

Opening Remarks – AASUA bargaining proposals as presented to the University of Alberta negotiating team

March 5, 2024, 1-4pm

Introduce Team:

As we begin this round of negotiations, there are three important facts that the Association believes should remain at top of mind in our plenary discussions:

Firstly, that the University of Alberta has ambitious plans for the coming years. President Flanagan, in the University's Strategic Plan document has indicated the U of A's goal to boost student enrollment by 35%, or 16,000 students within the next 7 years, including within that group approximately 6000 international students. Complementary to this goal is the University's desire to move up in the rankings to the top 3 research Universities in Canada and top 50 internationally by 2033.

We also know that the University is facing significant challenges with respect to its people, as demonstrated by the University's November 2023 Faculty and Staff Engagement Survey. In that survey, we heard that 60% of AASUA members either disagreed or strongly disagreed with the statement that "the University does a good job to listening to the concerns of faculty" with an additional 25% indicating neutrality about that statement. A full 45% did not agree that the University was open and honest in communications with faculty and staff (with another 31% remaining neutral). These scores, among others, vary negatively when compared with other Universities in Canada.

Thirdly, we know that the University is only as good as its academic staff. Its academic staff are, put frankly, the University's commodity that it markets to the public writ large. We don't sell widgets or lawn mowers or Bundt cake.

This University proclaims the expertise of its academic staff as the main reason the world should desire to come here to learn, to study, to grow, to research.

It is within this knowledge that the Association believes we should ground these discussions and develop our next Collective Agreement. And I hope you believe me when I say that we've heard a lot of good ideas from the Constituent groups and members of the Association. We respectfully suggest it is time to listen.

The Association has done an extensive survey of the membership in developing its mandate and bargaining proposals. As you know, the Association frequently goes back to check the temperature and receive feedback from the academic body here.

As my friend and opposing counsel Dwayne Chomyn is fond of saying, University negotiations should not be a homicide-suicide pact. We are interested in seeing where our interests align and where we can move forward together towards win-win opportunities. This University says it values its academic staff and their expertise. We trust that this sentiment will be demonstrated and realized throughout these discussions as we move forward.

We've done our homework. We've analysed the economic landscape within Alberta, we've looked at the new provincial budget, we've looked at the University's finances. We've gathered data from competitor Universities, and looked at the recent settlements at these comparator institutions. We've listened to the membership.

From concerns about google drive data storage, to outsourcing, to overwhelming workloads, to emerging AI issues, to the erosion of collegial governance, to the precarity of work here and the increasingly expensive cost of living issues facing all

of us, we've listened and learned. We've developed our proposals based on those concerns and the information we've analyzed.

In the short time I have to present our team's proposals today, all I have is time enough to present you with a high level overview of the themes of our proposals.

In the coming weeks, we'll explore them in detail with you, and again we hope to look at these negotiations as a way to convey to the academic staff at the University that the Board really does listen to their concerns, and values their contributions to this institution. We trust that you won't disappoint us.

I can tell you that our proposals fall into the following broad themes: Of course, fair compensation and benefits is ever at top of mind; but the academic staff here are also concerned about opportunities for entrepreneurship, ever burgeoning workloads and diminishing working conditions, academic freedom and collegial governance, precarity and transient gig work for ATS members, and transparency and fairness when it comes to evaluations and promotions. These are the themes which you will see recurring through our proposals, and that I will explain in brief shortly.

But to save you from having to skip to what is likely the hottest bit in the proposal, I'll first start with our ATB proposal, which is 17% accompanied by a 1 year contract term, effective July 1, 2024. And I'll tell you why the academic staff body at the U of A supports this proposal, which we understand to be solidly based in evidence and rationally sound.

Appendix A: Economic Agreement Compensation

We agree with the Board that the University of Alberta is a “top-5” research and teaching intensive University in Canada, and a “top120” University in the world.

Unfortunately, the compensation needed to attract and retain first class scholars, and researchers, and to maintain this reputation has not kept up over recent years. We’d like to see that course reversed.

I would like to begin by saying that Dr. Swaters has done an in depth dive into academic compensation across Canada, and we would be happy to present that data to you in much more detail in a later session. However, as today’s time only allows for a broad strokes overview, I will just be hitting the highlights, so to speak.

As you are most likely aware, for many years at this University, the Board and Association shared the goal of ensuring that the average faculty salaries at the U of A were in the top 25th percentile of the U15 medical/doctoral universities in Canada. Even when this express goal was replaced by a commitment to “competitive compensation,” the same shared goal was met until approximately 2014-2015. After that, regrettably, it has been a downhill slide for the past 10 years.

We base our analysis on the Statistics Canada University and College Academic Staff System, or UCASS faculty salary dataset, setting out average faculty salaries in Canada. We can provide that link to you, although I’m sure you already have it.

As of 2022-2023, Alberta has slipped with respect to compensation within the U15 group from 2nd or 3rd (within the 2010 – 2016 time period) to 9th place out of 15, and currently the University sits, as of 2022-23, approximately 14% (or \$22,000)

below the 25th percentile mark. I also note that as U of T had not yet been included in the 2022-2023 data set at the time this analysis was undertaken, and given the very recent arbitration award made by Arbitrator Gedalof directing an additional 7% retro increase as of July 1, 2022, we anticipate when this is accounted for, the distance between the U of A and the average salary of those Universities in the 25th percentile increases further, and this would require approximately a 16 to 17% ATB to regain the competitive position that U of A held prior to 2014-2015.

