

**ASSOCIATION'S PROPOSAL**  
**"A12A"**  
**Compensation Counter Proposals**

**Negotiations for a Collective Agreement  
between**

**The Governors of the University of Alberta**

**and**

**The Association of Academic Staff of the University of Alberta**

Date tabled: February 10, 2022

Time tabled: 9:00 am

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Notes:

Proposed amendments to the current academic staff agreement are denoted as follows:

- language the Association proposes to add is in italic text; e.g. *new language*
- new language that has been agreed is in bold capital text; e.g. **AGREED NEW LANGUAGE**
- language the Association proposes to delete is in strikethrough text; e.g. ~~deleted language~~
- language the Association proposes to move is in italic strikethrough text; e.g. ~~*language not deleted but moved to another article*~~
- table notes are identified by a "Note" and within square brackets; e.g. [Note: this is a note to the University and is not language that the Association proposes to include in the collective agreement]

Except as specifically amended herein, the Association's position on all matters is as per its most recent proposal. The Association reserves the right to amend or withdraw any proposal herein prior to its acceptance by the University, or to correct an error or omission.

Final agreement on all matters is subject to the Association's ratification process.

Recognizing the parties' agreed-upon principle that “nothing is agreed to until everything is agreed to,” AASUA offers the following Compensation Proposals “conditionally” meaning that these Compensation Proposals are deemed rescinded immediately following the commencement of a work stoppage by AASUA or a lockout by the Employer.

**Term of Contract: AASUA is “conditionally” agreeing with Employer’s proposed 4-year term**

1. Four-year contract: July 1, 2020 – June 30, 2024.

**Across-The-Board (ATB) Increases: Consistent with other Alberta Settlements**

2. Across-the-board (ATB) salary increases as follows, which will be applied equally to all Constituency Groups (FAC, FSO, ATS, LIB, APO, TRAS and TLAPS), and applied to all salary scales, salary maxima and minima, and Increment values:
  - July 1, 2020: 0%,
  - July 1, 2021: 0%,
  - July 1, 2022: 2.25%,
  - July 1, 2023: 2.5%,
  - An additional 0.5% ATB increase retroactive to July 1, 2023, payable in the February 2024 “paycheck,” subject to the following “Gain Sharing Formula.”
    - Gain Sharing Formula: Alberta’s 20-year (2000-2019) annual increase in Real Gross Domestic Product (GDP) is 2.7%. Provided that the “Average of all Private Forecasts for Alberta’s Real GDP increase” for the 2023 Calendar year is at or above a 2.7% increase over Alberta’s Real GDP for the 2022 Calendar year as of February 1, 2024, then an additional 0.5% ATB increase shall be applied retroactive to July 1, 2023, or retroactive to an employee’s start date if hired after July 1, 2023.
    - “Average of all Private Forecasts for Alberta’s Real GDP increase” for 2023 Calendar year shall be a simple average of the increase in Alberta’s Real GDP for 2023 over 2022 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 of the increase in Alberta’s Real GDP for 2023 over 2022 shall be sourced from each independent forecasting institution listed above no later than the date the pay-out determination would be made for the February 2024 “paycheck.”

## Merit Increments

AASUA recognizes that 3, 4, 5 and 6 listed below will not go explicitly into the Economic Appendix and additionally recognizes that the applicable Articles in the individual Schedules stand for themselves. They are stated here in order to underscore their importance in relation to this overall Compensation Proposal. AASUA believes that the Employer “conditionally” agrees with 3, 4, 5 and 6.

3. Maintain existing language for determining the Merit Increments pools available to FEC (1.2 per eligible FAC and FSO, respectively), LEC (1.2 per eligible LIB), ATSEC (1.2 per eligible ATS), and APOs (1.1 per eligible APO).
4. Maintain existing language on the allowable discrete Merit Increment awards that are permissible.
5. Maintain existing language on the “full” payout of the Merit Increment Pools.
6. Maintain existing language on the appealability and non-appealability of Increment Awards.

## Increase to Salary Maximums for capped salary grids: **Recognition of meritorious professional performance/productivity gains**

7. Effective July 1, 2022, increase the salary maximums by two salary steps for all “capped” salary scales for FSO, ATS, LIB, APO, TRAS, TLAPS, and Assistant and Associate Professors.
8. Effective July 1, 2023, increase the salary maximums by an additional two salary steps for all “capped” salary scales for FSO, ATS, LIB, APO, TRAS, TLAPS, and Assistant and Associate Professors.

