

In a Collective Bargaining Dispute under the Labour Relations Code

between

Athabasca University

and

Athabasca University Faculty Association

MEDIATOR'S RECOMMENDATIONS FOR TERMS OF SETTLEMENT

Background

The parties have been bargaining for a renewal collective agreement but have been unable to settle the dispute in bargaining. The parties met in mediation on March 8, 11, 17 and 22, 2022.

They discussed all the circumstances surrounding the various issues that would influence a successful ratification by them. They discussed in detail all the items in the respective proposals that arose during negotiations or that might facilitate a settlement. They shared information on the factors impacting their dispute. Both parties have strongly advocated their respective interests while jointly recognizing the desire to reach terms that each party could ratify.

As a result of the information provided to me in the mediation, I believe releasing these mediator's recommendations is the next appropriate step to take to assist these parties in moving towards a collective agreement. These recommendations represent, in my opinion, the best indication of a possible settlement of the terms for a collective agreement.

I hope that both negotiating committees and their respective constituents and principals give serious consideration to these recommendations as a basis for bringing closure to this dispute and settlement of all outstanding issues.

Agreed Items and Items Not Within this Recommendation

The recommendations below deal with the outstanding items between the parties. If an outstanding proposal was to amend the collective agreement(s) but is not in this recommendation the collective agreement(s) will remain unchanged. If an outstanding proposal was to add to or delete from the collective agreement(s) but is not in this recommendation the collective agreement(s) will remain unchanged.

The parties resolved other items during bargaining. Appendix A sets out a summary of those agreed items.

Recommendations

I make the recommendations on the following outstanding items. The deletions are shown by ~~striketrough~~ and the additions or amendments are shown in **bold**. All recommendations take effect on date of ratification unless stated otherwise.

Term of Agreement

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

Appendix A: Economic Agreement - Across-The-Board (ATB) Increases

Across-the-board (ATB) salary increases as follows, which will be applied equally to all base salaries, and applied to all salary scales, salary maxima and minima, and increment values:

- July 1, 2020: 0%,
- July 1, 2021: 0%,
- July 1, 2022: 0%,
- April 1, 2023: 1.25% (effective 1st day of 10th month of year three of the renewal collective agreement),
- December 1, 2023: 1.5% (effective 1st day of 6th month of year four of the renewal collective agreement),
- An additional 0.5% ATB increase retroactive to December 1, 2023 (effective 1st day of 6th month of year four of the renewal collective agreement), payable in the February 2024 or March 2024 “pay cheque,” subject to the following “Gain Sharing Formula.”

- ⊖ **Gain Sharing Formula: Alberta’s 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be applied retroactively effective on the first day of the sixth (6th) month of Y4 (i.e. December 1, 2023).**
- **“Average of all Private Forecasts for Alberta’s Real GDP” for 2023 Calendar year would be a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions:**
 - Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank**
- **The most recent publicly available forecast for Alberta’s Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.**

Article 3 Regular Appointment, Probation, Determination and Performance Of Duties, And Promotion For Academic Staff Members

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: 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.**

New: Letter of Understanding – Article 3 – Promotion and Tenure Process

The parties agree as follows:

1. The parties agree to establish a joint AUFA & Board committee within one hundred and twenty (120) days of the date of ratification.
2. The committee shall consist of four (4) members named by each party.
3. The committee shall discuss potential changes to the promotion and tenure processes, including language changes in Article 3 of the Collective Agreement.
4. Any changes to the collective agreement must be agreed to, in writing by both parties.
5. The committee shall meet, at a minimum, on a quarterly basis.
6. This Letter of Understanding will expire at the end of the term of this Collective Agreement.

Article 13 - Professional Development

13.1 Principles

- 13.1.1 Staff members are encouraged to participate in the activities of the wider professional community associated with their discipline, profession, or specialty.
- 13.1.2 Financial assistance and leave or release time may be made available to support the participation of a Staff Member in the activities of the Staff Member's professional community.
- 13.1.3 The amount of financial assistance which may be made available to Staff Members will be limited in any fiscal year.
- 13.1.4 There are three sources of funding for professional development and academic research:
 - i. Professional Development Fund
 - ii. Academic and Professional Development Fund
 - iii. Academic Research Committee Fund

13.2 Professional Development Fund

- 13.2.1 The Board will reimburse a Staff Member for activities consistent with Section 13.1.1 (above) to the maximum specified in Schedule B.

