

MEMORANDUM OF AGREEMENT

between

Athabasca University
(hereinafter referred to as "the Employer")

and

The Alberta Union of Provincial Employees
Local 069
(hereinafter referred to as "the Union")

Pursuant to Section 21 of the Public Service Employee Relations Act, the undersigned being authorized to bargain collectively, agree upon the following Tentative Agreement:

1. The Articles, Letters of Understanding, and Salaries Appendix attached herein including the Articles and Letters of Understanding previously signed by the Parties during collective bargaining shall constitute the full Collective Agreement between the Parties. All other Articles and Letters of Understanding in the current Collective Agreement not specifically noted in this Memorandum of Agreement are included, status quo.
2. The Tentative Agreement is subject to ratification by both Parties, and constitutes the full agreement between the Parties. The undersigned agree to recommend acceptance of this Tentative Agreement to their principles.
3. Once ratified, the Employer and the Union will send a joint communication release to all Employees affected by this agreement.

Signed this 5 day of July, 2011.

FOR THE EMPLOYER:

Signature

Signature

Signature

Signature

Signature

FOR THE UNION:

Signature

Signature

Signature

Signature

Signature

Appendix A

Article	Title
8	Salaries and Salary Increments
11	Posting of Vacancies
14	Grievance Procedure
16	Hours of Work
21	Paid Holidays
23	Sick Leave
37	Course Allowance
38	Term and Effective Dates
	Letter of Understanding Re: Contracting Out
	Letter of Understanding Re: Paid Day Off
	Letter of Understanding Re: Leave Days

References:

1. **Paid Leave Day:**
 - 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) AUGC 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.

2. **Support Staff Professional Development Fund (SSPD) –** The Employer will change the policy to add \$20,000 to the SSPD fund effective April 1, 2012 for a total of \$70,000 per budget year and make changes necessary to this policy to be compliant with CRA rules.

3. The parties agree to explore possibilities for a retiree benefit plan which would be cost neutral to the employer and existing employees, by working with the Joints Benefits Committee.

4. Schedule 'A' to the amended Collective Agreement is adjusted by two percent (2.0%) COLA, effective July 1, 2011, and two and one half percent (2.5%) COLA, effective July 1, 2012 of the current Collective Agreement. Schedule 'B' to the amended Collective Agreement and Schedule 'C' to the amended Collective Agreement will be updated to reflect any changes prior to printing.

APPENDIX A

AMD

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."
- 8.03 An annual increment may be withheld if an Employee fails to satisfactorily perform the duties assigned to the Employee.
- 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 ~~exceptional~~ **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 ~~exceptional~~ **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.
- 8.04 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.

AMD

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. ~~At the conclusion of the trial period, the Employee shall be advised in writing, as to whether the Employee's transfer or promotion has been made permanent.~~

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.

AMD

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 ~~or complaint~~ 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 endeavour 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 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.

AMD

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) ~~extra-paid holiday~~ day under Clause 21.02 (a) and (b) will be allowed during the summer months.

(d) Casual Employees are not eligible for ~~this~~ 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.

AMD

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.
 - ~~(d) "Employment Year" begins with the date of employment and continues with each full year of continuous employment thereafter, unless the date of employment is changed by the operation of the terms of this Agreement.~~

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.

AMD

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.

AMD

ARTICLE 38

Term and Effective Date

- 38.01 The term of this Collective Agreement shall be effective from July 01, ~~2010-2011~~, and shall remain in force and effect until June 30, ~~2011-2013~~, 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, ~~2010-2011~~ 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.

LETTER OF UNDERSTANDING

Between

Athabasca University Governing Council

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, ~~2011~~ 2013.

ON BEHALF OF THE ATHABASCA
UNIVERSITY GOVERNING
COUNCIL

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES

Date

Date

LETTER OF UNDERSTANDING

Between

Athabasca University Governing Council

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) AUGC 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 ATHABASCA
UNIVERSITY GOVERNING
COUNCIL**

**ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL
EMPLOYEES**

Date

Date

Remove

LETTER OF UNDERSTANDING

Between

Athabasca University Governing Council

And

The Alberta Union of Provincial Employees, Local 069

Re: Leave Days

The Parties agree to the following:

~~2. Leave Days~~

- ~~g) On June 28,29,30, 2010 will be taken as days off with pay~~
- ~~h) On July 2 and December 24, 2010 will be taken as days off without pay~~
- ~~i) AUGC will deduct eight tenths of one percent (0.8%) from AUPE member's hired on or before July 2, 2010 of gross pay for the period of July 1, 2010 to June 30, 2011. Part time Employees will be pro-rated based on their monthly earnings. This does not have an impact on Employee's PSPP Pension.~~
- ~~j) Employees who have been hired or return from an approved leave of absence after July 5, 2010 and remain an Employee on December 24, 2010 will receive a one (1) day deducted off their December, 2010 pay.~~
- ~~k) Employee's hired or return from an approved leave of absence after January 1, 2011 will be exempt from these Leave Days noted above.~~
- ~~l) AUGC may, in consultation with AUPE direct Employees to take alternate leave days if necessary to meet minimal operational requirements.~~
- ~~m) Employees under the Historical Resources Intern Program (HRIP) will be exempt from these Leave Days noted above.~~
- ~~n) Casual employees will take the days without pay.~~

This Letter of Understanding will expire on June 30, 2012.

ON BEHALF OF THE ATHABASCA	ON BEHALF OF THE ALBERTA
UNIVERSITY GOVERNING	UNION OF PROVINCIAL
COUNCIL	EMPLOYEES