## Elimination of Promotion Transition Zones

9. Eliminate the *Promotion Transition Zones* in the FSO 2, 3, and 4, and Associate Professor and Professor salary scales that was created in the so-called “transitional” MoA entitled “Transitional and Consequent Matters Arising from the May 26, 2008 MoA on Compensation” as follows:
  - Effective July 1, 2022 the Promotion Transition Zone in the Associate Professor salary scale will be eliminated.
  - The four one-half-steps in the Promotion Transition Zone in the Professor salary scale will be eliminated over a two-year period as follows:
    - On July 1, 2022, the existing lowest two one-half-steps in the Promotion Transition Zone in the Professor salary scale will be eliminated.

- On July 1, 2023 the remaining two one-half-steps in the Promotion Transition Zone in the Professor salary scale will be eliminated.
- Thus, effective July 1, 2023, there will no longer be any Promotion Transition Zone in the Professor salary scale.
- The four one-half-steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated over a two-year period as follows:
  - On July 1, 2022, the existing lowest two one-half-steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.
  - On July 1, 2023 the remaining two lowest one-half-steps in the Promotion Transition Zones in the FSO 2, 3 and 4 salary scales will be eliminated.
  - Thus, effective July 1, 2023, there will no longer be any Promotion Transition Zones in the FSO 2, 3 and 4 salary scales, respectively.
- Effective July 1, 2022 and continuing thereafter, faculty that are Associate Professor or Professor whose *base* salary (salary not including any sort of supplement) is less than Step 1.0 in the Associate Professor or Professor salary scale, respectively, will have their base salary raised to Step 1.0 in the Associate Professor or Professor salary scale, respectively.
- Effective July 1, 2022 and continuing thereafter, FSO that are FSO 2, 3 or 4 whose *base* salary (salary not including any sort of supplement) is less than Step 1.0 in the FSO 2, 3 or 4 salary scales, respectively, will have their base salary raised to Step 1.0 in the FSO 2, 3 or 4 salary scale, respectively.

**Academic Benefits Plan: [Status quo Benefits Plan funding formula](#)**

10. Benefits will be provided over the period July 1, 2020 to June 30, 2024 as per the existing schedule of Benefit entitlements (and as may be amended by ABMC) irrespective of the per capita funding. The per capita funding shall be determined as follows:

- Once the actual expenditures for the period from July 1 of one year to June 30 of the next immediate year have been determined, the per capita funding for the period from July 1 of one year to June 30 of the next immediate year shall be set so as to ensure that the revenue for that period exactly equals the actual expenditures for the same period.

As an example, once the actual expenditures for July 1, 2020 to June 30, 2021 have been determined, the July 1, 2020 to June 30, 2021 per capita funding shall be set so as to ensure that the revenue for the period July 1, 2020 to June 30, 2021 exactly equals the actual expenditures for the same period.

- The July 1, 2023 to June 30, 2024 per capita funding that has been set shall continue during the statutory bridging period until a renewal collective agreement has been ratified.

**Psychologist Services: Introduction of flexibility within ABMC's cost constraint mandate**

11. ABMC shall examine the mental health impacts and cost implications and shall introduce flexibility associated with the provision of psychologist services within the Benefits Plan effective July 1, 2022.

**Dental Fee Guide: When combined with cost reductions already recently achieved through, for example, the FACET "pre-authorization program," net Benefits Plan expenditures are materially lowered going forward irrespective.**

12. The dental fee guide shall be maintained at the most current year Alberta Dental Fee Guide.

The wording in **Attachment A: Managed Benefit Plan Costs** in **Appendix D** in the **Common Agreement** in the Collective Agreement shall be:

**Dental:** Coverage based upon current year ~~Sun-Life~~ *Alberta* dental fee guide. Basic ~~series~~ *services* covered at 100%; Major and Orthodontic services covered at 75%.

**Compensation-in-lieu for Academic Staff not covered by Benefits Plan**

13. Effective July 1, 2022, the compensation in lieu of benefits for Academic Staff not covered by the Academic Benefits Plan will be 6% of salary payable.

