee continues to work overtime after the said break.
- 17.05 Where the Employee works overtime on their regular days of rest or on Paid Holidays in excess of four (4) hours, the Employee shall receive an unpaid one-half (1/2) hour meal break and reimbursement for reasonable vouchable meal expenses if the Employee continues to work overtime after the said break.
- 17.06 Overtime compensation shall be calculated from the salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in rate.
- 17.07 Part-time Employees may be required to work up to the normal regular hours of a full-time Employee at straight time rates, and shall be eligible for payment at overtime rates for hours worked in excess of that figure.
- 17.08 When an Employee requests, and receives approval from the Employee's Supervisor to work increased weekly hours in order to reduce the number of working days in another week, overtime compensation shall only apply to those hours worked in excess of the normal number of hours of work in the two (2) week period.
- 17.09 An Employee who is required to attend a training course or seminar on the Employee's normal day of work shall be paid at overtime rates for the hours spent on training that are in excess of normal daily hours of work.
- 17.10 An Employee who is required to attend a training course or seminar which necessitates travel outside of the area in which the Employee is employed shall be compensated at overtime rates for the actual hours spent on travel provided such travel time is in excess of the Employee's normal daily or weekly hours of work.

ARTICLE 18

Shift Differential/Weekend Premium/Standby Pay

- 18.01 Where an Employee is scheduled to work shifts, Monday to Friday, and where the majority of the hours in the shift fall between 4:00 P.M. and 8:00 A.M., the Employee shall receive one dollar and twenty-five cents (\$1.25) per hour for working a shift.
- 18.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 16.02. A part-time Employee who works less shall be paid shift differential if the Employee works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- 18.03 At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay for the purposes of computing overtime payments, other premium payments, or any Employee benefit.
- 18.04 A Permanent Employee or a Temporary Employee who works Saturdays or Sundays as part of the Employee's regularly scheduled work week shall receive a weekend premium of one dollar and twenty-five cents (\$1.25) for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not

regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.

18.05 Employees required to be on standby shall be compensated at a rate of one (1) hours pay for each four (4) hours they are on standby.

ARTICLE 19

Personal File

19.01 The personal file referred to in this Article is the personal file of an Employee maintained in Human Resources. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The Employee shall be provided with a copy of all documents at the time they are placed on the Employee's confidential file.

19.02 Access to an Employee's personal 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. The Employee may request a representative of the Union to be present at the time of such examination.

19.03 No disciplinary documents shall be introduced from the personal file as evidence in any grievance proceeding unless the Employee has received a copy in accordance with Clause 15.03 of this Agreement.

19.04 An Employee who has been disciplined may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that the personal file be purged of any record of the disciplinary action. Such request will be granted providing:

- (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period, and
- (b) the disciplinary action is not the subject of, or related to, an unresolved grievance.

19.05 When an Employee has grieved a disciplinary action and the University has either allowed the grievance or reduced the penalty levied against the grievor, the personal file of the Employee shall be amended to reflect this action provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to Adjudication, the award of the Adjudicator shall be final and binding upon the University, and the Employee, and the personal file of the Employee shall be amended to reflect that award.

ARTICLE 20

Retirement, Resignation, Position Abandonment

20.01 The "normal age of retirement" shall be age sixty-five (65). Employees may continue their employment with the Employer past their sixty-fifth (65th) birthday.

- 20.02 (a) Employees should notify Human Resources of their intent to retire at least six (6) months prior to their anticipated date of retirement.
- (b) Employees who do not intend to retire at the "normal age of retirement" should notify Human Resources of their intentions at least one (1) month prior to their sixty-fifth (65th) birthday.

(c) Employees employed after age sixty-five (65) shall be covered in accordance with the provisions of Article 29 – Health Care and Insurance Benefits.

20.03 An Employee is required to provide the University with fourteen (14) work days prior written notice of resignation if the Employee wishes to resign in good standing. In special circumstances, where fourteen (14) work days notice is not possible, a lesser amount of time may be agreed between the Employee and the University.

20.04 An Employee who does not report for a regularly scheduled shift and who has not informed the University shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned the Employee's position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented the Employee from informing their supervisor or designate of their absence, and reporting to their place of work as scheduled.

ARTICLE 21

Paid Holidays

21.01 A full-time Employee shall be entitled to the following holidays with pay and any other holiday proclaimed by the Governments of Alberta or Canada or the Government of the Municipality in which the Employee is regularly employed.

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

In addition, a full-time Employee shall be entitled to three (3) "float" holidays with pay per calendar year, scheduled annually in such a way that working days between Christmas and New Year's Day are paid holidays.

21.02 (a) During the summer months of June, July and August, Employees shall be allowed one (1) paid holiday in addition to the paid holidays listed in Clause 21.01. This holiday must be taken on a proclaimed local Civic Holiday, or in conjunction with a local festival. If neither event occurs (nor is planned) then in receipt of reasonable notice the individual Employee may have a day of the Employee's own choosing.

(b) Effective July 1, 2012, one (1) additional leave day will be granted each calendar year to Employees. This leave day is to be taken subject to the Employer's approval, operational requirements considered and will not to be unreasonably withheld. This day will not be cumulative or paid salary in lieu.

(c) No more than a total of one (1) day under Clause 21.02 (a) and (b) will be allowed during the summer months.

(d) Casual Employees are not eligible for these entitlements listed in Clause 21.02.

21.03 A part-time Employee shall only be entitled to pay for, or time in lieu of, those portions of holidays or float days that occur on days when the Employee would normally have been scheduled to work.

- 21.04 Where a paid holiday falls on the Employee's regular day off, the normal practice will be to grant the immediately following working day as compensating time off.
- 21.05 The Employee, to be eligible for paid holidays, must be at work or on an approved leave the scheduled working day immediately preceding the paid holiday and the scheduled working day immediately following the paid holiday.
- 21.06 When an Employee works on one of the holidays listed in Clause 21.01, the Employee shall receive either:
- (a) the Employee's regular salary plus time and one-half (1 1/2X) for all hours worked up to the equivalent of full normal daily hours and double time (2X) for the additional hours worked thereafter, or,
 - (b) in lieu of the Employee's regular salary, time and one-half (1 1/2X) for all hours worked up to the equivalent of full normal daily hours and double time (2X) for additional hours worked thereafter, plus a day off in lieu with pay.

ARTICLE 22

Annual Vacation

- 22.01 Vacation entitlements with pay for Permanent Full-time Employees shall be as follows:
- (a) An Employee who has completed twelve (12) full calendar months' service as of December 31st, shall receive seventeen (17) work days' vacation,
 - (b) An Employee who has completed five (5) years' service as of December 31st, shall in the subsequent year receive twenty-one (21) work days' vacation,
 - (c) For each subsequent year of service as of December 31, the Employee shall receive one (1) additional day of vacation to a maximum of twenty-seven (27) work days vacation.
 - (d) Notwithstanding Clause 22.01(c), an Employee who has completed twenty-five (25) years of service as of December 31, shall in the subsequent year receive 30 work days of vacation.
- 22.02 An Employee shall not take vacation leave without prior authorization from the Employee's immediate Supervisor.
- 22.03 An Employee who has completed less than twelve (12) full months' service as of December 31st, shall receive one decimal four two (1.42) work days' vacation for each calendar month worked from the commencement of the Employee's service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, the Employee shall earn vacation entitlements from the first (1st) day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, the Employee shall earn vacation entitlements from the first (1st) day of the following month. All calculations which result in decimal four two (.42) or eight four (.84) work day fractions shall be rounded out to the next half or full day, whichever applies.

- 22.04 Employees will be expected to take vacation leave entitlements each calendar year. The University may authorize an accumulation of vacation leave to two (2) years' entitlement. However, no Employee will lose any of his/her vacation entitlements under any circumstances.
- 22.05 Notwithstanding the other provisions of this Article, and subject to operational requirements, an Employee who so requests may be authorized to take vacation leave that has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by the Employee in the following year shall be correspondingly reduced.
- 22.06 Vacation leave shall be earned during the first two (2) months of a leave without pay.
- 22.07 Vacation leave entitlement, to the extent earned, may be applied to an absence due to sickness after the expiration of sick leave entitlement or in conjunction with any period of leave without pay, thereby reducing the period without pay.
- 22.08 An Employee who is leaving the employ of the University or who has been granted salary in lieu of vacation as a special case may receive pay in lieu of vacation leave not taken, at the Employee's regular rate. When the departure date is on or before the fifteenth (15th) day of the month, the Employee shall not earn vacation entitlements for that month. When the departure date is on or after the sixteenth (16th) day of the month, the Employee shall earn vacation entitlements for that month. All calculations which result in work day fractions shall be rounded out to the next half or full day, whichever applies.
- 22.09 A Temporary Employee hired to a temporary position in excess of twelve months shall be entitled to (17) working days vacation per annum accumulated at the rate of (1.42) working days per month.

ARTICLE 23

Sick Leave

- 23.01 **Definition of Terms**
- (a) "Illness" means any illness, injury, or quarantine restriction affecting an Employee, but does not include accidents covered under Workers' Compensation.
 - (b) "Casual Illness" means an illness that causes an Employee to be absent from duty for a period of three (3) consecutive working days or less.
 - (c) "General Illness" means an illness that causes an Employee to be absent from duty for a period of more than three (3) consecutive working days.
- 23.02 **Sick Leave Entitlement**
- (a) Permanent Full-time Employees

(i) Casual Illness

After the first three (3) months of employment, leave with pay for all or part of the period of absence due to Casual Illness shall be allowed, provided that an Employee shall not be allowed a total of more than ten (10) work days in each calendar year as leave of absence with pay on account of Casual Illness. Casual Illness leave will be prorated in a partial year.

An Employee who is ill at work or requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, shall be allowed up to two and a half (2.5) hours time off with pay provided the Employee has authorization from the appropriate Supervisor. This time off will not reduce casual illness leave entitlement.