Further, when we compare the Ontario and BC Universities in the U15 (U of T, UBC, Waterloo, McMaster, Queens and Western) to U of A, U of A has slipped from second only to U of T, to last in the bunch. This is true for all faculty ranks.

Next, when we compare the U of A to the only other 2024 QS World University ranked Universities in Canada (Toronto, McGill, UBC and Waterloo), the University of Alberta comes out last when 2022-2023 average faculty salaries are compared. To remain competitive with the other QS ranked Universities in Canada in 2024-2025 will require approximately a 15% to 17% ATB increase effective July 1, 2024.

Even when we compare the average faculty salary at the U of A to **all** of the other U15 Universities in Canada, the U of A sits approximately \$7000 lower than the average.

It is clear that irrespective of the measure used, the U of A is not competitive with our U15 peer group, and certainly salaries here no longer reflect the “top 5” and “top 120” institutional QS-ranked standing that our academic staff have earned.

And then there is the impact of inflation on the real value of average faculty salaries at the U of A. This cannot be ignored. When accounted for, the real value of the average earnings from 2012 to 2022 has diminished from approximately \$145 000 to \$130,700 in 2012 dollars. Our Faculty’s purchasing power has

declined by about 10% during that time (largely since 2019 as inflation rose significantly since that time).

Salaries at the U of A, have not kept up with inflation. In order to even stay on par with inflation in Edmonton, average faculty salaries in 2022 would have had sit at \$180, 276 rather than \$162, 510 where they averaged in 2022.

Finally, when we compare the Universities percentage allocation within the Operating Budget for “Academic Salaries” meaning “academic teaching salaries” as described in the Canadian Association of University Business Officers’ (CAUBO) report entitled *Financial Information of Universities and Colleges* (or FIUC) over the period 2010 to 2022, we notice a number of patterns arising:

- Since about 2010-2011, the U of A has consistently allocated a diminishing fraction of its operating budget to academic salaries;
- Since about 2016 – 2017, the U of A has consistently allocated a smaller fraction of its operating budget to academic salaries than other Alberta post-secondaries, with the gap widening over time;
- And based on CAUBO data, the U of A allocates a smaller fraction of its Operating budget to “academic salaries” than all other U15 Universities in Canada.

What can we conclude from that information? If the U of A would have allocated a similar percentage of its operating budget to academic salaries as our U15 competitors do, or even the Alberta average, then average faculty salaries at the U of A would have remained competitive with other average faculty salaries within the U15 Universities in Ontario and BC, as well as the other “top-5” QS world-ranked

Universities in Canada. But it did not, and we have not. Simply put, compensation at the U of A is not competitive for what the University aims to be.

The increases required to regain the competitive edge do not represent a significant variance when compared to the total operating budget expenditures at the U of A. What this tells us is that the below-market academic salaries at the U of A have been subsidizing the rest of the institution for years. For example, a \$28.8 Million additional allocation in the University's Operating Budget expenditures in 2021-2022 would have what was required to bring the U of A back into a more competitive position. In the context of about a \$1.8 Billion total expenditure operating budget, this represents only about a 1.6% positive variance. Not much.

As we all well know, budgets are about priorities. We are asking the Employer to commit to making the modest budgetary amendments required so that its allocations to academic salaries are comparable to other Universities in Alberta and in Canada, and that would enable the University of Alberta to quite easily pay academic salaries commensurate with our "top 5" and "top 120" competitors nationally. This University says it values its academic faculty. This is where the rubber hits the road my friends.

Currently, this sad state of affairs is magnified particularly given there is no sound economic reason to see such a downward drift in academic salaries at the University of Alberta. We know that our economy is solid and that the Government of Alberta PBCO may have provided your team with a directive that is not in keeping even with what it anticipates will be the increase in average earnings for Albertans this year or in the coming few years, and that simply is not an acceptable option for the academic staff at this University.

After undertaking the analysis I've just explained, as mentioned earlier, our ATB proposal is 17% over a 1 year Collective Agreement term. Only this sort of

increase will permit the University of Alberta to regain the losses to its standing and reputation for competitiveness and as a great place to work nationally.

Other Economic Proposals – Economic Agreement at Appendix A of the Common Agreement

To start, when you review our proposals, they are largely integrated into the current Collective Agreement and indicated in blue font. Where words are deleted from the current Agreement, they are blue and struck through. We've used this format to make it easier to discern what the contract would look like, and how the language would integrate, if the proposals are accepted. Black font is status quo. The exception to this is if a document within the Association's proposal package has been previously agreed to, that supplementary document may also appear in black font, although it has not been expressly incorporated into the Collective Agreement as of yet.

We also suggest that once you've had time to study the proposals, we can make progress towards a successor agreement by using green font to accept proposals and red if the proposal is rejected, and we are able to do the same with the Board's proposals. A quick note however, for now, our notes are also indicated in red.

