

# Offer of Settlement

January 17, 2022

**Commented [1]:** Both this and the Board offer are to be understood as package deals, to be accepted or rejected in their entirety. The parties may choose to withdraw or modify parts of these offers in the course of further negotiations.

## Highlights

**Term of Agreement:** 4 years, from July 1, 2020 to June 30, 2024.

### Schedule A: Salary Schedules and Stipends

In the interests of attempting to reach a settlement and recognising the interference by government into financial negotiations, ULFA is willing to accept the delayed timing and limited scope of proposed salary and stipend increases that have been proposed by the Board, in the context of this package offer. However, ULFA is not prepared to again accept a financial package that seems likely to be worse than others in the sector, so is looking for increases of at least 3.75 to 4.25% over the 4-year term.

ULFA's proposal is:

- 0% base salary adjustment July 1, 2020
- 0% base salary adjustment July 1, 2021
- 0% base salary adjustment July 1, 2022
- 1.25% base salary adjustment April 1, 2023
- 2.5% base salary adjustment December 1, 2023
- potential additional 0.5% in February 2024 retroactive to December 1, 2023, subject to Gain Sharing formula proposed by the Board.

These adjustments apply to all values in A.01 except career progress and merit contributions (i.e. to salary minima, maxima, and stipend minima for all categories of Members).

### Schedule B: Economic Benefits

ULFA proposes

- expanding individual and family tuition benefits to include Sessional Lecturers
- improving certain benefit coverages at the Members' expense
- creating small "Professional Supplements" for Sessional Lecturers
- making Professional Supplements available to all Term Members, and to Members whose load is less than 50% FTE
- making tuition benefit additive for spouses who are both Members

### Schedule BB: Academic Benefits Management Committee

ULFA proposes the establishment of a joint Benefits Management Committee for academic staff, to ensure that the benefits provided to Members supply the best possible value available. The proposed language is based on language from the University of Alberta Collective Agreement. ULFA's goal is the establishment of such a committee; details are open to further discussion.

## Article 5: Recognition

The Board has agreed to allow ULFA to make a presentation in new employee orientations, to increase the course releases provided to ULFA by one (two in a Bargaining Year), and to double the course releases that ULFA may purchase. In addition to these, ULFA seeks:

- clearer language indicating that the Collective Agreement takes precedence over any institutional policies
- a representative (non-voting) on the University's Budget Advisory Committee
- to ensure that ULFA representation on University committees will not be decreased without the consent of ULFA

## Article 6: Communication and Information

The Board has agreed to language clarifying that ULFA may use information provided to ULFA by the Board in ways required by legislation, to provide contact information for ULFA in appointment letters, to provide Member email addresses to ULFA, and to provide policies and guidelines about assignment of duties to ULFA. In addition to these, ULFA seeks:

- more frequent (three (3) times per year rather than twice, or in some cases once) provision of some basic information about Members
- any EDI information provided by Members to the University
- breakdown of credit hours taught by Member permanence status (Term or not, for non-Sessionals)
- explanations of how Deans are determining the equity of workload across Members (as they are required to, under Article 13.03)

### Other Articles

The following pieces that have been agreed to in bargaining shall be changed according to those agreements:

- Article 28 (Intellectual Property)
- Article YY (formerly Schedule R: Equity, Diversity, and Inclusion)
- Schedule C (Grandfathering Clause for Probationary Appointments)
- Schedule I (Implementation of Academic Assistant/Instructor Language)
- Schedule K (Student Evaluations and Teaching)
- MOU on Reorganisation of the Collective Agreement

All other Articles and Schedules will remain as in the current Collective Agreement, with Schedule S (Conclusion of Bargaining) to be updated based on the details of this offer.

**Detailed proposals for 5, 6, A, B, and BB are included below. Differences from the Board's Offer of settlement are highlighted in pink for ease of understanding.**

## Article 5: Recognition

**Commented [2]:** Some of the remaining differences are minor and not contentious. In our effort to swiftly clarify the significant points of difference that remain, ULFA's final offer described the significant revisions we were willing to make from our previous offer. It therefore did not contain a detailed article-by-article response that would have reflected some minor adjustments based on the Board's offer of settlement.