(ii) General Illness

Leave of absence with pay in each year of employment is allowable on account of General Illness as follows:

- (a) Illness commencing in the first (1st) three (3) months within the first (1st) calendar year; no salary for each of the first (1st) ten (10) work days of illness and thereafter seventy (70%) percent of normal salary for twenty (20) work days of illness.
- (b) Illness commencing in the first (1st) calendar year, but following the third (3rd) month of employment; one hundred (100%) percent of normal salary for each of the first (1st) ten (10) work days of illness and seventy (70%) percent of normal salary for each of the next twenty (20) work days of illness.
- (c) Illness commencing in the second (2nd) calendar year, one hundred (100%) percent of normal salary for each of the first (1st) twenty (20) work days of illness and seventy (70%) percent of normal salary for each of the next ten (10) work days of illness.
- (d) Illness commencing in the third (3rd) calendar year, one hundred (100%) percent of normal salary for each of the first (1st) thirty (30) work days of illness.
- (e) Illness commencing in the fifth (5th) calendar year, one hundred (100%) percent of normal salary for each of the first fifty (50) work days of illness.

(b) Permanent Part-time Employees

(i) Casual Illness

Leave with pay on account of Casual Illness may be granted on the same basis as for Permanent Full-time Employees but proportionate to the Employee's normal hours of work.

(ii) **General Illness**

Leave with pay on account of General Illness shall be provided on the same basis for Permanent Full-time Employees but proportionate to the Employee's normal hours of work.

(c) **Temporary Employees**

(i) A Temporary Employee who has completed three (3) months continuous full-time service will be allowed up to ten (10) days illness leave with pay in each calendar year (pro-rated for part-time employees and pro-rated for a partial year).

(ii) A Temporary Employee shall in his or her twenty-fifth (25) month of employment be eligible for leave of absence with pay in each calendar year on account of General Illness (pro-rated for part-time employees and pro-rated for a partial year) as follows:

(a) Illness commencing in the third (3rd) calendar year, one hundred (100%) percent of normal salary for each of the first (1st) thirty (30) work days of illness.

(b) Illness commencing in the fifth (5th) calendar year, one hundred (100%) percent of normal salary for each of the first fifty (50) work days of illness.

(d) **Permanent and Temporary Employees**

Notwithstanding Clause 23.02, Sub-Clause (a)(ii), and 23.02(c) Permanent Full-time Employees, Permanent Part-time Employees and Temporary Employees hired prior to the first day of April 1987 shall be eligible for one hundred (100) days sick leave at one hundred (100%) percent salary, during any one calendar year, pro-rated for Permanent Part-time Employees subject to the other provisions of this Article.

23.03

Conditions of Illness Entitlement

(a) A Permanent or an eligible Temporary Employee who returns to active work and performs the Employee's normal duties on the Employee's regular schedule for not less than twenty (20) consecutive working days following a period of leave on account of General Illness will have any General Illness Leave days used for which normal salary was paid at the rate of one hundred (100%) percent, reinstated for future use at the rate of seventy (70%) percent of normal salary, within the same calendar year. General Illness Leave days used for which normal salary was paid at the rate of seventy (70%) percent shall be reinstated for future use within the same calendar year, at the rate of seventy (70%) percent of normal salary.

(b) When an absence on account of illness continues from one of the above noted calendar years into the next, the period of leave with pay in respect to that

absence is determined according to the calendar year in which the absence commenced.

- (c) Illness entitlement for an Employee who is on General Illness, Short Term Disability or Long Term Disability at the commencement of a new calendar year, shall continue from the prior calendar year and illness entitlements for the new calendar year shall not be credited to the Employee until the Employee returns to active work for a period of not less than twenty (20) consecutive working days.
- (d) When a day designated as a Paid Holiday under Article 21 falls within a period of General Illness, it shall be counted as a day of General Illness and under no circumstances shall an Employee be entitled to both Sick Leave and Paid Holiday benefits for the same day.

23.04 An Employee who is unable to report for duty due to illness is required to inform the Employee's immediate Supervisor or designate within one (1) hour prior to the time the Employee was to report for duty.

23.05 An Employee may be disqualified from receiving benefits under this Article and/or benefits pursuant to the Short Term or Long Term Disability Insurance Plans if the Employee refuses to accept work that, in the opinion of a physician, the Employee is capable of performing.

23.06 Notwithstanding Clauses 23.01 and 23.02, an Employee is not eligible to receive sick leave benefits under this Article if:

- (a) the absence is due to an injury sustained while concurrently in the employ of any other Employer, where the injury is covered by Workers' Compensation, nor is the Employee eligible for any sick leave benefits for any subsequent absence caused by that injury, where the absence is covered by Workers' Compensation, or,
- (b) the absence is due to an intentionally self-inflicted injury.

23.07 When an Employee has been on General Illness Leave and wishes to return to work, the University may require the Employee to provide medical evidence stating that the Employee is fit to perform all regular duties prior to the Employee's return to work.

23.08 An Employee may be required to provide acceptable proof of illness where there is an indication of misuse of casual illness or any general illness in excess of three (3) days in duration. Such requirement shall be communicated to the Employee by the appropriate supervisor, prior to the Employee's return to work.

23.09 (a) The University may require that an Employee be examined by a physician appointed by the University:

- (i) in the case of prolonged or frequent absence because of illness or,
- (ii) where the University considers that an Employee is unable to satisfactorily perform the Employee's duties due to disability or illness, or

- (iii) where there is an indication of misuse of illness leave.
 - (b) The report of the Physician shall contain conclusions and recommendations relating to any limitations or restrictions concerning the Employee's ability to perform the duties of the Employee's position and medical information leading to those conclusions. Upon request of the employee, a copy of the report of the examining physician shall be sent to the Employee's physician.
 - (c) Expenses incurred under this Clause shall be paid by the University.
- 23.10 Where an Employee has been examined under the provision of Clause 23.09 and is also applying for Long Term Disability benefits, a copy of the report of the examining physician shall be considered as part of the Employee's application.
- 23.11 The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses that can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- 23.12 The Parties agree that benefits as provided in this Article are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 24

Workers' Compensation Supplement

- 24.01 If a Permanent Employee sustains an injury in the course of the Employee's duties with the University which causes the Employee to be absent from work and eligible to receive Workers' Compensation, the Employee shall be paid the difference between the Employee's regular full salary and the Workers' Compensation during the period the Employee is required to remain off work up to one hundred (100) consecutive work days.
- 24.02 If a Temporary Employee sustains an injury in the course of the Employee's duties with the University which causes the Employee to be absent from work and eligible to receive Workers' Compensation, the Employee shall be paid the difference between the Employee's temporary full salary and the Workers' Compensation for the remainder of the contracted period or one hundred (100) consecutive working days, whichever is less.
- 24.03 If the Employee has not returned to work due to injury before the one hundred (100) day period has expired, the Employee shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the Employee may be entitled under the provisions of the Long Term Disability Plan.
- 24.04 The provisions of Clause 24.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury payable under this Supplement, unless the Employee has not used the total eligibility period in which the unexpended period of eligibility may be applied.
- 24.05 If an Employee uses the total benefit provided for in any one calendar year, the Employee is not entitled to any further benefit for that year.

- 24.06 When an absence due to a compensable injury continues from one of the above noted calendar years into the next, the period during which the Supplement will be paid is determined according to the calendar year in which the absence commenced.
- 24.07 When a day designated as a paid holiday under Article 21 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 24.08 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 24.01.
- 24.09 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while the Employee is unable to work because of injury.

ARTICLE 25

Special Leave

- 25.01 An Employee not on leave of absence without pay shall be granted, upon application and approval, special leave as described below, at the Employee's basic rate of pay. This approval will not be unreasonably denied. The circumstances under which special leave is granted are subject to Clause 25.02, to a maximum of ten (10) working days per calendar year:
- (a) illness within the immediate family,
 - (b) bereavement,
 - (c) travel time for illness within the immediate family or bereavement,
 - (d) moving household effects,
 - (e) administration of estate,
 - (f) disaster conditions,
 - (g) to attend courses, study for, and/or write examination(s) for course(s),
 - (h) be present at birth or adoption proceedings,
 - (i) attend formal hearing to become Canadian citizen.
 - (j) attend specialist appointment.
 - (k) attend medical, dental, physiotherapy, optical or professional counseling appointments with a dependant family member.

- (l) attend a funeral as a mourner.

25.02

For purposes of determining eligibility for special leave under Clause 25.01, the following provisions shall apply:

- (a) illness within the immediate family - leave of absence shall be granted for the purpose of taking care of the person that is ill. Immediate family shall mean: spouse, (including common-law spouse), son, daughter, mother, father, brother, sister or a person the Employee has legal 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), parent, guardian, parent-in-law, grandparent, grandparent-in-law, grandchild, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, nephew, niece, aunt or uncle;
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances are involved;
- (d) moving of household effects shall apply to an Employee who maintains a self-contained household and who changes the Employee's place of residence, which necessitates the moving of the Employee's household effects during the Employee's normal working hours. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;
- (e) administration of estate shall apply only when an Employee has been designated as an executor of the estate for the deceased and the Employee must provide documentation showing current involvement in administering an estate;
- (f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire) which cannot be served by others or attended to by the Employee at a time when the Employee is normally off duty;
- (g) to attend courses, study for, and/or write examinations for courses which have been approved by the Employer;
- (h) birth and adoption proceedings for the Employee's own child;
- (i) the Employee and/or immediate family are eligible to be present at the citizenship hearing.
- (j) to attend appointment with medical or dental specialist, for Employee or members of the immediate family, where travel in excess of 100 kilometres is required.

25.03

Special leave may be granted more than once for the same circumstances within the calendar year, provided that the total special leave granted does not exceed ten (10)

working days per calendar year, unless additional special leave is approved by the appropriate Director or Dean.

- 25.04 Two (2) weeks notice may be required for leave requested in Clause 25.01 Sub-Clause (d).

