

AUFA Opening Proposal
March 24, 2021

NOTE: New language is presented in bolded BLUE. Deleted language is ~~struck-out~~.

Proposal 1:
Gendered Language

In all places where the collective agreement uses a gendered pronoun (e.g., his/her, he/she) the term shall be replaced with a non-gendered pronoun (e.g., they/their).

**Proposal 2:
Academic Designation**

- 1.21 “Staff Member” shall mean those persons designated as academic staff by the Board pursuant to the Post Secondary Learning Act **and by the consent of the Association**. This applies to all persons who are subject to this Agreement, of whom there are two sub-groups:
- 1.21.1 “Professional Staff Member” shall mean a Staff Member designated as such by the Board in the terms of the Staff Member’s appointment **and by the consent of the Association**, and who is therefore subject to those sections of this Agreement that apply only to Professional Staff Members (P);
- 1.21.2 “Academic Staff Member” shall mean a Staff Member designated as such by the Board in the terms of the Staff Member’s appointment **and by the consent of the Association**, and who is therefore subject to those sections of this Agreement that apply only to Academic Staff Members (A). For Academic Co-ordinators, exceptions are noted in the relevant sections.

Consultation over Designation (new language)

- 28.1 When any change to designation status of employees is proposed pursuant to the Post-Secondary Learning Act, the Board shall forward a copy of a proposed Designation Business Case to the Association. The Association shall have 21 calendar days to submit a written response. The timeline may be extended by mutual agreement of the Association and the Board.**
- 28.2 The Board shall organize consultation meetings with the Association. The purpose of these meetings will be to allow those involved to inform each other of their respective positions in relation to the proposal, and to provide all with further opportunities to give and receive any relevant information.**
- 28.3 Within 15 days following the end of the consultation process, the Board shall provide a copy of the Designation Business Case Package to the Association.**
- 28.4 The proposed change to designation shall not be amended without further engaging the consultation process outlined here.**
- 28.5 The Board cannot make changes to designation status of employees without the consent of the Association.**

**Proposal 3:
Information Sharing**

2.1.5 The Board shall give the ~~Professional Officer of the~~ Association electronic access to the following:

a. on a biweekly basis:

- i) a current list of all Staff Members designated academic, including their classification/rank and/or leave status;
- ii) Term appointments under 5.2 (g), as per article 5.8
- iii) Union dues report;
- iv) Overload contracts;
- v) Copies of the templates for all AUFA letters of appointment.
- vi) Employee Id
- vii) Location of work
- viii) Department
- ix) Address
- x) The Full time equivalency of every AUFA member (FTE)
- xi) Gender of every AUFA member**

b. on a yearly basis:

- (i) Term appointments according to Article 5.11 (o)
- (ii) List of contracts according to Letter of Understanding:
Contracting Out
- (iii) Salary report by age, rank and hire date
- (iv) Market supplements

c. Athabasca University will provide the enrollment numbers for any course upon request and the historic enrollment numbers for any course upon request for up to three years prior.

**Proposal 4:
Determination**

Determination and Performance of Duties (Academic)

3.3.6 In the event of a dispute between a Staff Member and the Staff Member’s supervisor with respect to the Staff Member’s duties, responsibilities, or the performance thereof, the Staff Member may ~~apply to the appropriate Executive Officer and the President, in that order, for a written decision~~ **appeal the duties, responsibilities, or the performance thereof at issue under Article 9.5 of this agreement.**

3.3.6.1 While the Staff Member’s dispute with respect to their duties, responsibilities, or the performance thereof is under appeal as described in Article 3.3.6 of this agreement, the Staff Member’s pre-existing arrangements with respect to their duties and responsibilities shall continue.