13.2.2 A Staff Member shall be eligible for Professional Development Funds (Schedule B) on a pro rata basis for that portion of the ~~Contract payroll year~~ **Year** in which the Staff Member's employment began or was terminated.

13.3 Academic and Professional Development Fund

13.3.1 The Board will establish an Academic and Professional Development Fund to which Staff Members holding regular or term appointment may apply for assistance for professional development activities beyond those provided in Section 13.2.1.

13.3.2 The Academic and Professional Development Fund Committee shall establish procedures for the awarding of assistance from the fund provided for in Article 13.3.1

13.3.3 Where activities supported under Article 13.3.1 or Article 13.3.2 involve absence from regular duties and responsibilities, such absence may be approved by the appropriate Executive Officer upon the recommendation of the Staff Member's supervisor.

13.4 Academic Research Fund

13.4.1 The Board will establish an Academic Research Fund for the purpose of encouraging and assisting research activities by Staff Members. Monies from this fund shall be allocated by the Academic Research Committee.

13.5 Professional Development Leave for Academic Staff Members

13.5.1 Regular full-time **Academic** Staff Members shall be entitled to twenty-one (21) working days' Professional Development Leave per ~~year~~ payroll year.

13.5.2 **An Academic** Staff Member shall not begin Professional Development Leave without the approval of the Staff Member's supervisor. Such approval shall not be unreasonably withheld.

13.5.3 Professional Development Leave shall not be earned during a leave without pay. **Professional Development Leave shall not be earned** ~~or a sick leave after the second month of leave without pay or sick leave in any year.~~

13.5.4 Salary in lieu of Professional Development Leave will not be paid.

13.5.5 A regular **Academic** Staff Member shall be eligible for leave on a pro rata basis for that portion of the payroll year in which the **Academic** Staff Member's employment began or was terminated.

13.6 Professional Development Leave for Professional Staff Members

13.6.1 Professional Staff Members shall be entitled to twenty-one (21) working days' Professional Development Leave per payroll year, which can be accrued to a maximum of 84 working days. Any such leave requires approval of the Professional Staff Member's supervisor.

13.6.2 A Professional Staff Member with over twenty-one (21) working days of Professional Development Leave accrued, who wishes to take more than twenty-one (21) working days of Professional Development Leave must apply for Extended Professional Development Leave.

a. An application for Extended Professional Development Leave must be made at least ninety (90) calendar days in advance of the proposed start date of the Extended Professional Development Leave.

b. The application for Extended Professional Development Leave shall include:

- i. the dates and duration of the proposed Extended Professional Development Leave;**
- ii. a statement of what activities the applicant intends to undertake during the Extended Professional Development Leave;**
- iii. a statement of the value of the proposed activities to the professional development of the applicant.**
- iv. a statement of the proposed activities' value to the University.**

c. Decisions with respect to the approval of any Extended Professional Development Leave will be made by the appropriate Executive Officer.

13.6.3 Salary in lieu of Professional Development Leave will not be paid.

13.6.4 A regular Staff Member shall be eligible for leave on a pro rata basis for that portion of the payroll year in which the Staff Member's employment began or was terminated.

Article 15 Research and Study Leave

Effective the date of ratification, amend article 15 to say **Research and Study Leave for Academic Staff.**

Article 15 - Research and Study Leave for Academic Staff Members

15.1 Principles

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

15.1.2 Only **Academic** Staff Members holding regular full-time and regular part-time appointments, and Term **Academic** Staff Members (~~either Academic or Professional~~), who have filled a term position for five consecutive years-are eligible to apply for Research and Study Leave.-Such leave granted to regular part-time staff would be in

accordance with Article 3.1.4 and 4.1.4. Academic Staff Members holding term appointments are eligible for Research and Study Leave in accordance with Articles 5.12- and 5.13.

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

15.2 Purpose

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

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

15.3 Eligibility

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

After having filled a term position for five consecutive years, a Term Academic Staff Member shall be eligible for such leave.

~~15.3.2 After the granting of appointment for an indefinite term, a Professional Staff Member shall be eligible for such leave.~~

~~15.3.3 Leave or release time may be made available to a Term Professional Staff Member to take Research and Study Leave after the Staff Member has filled a term position for five consecutive years. Such leave shall be granted if recommended by the supervisor and approved by the appropriate Executive Officer.~~

15.3.42 After three years of regular full-time continuous service during which time no Research and Study Leave was taken by the **Academic** Staff Member, the **Academic** Staff Member shall again be eligible for such leave.