**5.01** In the case of any conflict involving Board policies or decisions taken by bodies that are subject to the authority of the Board, the Articles of this Collective Agreement, being the free expression of a binding agreement between the Association and the Board, shall take precedence.

**Commented [3]:** Board proposal: "Subject to applicable legislation, any conflict involving the Board policies or decisions taken by bodies constituted by the Board will not be interpreted or applied so as to limit or amend the provisions contained in this Collective Agreement."

## **5.02 Exclusive Bargaining Agent**

5.02.1 The Board recognizes the Association as the exclusive bargaining agent for all active Members, and for all inactive Members except as provided in Article 4.04.

## **5.03 Use of Premises**

5.03.1 The Board recognizes the utility of providing office space to the Association and agrees to continue to provide the current resources or equivalent in accordance with past practice:

- (a) the use of suitable office space and accommodations;
- (b) access to telecommunications and internet resources at internal rate, paid by the Association;
- (c) access to internal services such as mail delivery and meeting rooms on campus(es);
- (d) access to the University's facilities such as parking and identification cards for the Association's staff at prevailing internal rates;
- (e) one (1) Lot E parking permit, plus one (1) departmental rover parking permit at the prevailing internal rates, paid by the Association.

## **5.04 Association Activity**

5.04.1 A Member's service to the Association shall be deemed Service to the University and Society in evaluation of performance.

5.04.2 The Board shall not interfere with active Members participating in Association activities when those activities do not unduly interfere with active Members' assigned duties.

5.04.3 Electronic correspondence or communication carried on among active Members of the Association or its staff in furtherance of Association activities shall be the property of the parties so corresponding or communicating.

5.04.4 The Board recognizes that Members have the right to attend open meetings of the Board, and to attend open meetings of the committees of that body, subject to this activity not interfering with the execution of the Member's duties.

5.04.5 The Association has the right to call upon the assistance of duly authorized representatives of the Canadian Association of University Teachers (CAUT) and the Confederation of Alberta Faculty Associations (CAFA).

5.04.6 A representative of the Association will be invited to participate in the Human Resources new employee orientation.

**Commented [4]:** Board proposal: "A representative of the Association will be invited to participate in any new employee orientation that Human Resources may offer. 5.04.7 The Association shall be entitled to make a presentation to the University's Budget Advisory Committee each year."

## 5.05 Deduction of Dues

5.05.1 The Board shall deduct and remit to the Association from the monthly salaries of all active Members dues on behalf of the Association, the Confederation of Alberta Faculty Associations (CAFA), and the Canadian Association of University Teachers (CAUT) as assessed by the Association.

5.05.2 Dues shall be remitted by the 15th day of each month for dues assessments of the previous month. Any adjustments shall be reconciled in the next month.

5.05.3 The Board shall inform the Association of the name of and the deductions made for each active Member, broken down by the organizations listed in Article 5.05.1.

## 5.06 Course Release Time

5.06.1 Should a Bargaining Year extend beyond that July 1 to June 30 period in which bargaining has commenced, the Bargaining Year will be extended on a pro rated basis to those regular semesters where bargaining remains active.

**Commented [5]:** Board proposal: Reassignment of Teaching Duties in Support of ULFA Service"

5.06.2 Course Release Time Provided by the

**Commented [6]:** Board proposes deleting title

Board

- (a) At no cost to the Association, the Board agrees to reassign teaching duties of academic staff members identified by ULFA, normally in increments of 10% of FTE duties, in support of ULFA service: ~~Association shall be entitled to the~~

equivalent time in three (3) credit hour courses (the single course release) on the following basis:

- (i) ~~six (6) five (5) teaching reassignments, each weighted at 10% of FTE duties~~ ~~single course releases~~ in any Year;
- (ii) ~~three (3) two (2) additional teaching reassignments, each weighted at 10% of FTE duties~~ ~~single course releases~~ in any Bargaining Year.

Commented [7]: Board proposes inserting "normally"

Commented [8]: Board proposes inserting "normally"

### 5.06.3 Course Release Time Purchased by the Association

Commented [9]: Board proposes deleting title.