Determination and Performance of Duties (Professional)

4.3.5 In the event of a dispute between a Staff Member and the Staff Member’s supervisor with respect to the Staff Member’s duties, responsibilities, or the performance thereof, the Staff Member may ~~apply to the appropriate Executive Officer and the President, in that order, for a written decision~~ **appeal the duties, responsibilities, or the performance thereof at issue under Article 9.5 of this agreement.**

4.3.5.1 While the Staff Member’s dispute with respect to their duties, responsibilities, or the performance thereof is under appeal as described in Article 4.3.5 of this agreement, the Staff Member’s pre-existing arrangements with respect to their duties and responsibilities shall continue.

Appeals

9.5 Appeals with Respect to Probation, Salaries, **Workload, Performance,** and Academic Promotion

9.5.1 a. A Professional Staff Member shall have the right to appeal any recommendation for a salary increment of less than one (1) merit per year, or any recommendation regarding extension or termination of the Professional Staff Member’s probation period **or any Supervisor decision relating to the Staff Member’s duties, responsibilities, or the performance thereof.**

b. An Academic Staff Member shall have the right to appeal any recommendation for a salary increment of less than one (1) merit per year, any recommendation regarding **extension or** termination of the Staff Member’s probation period, or any recommendation regarding the Staff Member’s promotion as an Academic **or any Supervisor decision relating to the Staff Member’s duties, responsibilities, or the performance thereof.**

**Proposal 5:
Discipline**

7.3 When the supervisor considers that a problem exists with a Staff Member, the matter shall be investigated by the supervisor and, as part of that investigation, the Staff Member and the Association ~~Professional Officer~~ **Executive Director** and /or Grievance Officer shall be informed of the nature of the problem. **The investigation shall not be delegated to Human Resources.** In cases involving suspected criminal activity, the Association President and the President shall also be informed.

The Staff Member shall be informed of his of her right to Association representation, given an opportunity to respond to the concerns of the supervisor, and informed if and what corrective action is required.

7.14 **Employees shall have the right to refuse to perform the work of striking/locked out employees of the University. The Employer agrees that it shall not take disciplinary action against an Employee for refusing to cross a legal picket line of employees at the University.**

**Proposal 6:
Academic Freedom**

11 ~~Academic and Professional Freedom~~

11.2 Academic Freedom

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

11.3 The freedom outlined in 11.2 applies to all members of the Association.

~~11.3 Professional Freedom~~

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

**Proposal 7:
Sick Leave**

- 16.5.4 The Staff Member, to be entitled to sick leave, may be required, **following a period of ten (10) working days**, by a Human Resources Officer to provide proof of sickness. **A note from the Staff Member's doctor shall be considered proof of sickness.** If the Staff Member does not or cannot provide satisfactory proof upon request, the Staff Member's absence will be treated as leave without pay.
- 16.5.4.1 Athabasca University must inform the Association if a Staff Member is required to provide proof of sickness.**
- 16.5.9 Notwithstanding anything else in this Agreement, when a regular Professional or Academic Staff Member returns to work, the Association must receive notification and full participation in all return-to-work and accommodation issues.**

**Proposal 8:
Compassionate Care Leave**

- 16.8.1 A Staff Member shall be granted leave of up to ~~eight (8)~~ **twenty-eight (28) weeks** ~~without~~ **with** pay to provide emotional support, arrange health care, or directly provide health care to an ill family member who **has a serious illness or** has a significant risk of death. Leave for term staff shall not extend beyond the appointment end date.
- 16.8.2 Leave may be shared by two or more Staff Members of the same family to a cumulative total of ~~eight (8)~~ **twenty-eight (28) weeks**.

**Proposal 9:
Time Off - Association Business**

- 17.1.3 The Association President shall be ~~released from up to 20 per cent~~ **entitled to 100 per cent book off** of the Staff Member's assigned duties and responsibilities in order to take care of Association business. In addition, **the Association Bargaining Chair shall be entitled to 50 per cent book off during bargaining, and** Association bargaining team members and Association Executive Members other than the Association President may be released from up to 20 per cent of the Staff Member's regular duties and responsibilities in order to take care of Association business. Time taken for such business should be planned in such a way as to minimize the effect on the Staff Member's work unit, and should be approved in advance by the Staff Member's organizational unit head.