15.3.53 Eligibility shall accrue at the rate of two (2) months potential leave for every year of continuous full-time service.

15.3.64 Research and Study Leave may not be taken in anticipation of earning such leave.

15.3.75 Research and Study Leave entitlement may be **accrued** ~~accumulated~~.

15.3.86 An **Academic** Staff Member holding a regular full-time appointment that was immediately preceded by a term appointment shall accumulate Research and Study Leave entitlement for all of the term and regular service at two months per year for full-time continuous service (prorated for part-time service).

15.3.97-For the purposes of determining full-time continuous service as established by Section 15.3.42, leave without pay and Research and Study Leave will not be considered as full-time continuous service.

15.4 Duration

15.4.1 A Research and Study Leave for Academic Staff Members shall be a minimum of six (6) months and a maximum of twelve (12) months duration, except where shorter leave is approved by the appropriate Executive Officer.

~~15.4.2 A Research and Study Leave for Professional Staff Members shall be a minimum of two (2) months and a maximum of twelve (12) months duration, except where a shorter leave is approved by the appropriate Executive Officer.~~

15.5 Financial Support

15.5.1 Except as provided hereunder, the Board shall provide to an Academic Staff Member one hundred (100) per cent of salary for the duration of a Research and Study Leave ~~for such leave accrued after July 1, 2000.~~

~~15.5.2 In addition to the provision made for Research and Study Leave in Article 15.5.1, and in accordance with the existing terms of Article 15, and the following terms, the Board shall provide 100 per cent of salary to an Academic Staff Member who elects the Full Salary Option Research and Study Leave for such leave accrued prior to July 1, 2000:~~

- ~~a. such leave shall be a minimum of six months and a maximum of 12 months duration, except where shorter leave is approved.~~
- ~~b. such leave shall be converted and consumed in accordance with the provisions of Schedule F.~~
- ~~c. an application for such leave must include a statement that the Full Salary Option Research and Study Leave is being selected.~~
- ~~d. prior to the granting of such leave, Human Resources will provide to the applicant and the Executive Officer a calculation of the available leave time available to ensure that the requested leave period and salary option is available.~~

~~15.5.3 Except as provided hereunder and in Article 15.8, the Board shall provide to a Professional Staff Member eighty (80) per cent of salary for the duration of a Research and Study Leave.~~

15.5.42 An **Academic** Staff Member on Research and Study Leave shall not be entitled to remuneration during the leave from all sources, in excess of 100 per cent of the **Academic** Staff Member's normal salary from Athabasca University without the prior approval of the **Executive Officer** ~~Vice President Academic~~. Prior approval is not required for income sources that existed prior to the commencement of the Research and Study Leave.

15.5.53 An **Academic** Staff Member on Research and Study Leave who in any calendar month is in receipt of remuneration that does not conform to the terms of 15.5.42 shall promptly report the sources and actual amounts to the **Human Resources Officer** ~~Director, Human Resources~~. Remuneration in excess of 100 percent of normal monthly salary shall be deducted from the **Academic** Staff Member's next pay.

15.6 Application

15.6.1 Eligible Academic Staff Members shall make formal application to the supervisor in writing by October 1 of the year preceding the academic year (1 July to 30 June) in which the Research and Study Leave is to commence. Decisions on the granting of such leave shall be made by December 1 following the receipt of the formal application by the appropriate Executive Officer.

~~15.6.2 Eligible Professional Staff Members shall make formal application to the supervisor by October 1 or April 1 of any year. The application shall precede the date of the proposed leave by at least eight (8) months. Decisions on the granting of such leave shall be made within two (2) months of the receipt of the formal application by the appropriate Executive Officer.~~

15.6.32 An application for Research and Study Leave shall include:

- a. the duration of leave requested;
- b. a statement of what the **Academic Staff Member** ~~applicant~~ intends to **accomplish** ~~do~~ during the proposed leave;
- c. where the purpose of the leave is graduate study or professional training the leave request shall include a plan that outlines steps and timeframes for completion;
- d. a statement of the value of the proposed activity to the professional development of the **Academic** Staff Member;
- e. a statement of the proposed activity's value to the University;
- f. an estimate of the remuneration expected by the **Academic** Staff Member from

- sources other than Athabasca University, including research grants, travel grants, fees, honoraria, etc.;
- g. an estimate of any expenses the **Academic** Staff Member may incur, including tuition fees, travel costs, etc.
 - h. ~~salary option in the case of Professional Staff applications.~~

15.7 Approval

15.7.1 **An Academic** Staff Member shall be granted Research and Study Leave, provided that:

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

15.7.2 Where Research and Study Leave meets the criteria for approval on the basis of merit of the application, but the leave is denied due to financial or staffing constraints, the application will be given first priority the following year or application period and shall not be unreasonably denied.