ARTICLE 26

Maternity Leave, Parental Leave and Adoption Leave

- 26.01 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 and all the requirements thereto.

The University may institute a SEB Plan (Supplementary Employment Benefit Plan) to defray part of the cost of such health related absence. If such a SEB plan is established, Employees on Maternity Leave shall apply for benefits under the plan.

- 26.02 An Employee who has completed nine (9) months of continuous service before commencing leave shall be granted up to fifteen (15) weeks maternity leave without pay and up to thirty-seven (37) weeks parental leave without pay. A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case shall give the Supervisor at least two (2) weeks notice in writing of the date of which the Employee intends to commence maternity leave.

- 26.03 An Employee who has completed nine (9) months of continuous service before commencing leave shall be granted a minimum of thirty-seven (37) weeks parental or adoption leave except where a shorter period is requested by the Employee. Both parents may access parental leave; however, the combination of leaves cannot exceed twelve (12) months.

- 26.04 The University will maintain its share of the Extended Health Care Plan (Article 29.05(b)), Group Dental Insurance Plan (Article 29.05(c), Group Life (Article 29.05(a)), Spousal and Dependant Life (Article 29.05(f), and Long Term Disability (Article 29.05(d), for any Employee granted leave without pay for maternity, parental or adoption purposes, to a maximum of twelve (12) months.

- 26.05 An Employee granted leave without pay pursuant to Clauses 26.01 and 26.03 shall upon return to work, be returned to the Employee's former position or be placed in another comparable position at not less than the same salary that has accrued to the Employee prior to commencing leave, and at the same level of benefits that is applicable to Employees in the Employee's classification. An Employee intending to return to work should notify the Supervisor as soon as possible prior to the date of return, but in any case will be required to give four (4) weeks notice in writing of the Employee's intention to return to work.

- 26.06 The Employee, in consultation with the Employee's physician, shall determine the date that maternity leave is to commence except where the pregnancy of the Employee interferes with the performance of the Employee's duties.
- 26.07 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that the Employee is no longer able to carry out full normal duties, the Employee may commence maternity leave at an earlier date.
- 26.08 Notwithstanding any other provision in this Agreement, if during the twelve (12) week period preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of the Employee's duties, the University may, by notice in writing to the Employee, require that the Employee proceed on maternity leave.
- 26.09 Notwithstanding anything to the contrary in this Article, an Employee on a temporary contract is eligible for maternity, parental or adoption leave. Such leave shall not extend beyond the term of the contract for that Employee.
- 26.10 A pregnant Employee who presents medical evidence from the Employee's physician that satisfies the University that continued employment in the Employee's present position may be hazardous to the Employee or her unborn child may request a temporary transfer to a more suitable position if one is available. Where no suitable position is available the Employee may, if eligible, apply for immediate commencement of maternity leave. In the event that such maternity leave must commence in the early stages of pregnancy and thus results in the need for an absence from work of more than six (6) months, the Employee may apply for further leave without pay as provided for in this Agreement.

ARTICLE 27

Court Leave

- 27.01 When an Employee is summoned or subpoenaed as witness or a defendant to appear in Court in the Employee's official capacity to give evidence or to produce University records, the Employee shall be allowed leave with pay, but any witness fee received by the Employee shall be paid to the University.
- 27.02 When an Employee is summoned or subpoenaed as a witness in the Employee's private capacity, or to be present in the selection of a jury, or is required to act as a juror:
- (a) at a location within the Province of Alberta, the Employee shall be allowed leave with pay, but any witness or juror's fee received by the Employee shall be paid to the University.
 - (b) at a location outside the Province of Alberta, the Employee may be allowed leave with pay if authorized by the University, but any witness fee received by the Employee shall be paid to the University.
- 27.03 The University may require the Employee to furnish a certificate of service from an Officer of the Court before making any payment under this Article.

ARTICLE 28

Leave Without Pay

- 28.01 Where operational requirements permit leave without pay shall be granted to an Employee. Request for such leave shall normally be submitted in writing at least twenty-one (21) days in advance of the anticipated date of commencement of such leave. Applications for the purposes of standing for or holding political office shall not be inconsistent with the Article. Notwithstanding, shorter notice will be considered. All requests should be forwarded to the appropriate Executive Officer.
- 28.02 An Employee on a leave of absence without pay, if eligible, must bear the full cost of continued participation in the benefit programs.

ARTICLE 29

Health Care and Insurance Benefits

- 29.01 Eligible Employees in regards to insurance and health benefits shall be defined as Employees appointed to a Permanent Position. Premiums for part-time employees will be applied on a pro-rated basis.
- 29.02 Employees appointed to a Temporary Position that extends beyond twelve (12) months shall be eligible for Group Life Insurance, Extended Health Care Plan, and Spousal and Dependent Life Insurance. Such eligibility shall commence on the thirteenth (13) month of employment. Premiums for part-time employees will be applied on a pro-rated basis.
- 29.03 Employees appointed to a temporary position that extends beyond twenty-four (24) months shall be eligible for Group Life Insurance, Extended Health Care Plan, and Spousal and Dependent Life Insurance. In addition, they will be eligible for Group Dental Insurance Plan, Long Term Disability Plan, and Short Term Disability Plan. Such eligibility shall commence on the twenty-fifth (25) month of employment. Premiums for part-time employees will be applied on a pro-rated basis.
- 29.04 In all cases, all Employees shall be covered in accordance with the provisions of the Plan carriers.
- 29.05 The University agrees to provide and maintain the following plans subject to the noted conditions:

(a) Group Life and Accident Insurance Plan;

The Employer shall pay one hundred percent (100%) of the monthly premium cost of the plan for all eligible Employees to a maximum of the premium cost. The Employer will continue to pay these costs until the next Collective Agreement becomes effective.

(b) Extended Health Care Plan;

- (i) The University shall pay the monthly premium cost of the plan for all eligible Employees to a maximum of the premium cost as follows:

Single Rate	Family Rate
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\$60.71	\$144.34
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The Employer will continue to pay these costs until the next Collective Agreement becomes effective. The Employer and Employees will each pay 50 per cent of any increase above this amount.

- (ii) The University shall pay the monthly premium costs of a Vision Care Plan for all Employees to a maximum of the premium cost as follows:

Single Rate	Family Rate
\$4.20	\$9.87

The Employer will continue to pay these costs until the next Collective Agreement becomes effective. The Employer and Employees will each pay 50 per cent of any increase above this amount.

The plan will provide a payment of three hundred dollars \$300.00 every two years towards the cost of lens and/or frames, for all eligible employees, spouses and dependants.

- (iii) The plan will provide a prescription drug least cost alternative with a prescriber choice feature on physician’s recommendation.

(c) Group Dental Insurance Plan;

The University shall pay the monthly premium cost of the plan for all eligible Employees to a maximum of the premium cost as follows:

Single Rate	Family Rate
\$43.53	\$124.06

The Employer will continue to pay these costs until the next Collective Agreement becomes effective. The Employer and Employees will each pay 50 per cent of any increase above this amount.

The Group Dental Insurance Plan shall include:

Basic and Additional Basic Coverage	100%
Major Dental	80%
Orthodontia	50%

to a maximum as specified in the agreed to carrier fee guide.

(d) Long Term Disability Insurance Plan;

The University shall pay one hundred percent (100%) of the monthly premium cost of the plan for all eligible Employees

(e) Short Term Disability Insurance Plan;

The University shall fund the premiums required for the plan for all participating Employees for the life of this Agreement.

(f) Spousal and Dependant Life Insurance;

The University shall fund the premiums required to provide spousal and dependant life insurance:

\$10,000.00 for Spouse and \$5,000.00 for each Dependant.

(g) To facilitate savings, the rates in 29.05(b)(i), 29.05(b)(ii), and 29.05(c) can be combined such that the Employer shall pay a maximum combined premium as follows:

Single Rate	Family Rate
\$108.44	\$278.27

29.06 Each Employee will be provided with a summary of the terms and conditions of each benefit listed above.

29.07 The current conditions of eligibility and levels of benefits will be maintained during the life of this Agreement and shall not be altered without the consent of the Parties.

29.08 The University shall retain the full amount of any premium reduction or rebate allowable on employment insurance by the Employment Insurance Commission that is granted as a result of the benefits covering University Employees to which this Agreement applies.

The amount of the premium reduction or rebate shall be made known to the Chairperson of Local 069 upon request.

29.09 The premium reduction or rebate referred to in Clause 29.08 shall be recognized as the Employee's contribution towards the benefits provided.

29.10 The University shall pay one hundred percent (100%) of the monthly premium costs for all Health Care and Insurance Benefits, while an eligible Employee is in receipt of Long Term Disability benefits.

ARTICLE 29A

Death in Service

29A.01 In the event of the death of a Permanent Employee (Full-time or Part-time) or a Temporary Employee (Full-time or Part-time), the University shall pay to the Employee's designated beneficiary two (2) times the average monthly pay received by the Employee over the Employee's last three (3) calendar months of employment. Such payment shall include any partial month of salary due and shall be in addition to any earned vacation leave entitlement. Where a beneficiary has not been designated, payments under these provisions will be made to the Employee's estate.

ARTICLE 30

Notice

30.01 Notice shall be deemed to have been given if sent by registered mail as shown below:

Athabasca University

The President
Athabasca University
1 University Drive
Athabasca, Alberta
Canada T9S 3A3

The Alberta Union of Provincial Employees

The President
The Alberta Union of Provincial Employees
10451 - 170 Street, NW
Edmonton, Alberta
Canada T5P 4S7

The Employee

The last known address of the Employee.