It also goes without saying that our proposals are *without prejudice* and errors and omissions are excepted – unfortunately, there will be some errors that will need corrected, hopefully only a very few, but we're not perfect. I also note for the record that, as in past rounds, **nothing is agreed to by the Association until everything is agreed to.**

With that, the key highlights and rationale for our economic proposals are as follows:

- As always, the ATB increase is to be applied equally to all Constituency Groups, and all salary scales, maxima, and minima, and Increment values;
- The Association is proposing two additional steps for all salary scales that are currently capped, in order to adequately recognize the achievements and excellent work of academic staff that time and time again don't see a wage increase excepting for the ATB, notwithstanding their ongoing excellence in performing their duties for the University;
- We are looking to abandon the two tiered salary system within ATS that was very reluctantly agreed to in the last round, and to transition the ATS salary scale to a more equitable positioning with the FSO Constituency. The reason for this is simple. ATS Members have long been the cheap labour for this University. Coupled with precarity of mostly term appointments, difficulty in achieving the security of tenure that comes with Career Status, the ATS Constituency faces the most economic challenges when it comes to piecing a living together at the University. For a University looking to grow rapidly, and one that is increasingly relying on ATS Members to deliver first rate learning experiences for students, ATS Members should not be exploited as they currently are. It is, to a certain extent, a moral question for the University. These are highly educated, highly skilled individuals with graduate degrees and long years of post-secondary training. The University is not a Tim Hortons and our members should not be paid like they work in one. You'll see this concern also reflected specifically within our proposals in Schedule D.
- With respect to the Academic Benefits Plan, today we are introducing two proposals while acknowledging that the must still be costed by the ABMC prior to more in-depth discussions at the table. We understand that the ABMC will be meeting tomorrow, and suggest that this provides us with the

opportunity to have the ABMC analyze these proposals before we have those discussions. But they are to:

- Expand the academic benefits plan to all AASUA members that hold at least a 0.4 FTE appointment. This, if you look around to other agreements in the province, is generally the industry standard; and
- Expand PER eligibility to all members of the Association, pro-rated to their FTE

You will see these proposals reflected in the Constituency Schedules as well.

- In addition, we are seeking a continued, express agreement that the annual per capita funding for the Plan will continue to cover the actual increased expenditures associated with the Plan over the life of the contract, including for any expanded eligibility of the membership;
- Finally, with respect to the Academic Supplementary Retirement Plan (or ASRP) Salary Cap, and as we have just been jointly informed that the AASUA lost the arbitration originating with the last round's settlement agreement, we are seeking changes to the ASRP Plan document itself as well as Appendix A to this Agreement, to reflect an annual formulaic increase to the salary cap based on the Year over Year percentage increase to the UAPP Pension Plan Salary Cap, rather than a negotiated number every year.

While those are the core compensation and economic proposals we are tabling, you will see other proposals sprinkled throughout our proposal documents, particularly within Schedule D for ATS Members, which are aimed at increasing

our ATS Members' ability to earn a fair living with improved security of employment at the University. I will speak to those proposals in a slightly more detailed manner when I get to that part of the Collective Agreement.

But for now, I'll give you a high level overview of the changes we are proposing to the Common Agreement.

Common Agreement

Article 1 Definitions

In the Common Agreement, we are opening Article 1.39. There is no legislated reason, and no reason other than the contractual one that currently exists to exclude individuals who would otherwise be academic staff and included in the bargaining unit but for the fact that they work part-time hours or short term gigs.

Additionally, and knowing that the University intends to increase its enrollment of international students by the 1000s within the next few years (we've seen 6000 in writing recently), in part doing so by offering first year University of Alberta courses through the anticipated Foundations program, we are seeking to ensure that the teaching staff that will inevitably be required and recruited if the University is to achieve that goal, are offered the protections that this Agreement affords.

Article 3: Academic Freedom

By opening Article 3.03, we are seeking a reaffirmation that, during this time of geopolitical instability, the University is committed to supporting the Academic Freedom rights of our academic staff, including, in particular, extramural critique. We are also proposing that this protection is expanded to all of our academic staff within the bargaining unit.

Article 4: Management Rights

In opening Article 4, we are seeking to address two issues that have presented significant challenges at the University. The first is to ensure that the parties share an understanding which should be obvious but hasn't been, that where the PSLA says its directives are subject to any Collective Agreement, at this University this means this Collective Agreement. Further, the responsibility of the Board to exercise its managerial discretion reasonably extends to the agents of the Board. Our proposals for Articles 4.01 to 4.03 and 4.05 address these concerns.

Of note, you will see that our proposal regarding the **MOU re: Non-Disciplinary Suspensions** seeks to rectify the same concerns and to leave no room for ambiguity with respect to the law.

Secondly, AASUA's members have told us loudly that the University's administration is only engaging in *pro forma* consultations with the academic staff where information is relayed by the University, but there is no meaningful opportunity to participate in the development of the policies and procedures that effect their day-to-day work experiences. Our proposals in Article 4.04 and 4.05 as well as our proposed Appendix G (found at **TAB 2** of the documents included within our proposal package) seek to rectify these concerns.