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

~~15.8 Professional Staff Member Full Salary Option~~

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

~~15.8.2 Full Salary Option Research and Study Leave shall be converted and consumed in accordance with the provisions of Schedule F.~~

~~15.8.3 Decisions on the granting of such leave shall be made within two (2) months of the receipt of the formal application by the appropriate Executive Officer.~~

~~15.8.4 A full salary option Research and Study Leave may be taken:~~

- ~~a. In consecutive years provided there is a break of four months prior to the commencement of any subsequent Research and Study Leave;~~
- ~~b. Subsequent to an 80 per cent option leave after three years of regular full time continuous service.~~

~~15.8.5 An eligible Professional Staff Member who has unsuccessfully applied for a full salary option for Research and Study Leave must wait at least one year before re-applying for either full salary or an 80 per cent salary Research and Study Leave.~~

15.98 Reporting

15.98.1 The **Academic** Staff member who is granted Research or Study Leave shall, within one (1) month of the **Academic** Staff Member's return from leave, submit a written report to the supervisor. This report shall include:

- a. what was accomplished on the study leave;
- b. a declaration of income as required by section 15.5.53.

15.109 Economic Benefits

~~15.109.1~~ While on Research and Study Leave, an **Academic** Staff Member shall make contributions to the appropriate pension plan. ~~Athabasca~~ The University shall make contributions at the rates provided for in the pension plan. Periods of Research and Study Leave shall be counted as time spent in full-time continuous service for the purpose of determining pension benefits.

~~15.109.2~~ While on such leave, an **Academic** Staff Member is eligible for promotion and salary increments as provided for elsewhere in this Agreement.

~~15.109.3~~ While on such leave, the **Academic** Staff Member shall continue to make contributions as required by statute.

~~15.109.4~~ While on leave, the **Academic** Staff Member will continue to be eligible for the benefits contained in Schedule B of this Agreement. ~~Athabasca~~ The University is not responsible for maintaining the level of benefits, if the benefits or the cost of the benefits are modified by the terms of the leave including the **Academic** Staff Member's level of salary and/or the **Academic** Staff Member's physical location while on leave.

15.10.5 Vacation leave, and Professional Development Leave shall not accrue during the period **Academic** Staff Member is on Research and Study Leave.

~~15.109.6~~ Vacation leave and Professional Development Leave that, except for Section 15.109.5, would have accrued during such leave, shall be deemed to have been taken during such leave.

15.110 Research and Study Leave Travel and Relocation Fund

~~15.110.1~~ The Research and Study Leave Travel and Relocation Fund (RSLTRF) offsets travel, and relocation expenses necessarily and reasonably incurred as a result of activities in accordance with Article 15- Research and Study Leave Activities:

a. When an **Academic** Staff Member travels to locations and for activities integral to the conduct of ~~their~~ ~~his or her~~ Leave.

b. When an **Academic Staff** Member and ~~their~~ ~~his or her~~ family relocates residence as a result of a Research and Study Leave.

~~15.11.2~~ On April 1 of each year, \$15,000 shall be placed in the RSLTRF. By March 31 of the following year, any amount not disbursed shall be carried over in the following year. The RSLTRF Committee will review fund usage at the beginning of each fiscal year.

~~15.11.3~~ Funds shall be disbursed in accordance with the Research and Study Leave Travel and Relocation-Policy and Procedures.

15.11.4 The fund shall be administered by a RSLTRF Committee with four voting members:

- a. One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-2.
- b. One primary voting committee member and one alternate voting committee member selected by and from all Association members subject to schedule A-1.
- c. A Human Resources officer or designate as a voting member.
- d. The Vice-President, Finance and Administration or designate as a voting member.
- e. An Executive Officer or designate appointed by the President as a non-voting chair.
- f. RSLTRF Committee members serve two-year terms starting the first month following their selection. Committee members may serve subsequent terms.

Each party is responsible for ensuring that their representatives are appointed to the committee.