Schedule D (ATS)

D9.02.2 All other ATS Members not referenced in Article D9.02.1 shall receive pay in lieu of benefits programs equal to ~~3%~~ *6%* of salary payable.

Schedule E (TRAS)

E9.02.6 Notwithstanding Article E9.02.2, in lieu of participation in the benefits programs, the Board shall pay to a TRAS Member an amount equal to ~~3%~~ *6%* of salary *payable*.

Schedule G (TLAPO)

G8.03.3 In lieu of the benefits programs, the Board shall pay to a ~~TLAPS~~ *TLAPO* Member whose appointment is part-time or is for less than 8 months in duration, an amount equal to ~~3%~~ *6%* of salary *payable*.

**Sabbaticals and Professional Leaves**

14. Effective July 1, 2022:

- Sabbaticals for faculty will be at 95% of basic salary.
- Professional Leaves for FSO and LIB shall be at 100% of full salary except where the Professional Leave is of primary benefit to the Member in which case the Professional Leave will be at no less than 75% of full salary.
- Professional/Educational Leaves for APO will be at 100% of basic salary.
- A TLAPO Member whose appointment is more than 8 months in duration and who has served continuously as TPLAO Member for three years or more, is eligible *to apply* to take 5 paid days annually for professional development.

#### Schedule A (Faculty)

A4.03.1 ~~With respect to an Academic Faculty member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles A5 and A6, the Academic Faculty member, as an Associate Professor or Professor, shall receive a percentage of their basic University salary, as follows:~~

- ~~a) 85%, where the sabbatical commences prior to July 1, 2019; and~~
- ~~b) 90%, where the sabbatical commences on or after July 1, 2019.~~

A4.03.2 *Effective July 1, 2022*, with respect to an Academic Faculty member's ~~second and any subsequent~~ sabbatical, the Academic Faculty member shall receive ~~82.5%~~ *95%* of their basic University salary.

#### Appendix A.3: Detailed Procedures for Sabbaticals

H. Sabbatical Salary (Reference: ~~Articles A4.03.1 and~~ A4.03.2)

Sabbatical salary is normally based on the level of the Academic Faculty member's regular professorial salary and any market supplement and, *effective July 1, 2022*, is at ~~82.5%~~ *95%* of that salary rate, *which shall be defined as the Academic Faculty member's basic University salary*. ~~An Academic Faculty member shall receive a salary of 85% of the Academic Faculty member's basic University salary for the Academic Faculty member's first sabbatical following receipt of the award of Tenure through the FEC processes under Articles A5 and A6, where the sabbatical commences prior to July 1, 2019.~~ An Academic Faculty member shall receive a salary of ~~90%~~ *95%* of the Academic Faculty member's basic University salary for the Academic Faculty member's ~~first~~ sabbatical following receipt of the award of Tenure through the FEC processes under Articles A5 and A6, ~~where the sabbatical commences on or after July 1, 2019.~~ Other University stipends, such as administrative stipends, clinical income and honoraria paid in lieu of professional fees, etc. do not enter into the calculation of the sabbatical salary. Non pensionable salary supplements and stipends may or may not be paid during a sabbatical depending on the conditions set by the funding source.

#### K. Sabbatical Research Grants (Reference: Article A4.03.4)

1. In accordance with policies of Revenue Canada (Taxation), a portion of the total remuneration to the Academic Faculty member on sabbatical may be classed as a sabbatical research grant. It should be emphasized that such a grant is not in addition to sabbatical salary. Rather, the sabbatical salary (normally at ~~82.5%~~ 95% of basic salary) is reduced to the extent of the research grant. The total of the two payments (salary + research grant), of course, would stay at the ~~82.5%~~ 95% level. For example, if an Academic Faculty member's basic salary were \$50,000, then the usual sabbatical salary would be ~~82.5%~~ 95% of that amount or ~~\$40,000~~ \$47,500. If the Academic Faculty member received a \$4,000 sabbatical research grant, then the salary portion would be reduced to ~~\$36,000~~ \$43,500.