(a) The Association is permitted to buy ~~single course releases~~ ~~additional teaching reassignments~~ over and above the ~~teaching reassignments~~ ~~course releases~~ under Article 5.06.2 on the following basis:

- (i) up to ~~sixteen (16) eight (8) teaching reassignments, each weighted at 10% of FTE duties~~ ~~single course releases~~ in any Year;
- (ii) ~~four (4) two (2) additional teaching reassignments, each weighted at 10% of FTE duties~~ ~~single course releases~~ in any Bargaining Year;
- (iii) the Association shall remit to the Board an amount equal to the minimum Sessional Lecturer stipend plus 25%, as identified in Schedule A of this Collective Agreement for each ~~teaching reassignment~~ ~~course release~~ so purchased under Article 5.05.3;
- (iv) should the Association request that ~~teaching reassignments~~ ~~course releases~~ be accorded to a Member at a rate of two (2) or more ~~teaching reassignments~~ ~~course releases~~ in one (1) Academic Year, all ~~teaching reassignments~~ ~~releases~~ in that Academic Year shall be permitted through the Association remitting to the Board a total amount equal to one third (1/3) of the minimum salary for an Associate

Commented [10]: Board proposes inserting "normally"

Commented [11]: Board proposes inserting "normally"

Professor plus 25%, such minimum as identified in Schedule A.01.1 of this Collective Agreement.

- 5.06.4 In the case of an Instructor/Academic Assistant or a Professional Librarian, a comparable proportionate reassignment of duties~~reduction in assignment~~ or other equivalent adjustment will be made.
- 5.06.5 As soon as possible after the Association Annual General Meeting, the Association shall inform the President and the relevant supervisors of the names of the active Members who are being recommended for teaching reassignments~~course releases~~ and the number of those teaching reassignments~~course releases~~ (or their equivalent) per active Member.

#### 5.07 Member Participation in Advisory Processes

- 5.07.1 In addition to any other Association representation set out in legislation and any other Member representation, the Association shall be entitled to appoint one (1) non-voting representative Member to the University's Budget Advisory Committee, with full participatory rights and responsibilities.
- 5.07.2 Existing Association representation levels on University committees shall not be reduced (as a proportion of the committee membership) without the consent of the Association.

Commented [12]: Not in Board proposal.

## **Article 6: Communication and Information**

### **6.01 Communication between the Parties**

- 6.01.1 Except where otherwise specified in this Collective Agreement, correspondence between the Parties arising out of this Collective Agreement or incidental thereto shall pass between the President of the University and the President of the Association, or their designates.
- 6.01.2 Where written notice is called for in this Collective Agreement, email shall be deemed adequate means for correspondence between the Association and the Board for all Articles except Articles 22 (Grievance and Interpretation) and Article 24 (Supervision and Discipline).
- 6.01.3 All communications required in Articles 22 and 24 shall be delivered during business hours (8:30 am to 4:30 pm) in a manner that permits acknowledgement of receipt if requested or if required by this Collective Agreement.
- 6.01.4 Email (including any attachments thereto) delivered outside business hours shall be deemed to have been delivered at 8:30am on the next Working Day.
- 6.01.5 In no case may correspondence sent to the Association be used for purposes other than the administration or negotiation of this Collective Agreement, [or other duties as required by legislation](#).

### **6.02 Distribution of the Collective Agreement**

- 6.02.1 The Board shall make available a linkable copy of the Collective Agreement at the URL stated in Article 2.05, with cross-referenced links embedded, on the University website for all Members to access.
- 6.02.2 The URL of the Collective Agreement on the University website, [and contact information for the Association](#), shall be included in all offers of appointment to prospective Members.
- 6.02.3 Amendments to this Collective Agreement outside the collective bargaining process shall be posted to the same University website on which this Collective Agreement is made available.