New: Letter of Understanding - Re: Research and Study Leave for Librarians

Whereas Article 15 of the Collective Agreement between the parties which expired on June 30, 2020 (the “Collective Agreement”) states that eligible Professional Staff Members may access and accrue Research and Study Leave;

And whereas the University and the Association have agreed to amend the Collective Agreement such that Professional Staff Members will no longer be eligible for Research and Study Leave under Article 15;

And whereas the University and the Association have entered into a Letter of Understanding regarding Research and Study Leave Accruals for Professional Staff Members (the “LOU”);

And whereas the University employs Staff Members within the bargaining unit as “Librarians”, being employees who are in the following positions:

- Associate University Librarian, Collection Services
- Open and Educational Resources (OER) Librarian
- Associate University Librarian, Library Academic Services Support (LASS)
- Instruction & Reference Service Librarian
- Associate University Librarian, Learning & Research Services
- Information Literacy & Resource Access Librarian
- Research Data Management Librarian
- Manager, Library Information Services

The University and the Association hereto agree as follows:

1. For the purposes of Articles 13 and 15 only, Librarians are considered Academic Staff Members and not Professional Staff Members.
2. For clarity, the LOU will not apply to Librarians.
3. Should the above position titles be changed in the future, it will not affect the terms of this Letter of Understanding.
4. This offer is without prejudice and precedent.

New: Letter of Understanding – Research and Study Leave Accruals for Professional Staff Members

The parties agree as follows:

Whereas Article 15 of the collective agreement between the parties which expired on June 30, 2020 (the “Collective Agreement”) states that eligible Professional Staff Members may access Research and Study Leave;

And Whereas Article 15 of the Collective Agreement provides that Research and Study Leave time is accrued by eligible Professional Staff Members, at the rate provided for under the Collective Agreement;

And Whereas further to Article 15 of the Collective Agreement, certain Professional Staff Members have as of the date of this Letter of Understanding accrued time for Research and Study Leave (the “Affected Professional Staff”);

And Whereas the University and the Association have agreed to amend the Collective Agreement such that Professional Staff Members will no longer be eligible for Research and Study Leave under Article 15;

The University and the Association hereto agree as follows:

- 1. Effective upon ratification of a new Collective Agreement, Professional Staff Members shall no longer accrue Research & Study Leave.**
- 2. Permanent Affected Professional Staff are required to make an election of one of the following options:**

a. Option 1 – Payout for Research & Study Leave Accrual

Accrued but unused Research & Study Leave shall be eliminated upon ratification of a new Collective Agreement. In exchange, each Affected Professional Staff who selects Option 1 shall receive a one-time lump sum payment of \$10,500.00 (less statutory deductions).

In addition to the one-time lump sum payment, Affected Professional Staff will also be permitted a one-time retroactive seeding of the Professional Development Leave bank with all earned but unused Professional Development Leave, retroactive to the end of the payroll year that ended on December 19, 2020. For clarity, if, at the end of the payroll years ending on December 19, 2020, and December 18, 2021, an Affected Professional Staff member had any accrued but unused Professional Development Leave, that unused leave will be added to their current entitlement to Professional Development Leave for the payroll year ending December 17, 2022.

The revised Article 13 shall apply effective date of ratification.

b. Option 2 – Conversion of Research & Study Leave

Herein, “month” means the working days in a month.

Accrued but unused Research & Study Leave shall on a one-time basis be converted to Professional Development Leave, in accordance with the provisions of Schedule F, to a maximum of 12 months of Professional Development Leave to be paid at 100%.

Up to 12 months of Professional Development Leave may remain in the Professional Development Leave banks of Affected Professional Staff indefinitely. As the bank is used, it is depleted. Once the bank has been depleted below 84 working days, Affected Professional Staff shall begin accrual of Professional Development Leave in accordance with Article 13.

There shall be no retroactive seeding of the Affected Professional Staff's bank. For clarity, Affected Professional Staff who elect Option 2 will not receive a retroactive deposit in their bank of unused Professional Development Leave from December 19, 2020 to the date of ratification.

There shall be no monetary payment associated with Option 2.

The application process for Professional Development Leave and Extended Professional Development Leave in accordance with Article 13 shall apply.