#### Schedule B (FSO)

B4.03.1 *Effective July 1, 2022, in* in determining the salary level, the Provost shall follow *B4.03.2 or B4.03.3.* ~~the principle that the level of salary shall reflect the proportionate benefit of the leave to the University.~~

B4.03.2 When the leave is determined to be of primary benefit to the FSO Member, *the* salary level shall be not less than ~~50%~~ 75% of full salary.

B4.03.3 When the leave is determined to be of equal benefit to both the FSO Member and the University, *or to be of primary benefit to the University,* the salary level shall be ~~not less than 75%~~ 100% of full salary.

~~B4.03.4 — When the leave is determined to be of primary benefit to the University, the salary level shall be 100% of full salary.~~

~~B4.03.5 — The Provost may vary the salary level proposed but, before doing so, shall consult with the FSO Member prior to making a decision.~~

#### Schedule C (Librarian)

C4.03.1 *Effective July 1, 2022, in* in determining the salary level, the LEC shall follow *C4.03.2 or C4.03.3.* ~~the principle that the level of salary shall reflect the proportionate benefit of the leave to the Library.~~

C4.03.2 When the leave is determined to be of primary benefit to the Librarian, *the* salary level shall be *not less than* ~~50%~~ 75% of full salary.

C4.03.3 When the leave is determined to be of equal benefit to both the Librarian and the Library, *or to be of primary benefit to the Library,* the salary level shall be ~~75%~~ 100% of full salary.

~~C4.03.4 When the leave is determined to be of primary benefit to the Library, the salary level shall be 100% of full salary.~~

~~C4.03.5 Where LEC proposes a change to the salary level requested, LEC shall consult with the Librarian prior to making its recommendation to the Chief Librarian.~~

#### Schedule F (APO)

F4.03.1 *Effective July 1, 2022, ~~if~~ if* an application for Professional/Educational Leave has been approved, an APO Member shall:

a) receive a salary of ~~80%~~ 100% of the APO Member's basic University salary, *which shall be defined as the APO Member's regular salary and any market or salary supplement;*

#### Schedule G (TLAPO)

##### *Professional Leave*

*G8.05 A TLAPO Member whose appointment is more than 8 months in duration and who has served continuously as TLAPO Member for three years or more, is eligible to apply to take 5 paid days annually for professional development.*

**The Academic Supplementary Retirement Plan (ASRP) Salary Cap: Effective zero-cost-increase/status quo formula for determining the salary cap that maintains the existing and does not increase the pension entitlement**

15. The 2020 ASRP Salary Cap shall be \$225,544.

16. The 2021 ASRP Salary Cap shall be \$236,724.

17. The 2022 ASRP Salary Cap shall be \$249,443.

18. The 2023 and 2024 ASRP Salary Cap, respectively, shall be increased over the 2022 and 2023 ASRP Salary Cap, respectively, by the same percentage increase as the percentage increase associated with the increase of the 2023 and 2024 UAPP Maximum Pensionable Salary, respectively, over the 2022 and 2023 UAPP Maximum Pensionable Salary, respectively. The 2023 and 2024 ASRP Salary Cap, so computed, shall be rounded off to the closest dollar.

**Gender Pay Equity: Extending previously agreed-to Gender Pay Equity to all AASUA Constituencies**

19. The same formula used to calculate the Gender Pay Equity in the MoA dated April 4, 2019 for the female Faculty, shall be a term of the collective agreement and shall be used to



calculate the Gender Pay Equity for the other female academic staff in the other constituency groups, FSO, Librarian, APO, ATS, TRAS, and TLAPO effective July 1, 2022. The calculations shall be completed within two weeks of ratification of the renewal collective agreement and the remedial monies shall be paid on, or retroactively, to July 1, 2022. AASUA shall be involved in analyzing the data with the employer and delivering a joint report on that analysis. In addition, lump sums, if any, owed to those staff members in the AHMSP shall be paid to the staff member's research or special purpose account and utilized in accordance with University policies.

### **Letter of Understanding: Unexpected Event (Pandemic)**

20. The parties recognize that the University as a result of an unexpected event such as, but not limited to a pandemic, may require Staff Members to perform their university responsibilities remotely or other significant change to its operation. Should such an event occur, the parties shall meet to negotiate the following:

- Material recognition to Staff Members for course preparation or transition to an alternate form of delivery of course content;
- To modify the evaluation processes to reflect the effects of the unexpected event on staff members' productivity;
- Provide for workload adjustments and increased compensation for Staff Members who are not specifically engaged in teaching duties, but have their professional work routines or responsibilities affected by an unexpected event.

