

In a Collective Bargaining Dispute under the Labour Relations Code

between

The Governors of the University of Alberta

and

The Association of Academic Staff of the University of Alberta

MEDIATOR’S RECOMMENDATIONS FOR TERMS OF SETTLEMENT

Background

The parties have been bargaining for a renewal collective agreement but have been unable to settle the dispute in bargaining. The parties met in mediation on February 18 and 25 and March 2, 2022.

They discussed all the circumstances surrounding the various issues that would influence a successful ratification by them. They discussed in detail all the items in the respective proposals that arose during negotiations or that might facilitate a settlement. They shared information on the factors impacting their dispute. All parties have strongly advocated their respective interests while jointly recognizing the desire to reach terms that both sides could ratify.

As a result of the information provided to me in the mediation, I believe releasing mediator’s recommendations is the next appropriate step to take to assist these parties in moving towards a collective agreement. These recommendations represent the best indication of a possible settlement of the terms for a collective agreement.

I hope that both negotiating committees and their respective constituents and principals give serious consideration to these recommendations as a basis for bringing closure to this dispute and settlement of all outstanding issues.

Agreed Items and Items Not Within this Recommendation

The recommendations below deal with the outstanding items between the parties. If an outstanding proposal was to amend the collective agreement(s) but is not in this recommendation, the collective agreement(s) will remain unchanged. If an outstanding

proposal was to add to or delete from the collective agreement(s) but is not in this recommendation the collective agreement(s) will remain unchanged.

The parties resolved other items during bargaining. Those agreed items remain agreed and will be provided by the parties for ratification but are not included in these recommended terms of settlement.

Recommendations

I make the recommendations on the following outstanding items. The deletions are shown by ~~strikethrough~~ and the additions or amendments are shown in **bold**.

Term of Agreement

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

Appendix A: Economic Agreement - Across-The-Board (ATB) Increases

Across-the-board (ATB) salary increases as follows, which will be applied equally to all Constituency Groups (FAC, FSO, ATS, LIB, APO, TRAS and TLAPO), and applied to all salary scales, salary maxima and minima, and Increment values:

- **July 1, 2020: 0%,**
- **July 1, 2021: 0%,**
- **July 1, 2022: 0%,**
- **April 1, 2023: 1.25% (effective 1st day of 10th month of year three of the renewal collective agreement),**
- **December 1, 2023: 1.5% (effective 1st day of 6th month of year four of the renewal collective agreement),**
- **An additional 0.5% ATB increase retroactive to December 1, 2023 (effective 1st day of 6th month of year four of the renewal collective agreement), payable in the February 2024 or March 2024 “pay cheque,” subject to the following “Gain Sharing Formula.”**
 - ⊖ **Gain Sharing Formula: Alberta’s 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be applied**

retroactively effective on the first day of the sixth (6th) month of Y4 (i.e. December 1, 2023).

- ⊖ “Average of all Private Forecasts for Alberta’s Real GDP” for 2023 Calendar year would be a simple average of Alberta’s Real GDP for 2023 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 for Alberta’s Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

Revised ATS Salary Scales

A new salary grid will be created for those Lecturers hired for the first time under the ATS Schedule (and/or previously CAST) on or after June 30, 2024, which provides a salary maximum of \$100,100. This new grid would not apply to anyone previously hired under ATS or CAST agreement prior to June 30, 2024.

Note: there would be no application of the new grid to enhanced salary schedules per Appendix D.5 para viii.