ARTICLE 31

Health and Safety

- 31.01 The University and the Union support the concept of having an Occupational Health and Safety program and agree to establish a joint Occupational Health and Safety Committee on the campus.
- 31.02 The Occupational Health and Safety Committee shall consider such matters as Occupational Health and Safety, and shall, if required, make recommendations to the University regarding such matters.
- 31.03 The University shall ensure, as far as it is reasonably practicable for it to do so, the Occupational Health and Safety of its Employees.
- 31.04 Each Employee shall take reasonable care to protect the Occupational Health and Safety of themselves and of other workers at the place of work.
- 31.05 An Employee shall immediately notify the Employee's Supervisor or designate when the Employee has an accident that results in injury or has the potential of causing serious injury (as defined by the Alberta Occupational Health and Safety Act).
- 31.06 The University shall, as soon as possible, notify the President of the Union or designate of the occurrence of a serious injury or accident involving an Employee member.

- 31.07 An Employee who becomes aware of an Occupational Health or Safety concern at the Employee's worksite shall immediately notify the Employee's Supervisor or designate.
- 31.08 The University and the Union agree that the Occupational Health and Safety of Employees is greatly dependent upon the active participation of everyone, and that any concerns or problems arising from matters of Occupational Health and Safety shall be referred to the Occupational Health and Safety Committee established above.
- 31.09 The President or designate, shall notify the President of the Union or his designate, immediately upon becoming aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at a worksite.

ARTICLE 32

Long Service Increment (LSI) for Long Term Employees

- 32.01 An Employee shall be awarded a first Long Service Increment when the following conditions are met:
- (a) An Employee has a minimum of six (6) years of service with the University and during one (1) of those years, the Employee's salary is at the maximum of the salary range for the Employee's position. An Employee is eligible for a second, third, and fourth LSI after they have met the criteria below and completed one (1) years continuous service since receipt of the previous LSI.
 - (b) Payment of a Long Service Increment is subject to satisfactory performance in the previous year.

Time Past Maximum Salary	LSI Placement
<12 months	Not Eligible
12 - 23 months	1
24 - 35 months	2
36 - 47 months	3
48 - 59 months	4

ARTICLE 33

Seniority

- 33.01 This Article is for seniority purposes only and should not be applied to determination of entitlements under the following articles: Article 22 Annual Vacation, Article 23 Sick Leave, Article 26 Maternity, Parental and Adoption Leave, Article 29 Insurance and Health Benefits and Article 32 Long Service Increment (LSI) for Long Term Employees.
- 33.02 The names of Employees shall be placed on the seniority list immediately upon being employed in a position covered by this Agreement. Casual Employees will not accumulate seniority under this Agreement.
- 33.03 A seniority list will be maintained by the University, and will be sent to the AUPE Local 069 Chairperson and posted in January of each year. Such list will show the Employee's name, status (Temporary or Permanent) and seniority date.

- 33.04 Challenges respecting seniority status must be submitted in writing to Human Resources within 60 calendar days from the date the seniority lists are posted. When proof of the error is presented by an Employee or the Employee's representative, such error will be corrected and when so corrected the agreed upon seniority date will be final. No change shall be made in the existing seniority status of an Employee unless concurred to by the Local Chairperson.
- 33.05 Approved leaves of absence with or without pay will not reduce the Employee's seniority.
- 33.06 Where two or more Employees have the same seniority date, highest seniority will be determined by the lowest Employee number.
- 33.07 Termination of any kind will result in the loss of seniority with the following exceptions.
- (a) The Employee returns to the University within six (6) months of termination to a temporary or permanent position. In that event, the Employee's seniority date will be adjusted to the most recent date of hire, however, when a Permanent or Temporary Employee returns to the University within six (6) months after the last day worked, the Employee shall have previous service recognized for the purpose of vacation entitlement and illness leave entitlement only.
 - (b) When a Temporary or Permanent Employee, after termination, returns to a temporary or permanent position within thirty (30) calendar days, no loss of seniority shall result.

ARTICLE 34

Position Descriptions and Performance Assessment

- 34.01 The duties and responsibilities associated with a position shall be discussed with the Employee and made available to the Employee, in writing, in the form of a role or position description.
- 34.02 An Employee's performance of the duties and responsibilities associated with the Employee's position will be subject to continuing review and formal annual assessment by the appropriate Supervisor. The formal written assessment shall form part of the Employee's personal file.

ARTICLE 35

Position Reduction

Where the Employer determines a reduction of Permanent occupied position(s) is necessary, the Employer will meet with the Union to advise of the position reduction.

- 35.01 (a) For the purposes of this Article, the following definitions shall apply:
- (i) Discontinuation: where a Permanent position is determined, at the sole discretion of the University, to be no longer necessary to the University's operations.

- (ii) Displacement: where a Permanent Employee is displaced from an existing Permanent position by another Permanent Employee as a direct result of the application of Article 35.02 (b).
- (b) Where the University considers it necessary to discontinue a position held by a Permanent Employee, the University shall provide the Employee with at least three (3) months written notice of such discontinuance, including reasons for such action. The Union will be provided with a copy of the notice.
- (c) When an Employee is on approved leave of absence, or workers' compensation benefits, or long-term disability insurance benefits, the notice of reduction and consultation meeting shall be served when the Employee has provided notice of readiness to return to work. The Employer may serve notice of position reduction to an Employee who occupies the Leave Replacement Position.
- (d) This Article does not apply to Probationary Employees.

35.02

A Permanent Employee whose position has been discontinued,

- (a) may elect to receive severance pay, in the amount of one (1) month's salary for each year of continuous service to a maximum of twelve (12) month's salary on the date of discontinuance; or,
- (b) in consultation with the University and the Union for the purposes of making an informed choice, the Employee, provided they are qualified may, within thirty (30) days of the date of notice of discontinuation being provided in writing to the Employee, select one of the following options:
 - (i) assume any available vacant Permanent position within the same or a lower salary Range within the bargaining unit; or,
 - (ii) assume any available vacant Temporary or Casual position within the bargaining unit; or
 - (iii) assume the duties of a Temporary or Casual Employee; or
 - (iv) assume the duties of the least senior Permanent Employee and at a minimum of the same FTE and within the same salary Range as specified in Schedule A to this Agreement. The Employee may chose to displace the least senior Permanent Employee from any location or the least senior Permanent Employee within their current municipality; or,
 - (v) assume the duties of a less senior Permanent Employee in a lower classification and/or salary Range; or
 - (vi) elect a vesting period of nine (9) months from the date of notice of discontinuation or displacement provided to the Employee. Where a vacant Permanent position for which they are qualified, at a minimum of the same FTE and within the same salary Range as specified in Schedule A to this Agreement becomes available, this position will be offered to the Employee. If the Employee refuses this position, they will receive severance as per 35.02 (a).

- (c) In the case of selection of options provided in 35.02 (b) (ii), (iii) the Permanent Employee will retain a first right of refusal of any available vacant Permanent position within the bargaining unit for which the Employee is qualified for a vesting period of nine (9) months from the date of notice of discontinuation being provided in writing to the Employee.
- (d) Where there is no break of continuous employment as a result of the Employee exercising their rights provided in 35.02 (b) (ii), (iii), then the vesting period provided in Article 35.02 (c) will not commence until the end of the Temporary or Casual position(s), at which time the Employee will commence the vesting period of nine (9) months.
- (e) Where more than one (1) Employee's position has been discontinued, the affected Employees shall be offered all of the options specified in Article 35.02 of this Agreement in order of their seniority with the University.
- (f) Where a Permanent Employee has been displaced as a result of the application of Article 35.02(b)(iv) or (v), they shall be able to exercise the rights provided under Article 35.02, excepting that where the Employee elects options as provided within Article 35.02(b), that selection of options shall be limited to not longer than fourteen (14) calendar days from the date of notice of displacement being provided in writing to the Employee and the Union.
- (g) In cases where an Employee assumes the duties of a position in a lower classification and/or salary Range the Employee's salary will be adjusted to the closest salary in the range of that position.
- (h) Where a Permanent employee is discontinued or displaced and they exercise their rights under Article 35.02 (b) the result of which is they assume the duties of a position in a lower classification or salary range, the Employee will receive pay at their original rate of pay during the three (3) month notice period.
- (i) Where a Permanent Employee does not exercise the Employee's rights under Article 35.02 (b) of this Agreement within the period of notice provided in Article 35.02(b) or 35.02(f) then the Employee shall be considered to have selected severance pay under Article 35.02 (a).

35.03 A Permanent Employee whose position has been discontinued/displaced and who has not found continuing alternate employment within the bargaining unit, shall be eligible for severance pay in the amount of one (1) month's salary for each year of continuous service to a maximum of twelve (12) month's salary payable at the date of position discontinuance/displacement or at the conclusion of the vesting period established in Clause 35.02, at the option of the Employee.

35.04 An Employee who receives severance pay pursuant to Clause 35.03 and is subsequently rehired shall not be paid twice for the same period.

35.05 A Permanent Employee whose position has been discontinued/displaced and who, in the opinion of the University, has the potential to be retrained for another available permanent position in the bargaining unit shall be eligible for training in accordance with the University policies.

- 35.06 During the period of notice of position discontinuance/displacement set out in Clause 35.01, the University will allow the affected Employee a reasonable amount of time-off with pay to be interviewed by prospective Employers.
- 35.07 Clause 35.01, 35.02, 35.03, 35.04, and 35.05 shall not apply to a position discontinuance of a temporary nature caused by fire, flood, earthquake, or other act of God, or by a work stoppage requiring closure of all or part of the University.
- 35.08 Upon notification that an employee's position is to be relocated to a locality outside of the current municipality, the affected Employees may choose to relocate and maintain their current positions with the Employer or accept severance in the amount set out in 35.02 (a), during the three (3) month notice period, from notification to relocation date. All reasonable relocation expenses will be at the expense of the Employer.

ARTICLE 36

No Discrimination

- 36.01 The Employer agrees that there shall be no discrimination exercised or practised with respect to any Employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, mental or physical disability, nor by reason of his membership or activity in the Union or any other reason.