**Proposal 10:
Telework (New Language)**

19.10 Where Staff Members are permitted to or are required to work out of a home office, Staff Members shall be entitled to:

- a. \$2500.00 start-up grant, and**
- b. A monthly stipend of \$150.00 to pay for maintenance, phone, internet and printer costs, and**
- c. Provision of required Information Technology and Support.**

**Proposal 11:
Privacy (new language)**

21 **Privacy**, Confidentiality and Access to Personal Files

21.8 Staff members have the right not to be put under surveillance except for situations of danger and threats to members of the University community or activities in contravention of the law. This right not to be watched by the Employer includes non electronic surveillance, electronic eavesdropping or video cameras, and any kind of computer surveillance or other devices. Before surveillance devices are installed, the Employer will notify the Association and any affected staff members of their location and the reason for installation.

**Proposal 12:
Occupational Health and Safety**

~~25.1 The Board acknowledges its responsibility to comply with the Alberta Occupational Health and Safety Act, as amended, to provide a safe and healthy working environment, and to provide any facilities, supplies, procedures, and services required by the Act to protect the health, safety, and security of employees as they carry out their responsibilities of employment on The Board's premises.~~

~~25.2 The Board shall provide protective equipment whenever such equipment is required by the Act or regulations pertaining to the Act for the safe performance of a Staff Member's responsibilities of employment.~~

25.1 The Board will ensure, as far as it is reasonably practicable to do so, the occupational health and safety of its employees, including but not limited to, complying with the Occupational Health and Safety Act, as amended, and attendant regulations and the Occupational Health and Safety Code. In this article, the working environment includes, but is not limited to, AU-operated locations, spaces rented or otherwise procured by AU and home or remote office locations.

25.2 The Board must (1) identify and control workplace hazards and (2) inform Staff Members and the Association of each hazard and the associated control strategy. Staff Members' right to know about hazards includes, but is not limited to, the right to know when they are exposed to the risk of harassment and violence in the workplace. The Board must provide Staff Members with adequate training and whatever safety equipment is required to control hazards.

25.3 Staff Members may refuse to do work or work on a specific worksite if the Staff Member believes on reasonable grounds that there is a dangerous condition at the worksite or that the work constitutes a danger to the workers' health and safety or the health and safety of another worker or another person. The right to refuse unsafe work includes, but is not limited to, the right to refuse work that poses an immediate risk of violence or harassment.

25.4 The Board must inform the Association and the Joint Occupational Health and Safety Committee of all work refusals. Staff Members are entitled to Association representation during work refusals. The Board may not discipline or otherwise penalize workers who (1) refuse unsafe work, (2) report an incident, or (3) fail to report an incident. Staff Members who refuse unsafe work are entitled the same wages and benefits that the worker would have received had the worker continued to do the work.

25.5 If the employer does not remedy the unsafe work to the satisfaction of the Staff Member and the Association, the refusal shall be referred to the Joint

Occupational Health and Safety Committee for investigation. When a Staff Member has refused work as unsafe, the Board may not request or assign another Staff Member to do the work until the Joint Occupational Health and Safety Committee has determined that the work is safe to perform.