We trust that the Board shares our concerns and is also actively looking for ways to rectify the dismal outcomes of the recent Engagement Survey as mentioned previously. We trust that you will find solutions – at least in part – in our proposals for Article 4 and a new Appendix G.

Article 5: Association Recognition

Our proposals for Article 5 are aimed at improving the Association's ability to represent its members, as it is legislated to do under the *Alberta Labour Relations Code*.

In addition, they reflect a frustration with the difficulty the Association has had in getting contractually required reports from the Employer in a timely fashion.

Article 6: Collegial Governance

As Article 6 is currently vacant, we've chosen this location to insert proposals that also strengthen opportunities for the academic staff members at this University to be truly heard and have their expertise respected by the Board.

In this proposal you will see that the Association is seeking improved Constituency representation on selection and review committees, and also increased input into the selection of forum (being in-person, on-line or a hybrid) for course delivery, given that in our post-pandemic world, and in light of the Board's ambitious growth plans, this flexibility is likely becoming the new normal. In this section you will see our proposal that the recently mutually agreed to MOU regarding forum of course delivery is expressly integrated into the Collective Agreement. The MOU is also included within the Association's proposal package as **TAB 3**.

Article 8: Leaves

The Association's proposals with respect to Article 8 are to improve equitability between Constituency groups with respect to terms related to maternity and parental leaves, as well as top up benefits related to those leaves.

We also address the membership's and the Association's concerns around Secondment Agreements.

Article 9: Medical Leave

The Association's proposals for Article 9 are consequential amendments based on our proposals for part-time employees with respect to benefit coverage.

Article 11: Copyright and Patent

Our proposal with respect to copyright is to include a **new Appendix B.2**, inserting the tentative agreement made between the parties known as "Guidelines for the Recording of Lectures at the University of Alberta." This document is found at **TAB 4** of our proposal package, as well as inserted directly into the Collective Agreement proposal as Appendix B2.

With respect to patent, the Association is proposing a substantive change to the options for patenting Patentable Intellectual Property (or PIP) at the University. We are proposing the deletion of the current **Appendix C** from the Common Agreement, and the express inclusion of an understanding that the use of the University's Patent Policy is only at the election of a PIP creator staff member, should the academic staff member choose to avail themselves of the University's assistance with respect to the patent process.

Otherwise, we are proposing that any creator of PIP can pursue a patent independently of the University, and in that instance, the University would not assume any *a priori* share of any revenue that may be derived from the patent.

This is not a novel idea with the post-secondary research community, and the reason for this proposal is simple: the fostering of entrepreneurship. It is also evidence-based.

Numerous white papers and policy reviews in Canada over the past 10 years speak of barriers to technology commercialization being too great in Canada compared to our OECD peer nations. Canada wide, University license gross revenue in 2017 was 2% for licenses and 98% from grants, before counting operating costs of technology transfer offices (TTOs). In reality, most TTO's do not even break even.

AASUA Members and the University of Alberta administration would benefit from improving the reputation of the U of A as a hub for technology commercialization.

This would improve recruitment of enterprising researchers, foster a culture of innovation in our community and lead to donations down the road from alumni inventors.

Currently, the U of A has a costly and potentially obstructive TTS Office that has low revenue/cost ratio, while the most often cited disincentive for raising venture capital for PIP is the onerous and complex obligations to the University.

The most vocal and active Creators among our membership specifically have asked us to seek a pathway for enterprising inventors completely free of U of A obligations, and one where the University of Alberta emulates the most successful Canadian university technology transfer office (Watco, at the University of Waterloo).

We can provide you with the website for the Waterloo model.

<https://uwaterloo.ca/research/about-research/waterloo-commercialization-office-watco/intellectual-property>

While we recognize that the Waterloo model is policy, not contract, it does much more to foster innovation than our current model.

In the model we propose, based on Waterloo's approach, the AASUA member would be the sole owner of the PIP, and the U of A TTS office would offer its services optionally (for less confident or experienced inventors requiring assistance) in exchange for the terms it currently offers.

In this model a researcher would be either "on their own" in a style cited as the most conducive to attracting investment, or a client of the University of Alberta TTS Office on its current terms.

The Association's proposal also aligns with the GoA's *Alberta Technology and Innovation Strategy*: "It's critical that we enable improved access to early-stage and start-up capital to establish Alberta as a place to innovate and grow a business."

Article 12: Workload

One of the concerns that we heard most frequently in the surveys and consultations with members was that of overwhelming workloads and eroding working conditions. As members' administrative burden increase and supports decrease, members are feeling overworked and underappreciated.

This is likely also reflected in the University's Engagement Survey's results given that only 26% of academic staff surveyed agreed with the statement that "the University shows care and concern for its faculty and staff." That sort of result is something the Association urges the Board to pay attention to, and to delve deeper into the underlying cause of such a disheartening response.

So that is why that in our proposals, the Association is advancing a proposed MOU in relation to peer-led workload study committees. The academic staff at this institution want to gain an understanding of why they feel so overburdened.