ARTICLE 37

Course Allowance

- 37.01 AUPE members, spouses and dependents may take unlimited challenge exams at no cost to the Employee without prejudice to the fees exemption benefit and the following Registry fees will also be waived: prior learning assessment fee, evaluation fee, letter of permission fee, change of credential fee, multiple examination request fee, re-registration fees, processing fee for withdrawal fee, extension fee, transcript fee, and rewriting exams fee.
- 37.02 Tuition for an Athabasca University program will be waived for one (1) six (6) credit or two (2) three (3) credit undergraduate or graduate course(s) or equivalent course credit weight per annum for the Employee and the Employee's spouse or dependents.
- 37.03 Tuition reimbursement for an Athabasca University program for Employees, spouses, and dependents will be provided upon successful completion for courses in excess of the one (1) six (6) credit or two (2) three (3) credit courses as provided for in 37.02, or equivalent credit weight where appropriate, per annum to the maximum of a full load equivalent.
- 37.04 The University agrees to advance funds to allow Employees to utilize this provision of the Collective Agreement.

ARTICLE 38

Term and Effective Date

- 38.01 The term of this Collective Agreement shall be effective from July 01, 2011, and shall remain in force and effect until June 30, 2013, and from year to year thereafter unless amended or terminated. Notification of desire to amend may be given in writing by either Party during the period prior to its expiration of not more than one hundred and twenty (120) calendar days, and not less than sixty (60) calendar days.
- 38.02 Schedule A shall be amended effective July 1, 2011 to adjust all ranges by two percent (2.00%), and effective July 1, 2012 two and one half (2.50%) percent. Point bands shall be included in all ranges.
- 38.03 The terms and conditions of this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed.
- 38.04 In the event that any law passed by the Government of Alberta or Canada renders null and void, or alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Public Service Employee Relations Act, a satisfactory provision to be substituted for the provision rendered null and void, or altered.

ARTICLE 39

Distribution of Agreement

- 39.01 The Employer will distribute the Collective Agreement on the Athabasca University Internet in a format that can be downloaded and printed. Each party agrees to pay the full cost of printing copies for their own distribution.

ARTICLE 40

Staff Training and Professional Development

- 40.01 The Employer will continue to maintain policies and procedures governing Employee training and development. These will include in-service training, in-house courses, external training, and other activities that will enhance current and potential Employee performance in contributing to the achievement of University goals and objectives.
- 40.02 The Union Executive Committee will be consulted through the regular meetings of the Labour Management Committee on any policy issues and changes with respect to training and development.

ARTICLE 41

Discretionary Benefit Fund

- 41.01 A Discretionary Benefit Fund shall be established effective July 1, 2009.
- 41.02 Each Permanent Full-Time staff member shall receive an annual amount of eight hundred seventy-five dollars (\$875.00).
- Permanent Part-Time staff members shall receive a pro-rated annual amount.
- Allotments are awarded on July 1st of each year. Eligible staff members appointed after July 1st, shall receive a pro-rated amount reduced by 1/12th of the allotment per month past July 1st.
- 41.03 On or before May 31st each year, eligible staff members will determine the allocation of the individual annual amount to the Healthcare Spending Account or to be paid, after lawful deductions, as a cash payment, and inform Human Resources in writing. Cash payments will be processed by July 31st of each year. Staff members who have not made an allocation choice by May 31st, will have their funds default to the Healthcare Spending Account.
- 41.04 The Healthcare Spending Account shall be managed by the Benefit Plan carriers.
- 41.05 Funds in the staff member's Healthcare Spending Account may be used to offset the staff member's share of premium increases that may occur with respect to Extended Health Care Plan and Group Dental Insurance Plan.
- 41.06 Funds in any staff member's Healthcare Spending Account must be used within two years.

LETTER OF UNDERSTANDING
Between
The Governors of Athabasca University
And
The Alberta Union of Provincial Employees, Local 069
Re: Contracting Out

The Parties agree to the following:

There will be no Contracting Out of the work currently performed within the Bargaining Unit, which results in the termination of employment.

This Letter of Understanding will expire on June 30, 2013.

ON BEHALF OF
THE GOVERNORS OF
ATHABASCA UNIVERSITY

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

Between

The Governors of Athabasca University

And

The Alberta Union of Provincial Employees, Local 069

Re: Joint Benefits Committee and Benefits Plan Reporting

The parties agree as follows:

1. The Joint Benefits Review Committee consists of two (2) persons named by each party plus representatives from other benefits plan stakeholder groups that choose to participate in the deliberations of the Committee. The Committee shall have a mandate to:
 - review all plans with respect to experience, administration, adequacy of coverage, rates, plan design, and comparison to similar institutions, and recommend to their principals such alterations to any plan(s) it deems necessary or desirable;
 - maintain a strategy and implementation program for cost containment;
 - review, in such a way as to not breach the confidentiality of individuals, all known problems arising with respect to the application of the benefits plans.
 - maintain the \$6 dispensing fee cap for drugs under Extended Health Plan effective with the ratification of the agreement.
2. The Employer will supply AUPE with a copy of the master policy of each of the Plans specified in Article 29 and copies of all correspondence, other than corresponding dealing with individual claims, between the Employer, the carriers of the respective plans, and consultants with respect to the Plans specified in Article 29.
3. The Joint Benefits Review Committee shall remain in full force and effect for the life of the collective agreement.

ON BEHALF OF
THE GOVERNORS OF
ATHABASCA UNIVERSITY

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING
Between
The Governors of Athabasca University
And

The Alberta Union of Provincial Employees, Local 069

Re: Casual Labourer/Clerical

The parties agree as follows:

1. Employees hired to perform single function, repetitive, basic tasks with no job skill training requirement will be paid effective July 1, 2010, \$ 12.66 per hour providing that the duration of the work is no greater than one month or thirty working days over three months.
2. The Employer will provide a monthly report on all employees hired under this letter of understanding.

This letter of understanding will remain in effect for the life of the collective agreement.

ON BEHALF OF
THE GOVERNORS OF
ATHABASCA UNIVERSITY

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING
Between
The Governors of Athabasca University
And

The Alberta Union of Provincial Employees, Local 069

Re: Paid Day Off

The Parties agree to the following:

1. Paid Day Off:
 - a) December 23, 2011 will be taken as a day off with pay.
 - b) For operational requirements, those employees who are required to work on December 23, 2011 will take January 3, 2012 as an alternate day.
 - c) The Employer may direct Employees to take an alternate paid day off, if necessary to meet minimal operational requirements.
 - d) Employee's hired or returning from an approved leave of absence on or after January 3, 2012 will be exempt from this paid day off noted above.
 - e) Employees under the Historical Resources Intern Program (HRIP) will be exempt from this Paid Day Off noted above.
 - f) Casual employees will take this day without pay.

This Letter of Understanding will expire on June 30, 2012, the agreement being that it is thereafter replaced by Article 21.02 (b).

ON BEHALF OF
THE GOVERNORS OF
ATHABASCA UNIVERSITY

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES

Date

Date

IN WITNESS WHEREOF

the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf, the day and year first written below:

Dated at Athabasca, Alberta this _____ day of _____, 20 _____.

President, Athabasca University

Witness

President, Alberta Union of Provincial Employees

Witness

Chair, Negotiating Committee

Witness – AUPE Staff Negotiator

Salaries Schedule "A"

Effective July 1, 2011

<u>Class</u>	<u>Minimum</u>	<u>Maximum</u>	<u>LSI 1</u>	<u>LSI 2</u>	<u>LSI 3</u>	<u>LSI 4</u>	<u>Points Band</u>
<u>Range 5</u>							
Annual	28,297.99	41,079.02	41690.65	42311.40	42941.37	43580.73	1-95
Monthly	2,358.17	3,423.26	3,474.23	3,525.96	3,578.46	3,631.74	
Hourly	15.55	22.57	22.91	23.25	23.59	23.95	
<u>Range 4</u>							
Annual	32,152.53	46,873.37	47571.27	48279.56	48998.40	49727.95	100 - 135
Monthly	2,679.38	3,906.12	3,964.28	4,023.31	4,083.21	4,144.00	
Hourly	17.67	25.75	26.14	26.53	26.92	27.32	
<u>Range 3</u>							
Annual	34,569.47	52,753.57	53539.02	54336.18	55145.20	55966.26	140 - 169
Monthly	2,880.80	4,396.14	4,461.59	4,528.03	4,595.44	4,663.87	
Hourly	18.99	28.99	29.42	29.86	30.30	30.75	
<u>Range 2</u>							
Annual	37,007.22	58,590.88	59463.24	60348.61	61247.14	62159.07	170 - 195
Monthly	3,083.94	4,882.58	4,955.28	5,029.06	5,103.94	5,179.93	
Hourly	20.33	32.19	32.67	33.16	33.65	34.15	
<u>Range 1</u>							
Annual	39,507.49	64,771.55	65735.93	66714.69	67708.01	68716.14	200 +
Monthly	3,292.30	5,397.64	5,478.01	5,559.57	5,642.35	5,726.36	
Hourly	21.71	35.59	36.12	36.66	37.20	37.76	

Salaries Schedule "A"

Effective July 1, 2012

<u>Class</u>	<u>Minimum</u>	<u>Maximum</u>	<u>LSI 1</u>	<u>LSI 2</u>	<u>LSI 3</u>	<u>LSI 4</u>	<u>Points Band</u>
<u>Range 5</u>							
Annual	29,005.44	42,106.00	42732.92	43369.19	44014.90	44670.25	1-95
Monthly	2,417.13	3,508.84	3,561.08	3,614.11	3,667.92	3,722.53	
Hourly	15.94	23.14	23.48	23.83	24.18	24.54	
<u>Range 4</u>							
Annual	32,956.34	48,045.20	48760.55	49486.55	50223.36	50971.15	100 - 135
Monthly	2,746.37	4,003.78	4,063.39	4,123.89	4,185.29	4,247.61	
Hourly	18.11	26.40	26.79	27.19	27.60	28.01	
<u>Range 3</u>							
Annual	35,433.71	54,072.41	54877.50	55694.58	56523.83	57365.42	140 - 169
Monthly	2,952.82	4,506.04	4,573.13	4,641.23	4,710.33	4,780.46	
Hourly	19.47	29.71	30.15	30.60	31.06	31.52	
<u>Range 2</u>							
Annual	37,932.40	60,055.65	60949.82	61857.33	62778.32	63713.05	170 - 195
Monthly	3,161.04	5,004.65	5,079.16	5,154.79	5,231.54	5,309.43	
Hourly	20.84	33.00	33.49	33.99	34.49	35.01	
<u>Range 1</u>							
Annual	40,495.18	66,390.83	67379.33	68382.56	69400.71	70434.04	200 +
Monthly	3,374.61	5,532.58	5,614.96	5,698.56	5,783.41	5,869.52	
Hourly	22.25	36.48	37.02	37.57	38.13	38.70	

SCHEDULE "B"

POSITION RANGES

The following list contains all positions covered under Salaries Schedule "A" as of the 26th of September, 2011. The parties recognize that this list is subject to additions, deletions, and revisions during the term of the Collective Agreement and in accordance with provisions of the Collective Agreement, a revised list effective June 30, 2012, will be made available.