- 3. The election process will be administered by the University.**
- 4. Affected Professional Staff will be required to make an election within 30 days of ratification. If any Affected Staff Member does not make an election before this deadline, then that employee will be deemed to have elected Option 1.**
- 5. The one-time payment under Option 1 is contingent upon the parties having a ratified (by both parties) Agreement by March 31, 2022. For clarity, if the parties have not achieved a ratified agreement by March 31, 2022, the offer under Option 1 (including the one-time payment) expires and is withdrawn.**
- 6. Transitional Provisions**
 - a. For those Affected Professional Staff who are, as of March 23, 2022, currently on Research & Study Leave:**
 - i. The Affected Professional Staff will continue their current Research & Study Leave until the scheduled end date of that leave.**
 - ii. If the Affected Professional Staff would have any Research & Study Leave accruals remaining at the end of their current Research & Study Leave, any such Affected Professional Staff would be required to make an election with respect to that remaining amount, pursuant to Article 2 of the Letter. For clarity, that election will be made based on the timeline articulated at Article 4 of this Letter.**
 - b. For those Affected Professional Staff who have applied for Research & Study Leave, and that leave has been approved as of March 23, 2022:**
 - i. The Affected Professional Staff begin their approved Research & Study Leave. It shall continue until the date approved by the University.**
 - ii. If the Affected Professional Staff would have any Research & Study Leave accruals remaining at the end of their approved Research & Study Leave, any such Affected Professional Staff would be required to make an election with respect to that remaining amount, pursuant to Article 2**

of the Letter. For clarity, that election will be made based on the timeline articulated at Article 4 of this Letter.

- c. For those who have not applied for Research & Study Leave on or before March 23, 2022, or who have applied for Research & Study Leave but have not had that leave approved, they will not be entitled to any Research & Study Leave.

7. This offer is without prejudice and precedent.

New: Letter of Understanding - Re: Research and Study Leave for Term Excluded Employees

Whereas Article 15 of the Collective Agreement between the parties which expired on June 30, 2020 (the “Collective Agreement”) states that eligible Professional Staff Members may access and accrue Research and Study Leave;

And whereas the University and the Association have agreed to amend the Collective Agreement such that Professional Staff Members will no longer be eligible for Research and Study Leave under Article 15;

And whereas the University and the Association have entered into a Letter of Understanding regarding Research and Study Leave Accruals for Professional Staff Members (the “LOU”);

And whereas there are currently employees who are employed by the University in temporary excluded term roles, referred to here as the “Term Excluded Employees”:

And whereas the Term Excluded Employees may revert into Professional Staff Member positions at the end of their current term contracts.

The University and the Association hereto agree as follows:

1. Term Excluded Employees who have accrued but unused Research & Study Leave as of March 23, 2022 will be required to make an election in accordance with the process and timelines articulated in the LOU. For clarity, that election will occur forthwith, and will address all Research & Study Leave accruals, included any such accruals that have been transferred into their excluded role.
2. This offer is without prejudice and precedent.

Article 16. Other Leaves

16.8 *Compassionate Care Leave*

- 16.8.1 A Staff Member shall be granted leave of up to ~~eight (8)~~ **twenty-seven (27)** weeks without pay to provide emotional support, arrange health care, or directly provide health care to an ill family member who has a **grave illness** and 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-seven (27)** weeks.
- 16.8.3 For the duration of the leave, the Board and the Staff Member shall continue to pay the same portion of benefit premiums and pension contributions paid while the Staff Member was not on leave.
- 16.8.4 The period of the Staff Member's leave shall be included in the calculation of her/ his length of service for other leaves under articles 13, 14, 15 and 16.

Article 25. Occupational Health and Safety

25.1 The parties support the concept of an occupational health and safety program and agree to participate in the joint Occupational Health and Safety Committee. AUFA will be entitled to appoint two representatives to the joint Occupational Health and Safety Committee.

25.2 The Occupational Health and Safety Committee will consider the occupational health and safety of persons employed by the University and, if required, make recommendations to the employer.

25.3 The employer will ensure, so far as it is reasonably possible to do so, the occupational health and safety of its employees, which includes their psychological safety.

25.4 Recognizing that employees may work in near-virtual workspaces, the Employer is committed to working with employees and the Occupational Health and Safety Committee to identify hazards and implement controls in accordance with the University's policies and legislation.

25.5 The employer shall notify the union chair of every workplace injury or incident which results in the death or hospital admission of a member of the bargaining unit within seven (7) calendar days of its being reported to the employer.

25.6 All health and safety incidents will be reviewed by the Joint Occupational Health and Safety Committee.

25.7 Employees will take reasonable care to protect their own occupational health and safety and the occupational health and safety of other workers.