### **6.03 Information about Individual Active Members**

6.03.1 The President shall make available to the Association, in electronic format, the following information:

**Commented [13]:** Board proposes "Board"

- (a) access for three (3) years to copies of offer of appointment of new Members, and of letters agreeing to a change in appointment status, once such appointments have been ratified by the Board;
- (b) a list at the beginning of each Fall and Spring semester and at the beginning of Summer Session I, that includes the name, rank, academic unit, and date of appointment of each new Member;
- (c) a list at the beginning of each Fall and Spring semester that includes the name and termination date of each Member whose appointment is terminated in accordance with any of the termination processes described in Article 16;
- (d) a list, provided annually in July, that includes each Member who has applied for or been awarded Extension of Probation, Continuing Appointment, Tenure, and/or Promotion;
- (e) a list, provided by October 15, February 15, and June 15 of each Contract Year ~~annually no later than October 31 of each year, with information to be complete as of September 30~~, including the following information about all active Members of the Academic Staff:
  - (i) name;
  - (ii) gender (as identified for Economic Benefits purposes);
  - (iii) any equity, diversity, or inclusion categories with which the Member has self-identified about which information is collected by the University, including but not limited to those categories protected by legislation;
  - (iv) date of birth;
  - (v) current home contact information (address and phone);

**Commented [14]:** Board proposes "a list by October 15 for the Fall semester and by February 15 for the Spring semester that includes..."

**Commented [15]:** Board proposes retaining existing language.

**Commented [16]:** Board proposes "Human Resources"

**Commented [17]:** Board proposes adding, "subject to Members' consent"



(vi) Member's University email address:

- (vii) start date of current appointment;
- (viii) end date of Term, Probationary, or Sessional Lecturer appointment;
- (ix) appointment category;
- (x) rank/position;
- (xi) Faculty/Library/Department;
- (xii) full-time or part-time equivalence for Members other than Sessional Lecturers;
- (xiii) Academic Career Years (if applicable);
- (xiv) the number of years accumulated towards the maximum for Term Appointment (as identified in Article 18.01.1(b)(i));
- (xv) reason for Term Appointment (pursuant to Article 18.01.1(a)) or for Sessional Lecturer appointment (pursuant to Article 34.01.2);
- (xvi) salary;
- (xvii) dues paid on the Member's behalf to the Association; and
- (xviii) benefits category broken down by single or family coverage.

(f) A list, provided annually no later than October 31 of each year, with information to be complete as of September 30, containing the following information in aggregate form:

- (i) the number of credit hours taught in each semester:
  - [a] by course level (1000-level through to graduate level);
  - [b] by appointment category (Faculty Member, Professional Librarian, Instructor/Academic Assistant and Term/Sessional Lecturer); and
  - [c] by Faculty/Library.

**Commented [18]:** Board does not include this change.

## 6.04 Provision of Information for Inactive Members

- 6.04.1 The President shall provide to the Association, in electronic format, at the beginning of each Fall and Spring semester and at the beginning of Summer Session I, on an annual basis no later than October 31 of each year, with information to be complete as of September 30, a list of Inactive Members that includes the following information:
- (a) name;
  - (b) inactive Member designation start date;
  - (c) inactive Member designation end date;
  - (d) dues paid on his/her/their behalf to the Association.

**Commented [19]:** Board proposes "Board"

**Commented [20]:** Board proposes retaining existing language.

## 6.05 Information about Assignment of Duties and Workload Equity

- 6.05.1 Each Dean shall provide to the Association, in electronic format, on an annual basis no later than October 31 of each year:
- (a) Any policies or procedures relating to assignment of duties that may have been established under Article 13.03;
  - (b) An explanation of any guidelines the Dean is using to ensure the equivalence of workload between Members (as required under Article 13.03.2).

**Commented [21]:** Board proposes "The Provost or designate"

**Commented [22]:** Board proposes "procedures, or guidelines relating"

**Commented [23]:** Board proposal does not include this.

## 6.06 Protection and Use of Data Provided for the Administration of the Collective Agreement

- 6.06.1 The Association agrees to respect the confidentiality of personal information and the privacy of Members, and undertakes that information received by the Association for the administration of the Collective Agreement shall not be published or otherwise used in ways that could result in the identification of individual Members' information beyond purposes necessary for the administration of this Collective Agreement.
- 6.06.2 Personal information provided by the Board shall be maintained and used by the Association only for the purposes of operating the Association in accordance with the provisions of the *Post-Secondary Learning Act*, the *Code*,

the *Freedom of Information and Protection of Privacy Act*, this Collective Agreement, and any other applicable Provincial or Federal legislation.