Position Number	Title	Rank
10021	Admin Support Coord	R1
10028	Sr Program Advisor	R1
10029	Sr Program Advisor	R1
10060	LSS Support Services Assistant	R1
10200	Capital Project Technician	R1
S00001	Help Desk / Voice Mail Analyst	R1
S00002	Sr Electronics Technician	R1
S00005	Networks Technician	R1
S00007	Admin Asst	R1
S00008	Sr Admin Asst & Trainer to ASU	R1
S00009	Serials Technician	R1
S00010	Recruitment & Marketing Assist	R1
S00011	Sr. Financial Aid Advisor	R1
S00013	Admin Asst	R1
S00014	Admin Operations Asst	R1
S00016	Cataloguing/Circulation Asst	R1
S00019	Materials Mgmt Supervisor	R1
S00020	Coord, Treasury Services	R1
S00022	Purchasing Administrator	R1
S00023	Projects Technician	R1
S00026	Inventory Ctrl/Warehouse Sup	R1
S00031	Networks Technician	R1
S00036	Interlibrary Loans Supervisor	R1
S00037	Sr Admissions Assistant	R1
S00041	Sr. Advisor	R1
S00042	Sr Building Operator	R1
S00043	Building Systems Operator	R1
S00044	Operations Technician	R1
S00045	Grounds Technician	R1
S00054	Senior Academic Advisor	R1
S00055	Senior Academic Advisor	R1
S00057	Sr Evaluator	R1
S00058	Sr Help Desk Analyst	R1
S00059	Building Systems Operator Asst	R1
S00060	Supervisor, Central Dup	R1
S00065	Sr. Digital Media Tech	R1
S00068	Student Support & Advising Specialist	R1
S00069	Senior Academic Advisor	R1
S00070	Revenue/Accounts Rec. Sup.	R1

S00072	Syst Prog/Micro Technician	R1
S00073	Science Technician	R1
S00074	Sr. Digital Media Tech	R1
S00077	Office Tech Support Tech	R1
S00081	Admissions Coord	R1
S00084	Admissions Coord	R1
S00085	Sr Admin Asst	R1
S00087	Bookstore Purchasing Agent	R1
S00089	Admissions Coord	R1
S00090	Collaborative Reg Asst	R1
S00095	Help Desk Analyst	R1
S00098	Help Desk Analyst	R1
S00100	Sr. Help Desk Analyst	R1
S00104	Multi-Media & Bindery Supervisor	R1
S00110	Academic Administrative Assistant	R1
S00113	Student Advisor	R1
S00115	Articulations Asst	R1
S00117	Sr Evaluator	R1
S00125	Copyright & Course Admin	R1
S00126	Sr Help Desk Analyst	R1
S00127	Sr Help Desk Analyst	R1
S00131	Sr Registration/Info Clerk	R1
S00132	Admin Asst	R1
S00133	Help Desk Analyst	R1
S00134	Sr Evaluator	R1
S00145	Sr. Help Desk Analyst	R1
S00149	Counseling Svcs Coord	R1
S00150	Sr Payroll Asst	R1
S00151	Office Administrator	R1
S00153	Banner User Specialist	R1
S00155	Sr. Digital Media Tech	R1
S00156	Student Support & Advising Specialist	R1
S00160	Telecommunications Technician	R1
S00168	Residential Program Coord	R1
S00170	Indigenous Student Success Sup	R1
S00171	Senior Program Advisor	R1
S00178	Sr Registrations & Rec Asst	R1
S00180	Course Admin Asst	R1
S00183	Sr. Multimedia Course Prod Spec	R1
S00186	Administrative Assistant and Program Advisor	R1
S00193	Undergrad Student Advisor	R1
S00194	Undergrad Student Advisor	R1
S00195	Undergrad Student Advisor	R1
S00196	Undergrad Student Advisor	R1
S00197	Undergrad Student Advisor	R1
S00198	Undergrad Student Advisor	R1
S00201	Student Supp & Program Advisor	R1
S00204	Undergrad Student Advisor	R1
S00207	Prog Liaison Officer, South AB	R1
S00208	Admin Asst Pre-Award: Internal	R1

S00209	Banner User Specialist	R1
S00211	Sr. Digital Media Technologist	R1
S00212	Sr Help Desk Analyst	R1
S00217	Sr. Digital Media Tech	R1
S00218	Sr Copyright Asst	R1
S00220	Senior Academic Advisor	R1
S00241	Copyright and Course Admin	R1
S00264	Support Services Advisor	R1
S00266	Undergrad Student Advisor	R1
S00288	Undergrad Student Advisor	R1
S00303	Call Centre Trainer	R1
S00304	Sr Program Advisor	R1
S00305	Senior Evaluator	R1
S00308	Grants Admin - Post Award	R1
S00312	Liaison Officer Calgary Region	R1
S00314	Undergrad Student Advisor	R1
S00315	Undergrad Student Advisor	R1
S00326	Sr Academic Advisor	R1
S00329	Undergrad Program Advisor	R1
S00333	Academic & Admin Systems Technologist	R1
S00335	Sr. Digital Media Tech	R1
S00343	Liaison Officer Med Hat Region	R1
S00349	Sr. Help Desk Analyst	R1
S00366	Main Campus Receptionist	R1
S00381	Senior Evaluator	R1
S00384	Senior Evaluator	R1
S00385	Interior Systems Technician	R1
S00407	Archaeological Records Asst	R1
S00408	Archaeological Res. Eval Intern	R1
S00412	Senior Interpreter	R1
S00418	Student Appeals Officer	R1
S00419	Portfolio Dev. and Asses Coord	R1
S00421	Acad Student Advisor Grad Prgm	R1
S00425	Senior Academic Advisor	R1
S00438	Digitization Technician	R1
S00442	Senior Academic Advisor	R1
S00445	Collaborations Admin Assistant	R1
S00446	ASD Exams Admin Assistant	R1
S00447	Counseling Services Assist	R1
S00449	Sr. Help Desk Analyst	R1
S00453	Portfolio Mentorship Coord	R1
S00477	Contract Administrator	R1
S00487	Liaison Officer, GPRC	R1
10022	AU Press Fin & Fullfill Admin	R2
10037	Administrative Assistant	R2
10039	Intermediate Articulations Assistant	R2
10042	Exam Services Administrator	R2
10054	Admin Asst - Exams & Sys Sup	R2
10057	Info Centre Attendant	R2
10093	Learning Resources Assistant	R2

10175	Observatory Technician	R2
10233	Learning Resources Assistant	R2
10278	AU Press Admin Asst	R2
10281	Administrative Course Assistant	R2
10288	Web Assistant/Editor	R2
10325	Administrative Course Assistant	R2
10345	Administrative Assistant	R2
S00003	Intermediate Evaluator	R2
S00006	Admin Course Asst	R2
S00012	Lib Asst, Acquisitions/Ctlg	R2
S00015	Exam Services Administrator	R2
S00018	Int Academic Records Asst	R2
S00029	Payroll Asst	R2
S00030	Cashier/Accts Receivable Asst	R2
S00032	Junior Academic Advisor	R2
S00033	Examinations Asst	R2
S00034	Admin Course Asst	R2
S00035	Int Financial Aid Advisor	R2
S00038	Admin Asst	R2
S00039	Examinations Asst	R2
S00049	Exam Services Administrator	R2
S00052	Production Asst	R2
S00053	Jr Academic Advisor	R2
S00063	Library Asst - Circulation	R2
S00064	Exam Services Administrator	R2
S00066	Central Duplicating Operator	R2
S00067	Admin Course Asst	R2
S00071	Payroll Asst	R2
S00075	Budget and Accounting Assistant	R2
S00079	Info Centre Attendant	R2
S00082	Admin Asst, Marketing	R2
S00091	Info Centre Attendant	R2
S00092	Info Centre Attendant	R2
S00093	Info Centre Attendant	R2
S00099	Accounts Payable Coord	R2
S00102	Financial Aid Advisor	R2
S00103	Admissions Asst	R2
S00105	Lib Asst-Interlib Loans/Circ	R2
S00107	Info Centre Attendant	R2
S00108	Info Centre Attendant	R2
S00109	Grad/Convocation Admin Asst	R2
S00112	Intermediate Enrollment Asst	R2
S00118	Buyer	R2
S00123	Admin Course Assistant	R2
S00135	Intermediate Evaluator	R2
S00135	Intermediate Evaluator	R2
S00136	Int. Financial Aid Advisor	R2
S00137	Inventory Ctrl/Warehouse Coord	R2
S00139	Admin Course Asst	R2
S00140	Admin Course Asst	R2