- 25.6 The Board must operate at least one Joint Occupational Health and Safety Committee. Each Committee shall have at least the same number of worker representatives as there are employer representatives. The Association shall be entitled to appoint (a) at least two (2) members to each Committee operated by AU and (b) no fewer than five (5) members, regardless of the number of Committees. Staff Members who work remotely shall be entitled to serve on any Committee.**
- 25.7 Members of the Committee shall be AU employees or, when appropriate, AU students. Members of the Committee shall have a term of office of not less than one year and continue to hold office until their successor is appointed.**
- 25.8 The Committee shall have two co-chairs, one chosen by the employer members on the Committee and other chosen by the worker members on the Committee. The co-chairs shall alternate in serving as chair of the meetings of the Committee and shall participate in all decisions of the committee. The co-chairs of a Committee must ensure that:**
- a. Minutes of each meeting of the committee are recorded, and**
 - b. Copies of the minutes approved by the committee are given to the employer within 7 days after the day the meeting was held.**
- 25.9 The Board shall post the names and contact information of all members of Committee(s) in conspicuous locations on all AU-operated locations as well as on the university's website. The Board shall also make available the minutes of all Committee meetings on its website within 7 days of receiving copies of the minutes. The Board shall maintain a copy of all health and safety documents produced by a Committee and shall make them available for review by any employee or Association representative upon request.**
- 25.10 A quorum of a Committee is one-half of the members if:**
- a. Both worker and employer members are present, and**
 - b. At least half of those present are worker members.**
- Any business of a Committee that is transacted where a quorum is not present is not validly transacted, and any meeting of a Committee that is held when a quorum is not present is not a valid meeting of a Committee.**
- 25.11 The Board shall ensure that all Committee shall receive training respecting the duties and functions of the Committee. The Board shall bear the costs of such**

training, including providing paid time off from regular duties to complete such training.

- 25.12** A member of a Committee is entitled to take the following time away from the member's regular duties with no loss of pay or other benefits:
- a. The period of time that the member determines is necessary to prepare for each Committee meeting;
 - b. The time that the member determines is necessary to attend each meeting of a Committee or attend to Committee business or activities; and
 - c. The time required to attend health and safety training, as approved by the Committee.
- 25.13** A Committee shall hold meetings at least 6 times per year. A Committee shall hold its meetings and carry out its duties during normal working hours. Either co-chair of a Committee may call a special meeting of a Committee to deal with urgent concerns at the worksite.
- 25.14** The duties of a Committee include, but are not limited to, the following:
- a. The receipt, consideration and disposition of concerns, complaints, and reports about the health and safety of workers and other persons in the working environment;
 - b. Participation in the identification of hazards to workers and other persons arising out of or in connection with activities in the working environment;
 - c. The development and promotion of measures to protect the health and safety of persons in the working environment and determining the effectiveness of such measures;
 - d. Cooperating with an OHS officer exercising duties under the Occupational Health and Safety Act, the regulations, and the OHS Code;
 - e. The development and promotion of programs for education and information concerning health and safety;
 - f. The making of binding recommendation to the employer respecting the health and safety of workers or other persons in the working environment;
 - g. The inspection of the working environment at regular intervals and of AU-operate locations no less than once per quarter;
 - h. Participating in inspections or investigation conducted by an OHS officer;
 - i. Participating in investigations of injuries and incidents (including near misses) in the working environment; and
 - j. The maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters related to the duties of the committee.
- 25.15** The terms of reference for a Committee shall be developed by the members of a Committee. A Committee will attempt to operate by consensus but, where consensus is not reached, decisions will be made by majority vote. If a vote is

deadlocked, the deadlock shall be broken by a single ballot cast by the worker co-chair. The employer shall respond to all recommendations made by a Committee within 30 calendar day of receiving the minutes of a meeting containing a recommendation.

- 25.16 A Committee will be notified of and involved in the investigation of all health and safety incidents including, but not limited to, near-miss incidents, incidents resulting in injuries, and incidents of harassment or workplace violence.**
- 25.17 The Board will conduct air-quality testing of all AU-operated locations and spaces rented or otherwise procured by AU (1) at least once every three years, and (2) more frequently at the written request of a Committee. Such testing will be performed by a qualified firm and the results of the testing will be made available to all Staff Members.**
- 25.18 When the Association determines that there is dispute arising from this section of the collective agreement, a grievance concerning the dispute may be initiated at the Article 8.7 stage. If the Association does not accept the report provided by the Board in Article 8.8, the Association may advance the matter directly to arbitration under Article 8.11 of the collective agreement.**

