

ASSOCIATION'S PROPOSAL
"A9A"
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: January 14, 2022
Time tabled: 9:00 am

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.

Term of Contract

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

Across-The-Board (ATB) Increases

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: 4.4%
- July 1, 2023: 4.4%.

Merit Increments

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

Increase to Salary Maximums for capped salary grids

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

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 will 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

11. ABMC shall examine, within 7 days of the acceptance of this proposal, the mental health impacts and cost implications and to make a joint recommendation to the Collective Bargaining Teams in respect of introducing flexibility associated with the provision of psychologist services within the Benefits Plan.

Dental Fee Guide

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

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 of Benefits for Academic Staff

13. Effective July 1, 2022, the compensation in lieu of benefits for Academic Staff not covered by the Academic Benefits Plan will be 10% of their base salary.

Sabbaticals and Professional Leaves

14. Effective July 1, 2022, Sabbaticals for Faculty, and Professional Leaves for FSO, LIB, and APO shall be at 100% of base salary. In addition, 5 days of paid professional leave are proposed for TLAPS (tabled January 21, 2022).

The ASRP Salary Cap

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

16. The 2021 ASRP Salary Cap be set at \$236,724.
17. The 2022 ASRP Salary Cap be set at \$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, will be rounded off to the closest dollar.

Gender Pay Equity

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.

Acknowledgment of the professionalism and achievement of Staff Members in the successful and unprecedented rapid transition to remote learning in Winter Term 2020 as a consequence of the COVID-19 Pandemic.

20. The Board acknowledges the exceptional professionalism and extraordinary academic achievement that Staff Members, who were either teaching or providing direct or indirect administrative, technological or operational support in delivering undergraduate or graduate courses, made in the unanticipated and very rapid transition from in-class on-campus instruction to remote learning during March 2020 as a result of the COVID-19 Pandemic.
21. The exemplary actions of Staff Members literally saved the Winter 2020 instructional term from being completely lost with undoubted serious academic consequences for many tens of thousands of undergraduate and graduate students and potentially significant revenue losses for the University.
22. In recognition of these outstanding efforts, the Board will award a one-time taxable and non-pensionable "bonus" of \$2,000 per course to each Staff Member who was assigned undergraduate or graduate course teaching duties during Winter Term 2020; and for those

Staff Members who were not assigned to teach during Winter Term 2020 but provided direct or indirect administrative, technological or operational support in delivering undergraduate or graduate courses in Winter Term 2020 shall receive a one-time taxable non-pensionable “bonus” of \$2,000. This bonus shall be paid to the Staff Member within 60 days of the ratification of this Collective Agreement.

Letter of Understanding: Unexpected Event (Pandemic)

23. 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 a (non-taxable) Remote Learning/Professional Activity Expense Reimbursement (RLPER) fund to offset the employment related expenses Staff Members have incurred in order to perform their professional duties remotely.
3. Retroactive to March 1, 2020, and going forward until one full calendar month after the COVID-19 pandemic is declared over by Alberta Health Services and the University has resumed normal full-time on-campus operations without interruption, or until the Staff Member is no longer an Employee, each Staff Member shall accrue \$250.00 each month into an individualized RLPER fund (much like the existing PER fund).
4. 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 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.

5. 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.
6. 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.
7. 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.

Respectfully Submitted,

Gordon E. Swaters
AASUA Lead Negotiator