The purpose of the study is to learn about average hours of work and the type of work the staff are actually doing. We want to do this to create an accurate picture of workload and assignments within similarly situated groups. We know this has been done at other institutions, see, for example, the recent agreement at the University of Toronto in relation to “Annual Workload Documents” and amendments to that University’s Workload Policy to recognize the level and hours of technical and pedagogical support for teaching as relevant factors in considering workload.

As a side note for now, you will also see this theme of the University recognizing the actual level and complexity of work performed repeated in our proposals within the ATS Schedule D.

But at this juncture, we ask you to study carefully and respond thoughtfully to our comprehensive proposal for a new Article 12.03 introducing **Workload Study Committees with its associated proposed MOU** that is found in our package at **TAB 6**.

Similarly, with respect to equity of workload, the Association is proposing a fairer and more transparent way to deal with individual workload complaints. We’ve developed a balanced dispute resolution process that moves beyond a Department Chair or Supervisor’s edict, and moves the analysis and advisory role into appropriate peer groups. Should the process not satisfactory resolve the dispute, the Association wishes to engage a neutral, third party decision-maker through the grievance and arbitration processes available to the parties.

You will see this comprehensive proposal for a **Joint Workload and Review Committee MOU** included in our proposal package at **TAB 5**.

In this Article, the Association is also seeking the inclusion of a previously agreed to LOU for APO, TLAPO and TRAS members that you will be familiar with addressing **working from home** arrangements. This LOU is included within the Association's proposals at **TAB 7**.

Finally, the Association's proposals for this Article are responsive to the concerns that we've heard about issues such as the reduction in data storage provisions for academic staff, otherwise known as the "google drive issue." We also think it is in the Board's best interests to address such issues if the goal is truly to attract and retain the best and brightest from around the world. For example, one Professor has written:

Hi, I am a professor in ... Sciences. While I realize we have a lot of big issues in contract negotiations, I would like the issue of Google Drive to be on the table. While I may be in a minority, these changes are going to break my lab. We built our entire research and teaching infrastructure around this platform (at the Universities suggestion) with websites, connected forms, documents that talk to each other etc. Being able to collaborate outside the university is facilitated by Google while typical university networks fail to give that flexibility. The amount of time required to fix every linkage between our systems is 100's to potentially thousands of people hours and has been completely ignored by IST and the university. My workload is already 70+ hours a week with admin and extra teaching and this is the straw that will break the proverbial camel's back for me. The idea that the university and IST will provide something as functional as google drive for the proposed cost savings is unrealistic. I know there are financial challenges BUT adding more work to already overflowing plates is the real issue for me.

As a result of numerous concerns such as this one, we've developed a proposed new Article 12.07.

As you read through the entire proposal, you will see additional proposals here and there, my summary today is, as mentioned previously, only meant to hit the ones of most significance.

As a result, I'm going to next move onto the Association's proposal for an entirely new Article 24, entitled "Emerging Changes to Operations"

Article 24: Emerging Changes to Operations

This proposal is intended to address in part, the Association's concerns based on the knowledge we have about the Foundations Initiative, or similar projects, which have as their objective the rapid growth of student enrollment and services at the University. Our proposed Article 24.01.1, coupled with the Association's proposal in Article 1.39 is meant to prevent mischief and the erosion of our bargaining unit by novel means.

The contracting out proposal is meant to replace the current LOU on Contracting Out found at the end of the Common Agreement.

In addition, this proposed Article hopes to anticipate some of the challenges that we can easily see may arise due to the rapid change in technology that we see with respect to Artificial Intelligence, especially as it relates to academic staff members' teaching responsibilities.

Given the obvious intersection between AI and Copyright, as well as Academic Freedom, this proposal seeks meaningful consultation prior to the implementation of AI and other emerging technologies through a Joint Committee, as well as certain guarantees we want to see protecting the interests of the academic staff complement.

We ask that you consider these proposals thoughtfully.

Constituency Schedules

Moving onto the Constituency Schedules, I'd like to turn now to our proposals in Schedule A. You will initially see our workload and dispute resolution proposals that I referred to when discussing our proposals in Article 12 reflected here in Article A2.06. You will also see similar proposed amendments in the rest of the Schedules. For the purpose of brevity, I will only refer to them now, and reference again the template we've proposed for each Schedule found at our **Tabs 5 and 6**.

In addition, our proposals in all Schedules reflect our overall proposal to expand eligibility for benefits, including PER, to all Staff Members working equal to or greater than a 0.4 FTE, and the further extension of the PER allowance on a pro-rated basis to part-time Staff Members that are not eligible for benefits due to their small FTE.

Schedule A

Article A6: Faculty Evaluation

In Schedule A, the next substantive change you will see is in Article A6: Faculty Evaluation. We are proposing the deletion of Articles A6.03.4 and A6.03.4.1, in accordance with our concerns over the use of student surveys as part of the evaluation of Academic Faculty's teaching responsibilities. Instead, we are proposing the addition of new Articles A6.03.4.2 and A6.03.4.3, which – while they allow data from student questionnaires to be used for formative purposes, acknowledge that there are too many issues and inherent biases baked into student questionnaires to be relied on as part of the evaluative process. Our proposals are supported both by the academic literature on the issue, and case law that we are happy to provide, but for now I'll provide you with the citation and reference:

Ryerson University v. Ryerson Faculty Association (Faculty Course Surveys Grievance) [2018] O.L.A.A. No. 193 (Arbitrator Kaplan)

Rubin, Donald L. "Nonlanguage Factors Affecting Undergraduates' Judgements of Non-Native English-Speaking Teaching Assistants." *Research in Higher Education*, vol. 33, no. 4, Aug. 1992, pp. 511-311.