Article 26. New Letter of Understanding – The University’s Equity, Diversity and Inclusion Framework and Action Plan

The Board will finalize its institutional equity, diversity and inclusion framework and action plan, by July 01, 2023.

The Employment Equity Committee (established in article 26) will act as an advisor to the Board in the creation of the framework and action plan. This framework and action plan will identify a review plan to identify, collect and assess baseline data on the (under) representation of and employment barriers experienced by people identifying as part of the groups identified in Article 26 as appropriate to the framework and action plan.

The Employment Equity Committee may advise on the information to identify, collect and assess. The Employment Equity Committee will receive the report and summary data to inform its future work under article 26.

New Letter of Understanding – Near-Virtual Home Office Set-Up and Support

Whereas the Collective Agreement between the parties expired on June 30, 2020 (the “Collective Agreement”);

And Whereas the University is implementing a Near-Virtual strategy which recognizes AU as a near-virtual workplace in an online, digital environment;

The University and the Association hereto agree as follows:

- 1. Effective upon ratification of a new Collective Agreement, permanent Academic and Professional Staff Members shall receive a one-time, lump sum payment of \$2,000 (less statutory withholdings) to set up and support a home office, where they are required by the University to work from home.**
- 2. Staff Members who have already received a lump sum amount under the University’s *Teleworking Policy for Academic Staff* or the *COVID-19 Home Office Set-up Allowance* shall**

have the amount of that previous lump sum deducted from their entitlement to the lump sum payment contemplated above.

3. Notwithstanding paragraph 2 of this Letter, Academic Staff Members who previously received \$2,000 (less statutory withholdings) under the *Teleworking Policy for Academic Staff* at least six (6) years prior to the date of ratification, have been employed by Athabasca University for at least six (6) continuous years at the date of ratification, and continue to be required by the University to work from home shall be eligible for a one-time \$800 lump sum amount (less statutory withholdings).
4. In addition to the one-time lump-sum payment in paragraph 1 of this Letter, Staff Members who are required by the University to work from home shall receive a payment of \$35/biweekly to cover the cost of ongoing home office expenses, including internet and printing. This amount takes effect upon ratification and replaces the current \$25/biweekly allowance currently provided to Professional Staff Members under the *COVID-19 Home Office Allowance* and the current \$61/month allowance for printer and internet provided to Academic Staff Members.
5. This Letter of Understanding expires upon implementation by the University of its *Near-Virtual Home Office Set-up and Support Program (the Program)*. The payments provided under the Program will not be lower than the amounts provided for in this letter of understanding.
6. This offer is without prejudice and precedent.

New: Letter of Understanding Deans

Whereas:

1. On February 18, 2011 the parties signed a Letter of agreement – entitled “Letter of Agreement- Deans” (the “Deans LOA”);
2. The *Post Secondary Learning Act* permits the Board, subject to s. 58.6 of the *Labour Relations Code*, to change a designation as a category of employees or of individual employees as academic staff members.
3. In accordance with the Board’s Designation and Academic Policy and Procedure, the Board has decided to remove the designation of Deans as academic staff members, but to defer the implementation of that decision until the Labour Relations Board has made a decision on the designation status of the Deans, assuming an application has been made to the Labour Relations Board regarding the designation status of the Deans.

4. AUFA has made application to the Labour Relations Board regarding the designation status of the Deans.
5. The Labour Relations Board has not yet rendered its decision regarding the designation status of the Deans.

The Parties hereby agree to the following:

6. If the Labour Relations Board decision regarding the designation status of Deans is that Deans shall be designated as academic staff members, the Deans LOA shall continue to be part of the Collective Agreement.
7. If the Labour Relations Board decision regarding the designation status of Deans is that Deans shall cease to be designated as academic staff members, the Deans LOA shall cease to part of the Collective Agreement, and shall cease to have any force or effect, and any reference in the Collective agreement to the status, rights or status or entitlements of Deans as designated academic staff members, including but not limited to those references to Deans.