June 30, 2024 ATS Salary Scales without 0.5% Gain Sharing			
Step/Rank	Assistant Lecturer	Associate Lecturer	Full Lecturer
1	\$64,901	\$78,014	\$94,822
2	\$67,524	\$81,376	\$98,480
3	\$70,147	\$84,738	\$100,100
4	\$72,770	\$88,100	
5	\$75,393	\$91,462	
6	\$78,016	\$94,824	

7	\$80,639	\$98,186	
8	\$83,262	\$100,100	
9	\$85,885		
10	\$88,508		
11	\$91,131		
12	\$93,754		
Increment value	\$2,623	\$3,362	\$3,658

June 30, 2024 ATS Salary Scales with 0.5% Gain Sharing			
Step/Rank	Assistant Lecturer	Associate Lecturer	Full Lecturer
1	\$65,220	\$78,398	\$95,289
2	\$67,856	\$81,776	\$98,965
3	\$70,492	\$85,154	\$100,100
4	\$73,128	\$88,532	
5	\$75,764	\$91,910	
6	\$78,400	\$95,288	
7	\$81,036	\$98,666	
8	\$83,672	\$100,100	
9	\$86,308		
10	\$88,944		
11	\$91,580		
12	\$94,216		
Increment value	\$2,636	\$3,378	\$3,676

Elimination of Promotion Transition Zones in the Academic Faculty and FSO Salary Scales

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

The per capita funding of the Academic Benefits Plan shall be increased by the year over year percentage increase associated with the “Edmonton average annual Statistics Canada CPI index” as listed in

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000501&pickMembers%5B0%5D=1.24&cubeTimeFrame.startYear=2000&cubeTimeFrame.endYear=2021&referencePeriods=20000101%2C20210101>

starting from the last year (2019-20) of the immediate previous collective agreement.

For example: The 2020 annual CPI index for Edmonton increased by 1.05% over the 2019 annual CPI index for Edmonton. Thus, the July 1, 2020 to June 30, 2021 per capita funding would be increased over the July 1, 2019 to June 30, 2020 per capita funding by the same percentage increase as the same percentage associated with 2020 CPI over the 2019 CPI Index, i.e., 1.05%.

The 2021 annual CPI index for Edmonton increased by 2.97% over the 2020 annual CPI index for Edmonton. Thus, the July 1, 2021 to June 30, 2022 per capita funding would be increased over the July 1, 2020 to June 30, 2021 per capita funding by the same percentage increase as the same percentage associated with 2022 CPI over the 2021 CPI Index, i.e., 2.97%.

Year	CPI percentage increase formula	
	Per capita funding - Operating	Per capita funding Trust (Operating minus \$1,400)
2019-20 (base year)	\$12,466	\$11,066
2020-21	\$12,597 (1.05% increase over 2019-20)	\$11,197
2021-22	\$12,971 (2.97% increase over 2020-21)	\$11,571

2022-23	TBD	TBD
2023-24	TBD	TBD

The July 1, 2023 to June 30, 2024 per capita funding that has been set shall continue during the statutory bridging period in accordance with the Labour Relations Code.

Psychologist Services

Psychologist Services shall be examined and considered by the Academic Benefits Management Committee within the Academic Benefits Plan.

Dental Fee Guide

Effective the date of ratification, the dental fee guide shall be maintained at the most current year Alberta Dental Fee Guide going forward.

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

Effective the date of ratification, compensation-in-lieu of benefits for Academic Staff not covered by the Academic Benefits Plan will be ~~3%~~ **4%** 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%~~ **4%** 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%~~ **4%** 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%~~ **4%** of salary **payable**.

Sabbaticals and Professional Leaves

Effective July 1, 2022:

- Sabbaticals for faculty will be at 90% 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.

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 With respect to an Academic Faculty member's second and any subsequent sabbatical, the Academic Faculty member shall receive 82.5% (**effective July 1, 2022: 90%**) 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 is at 82.5% (**effective July 1, 2022: 90%**) 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% 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% (**effective July 1, 2022: 90%**) 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% level (**effective July 1, 2022: 90%**). For example, if an Academic Faculty member's basic salary were \$50,000, then the usual sabbatical salary would be 82.5% (**effective July 1, 2022: 90%**) of that amount or \$40,000 (**effective July 1, 2022: \$45,000**). If the Academic Faculty member received a \$4,000 sabbatical research grant, then the salary portion would be reduced to \$36,000 (**effective July 1, 2022: \$41,000**).