6.06.3 The Association will maintain in a secure manner personal information provided by the Board.

6.06.4 Prior to disposal of any media containing personal information provided by the Board, the Association will ensure that the personal information has been erased or destroyed.

**6.07** In the event of unauthorized access to or disclosure of personal Member data, the Parties shall:

6.07.1 inform each other as soon as is practicable upon discovery of the unauthorized access or disclosure;

6.07.2 work to discover and limit the source and extent of the unauthorized access; and

6.07.3 work to recover any lost data and prevent future unauthorized access or disclosure.

### **6.08 Requests for Additional Information**

6.08.1 The **President** shall make available to the Association, upon written request and within a reasonable time, information on Members not provided in Article 6.

**Commented [24]:** Board proposes "Board"

6.08.2 Article 6.08.1 shall not be construed to require the **President** to compile information in the form requested if such data are not already compiled in the form requested, or to supply any confidential information, beyond what is required for the administration of this Collective Agreement.

**Commented [25]:** Board proposes "Board"

### **6.09 Anomalies**

6.09.1 The Association may request a meeting to discuss the information provided in Article 6 with a view to identifying any anomalies and responding to any concerns.

**Commented [26]:** The Board's proposal contained a Memorandum of Understanding about Academic Instruction involving Partnerships with Organisations Involved in Student Recruitment. This is not included in ULFA's proposal.

## Schedule A: Salary Schedules and Stipends

### A.01 Salary Schedules and Stipends (July 1, 2020~~18~~ to June 30, 2024~~0~~)

	<del>Years 1 and 2</del> Effective July 1, 2020 <del>18</del> to March 31, 2023 <del>June 30, 2019</del>	Minimum	Maximum	Career Progress Increment per Member	Merit Pool Contribution per Member
A.01.1	FACULTY MEMBERS				
	Assistant Professor	\$70,000	-	\$2,600	\$625
	Associate Professor	\$85,000	-	\$2,600	\$625
	Professor	\$110,000	-	\$2,600	\$625
A.01.2	PROFESSIONAL LIBRARIANS				
	Librarian Grade II	\$70,000	-	\$2,600	\$625
	Librarian Grade III	\$85,000	-	\$2,600	\$625
	Librarian Grade IV	\$110,000	-	\$2,600	\$625
A.01.3	INSTRUCTORS/ACADEMIC ASSISTANTS				
	Instructor/Academic Assistant I	\$53,000	\$112,303.86	-	\$2,800
	Instructor/Academic Assistant II	\$58,000	\$119,443.32	-	\$2,800
	Instructor/Academic Assistant III	\$63,000	\$126,587.90	-	\$2,800
A.01.4	<del>Year 1 Effective May 1, 2018 to June 30, 2019</del> Sessional Lecturers	Minimum Stipend per course			
	Sessional Lecturer I	\$6,212	-	-	-
	Sessional Lecturer II	\$6,500	-	-	-

Commented [27]: Not in Board proposal.

	Year 3 (last part of) Effective <del>April 1, 2023</del> <del>July 1, 2019</del> to <del>November 30, 2023</del> <del>June 30,</del> <del>2019</del>	Minimum	Maximum	Career Progress Increment per Member	Merit Pool Contribution per Member
A.01.1	FACULTY MEMBERS				
	Assistant Professor	<del>\$70,000</del> <u>70,875</u>	-	\$2,600	\$625
	Associate Professor	<del>\$85,000</del> <u>86,063</u>	-	\$2,600	\$625
	Professor	<del>\$110,000</del> <u>111,375</u>	-	\$2,600	\$625
A.01.2	PROFESSIONAL LIBRARIANS				
	Librarian Grade II	<del>\$70,000</del> <u>70,875</u>	-	\$2,600	\$625
	Librarian Grade III	<del>\$85,000</del> <u>86,063</u>	-	\$2,600	\$625
	Librarian Grade IV	<del>\$110,000</del> <u>111,375</u>	-	\$2,600	\$625
A.01.3	INSTRUCTORS/ACADEMIC ASSISTANTS				
	Instructor/Academic Assistant I	<del>\$53,000</del> <u>53,663</u>	<del>\$112,303.86</del> <u>113,708</u>	-	\$2,800
	Instructor/Academic Assistant II	<del>\$58,000</del> <u>58,725</u>	<del>\$119,443.32</del> <u>120,936</u>	-	\$2,800
	Instructor/Academic Assistant III	<del>\$63,000</del> <u>63,788</u>	<del>\$126,587.90</del> <u>128,170</u>	-	\$2,800
A.01.4	<del>Year 1 Effective May 1, 2018 to</del> <del>June 30, 2019</del> Sessional Lecturers	Minimum Stipend per course			
	Sessional Lecturer I	<del>\$6,212</del> <u>6,290</u>	-	-	-
	Sessional Lecturer II	<del>\$6,500</del> <u>6,581</u>	-	-	-