Proposal 13: Equity

Principles

- ~~26.1.1~~ ~~The pursuit, creation and dissemination of knowledge through teaching and research, which are the essential functions of the University, are best achieved if the diverse composition of Canadian society is well represented among academic and professional Staff Members. Therefore the parties are committed to increasing the proportion of Staff Members from under represented groups, taking positive action to reduce barriers to advancement, and ensuring their full participation in the University community.~~
- ~~26.1.2~~ ~~The parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention and promotion of women, aboriginal peoples, persons with disabilities and visible minorities, and other categories as may be defined in federal and provincial human rights legislation or agreed to by the parties.~~
- 26.1.1** **The parties recognize that as products of colonization, each organization has contributed to racism and marginalization that have been directed by non-Indigenous peoples at Indigenous peoples.**
- 26.1.2** **The parties commit to implementing the Truth and Reconciliation Commission of Canada (TRC)'s Calls to Action.**
- 26.1.3** **The parties recognize the commitment to the principle of equity in employment begins by acknowledging ongoing systemic inequity and committing to proactive and transparent redress the effects of systemic discrimination. The parties also recognize proactive and transparent redress includes a commitment to measurable progress.**
- 26.1.4** **The parties recognize that inequity constitutes a workload issue, given that members of equity-seeking groups are most frequently called upon to undertake additional work pertaining to decolonization, Indigenization and equity, diversity and inclusion. Working under conditions of systemic discrimination constitutes a de facto increase in the workload of academic and professional Staff Members.**
- 26.1.5** **The pursuit, creation and dissemination of knowledge through teaching and research, which are the essential functions of the University, are best achieved if the diverse composition of Canadian society is well represented among academic and professional Staff Members. Therefore the parties are committed to increasing the proportion of Staff Members from underrepresented groups, taking positive action to reduce barriers to advancement, and ensuring their full participation in the University community.**

26.1.6 The parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention and promotion of Indigenous peoples, people of colour, people with disabilities, LGBTQ (lesbian, gay, bisexual, queer), Two-Spirit, transgender and non-binary people, women and other categories as may be defined in the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), federal and provincial human rights legislation or agreed to by the parties.

Employment Equity Committee

26.2.1 Within (60) days of the signing of this agreement, an Employment Equity Committee shall be established, consisting of two (2) members appointed by the Association and two (2) appointed by the Board. At least one (1) of the members appointed by each party shall be a member of one of the groups designated in this article. The chair of the committee shall rotate between the parties.

26.2.2 The Employment Equity Committee shall:

- a) serve as a vehicle for discussions between the parties concerning the development, implementation and monitoring of the objectives established in this article.
- b) assist divisions, academic centres and non-academic units in the development of hiring goals and other measures to reduce barriers facing equity-seeking groups;
- c) advise on setting employment equity goals ~~including those established under the Federal Contractors Program~~; amending the collective agreement to achieve employment equity goals; designing and implementing the University's Employment Equity Program, including equity surveys, policy reviews for equity, the design, analysis and continuity of data collection; and the identification and implementation of best practices in this area.
- d) Complete an analysis of pay equity with specific attention to age, race/ethnicity, gender, gender identity and expression, and sexual orientation among Staff Members within six (6) months of this agreement.**
- e) Conduct additional analyses of pay equity among Staff Members every third year after completion of the first pay equity analysis.**

26.2.3 The Employment Equity Committee shall report annually by 1 October to the Association and the Board.

Promotion

3.6.10 Procedure For Academic Staff Members

- a. An Academic Staff Member seeking promotion to the rank of Associate Professor or above shall provide the appropriate Executive Officer with the name of one external referee at a level equal to or superior to the rank being sought, in the same discipline or profession, together with any supporting documentation the Staff Member wishes to have considered by the referees.
- b. The Executive Officer shall select a second external referee of senior status in the same discipline or profession as the Staff Member.
- c. **For Indigenous Academic Staff Members, external referees shall be interpreted as either: those at a rank similar or above the member; an Indigenous scholar, Indigenous Elder and/or Indigenous knowledge holder; or an appropriate alternative considered on an individual basis.**

NOTE: Points following this addition shall be re-lettered accordingly.