Schedule B (FSO)

~~B4.03.1 In determining the salary level, the Provost shall follow B4.03.2, B4.03.3 or B4.03.4. 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% (**effective July 1, 2022: 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, the salary level shall be not less than 75% (**effective July 1, 2022: 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 In determining the salary level, the LEC shall follow **C4.03.2, C4.03.3 or C4.03.4**. ~~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% (**effective July 1, 2022: 75%**) of full salary.

C4.03.3 When the leave is determined to be of equal benefit to both the Librarian and the Library, the salary level shall be not less than 75% (**effective July 1, 2022: 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 If an application for Professional/Educational Leave has been approved, an APO Member shall:

- a) receive a salary of 80% (**effective July 1, 2022: 100%**) of the APO Member's basic University salary, **which shall be defined as the APO Member's regular salary and any market supplement.**

The Academic Supplementary Retirement Plan (ASRP) Salary Cap

With respect to the Academic Supplementary Retirement Plan (ASRP) salary cap, the collective agreement expiring June 30, 2020 provides:

- *Increase the ASRP salary cap, as follows:*
 - *Effective January 1, 2018: \$216,162*
 - *Effective January 1, 2019: \$220,668*

The parties have agreed that the ASRP salary cap will be "status quo" over the life of the agreement expiring June 30, 2024.

The Union takes the position that "status quo" means that the ASRP salary cap should be increased annually by determining the sum of the current year Maximum Pensionable Salary

associated with the Universities' Academic Pension Plan (UAPP) plus \$52,170 rounded off to the closest dollar which would result in the following:

- Effective January 1, 2020: \$224,391
- Effective January 1, 2021: \$232,928
- Effective January 1, 2022: \$242,640
- Effective January 1, 2023: determined by the sum of the current year Maximum Pensionable Salary associated with the Universities' Academic Pension Plan (UAPP) plus \$52,170 rounded off to the closest dollar
- Effective January 1, 2024: determined by the sum of the current year Maximum Pensionable Salary associated with the UAPP plus \$52,170 rounded off to the closest dollar.

The Employer takes the position that "status quo" means no change to the negotiated value in the current contract which would result in the ASRP salary cap set as follows:

- Effective July 1, 2020: \$220,668
- Effective January 1, 2021: \$220,668
- Effective January 1, 2022: \$220,668
- Effective January 1, 2023: \$220,668
- Effective January 1, 2024: \$220,668.

The dispute shall be submitted to binding arbitration before a single arbitrator who shall determine what "status quo" means, subject to the evidence and arguments before the arbitrator.

Language

Appendix D.7 and D.8

AASUA agrees to strike an ARC in accordance with Article 2.06 – 2.11 to consider Appendix D.7 (Procedures on Evaluation and Promotion for Lecturers) and D.8 (Positional Profile Template). Should the parties not reach agreement during the ARC process, the current collective agreement language remains as status quo.

Conversion Language for TLAPO

G2.03.1 A ~~FLAPS~~ **TLAPO** Member who has served 6 continuous years of full-time employment whether in a rolling term or in successive term appointments shall **have** their current appointment **converted** ~~be considered by their Supervisor for conversion of their current~~ appointment to a (continuing) APO appointment, performing the same duties. ~~A decision of the Supervisor may be appealed to the appropriate Vice President whose decision shall be final and binding.~~

Ratification by The Parties

Under section 65(6) of the Labour Relations Code each party is required to advise the Mediator if they accept or reject these Mediator's Recommendations.

I request that each party officially advise me, by email on or before 1:00 pm, Wednesday, March 9, 2022 if you accept or reject these recommendations. Please copy the other party.

If both of you accept/ratify the recommendations, you would proceed to prepare and sign the new collective agreement comprising the items you agreed to and these recommendations. The Date of Ratification would be the latter date either of you notify me of ratification.

If either or both of you reject these recommendations, you may:

1. return to bargaining, alone or with the mediator, or
2. exercise your further rights under the *Labour Relations Code*.

I remain available to assist you at any point in the process. Thank you for your assistance in the process.

(signature removed)

Deborah M. Howes, C. MED., I.M.I. Cert.,

Mediator

March 2, 2022