We already know with certainty that research has strongly indicated the discriminatory nature of student evaluations, in that students will more negatively review BIPOC people, gender fluid and gender non-conforming people, 2SLGBTQ+ people, and women, despite the fact that these instructors are performing at the same level as their straight, white, cis het male colleagues. If the university is serious about EDID and supporting their employees, they must do away with formal student evaluations. Academic Staff have other, more reliable and objective measures for assessment, including peer evaluation, self-assessment, and information gained through formative and summative assignments in each class.

I note that the Association also has substantive obligations under Alberta's Human Rights legislation and by the Supreme Court of Canada's direction in *Central Okanagan School District No. 23 v. Renaud*, [1992] 2 S.C.R. 970 to ensure that it does not participate in the creation of, or condone any terms and conditions of employment that are discriminatory against individuals with characteristics that are protected by such legislation.

You will also see a version of this proposal in Schedule D for ATS Members at Article D6.06.

Also in Article A6, we've introduced a new proposal for Opting Out of the Article A2.05 Annual Report and the Annual FEC Review Process.

Opting out of the Article A2.05 Annual Report and the Annual FEC Review Process

In introducing this proposal, we've listened to members across the board. Plagued with ever increasing administrative burdens, this proposal is aimed at "cutting through red tape" where it is appropriate to do so. In certain circumstances, particularly for tenured Academic Faculty with already proven track records, we're looking to lighten workloads a bit through the introduction of an Abbreviated Annual Report and more streamlined evaluative process in exchange for a single increment or a 0(a) award for satisfactory academic performance. We anticipate this proposal will also be met with appreciation by Department Chairs, physicians academic staff members in contingent positions who do not see their overall compensation increase despite incrementation awards, and other administrators looking for some relief to paperwork. In the event that a Staff Member is not approved to use the Abbreviated Process, the standard FEC Review Processes will apply. We trust you will seriously consider this proposal as responsive to the needs of the academic community writ large here at the University.

You will see versions of this proposal and, where some opting-out process is already in place, some additional amendments within Schedules B (FSOs), C (Librarians), D (ATS), and F (APOs).

Article A7: Unsatisfactory and Unacceptable Academic Performance

In opening Article 7, we're seeking to replace the current penalty driven process for underperformance with a coaching and counselling approach, far more in line with what is generally recognized as the approach employers should take when they see an employee struggling at work. Rather than a punitive outcome, we see a need for a collaborative approach to identifying issues and solving problems to overcome performance-based concerns. You will see here our proposal for the

introduction of a Performance Improvement Plan and regular check in meetings to monitor the Academic Faculty Member's process.

Again, you will see versions of this proposal throughout the other Schedules as well at B7, C7, and D7.

Schedule B: Faculty Service Officer

Standards of Performance, Article B6.03

In addition to our proposals for change to the Access to Benefits, Workload, Annual Review Process opting out option, and transition to a coaching and counselling model for not meeting performance expectations, as already discussed, we have opened Article B6.03 in relation to promotions.

FSOs have consistently stressed their concerns over the opaque nature of promotions for FSOs.

While the Collective Agreement in Schedule B already speaks to promotions, it does not set out any requirement that there is transparency or clarity to the process. We are seeking to change that with the introduction of a requirement for each Faculty to create, with the full engagement of the FSOs within the Faculty, clear guidelines for promotion, that are then made available to the FSOs.

This proposal, we believe, will go a long way to improving fairness, consistency, and the transparency of the promotion process for FSOs.

Schedule C: Librarians

In relation to Schedule C, and in addition to the other across-the-board proposals as already discussed, you will see the introduction of the concept of promotion on the basis of scholarly contributions along with increasing responsibilities in our proposals in Schedule C.

Currently, the only way Librarians can move up in the ranks is through the acquisition of additional administrative responsibilities. This, however, fails to recognize and reward Librarians for their scholarly achievements, should they be so inclined to contribute to the University in that manner.

To that end, you will see proposed amendments to the definitions of Librarians in Article C1.07.1, and proposed amendments throughout Article C6 to bring about the possibility of promotion for such distinguished service.

In addition, the University is aware that the Association is seeking the transition of the Archivists employed by the Board from the APO Schedule and classification to the Librarian Schedule and classification. You will see that in our proposals as well, including but not limited to a proposed LOU regarding the transitioning of the Archivists at a **new Appendix C.3** (which is currently vacant).

Schedule D: Academic Teaching Staff

In addition to the proposals already discussed, in Schedule D you will see substantive proposals that are aimed at recognizing and rectifying the fact that ATS Members currently do a significant amount of unpaid work for the University and have made many contributions that have long gone unaccounted for. These

proposals are threaded throughout the Schedule with the intention of having them work together cohesively to address this oversight.

