

MEMORANDUM OF AGREEMENT

between the

Association of Academic Staff of the University of Alberta (“Association”)

and the

Governors of the University of Alberta (“Board”)

regarding

INTRODUCTION OF COMPREHENSIVE COLLECTIVE BARGAINING

Preamble:

The parties agree that the next round of collective bargaining between the Board and AASUA shall require the following:

1. a single collective bargaining process governing all academic staff members represented by the AASUA;
2. the adoption of a single, comprehensive collective agreement covering all academic staff members of the Association, replacing the seven academic Agreements currently in effect; and
3. ratification votes by the Board and the Association’s membership for the adoption of the new collective agreement, unless the parties mutually agree to binding interest arbitration.

The parties further recognize that the amendments described in this Memorandum of Agreement shall be replicated for all existing academic Agreements in accordance with the numbering employed below.

FACULTY AGREEMENT

NOTE: 2.01 to 2.04 are new Articles replacing previous Article 2 and 2.05 to 2.11 are old Articles 5.01 to 5.10 and 5.13 which are moved and re-numbered.

Article 2

Term of Agreement and Agreement Review Committee

- 2.01 This Agreement is binding upon the Board, the Association, and each staff member.
- 2.02 This Agreement expires on June 30, 2018 (the “Expiration Date”), however, if notice to bargain is not given in accordance with 19.02, the Expiration Date of this Agreement shall be deemed to be extended by one year.
- 2.03 There shall be no strike or lockout during the term of this Agreement.
- 2.04 Minor editorial corrections in this Agreement, or to any of its Appendices, may be made by mutual agreement of the parties during the term without ratification by the Association and the Board, provided that such changes are reduced to writing and executed by the signing officers of the parties to this Agreement. Any other changes made by mutual agreement of the parties during the term shall be subject to ratification.

Agreement Review Committee (ARC)

- 2.05 There shall be an ARC which shall:
- a) consider and reach agreement on interpretations to this Agreement (Article 28);
 - b) approve variations for an FEC upon the recommendations of a Faculty Council (13.11(a) and 13.12); and
 - c) serve as a joint reference body for consideration of matters which affect the contracts of staff members.
- 2.06 The ARC shall consist of four (4) members appointed by the Board and four (4) members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall inform the other in writing of the names of its appointed members and of changes thereto.
- 2.07 The Board and the Association shall each have one vote on ARC.

- 2.08 Matters referred to ARC under 2.05 (c) may be brought forward by the Provost or by the President of the Association.
- 2.09 ARC shall meet as frequently as necessary to consider matters proposed by either the Board or the Association.
- 2.10 Both the Board and the Association may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of ARC.
- 2.11 Decisions reached by ARC shall be binding on the Board and the Association and on individual staff members.
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NOTE: Article 3 is re-numbered from previous Article 2.

Article 3
Academic Freedom and Access to Information

Academic Freedom

- 3.01 The University of Alberta is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge.
- 3.02 The University expects each staff member to engage in these endeavours.
- 3.03 The parties to this Agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrine. Academic freedom does not confer legal immunity; nor does it diminish the obligation of members to meet their responsibilities to the University as set out in Article 7 (University responsibilities).
- 3.04 Members have the right to publish the results of their research without interference or censorship by the institution or its agents.

Access to Information

- 3.05 A staff member shall have access, with reasonable notice, to the records of all personal information pertaining to the staff member, except:
- a) to confidential evaluations regarding the staff member's application for employment;
 - b) to confidential evaluations regarding career decisions about a staff member which are made in accordance with the procedures of Articles 13, 14 and 15;

- c) to portions of the record that would not be released under the provisions of the Freedom of Information and Protection of Privacy Act.

3.06 The staff member may request of the custodian of files that the staff member be permitted to examine the staff member's personal files in that office. Such examination shall be during working hours. During the examination, the staff member shall be accompanied by the custodian, or delegate. The staff member shall not remove the file from the office, and subject to 3.07 and 3.08, shall not change anything in the file.

Right to correct information

3.07 A staff member may request that information in a record pertaining to the staff member be corrected.

3.08 If the information in the record is opinion, the staff member may submit an annotation which shall be linked to a record. If a request that information in a record be corrected is not accepted, the staff member may submit an annotation which shall be linked to the record.

NOTE: Article 4 is re-numbered from previous Article 3.

Article 4
Association Recognition

4.01 In accordance with the provisions of 60(2) of the *Post-Secondary Learning Act*, a staff member becomes a member of the academic staff, and a member of the Association on the date of appointment.

4.02 Association dues shall be deducted from the staff member's pay and shall be remitted to the Association.

4.03 A staff member may, annually in writing, request the appropriate University Officer to remit amounts otherwise payable as Association dues to a program which is related to and administered by the University. The specific cause shall be selected from time to time by the executive of the Association and the Provost.

NOTE: Previous Article 4 (Delegation) has now been re-numbered to new Article 5.

Article 19
Collective Bargaining

Time Lines

19.01 The parties may vary the timelines under this article by mutual agreement.

Notice to Commence Collective Bargaining

19.02 By December 1 of the year preceding the expiration date, either party may give the other notice in writing of its intent to commence collective bargaining.