S00141	Info Centre Attendant	R2
S00142	Info Centre Attendant	R2
S00143	Info Centre Attendant	R2
S00144	Info Centre Attendant	R2
S00147	Library Asst - Circulation	R2
S00154	Buyer	R2
S00157	Info Centre Attendant	R2
S00159	Administrative Assistant	R2
S00161	Admin Course Asst	R2
S00162	Admin Asst	R2
S00164	Exam Services Administrator	R2
S00165	Int Registration Clerk	R2
S00167	Int Acad Records Assistant	R2
S00172	Admin Course Assistant	R2
S00173	Admin Asst	R2
S00174	Accounts Payable Assistant	R2
S00175	Intermediate Articulations Assistant	R2
S00176	Admin Asst	R2
S00177	Administrative Assistant	R2
S00179	Accounts Payable Assistant	R2
S00188	Admin Asst, Grad Prgms	R2
S00191	Library Asst Catalogue Pub Ser	R2
S00205	Support Technician	R2
S00210	Awards Admin Asst	R2
S00221	Admin Course Asst	R2
S00243	Science Home Laboratory Kit	R2
S00245	Intermediate Student Services Administrator	R2
S00257	Admin Asst	R2
S00260	Student Fees/Acnt Receivable Asst	R2
S00263	Int Financial Aid Advisor	R2
S00272	Acad Student Advisor	R2
S00278	Intermediate Collaborations Asst	R2
S00280	Int Multimedia Prod Specialist	R2
S00306	Admin Crs Asst Group Stdy Exam	R2
S00321	Info Centre Attendant	R2
S00325	Admin Crs Asst	R2
S00331	Int Registration Clerk	R2
S00337	Systems Support Specialist	R2
S00338	Info Centre Attendant	R2
S00340	Information Management Asst	R2
S00351	Exam Services Administrator	R2
S00360	Collaborations Asst	R2
S00372	Info Centre Attendant	R2
S00373	Info Centre Attendant	R2
S00377	Web Digitization & Design Tech	R2
S00386	Accounts Receivable Assist	R2
S00396	Paleontological Rrcs Planner	R2
S00413	Course Maintenance Specialist	R2
S00422	Bilingual Student Advisor	R2
S00427	Events Assistant	R2

S00436	Admin Asst & Grants Admin	R2
S00451	Digital Media Technologist	R2
S00456	Land Use Planning Asst	R2
S00460	Administrative Assistant, FGS	R2
S00461	Program Assistant, Architectu	R2
S00467	Contract Administrator	R2
S00472	Ath River Basin Outreach Coord	R2
S00478	Collections Mngnt Archival Tec	R2
S00485	Student & Acad Svs Web Asst	R2
10049	Administrative Assistant	R3
10052	Reception & Administrative Support	R3
10168	Research Assistant	R3
10169	Archives & Records Management Intern	R3
10231	Copyright & Ejournal Assistant	R3
10328	Administrative Assistant	R3
10339	PMO Governance & Training Administration	R3
10361	Junior Enrolment Services Assistant	R3
S00017	Admin Assist Undergrad	R3
S00024	Mail Logistics Clerk	R3
S00027	Administrative Assistant	R3
S00048	Bindery Operator	R3
S00050	Security Guard	R3
S00078	Communications Technician	R3
S00083	Accounting Clerk	R3
S00086	Admin Assistant	R3
S00088	Customer Service Rep	R3
S00114	Evaluations Assistant	R3
S00121	Electronic Imaging Technician	R3
S00128	Student Recruitment Representative	R3
S00148	Library Clerk - Circulation	R3
S00163	Secretary	R3
S00181	Admin Asst	R3
S00184	Admin Asst, CNHS	R3
S00200	General Serv/Microfilm Assist	R3
S00202	Admin Asst	R3
S00248	General Svcs Asst	R3
S00274	Information/Exams Asst	R3
S00320	Copyright Assistant	R3
S00344	Reception / Information Assistant	R3
S00375	Admin Asst	R3
S00378	Historical Interpreter	R3
S00380	Events Spec/Historical Interpreter	R3
S00382	Evaluations Assistant	R3
S00405	Program Asst, Hist Farm Prog.	R3
S00414	Copyright & Elec Jrnl Assistant	R3
S00430	Administrative Assistant	R3
S00431	Information/Exams Asst	R3
S00432	Information Asst Learning Link	R3
S00433	Building Systems Operator Asst	R3
S00435	Admin Asst	R3

S00444	Jr. Exam Clerk	R3
S00025	Distribution Clerk	R4
S00028	Course Materials Receiver	R4
S00047	Mailroom Asst	R4
S00080	Distribution Clerk	R4
S00119	Distribution Clerk	R4
S00146	Distribution Clerk	R4
S00190	Course Materials Receiver	R4
S00203	Data Entry Clerk	R4
S00242	Grad Admissions Clerk	R4
S00262	Distribution Clerk	R4
S00267	Data Entry Clerk	R4
S00455	Mail Logistics Clerk	R4
S00463	Distribution Clerk	R4
10346	Research Assistant	R5
10347	Research Assistant	R5
10348	Research Assistant	R5
S00397	Gallery and Lab Interpreter	R5

SCHEDULE "C"

SUPPORT STAFF CLASSIFICATION SYSTEM

For Information Only

Point Bands

Effective July 1, 1999	
Range 1	200+
Range 2	170 - 195
Range 3	140 - 165
Range 4	100 - 135
Range 5	1 - 95

Factor Definitions

Context and Complexity (nature of work)

The Required Degrees: refer to the difficulty of the work, number, diversity and specialization of guidelines and procedures, which govern the functions of the position.

The Optional Degrees: consider the number of people the position supports, job pressure and physical effort.

Work Problems (work challenge)

The Required Degrees: refer to the difficulty, diversity and recurrence (routine vs. non-routine nature) of problems encountered in performing the job.

The Optional Degrees: considers the degree of uncertainty and the need for creativity in solving these problems.

Authority (responsibility, accountability)

The Required Degrees: refer to the amount of direction and control provided to the position from personal supervision, and/or practices and precedents, as well as the type of direction the position provides to others.

The Optional Degrees: consider supervision of staff and the impact (in terms of money, public image, time) of errors.

Contacts

The Required Degrees: refer to the nature and purposes of the most frequent communications with others, both internal and external to the organization.

The Optional Degrees: consider the sensitivity of information and public relations components of the role.

Knowledge and Skills

The Required Degrees: refer to the knowledge and skills; competencies, training and experience required to effectively perform the work.

The Optional Degrees: consider the degree of required people and supervisory skills.

Job Evaluation Factors

Context and Complexity – Required Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
5	D	Work is routine. Follows detailed step by step procedures in almost all aspects of the work. May use basic computer programs and/or operate commonly used equipment.	Incumbent follows step-by-step instructions regarding sorting, filing, computer systems, or operating commonly used equipment, (e.g. lawnmowers).
15	C	Performs duties according to standard instructions and established routines in most aspects of the work. Uses basic computer programs and/or operates commonly used equipment.	Simultaneously organizes and processes routine activities. Demonstrates flexibility in selection of best methods, good organization and time management skills, within defined guidelines. Position must be familiar with all warehouse, shipping and mail distribution equipment and work within specified deadlines. Troubleshoots all types of postal machines. Must understand/apply policies relative to work (e.g. Mailroom and Courier policies).
25	B	Work requires a number of different or complex processes. Performs work using somewhat complex or diversified policies and procedures. Uses a variety of equipment, computer hardware and software programs	Simultaneously organizes and processes related activities with identified deadlines. Performs a number of functions using several complex or different types of equipment, systems, or a number of different policies. Position faces competing and strict deadlines. Must have a thorough working knowledge of digital imaging systems and various University electronic systems used to scan, edit, format, store and organize documents into standard University manuscripts. Position uses broad knowledge of University policies and procedures to provide information in response to questions.
35	A	Work is diversified and complex. Performs a wide range of duties using substantially diversified and complex policies, procedures, and specialized standards. Uses a wide variety of complex computer software and hardware, specialized equipment and techniques to produce results.	Requires in-depth knowledge of complex policies and/or a broad range of systems to simultaneously perform a variety of activities in a fast-paced environment where deadlines are strictly enforced. Position must be knowledgeable about telephones, network, Banner, PC operational systems, hardware and connectivity issues, to prioritize and resolve technology problems and requests under very tight and competing deadlines. The position uses knowledge of departmental policies and understanding of other University policies and procedures to assess and determine the application of policies in a variety of individual situations.

Context and Complexity – Optional Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
5	1	Sets priorities based on input and direction from two or more people on a daily basis	The position prioritizes work based on requirements from different clients/departments.
10	2	Sets priorities based on guidance and direction from a substantial number (five or more) of people on a daily basis.	The position receives input from a number of people.
5	3	Works under constant pressure. Regularly responds to changing priorities and enforced deadlines.	Numerous people who all expect their problems to be resolved as first priority can contact the position.
5	4	Works involves physical effort or hazardous working conditions, or use of specialized equipment, where safety is a factor.	The position must consider safety when operating a forklift.

Work Problems - Required Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
5	D	Work problems are very routine in nature. Problems are clearly defined by procedures with any exceptions referred to the supervisor.	Seeks help from established job procedures or others to resolve all problems. Checks procedural information regarding filing questions or questions about mail outs. Seeks assistance from other staff or supervisor regarding equipment problems (e.g. with lawnmowers).
15	C	Work problems are routine in nature and are solved by choosing from a limited number of options.	Solves related problems by reviewing policies, standards, and past practices. Position determines most appropriate shipping methods by referring to Courier Policy, shipping schedule and postal requirements. Position works with confidential issues using knowledge of Freedom of Information and Privacy Act and functions of the departmental unit.
25	B	Work problems are diverse and may require research, assessment of information and knowledge of; policies, past precedent, and/or knowledge related to the use of specialized equipment, or computer programs to resolve.	Assesses problems through research, review of past practices, and use of reference material. Position refers to software documentation manuals to solve file manipulation and advanced coding problems. Position locates rights holders via Internet searches and by maintaining and updating a large contacts database.
35	A	Work problems are variable and may require analytical, interpretive skills and /or knowledge related to the use of diverse, specialized equipment, or computer programs to resolve.	Solves problems where established policies or standards may not be available. Position prioritizes problems and uses specialized administrative and/or technical knowledge to solve problems (troubleshooting) in a variety of systems or situations. Position must understand the processes behind routine systems errors and interpret data to conduct variance analysis.