Again, individuals that make up an ever growing proportion of the teaching workforce here, individuals that are highly educated, possess specific expertise, and are deeply dedicated to the University should not be treated as piece workers or as part of the gig economy.

Today at the U of A, our initial analysis shows that of the approximately 800 to 900 ATS Members that are seen at peak times at the University (during Fall and Winter Sessions), only approximately 15% of them have been able to achieve Career Status. Only a further approximately 17% have been awarded T12 contracts recently.

That leaves approximately 63% of ATS Members having to make do piecing Term after Term appointments together to earn a living.

AASUA feels, and we've heard repeatedly and loudly from our members that this is unacceptable and we're looking to the Board to also appreciate and rectify that.

While we understand that some flexibility is required given the ebb and flow of course scheduling, we also know that with the expanded student enrollment at the University that is anticipated, it is most likely that the Board will look to ATS Members to get the job done, including moves to increase their numbers.

However, with such an expansion, job stability could be easily improved for ATS Members, at the Board's election and with the acceptance of our Association's proposals. As I mentioned previously, and the Association does not shy away from this assertion – it is a political and moral choice and the Board's responses to

these proposals will undoubtedly illuminate the attitudes the Board wishes to convey in respect of our teaching force.

In addition, within Schedule D, you will see proposals transitioning Members from TR appointments into Career appointments with the eventual removal of the concept of TR appointments, given that currently only approximately 1.8% of the ATS Membership is comprised of TR status appointed employees.

Highlights of the Association's proposals to decrease the precarity and underpayment of ATS Members

With respect to the measures the Association is proposing to decrease the precarity of employment for our ATS Constituency, they can be summarized as follows:

Preamble

The Association hopes to make express a recognition by both parties that there are mutual benefits to decreasing the precarity of employment for, and better recognizing the broader contributions of, the academic teaching staff.

Article 1: Appointments

In our proposal for Article 1, you will see the removal of the TR contract status, as I mentioned previously. You will also see a redefining of the idea of a Term contract, limiting it to appointments of less than 6 months rather than 12, within the tighter timeframe of 2 rather than 3 consecutive teaching terms.

This proposal is interwoven with other commitments that we'd like to see from the Board including a commitment to increasing the presumptive initial appointment for ATS Members to a T12 or Career Status appointment. You will see that idea drafted out in detail within a newly proposed section in Article D1, entitled "Security of Employment."

The Association also wishes to reaffirm the use of FTEs to measure and pay for ATS appointments' workload, rather than stacking compensation based the Per Course Rate for those individuals awarded Term appointments with more than one course per term, to ensure that they are more fairly compensated and the Collective Agreement is not short-cutted or interpreted creatively. You will see this in the proposed new Article D1.02.2.

Position Responsibilities

Also in Article D1, under Position Responsibilities, in conjunction with our new proposals for Articles D2.01, you will see proposals to reduce each ATS Member's specific responsibilities to writing each year, and to more adequately capture and account for all of the work that ATS Members are currently performing beyond teaching, and donating in the form of unpaid labour and time. I will say more about this shortly.

Advertising of Positions

In opening Article D1.06, you will see proposals that seek more assurances that current ATS Members and current employees will be allowed the first right of refusal for employment opportunities at the University.

And, should they challenge the outcome of such a competition under the Agreement, an assurance that there will be no retaliation by the Faculty.

Notwithstanding this is a right of all employees under the *Labour Relations Code*, we still feel this step is necessary given the highly precarious nature of this Constituency's employment situation (I refer again to the statistics I previously quoted on the use of Term appointments at this University), and their reluctance to "rock the boat" for fear of not being rehired at the end of one's term without any obvious legal recourse, regardless of the Employer's motivations – *bona fide* or otherwise - behind a failure to reappoint.

Conversion

Similarly, we've opened Article D1.07 to advance a proposal to simplify the conversion of ATS Members contract status to Career Status appointments after 36 months of cumulative service to the University under certain conditions.

Currently the Collective Agreement process in this section is convoluted and as such, is ripe with opportunity for misinterpretation and mischief. Even without such incumbrances, it presently takes an extraordinarily long time to become eligible to become a permanent employee with teaching responsibilities at the U of A, and this should be changed. You will also see this concept reflected in our proposal to amend Article D1.09.

Our motivations for these proposals should be self-evident by now.

In Article D1.07 you will also see the transition clause we propose for the eventual elimination of TR appointments at the University.

Cancellation and Reassignment of Courses

In opening Article D1.08, you will see the Association's and ATS Members' frustration with the last minute cancellation and last minute reassignment of courses that can be considered preventable, at least in part, with improved planning.

As a result, while we are proposing higher financial disincentives to compensate Members for administrative lack of planning, these fees are avoidable and can be considered largely theoretical should such processes be improved.

Article D2: Responsibilities to the University

In your review of Article D2: Responsibilities to the University, you will see that these proposals are meant to compliment and integrate with our proposals in Article D1, as already discussed.

Throughout Article D2, the Association's proposals aim to capture, record, and account for the full scope of responsibilities that ATS Members have at, and the services and expertise that they provide to, the University including not only teaching responsibilities, but also service, course coordination, team leadership, research and other scholarly activities they regularly undertake to advance the vision and objectives of this institution.