Letter of Understanding – Joint Benefits Committee and Benefits Plan Reporting

The parties agree as follows:

1. The Joint Benefits Review Committee consist 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.~~
2. The Joint Benefits Review Committee shall be chaired by a **Board and Association representative AUGC and AUFA** on a six-month rotating basis with administrative support provided by Human Resources.
3. 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;
 - develop 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.
4. **Either party may suggest changes to benefit packages.**

5. No changes shall be made or agreed to by the parties in respect of the benefits levels, coverage, or premium rates for each and all plans listed in Schedule B of the Terms and Conditions of Agreement Between ~~AUGC the Board~~ and AUFA except as a result of written agreement between the AUFA and ~~AUGC the Board~~ or as may be required by law. **Such written agreements can be made at any time during the life of this agreement.**
6. ~~AUGC the Board~~ will supply AUFA with a copy of the master policy of each of the Plans specified in Schedule B and copies of all correspondence, other than that dealing with individual claims, between AUGC, the carriers of the respective plans, and consultants with respect to the Plans specified in Schedule B.
7. The Joint Benefits Review Committee shall remain in full force and effect until June 30, ~~2013~~**24** and may be extended by mutual agreement of both parties.

Ratification by The Parties

Under section 65(6) of the Labour Relations Code each party is required to advise the Mediator if they accept or reject these Mediator's Recommendations.

I request that each party officially advise me, by email on or before 1:00 pm, Thursday, March 31, 2022 if you accept or reject these recommendations. Please copy the other party.

If both of you accept/ratify the recommendations, you would proceed to prepare and sign the new collective agreement comprising the items you agreed to and these recommendations. The Date of Ratification would be the latter date either of you notify me of ratification.

If either or both of you reject these recommendations, you may:

1. return to bargaining, alone or with the mediator, or
2. exercise your further rights under the *Labour Relations Code*.

I remain available to assist you at any point in the process. Thank you for your assistance in the process.



Deborah M. Howes, C. MED., I.M.I. Cert.,

Mediator

March 24, 2022

Appendix A – Agreed Items

Article 1 - Definitions

- Article 1.5 – Signed 2021-03-25
 - The parties agreed to add “Deputy” to the list of positions defined as “Executive”
- Articles 1.7, 1.11 and 1.19 – Signed 2021-03-25
 - The parties agreed to strike unused definitions of “Division” (Article 1.7), “Day” (Article 1.11), and “Age” (Article 1.19)

Article 2 – Scope, Duration, Renewal, and Amending Procedures

- Article 2.1.5 – Signed 2021-03-25
 - The parties agreed to strike “Professional Officer of”
- Article 2.1.8 – Signed 2021-03-25
 - The parties agreed to substitute “absent” for “not in attendance at the University” and strike “or”
- Article 2.2.1 and 2.3.1 – Signed 2022-01-31
 - The parties agreed to modify the language for renewal and extension of the agreement
- Article 2.5.5 – Signed 2021-03-25
 - The parties agreed to modify the language regarding Labour Management Committee (LMC) meetings

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

- Article 4 – Signed 2022-03-23
 - The parties agreed to change “Athabasca University” to “The Board” and other housekeeping language changes
- Article 4.3.2 – Signed 2022-03-23
 - The parties agreed to strike “These duties may include the mentoring of

colleagues as determined by joint agreement between the Staff Member and the Supervisor”

- Article 4.3.10 – Signed 2022-03-23
 - The parties agreed to modify the language on who evaluates Staff Member performance under a change of supervisor
- Article 4.5 – Signed 2022-03-23
 - The parties agreed to modify the language on professional position evaluation to reflect existing practice

Article 5 – Term Appointments

- Article 5.7b – Signed 2022-03-23
 - The parties agreed to strike language duplicated in Schedule B
- Article 5.12 and 5.13 – Signed 2022-03-23
 - The parties agreed to modify language to match the title of Article 13

Article 10 Discrimination and Harassment

- Article 10.1 – Signed 2022-03-23
 - The parties agreed to add new grounds and to strike “place of residence”

Article 7 – Other Leaves

- Article 7 – Signed – Signed 2022-03-23
 - The parties agreed to inclusive language changes, change “Athabasca University” to “The Board” and other housekeeping language changes

Article 16 – Other Leaves

- Article 16 – Signed 2023-03-23
 - The parties agreed to modify the language from “illness” to “sick leave” and other housekeeping language changes
- Articles 16.6 and 16.7 – Signed 2022-01-31

- The parties agreed to modify the language to reflect existing employment standards and inclusive language

Article 23 – Death in Service

- Article 23.1 – Signed 2022-01-31
 - The parties agreed to modify the language to reflect calculation of benefit based on biweekly pay cycle

Letters of Agreement/Understanding

- The parties agree to RENEW all letters of agreement except the following:
 - Productivity Awards, September 3, 2003 (DELETE)
 - IP, June 18, 2019 (DELETE)
 - Spousal Hiring, June 18, 2019 (DELETE)