Should the parties be unable to reach an agreement on the above provisions, the Association may forward matters in dispute to grievance.

### **Additional and Unexpected Employment Expenses**

The Board and the Association recognize that the COVID-19 pandemic has created both additional and unique workload pressures for administrators and Staff Members, as well as challenges with respect to fulfilling certain University responsibilities.

The parties have collaborated in a positive and respectful manner to address the effects of the COVID-19 pandemic has had on Staff Members on performing their University responsibilities remotely away from their on-campus offices and the attendant on-campus technological infrastructure and supports. The parties have done so while adhering to the terms and conditions of the Agreement and/or addressing any temporary special conditions through either a Memorandum of Understanding or Letter of Understanding between the Board and the Association. Every effort has been made to establish a straightforward approach that is fair to Staff Members and allows for ease of administration for Faculties and units.

In the parties' efforts to uphold their commitment to the pursuit of truth, the advancement of learning, and the dissemination of knowledge through teaching, research and other scholarly and creative activities and service, the parties have been particularly mindful of Article 3.03 of the Collective Agreement regarding Academic Freedom: "The parties to the Agreement agree to uphold and protect the principles and practices of Academic Freedom". This LOU intends to do precisely that.

**A. Creation of a temporary Remote Learning/Professional Activity Expense Reimbursement (RLPER) fund to reimburse employment expenses in order to be able to effectively work remotely.**

1. The Board recognizes that a consequence of the COVID-19 pandemic was that Staff Members were required to perform their professional duties remotely from their on-campus offices and the attendant on-campus technological infrastructure provided by the University, and as such, Staff Members incurred unanticipated employment related expenses in order to work effectively. The Board acknowledges its responsibility to compensate for these unanticipated but necessary employment related expenses.
2. The Board shall establish within 30 days of this ratified agreement a (non-taxable) \$3,000 Remote Learning/Professional Activity Expense Reimbursement (RLPER) fund for each Staff Member to offset the employment related expenses Staff Members have incurred in order to perform their professional duties remotely.
3. The Board shall establish within 30 days of this ratified agreement procedures for the reimbursement of eligible receipted expenses from the RLPER. These procedures shall be similar to those that exist for a PER reimbursement.
  - Eligible expenses that can be reimbursed from the RLPER fund shall include internet charges, cell and/or landline phone charges, reasonable office furniture expenses such as, but not limited to, a desk or table, ergonomic office chair, desk lighting, computer purchase, rental or repair, tablet and/or printer purchase, rental or repair, computer software purchase, office stationery and supplies, and any other expenses that are eligible under the PER.
  - Expenses that were incurred prior to March 1, 2020 are not eligible to be reimbursed from the RLPER fund.
  - RLPER eligible expenses that have been previously reimbursed to the Staff Member from their PER account shall be reallocated back to the Staff Member's PER account and the eligible expenses charged to the Staff Member's RLPER account.
4. Subject to A.6 and A.7, Staff Members may make a reimbursement claim from the RLPER fund at any time but no more than one claim per calendar month may be made.

5. Once the COVID-19 pandemic is declared over by Alberta Health Services and the University has resumed normal full-time on-campus operations without interruption, Staff Members shall be entitled from the first day of normal full-time on-campus operations to make a final reimbursement claim within 90 days from the RLPER fund. After the 90-day period from the first day of the University resuming normal full-time operations without interruption has past, Staff Members may no longer make further reimbursement claims from the RLPER and all the remaining RLPER funds in the Staff Member's RLPER account are returned to the University.
6. In addition to A.6, Staff Members employed under a Term Contract on or after March 1, 2020 that are not renewed after ratification of a renewal collective agreement and prior to the University resuming normal full-time on-campus operations, shall be entitled make a reimbursement claim from the RLPER fund for eligible expenses within 90 days after termination of their Term Contract. After the 90-day period has past, Staff Members may no longer make further reimbursement claims from the RLPER and all the remaining RLPER funds in the Staff Member's RLPER account are returned to the University.

This Letter of Understanding shall be in effect during the term of this Agreement.