Work Problems - Optional Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
5	1	Environment is characterized by unusually rapid change and uncertainty.	Position frequently multi-tasks, adjusting to on-going changes in formats requiring detailed compliance, and prioritizes incoming requirements against current work.
5	2	Ability to creatively develop or manipulate concepts and/or technical systems is an important aspect of the job.	Position manipulates technical and legal requirements, with an understanding of equipment functions, to ensure documents are properly laid out. Uses artistic or design principles to develop functional and eye-catching presentation formats or displays.
5	3	Must recognize anomalies and find solutions when established standards are not a guide.	The position must identify situations, (e.g. extension requests) which require special consideration and are not covered under established policies. Identify a problem in moving or storing unusual data or materials which requires a unique process to resolve problem, deviating from standard procedures.

Authority – Required Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
5	D	Performs duties according to detailed instructions under close supervision. Very limited opportunity to exercise discretion.	Operates selected types of routine technical or office equipment. Position performs tasks in keeping with established procedures.
15	C	Performs duties according to standard instructions and established work routines or frequent supervision. Limited choice of action primarily on sequence and correctness.	Determines best methods of performing the job within established procedures. Provides accurate and complete data entry and records. The position is responsible for accuracy and integrity of information filmed and relayed to staff. The position determines best method of shipping and operating equipment.
25	B	Performs duties defined by established practices and procedures. Receives supervision of progress and results. Opportunities for independent judgment typically affecting quality and precision of work and are based on clearly defined alternatives in established practices, procedures, and equipment functioning.	Interprets and communicates policy to internal and external parties. Uses knowledge of past precedent and policies to correct errors. Can refuse to process documentation that does not conform to policy. Applies discretion on exceptions to specific practices or procedures. The position advises and educates staff regarding AU practices and procedures. The position corrects coding errors and has the authority to process, or refuse to process, expense claims.
35	A	Performs most duties on own following accepted practices, policies or precedents. Receives general supervisory review upon completion of projects. Opportunities for considerable independent judgment with most instances covered by precedent.	Solely responsible for a function or area. Independent judgment may be required in applying University policies and procedures. Position is responsible for overall operations and ensuring modifications to installations are in accordance with building codes. The position makes decisions regarding exceptions to some aspects of departmental policies.

Authority – Optional Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
5	1	Supervision of casual/contract staff	The position hires and provides work direction to casual staff, (surveyors, groundskeepers, convocation etc.).
5	2	Full supervision of one full-time permanent and/or temporary staff member OR training of regular staff.	The position supervises and has authority to hire and conduct performance reviews. The position provides work guidance to other employees and may act as the team lead for a work group.
10	3	Full supervision of two or more full-time permanent and/or temporary staff.	The position supervises and has authority to hire and conduct performance reviews for multiple employees in a work group.
5	4	Errors may cause inaccuracies in reports, delays in succeeding operations, minor embarrassment in client, public or employee relations, or minor financial or safety loss.	Errors made by the position can cause financial loss to AU. The position must operate equipment so as not to harm other staff or equipment.
10	5	Errors may cause substantial delays, deterioration in client, public or employee relations. May be difficult to correct. Have measurable financial or safety impact.	Position must ensure that electrical and mechanical systems are operated safely and avoid their breakdowns. The position must ensure that all copyright requirements are fulfilled, to prevent infringements on copyrights that could lead to financial loss, or deteriorations in public relations.

Contacts – Required Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
5	D	Uses courtesy in giving and receiving information. Contacts are with staff primarily within the work unit.	Contact is incidental to the major focus of the position and is usually with immediate coworkers. Position provides updates on progress to co-workers/supervisor. Position works on his/her own with minimal contact other than with immediate coworkers.
15	C	Uses tact to exchange and/or explain information. Contacts are with staff, students or outside agencies.	Regularly exchanges information regarding day-to-day operational matters. Explains policies/processes. Discusses, clarifies work to be completed. The position communicates with editors regarding styles, consistency of text presentation, and punctuation. The position communicates with contractors regarding repairs.
25	B	Uses investigative skills and tact to gather and provide information, discuss and solve problems, and make recommendations. Contacts are with internal/external individuals typically at more senior levels.	Uses questioning, listening skills and sensitivity to communicate responses to questions regarding policies and processes. Interprets policy and may make exceptions to the norm. Contacts may include staff, students, supervisors/ managers , directors and external equivalents. The position questions (prospective) students who request exceptions to policies and then communicates the recommendations. The position assesses space needs and recommends plans to directors .
35	A	Uses judgment and tact in order to discuss problems and obtain approval and/or agreement.	Communicates using judgment, analytical skills and sensitivity and makes recommendations to policy and procedural changes. Contacts may include senior management and executive and external equivalents.

Contacts – Optional Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
5	1	Handles material, which is more sensitive or confidential than normal for jobs in that range.	The position has access to student records and personal information about staff (hiring, performance records, pay), and maintains confidentiality in accordance with PIPEDA standards. The position has access to security procedures governing the privacy of related University information and records.
5	2	Act as a spokesperson and/or involved in developing contractual obligations in a very limited area. Takes action based on information received.	The position is the spokesperson for AU on the Alberta Student Awards and Financial Aid Personnel Association. The position may develop contracts for the purchase of specific goods that have been confidentially priced under tender.
5	3	Contact with the public is a major focus of the position (large numbers of people may be influenced).	The position is the first point of contact for prospective and current students, providing detailed information about programs and services

Knowledge and Skills - Required Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
10	D	Knowledge and skills typically acquired through high school diploma. Familiar with standardized work practices in offices or other settings. May use simple equipment.	High school diploma with some previous employment. May be a training level position to gain on-the-job experience.
30	C	Knowledge and skills typically acquired through high school diploma. Some post-secondary education or some related experience provides proficiency in the use of specialized equipment such as computer software or hardware.	High school diploma with some post-secondary and related (e.g. general office, warehouse) experience, providing exposure to the use of Microsoft Word or Excel programs, or various pieces of warehouse equipment.
50	B	Specialized formal knowledge and skills (usually non-theoretical), typically acquired through a two-year diploma or certificate from an accredited post secondary institution, OR equivalent related work experience.	Two year diploma (e.g. in Computer Science, Accounting, Business, or Records Management) and related experience OR equivalent knowledge acquired through directly related experience.
70	A	Specialized/analytical expertise requiring a grasp of theory and principles in several areas, is typically acquired through a university degree or four year diploma, OR equivalent related work experience, OR journeyman's trade certification.	University degree, trade certificate with related experience.

Knowledge and Skills - Optional Factors

Points	Degree	Required Evaluation Factor	Benchmarks/Examples
5	1	People skills – sensitivity, ability to influence and/or provide good customer service are important components of the job.	Position advises staff of policies, procedures and any adjustments required, seeks authorization, and clarifies documentation or decisions.
10	2	People skills – exceptionally high volume and range of people management skills are important components of the job.	The focus of the position is to tactfully respond to queries from current or prospective students who may be challenged about their particular needs or situation.
5	3	Basic supervisory skills or skills for work guidance of operational staff are required.	The position supervises, or provides work direction for several staff.
10	4	Advanced supervisory skills are a major component of the job.	Positions have responsibility for the day-to-day operations of their unit and its performance in meeting department objectives.

Classification Appeals

The policy that describes the classification appeals is found at the following URL:

http://www.athabascau.ca/policy/humanresources/080_005.htm

LETTER OF UNDERSTANDING
Between
The Governors of Athabasca University (the Board)
And
Alberta Union of Provincial Employees (AUPE), Local 069

Re: Pay Cycle Alignment

Whereas:

1. Athabasca University currently has 3 pay cycles; bi-weekly, monthly and monthly with a mid-month advance.
2. As per Article 1.01 (n) of the AUPE Collective Agreement, "Monthly Salary shall mean the amount to be paid to an Employee for working a regularly scheduled period of work in any month pursuant to the Employee's classification as set out in Salaries Schedule "A"
3. AUPE members currently receive pay monthly on the 2nd last business day of each month, which is adjusted in relation to a mid-month advance.
4. Athabasca University is implementing a HR/Payroll as part of the Administrative System Renewal Program, which includes the following business practices for payroll:
 - a. to process after the work is performed and;
 - b. to process on a bi-weekly cycle.

Hereby agree:

1. AUPE members will convert to a pay cycle which aligns with other employee groups at AU, effective January 1, 2015.
2. AUPE members will no longer receive earnings monthly, effective January 1, 2015.
3. AUPE members will no longer receive a mid-month advance, effective January 1, 2015.
4. "Monthly Salary" in Article 1.01 (n) will be converted to bi-weekly salary by multiplying the Monthly Salary by 12 months and dividing by 26 pay periods.
5. "Annual Salary" in Article 1.01 (m) will be interpreted to mean "equivalent to twenty-six (26) times the bi-weekly salary."
6. AUPE members will receive earnings on a bi-weekly basis effective January 1, 2015.

7. AUPE members will receive their first pay under the Pay Cycle Alignment on January 20, 2015, for all pay entitlement up to and including January 10, 2015.
8. AUPE members will be paid 10 days after each pay period.
9. AUPE members at 1.0 FTE will receive an advance of \$616 on the last payroll in December 2014, as part of the transition to the new pay cycle. This amount will be pro-rated for part-time employees.
 - a. Employees will pay back the advance in equal amounts over 22 pay periods starting February 3, 2015.
 - b. The full amount of the advance must be recovered in the 2015 year.
 - c. Employees who do not wish to receive the advance shall notify the AU Human Resources Department - Payroll section by October 31, 2014.
 - d. When an AUPE member leaves the employ of AU or commences a leave without pay that exceeds 30 days, the balance of the advance will be due in full. The full payment will be deducted from the member's last pay, prior to their leave.

Signed at Edmonton, Alberta, this 14th day of April, 2014

On behalf of the Board

Estelle

On behalf of AUPE

[Signature]