The Association has heard clearly that ATS Members donate hours upon hours of unpaid labour to the University in these areas, on top of the hours required to provide excellence in teaching. We've heard that many ATS Members with full-time appointments regularly work 80+ hour work weeks, and that those with part-time appointments almost always work hours each week far beyond what is

reflected in their assigned FTE. The Association seeks to have those contributions better accounted for from now on.

Workload

In our proposals for Article D2, and our proposal for a new **Appendix D.8: Position Profile Template and FTE/HCE Workload**, the Association aims to capture the real day-to-day contribution being made by ATS Members at the institution. You will see efforts to better quantify the hours actually required to teach, based on the age and stage of development of a course, whether a course is newly assigned to a Member, the class size, the number of student contact hours required, and other relevant factors.

In our proposal for **Appendix D.8**, we've proposed a way to more accurately quantify workload using standard workload definitions, while still allowing for the accurate capture of a particular course's real time requirements based on the list of relevant factors that we include in our proposal for Article D2.

Again, this is not a novel approach, as I mentioned previously, the U of T has just contractually agreed to undertake a similar analysis in assessing the actual hours required to teach students at a University level in courses that differ in their requirements and demands.

These proposals are in addition to the Joint Workload Review Committee and Joint Workload Study Committee proposals that we are proposing for all Constituencies.

Article D6: Evaluation

The Association introduces our proposal for Professional Leaves for ATS Members in opening Article D6. These proposals are found in a **new Article D6B**:

Professional Leaves, and largely mirror the procedures for sabbaticals for Academic Faculty. As a result, we are also introducing a proposal for a new **Appendix D12: Detailed Procedures for Professional Leaves**, found in our package at **TAB 8**.

In addition, we are seeking increased transparency and clarity of guidelines for promotions for ATS Members, as well as increased ATS Member engagement in the development of evaluative standards. You will see these proposals in Article D6.02, a **new** Article D6.13 entitled Promotion, and a **new** Article D6.14 providing for the right to appeal an unsatisfactory decision related to a request for a promotion.

In the Association's Article D6 proposals, you will also see the same proposals for the elimination of student survey results from the evaluative process, the opting out of the annual review process, and in Article D7, the proposal to take a corrective approach rather than a disciplinary one for unsatisfactory performance issues.

The parties' previously mutually agreed-to work outside of bargaining on Article D7 regarding appeal processes for increment decisions is also reflected in the language amendments we've included in Article D7.

Article D9: Salaries and Benefits

In conjunction with our proposals to improve the **accounting for** the actual work performed by ATS Members for the University, our proposals in Article D9 are aimed at the establishing appropriate payment for the same.

You will see this also within the proposal to establish a formula for the Per Course Rate in D9 that better accounts for the wide variations that are inherent from

course-to-course and that contribute to increased or decreased preparation and teaching hours that are required among courses.

In this Article, you will also see our proposal for the expanded eligibility for participation in the benefits program and for PER.

We believe that these proposals, when considered and accepted as an integrated whole, will go a long way towards rebuilding the trust and fostering the loyalty of ATS Members at the University, as well as strengthening the institution's reputation for being a great place to teach and learn at a post-secondary level well into the future.

Schedule E: Trust/Research Academic Staff

In the Association's proposals for TRAS Members, you will see the already explained concepts reflected again. In particular, our proposals address:

- The right of first refusal for new employment opportunities at the University in Article E1;
- Improved clarity around the opportunities for promotion in Article E6;
- Workload analyses and improved dispute resolution processes in Article E8; and
- The expansion of the benefits plan; and the extension of the PER allowance (PER on a pro-rated basis) to TRAS Members working on a part-time basis at Article E9

Schedule F: Administrative and Professional Officers

Similarly, in the Association's Schedule F proposals, we introduce the right of first refusal to advance recruitment and retention initiatives (in Article F1); propose improving the workload language and processes in Article F3, and propose the ability to opt-out of the annual performance review process in certain circumstances in a proposed new Article F6.05.

We also propose to expand the eligibility to be included in the bargaining unit to part-time APO Members, the eligibility to participate in the benefits plan for all APO Members with an FTE of or greater than 0.4 FTE, and to extend the PER allowance to all APO Members, pro-rated to FTE, in Article F9.

Schedule G: TLAPOs

Finally, with respect to Schedule G for Temporary Librarians and APOs, we reiterate the Association's proposals for: improved security of employment (Article G1.01), the right to appeal an assessment of unsatisfactory performance (Article G2.01.2), strengthen the right of first refusal in relation to future position opportunities (Article G2.02.2 and 3), reduce the length of service required prior to conversion to a permanent APO appointment to 3 years of service, and allow for the same conversion for individuals serving in Temporary Librarian positions (Article G2.03); propose improved workload and dispute resolution processes related to workload issues (Article G3.03), and the expansion of benefits and PER to part-time TLAPOs.

Conclusion

We know that this is a lot of information and that this presentation has been long. We trust you will find our proposals thoughtful, focused and comprehensive.

I thank you for your attention, and, on behalf of our entire Negotiating Committee, we look forward to discussing both of our proposals in detail as we meet together over the coming months.