19.03 The written notice from one party to the other for the purpose of commencing collective bargaining shall contain or be accompanied by a statement showing the name and addresses of not more than seven (7) persons authorized to do all of the following on behalf of the Board or the Association:

- a) bargain collectively;
- b) conclude an Agreement; and
- c) sign an Agreement.

One of the 7 persons authorized to negotiate for the party providing the written notice shall be designated as Lead Negotiator.

19.04 By January 15 following the receipt of the written notice to commence collective bargaining, the receiving party shall, by notice in writing to the other party, name not more than seven (7) persons authorized to do all of the following on its behalf:

- a) bargain collectively;
- b) conclude an Agreement; and
- c) sign an Agreement.

One of the 7 persons authorized to negotiate for the receiving party shall be designated as Lead Negotiator.

19.05 As part of the notice to commence collective bargaining, each party shall inform the other of the process it shall follow to ratify the negotiated Agreement. This process shall remain in effect for the duration of the collective bargaining process.

19.06 Notice for the purpose of commencing collective bargaining shall be addressed in the case of the Board to the Provost and in the case of the Association to the President of the Association. In the case of the Board, notice may be served on the Provost in person or by

email. In the case of the Association, notice may be served on the President or the Executive Director in person or by email.

- 19.07 Any changes with respect to the persons specified in 19.03 or 19.04 shall forthwith be communicated in writing to the other party to the collective bargaining process.

Commencement of Negotiations

- 19.08 By February 1st following the written notice in accordance with 19.04, the parties shall meet for the purpose of exchanging collective bargaining proposals. Proposals shall include a complete list of the items that each party wishes to negotiate and set forth each party's position on the items within their respective proposals.
- 19.09 The parties shall bargain collectively in good faith and make every reasonable effort to enter into an Agreement.
- 19.10 Each party may invite consultants and resource persons to attend negotiating sessions.

Settlement and Ratification

- 19.11 Where a settlement has been reached, the parties shall refer it to the Board and to the Association for ratification.
- 19.12 If an Agreement is reached but not ratified by one or both parties, collective bargaining shall resume in an effort to achieve a settlement of unresolved bargaining issues. In such case the parties shall continue to bargain collectively in good faith and make every reasonable effort to enter into an Agreement.
- 19.13 The parties may mutually agree to a binding settlement of unresolved bargaining issues by referral to a binding interest arbitration board.

Effect of the Collective Agreement

- 19.14 The provisions of the Agreement are binding on:
- a) the AASUA and every academic staff member on whose behalf it has bargained collectively; and
 - b) the Board.
- 19.15 If the Agreement is for an unspecified term, the Agreement is deemed to provide for its operation for a term of one year from the date on which operation commences.
- 19.16 When the terms and conditions to be included in the Agreement have been concluded by ratification or by binding interest arbitration, the parties shall incorporate the terms and conditions into an Agreement, and each party shall sign the Agreement.

Article 29
Arbitration

Scope and authority

29.01 The procedures in this Article shall apply to matters referred to arbitration in this Agreement.

Appointment of arbitrator

29.02 A matter referred to arbitration under this Article shall be heard by a single arbitrator except for those matters where the Board and the Association agree, in referring a matter to arbitration, to a three-person arbitration board. Hereinafter all references to arbitrator shall be deemed to include an arbitration board.

- 29.03
- a) In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the parties.
 - b) In the case of a three-person arbitration board, each party shall select its nominee to the binding arbitration board and the two nominees shall select the chair of the binding arbitration board;
 - c) Should there be no agreement in either (a) or (b), either party may apply to the Chair of the Alberta Labour Relations Board, or designate, for the appointment of the arbitrator/chair in accordance with the procedures and the fee schedule established by Alberta Labour.

Authority of the arbitrator

- 29.04 The arbitrator shall have authority to hear the case, to receive and to examine evidence, to administer oaths and to compel attendance of witnesses and production of documents.
- 29.05 An arbitrator who, before or during arbitration, becomes aware of circumstances that may give rise to a reasonable apprehension of bias shall disclose the circumstances to the parties.
- 29.06 The arbitrator may rule on questions of law and of jurisdiction that arise before or during arbitration, and may rule on any objection that is raised during arbitration.

Decisions of the arbitrator

- 29.07 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding.
- 29.08 Where a matter is heard by an arbitration board, the decision of the majority shall be the decision of the arbitration board; if no majority exists, the decision of the person chairing the board shall be the decision of the board.

Voluntary Binding Interest Arbitration arising from Article 19

- 29.09 The Board and the Association may agree in writing to refer unresolved collective bargaining issues to a three-member binding arbitration board.
- 29.10 a) The binding arbitration board shall establish its own rules of procedure.
- b) The award of the binding arbitration board is binding on the parties and on the members of the Association and shall be included in the terms of the Agreement.

NOTE: Previous Articles 29.11 to 29.25 remain unchanged.

SIGNED AND APPROVED this sixteenth day of May, 2017 by the authorized representatives of the parties

Signed this 1st day of June, 2017

Governors of the University of Alberta

Michelle Strong
Michelle Strong

Donna Herman
Witnessed by: Donna Herman

Association of Academic Staff of the University of Alberta

Gordon Swaters
Gordon Swaters

Linda Cameron
Linda Cameron

Gerhard Lotz
Gerhard Lotz

Brygeda Renke
Witnessed by: Brygeda Renke