**Proposal 14:
Contracting Out (New Language)**

- 29.1** **The Association must consent to any bargaining unit work that Athabasca University wishes to contract out. The Board must obtain consent from the Association before contracting out any work currently performed by Staff Members.**
- 29.2** **Bargaining unit work currently contracted out on the date of signing this agreement shall be limited to no longer than 24 months of cumulative duration of a consecutive or non-consecutive nature.**
- 29.3** **Any contract position that exceeds the time limit in 29.2 shall without delay be offered to the incumbent as a regular or term appointment, and if declined by the incumbent posted for regular or term appointment within the bargaining unit.**

**Proposal 15:
Academic and Professional Overload (New Language)**

30.1 When a Staff Member and Athabasca University mutually agree that the Staff Member shall perform duties in addition to those that form their normal workload, the Staff Member shall be paid based on one of the following:

i. Schedule A-3

ii. Professional work shall be classified according to the most equivalent position presently in the unit and the range of rates will be paid according to Schedule A-2.

iii. For work not covered in the points above the rate of pay shall be not less than the Staff Member's current rate of pay. Overload work assignments and payment for such work must be approved in advance by the Staff Member's supervisor and the appropriate Executive Officer and the President of AUFA. Payment for overload work shall not exceed the greater of \$35,000 or fifty (50) per cent of the individual Staff Member's annual salary.

30.2 Athabasca University will provide AUFA with a monthly report containing the following information on each agreement concluded under the previous letter of agreement since the previous report: the name of the AUFA member entering into the agreement and the name or description of the project. In addition Athabasca University will provide AUFA with a copy of every overload agreement upon request.

**Proposal 16:
Economic Benefits (Schedule B)**

The benefits contained in this Schedule are economic in nature, and together with other economic benefits contained within this Agreement may be negotiated only during negotiations of ~~salaries and economic benefits as provided for in~~ this Agreement. **With the exception of the Academic Pension Plan, which shall be jointly funded as outlined in this Schedule, the Board will pay for the full cost of providing the benefits set out in this Schedule.** Information and updates on the benefits described in this Schedule will be made available on an annual basis to all members.

Remove from Agreement:

Letter of Agreement – Letter of Agreement- Regarding the Annual Settlement of Benefit Premium Surpluses/Deficits, Revised, November 2012

The Association will present a proposal related to *Letter of Understanding – Joint Benefits Committee and Benefits Plan Reporting*, to specific coverage under the benefit plan and/or benefit funding levels once the status of benefit plan changes is clarified by both parties.

**Proposal 17:
Vacation (Schedule B)**

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

- 22 days
- 23 days after five years
- 26 days after ten years
- 27 days after fifteen years
- 30 days after twenty years
- Vacation for part-time term appointments of less than one year in length will be paid in lieu of leave at a rate of 8%. After completing one year of part-time employment through a combination of appointments of any length, appointees shall begin to accumulate vacation leave entitlement.
- **In addition to the above allotments, Staff Members will be granted four floating days of vacation each year attached to either the July 1 holiday or to National Indigenous Peoples Day. The staff member will choose which holiday applies.**

**Proposal 18:
Cost of Living Increase**

AUFA members shall receive a cost-of-living increase to their base salary of the following:

2020/21	3.0%
2021/22	3.0%
2022/23	3.0%

The Minimum, Merit/LSI Ceiling and Maximum salary levels in Schedule A-1 and Schedule A-2 shall increase each year by the same percentage as the cost-of-living increase.