Commented [28]: Not included in Board proposal.

	Year 4 (late) Effective <del>December 1, 2023</del> <del>July 1, 2019</del> to June 30, 2024	Minimum	Maximum	Career Progress Increment per Member	Merit Pool Contribution per Member
A.01.1	FACULTY MEMBERS				
	Assistant Professor	<del>\$70,000</del> 72,647 or 73,001*	-	\$2,600	\$625
	Associate Professor	<del>\$85,000</del> 88,215 or 88,645*	-	\$2,600	\$625
	Professor	<del>\$110,000</del> 114,159 or 114,716*	-	\$2,600	\$625
A.01.2	PROFESSIONAL LIBRARIANS				
	Librarian Grade II	<del>\$70,000</del> 72,647 or 73,001*	-	\$2,600	\$625
	Librarian Grade III	<del>\$85,000</del> 88,215 or 88,645*	-	\$2,600	\$625
	Librarian Grade IV	<del>\$110,000</del> 114,159 or 114,716*	-	\$2,600	\$625
A.01.3	INSTRUCTORS/ACADEMIC ASSISTANTS				
	Instructor/Academic Assistant I	<del>\$63,000</del> 55,005 or 55,273*	<del>\$112,303.86</del> 116,551 or 117,119*	-	\$2,800
	Instructor/Academic Assistant II	<del>\$58,000</del> 60,193 or 60,487*	<del>\$119,443.32</del> 123,959 or 124,564*	-	\$2,800
	Instructor/Academic Assistant III	<del>\$63,000</del> 65,382 or 65,702*	<del>\$126,587.90</del> 131,374 or 132,015*	-	\$2,800

**Commented [29]:** Not included in Board proposal.

**Commented [30]:** Board values in this final chart reflect an increase of 1.5% rather than 2.5%, and do not include the values that would result under Gain Sharing.

A.01.4	<del>Year 1 Effective May 1, 2018 to June 30, 2019</del> Sessional Lecturers	Minimum Stipend per course			
	Sessional Lecturer I	<del>\$6,212</del> 6,447 or 6,479*	-	-	-
	Sessional Lecturer II	<del>\$6,500</del> 6,746 or 6,778*	-	-	-

\* values if Gain Sharing applies.

Commented [31]: Not in Board proposal.

- A.01.5 When a Cost of Living Adjustment (COLA) increase is applied to a Member's salary as per Schedule A.02, salary range maxima shall be increased by the adjustments calculated as per Schedule A.02.
- A.01.6 When a salary schedule adjustment is authorized, each Member whose salary, after the addition of any applicable salary increments, is less than the newly established minimum salary for their rank, shall receive an increase to this minimum salary.
- A.01.7 The rate for Sessional Lecturer course stipends will be at least the minimum stipend exclusive of vacation pay, holiday pay and other statutory benefits, the exact amount to be negotiated by the Dean and the Sessional Lecturer.
- A.01.8 For each year in which an Instructor/Academic Assistant receives a merit score that would result in a salary increase that exceeds the maximum amount for his/her rank, the Board will pay the Instructor/Academic Assistant a non-base, non-recurring merit amount calculated in the following way. After merit increments have been paid out from the merit pools and fund under Articles 31.05.2 and 31.06.3, any residual amount remaining in the merit pools and fund shall be paid out to the Members identified in Article 31.06.2 in proportion to each Instructor/Academic Assistant's performance rating.

## A.02 Cost of Living Adjustment (COLA)

- A.02.1 Effective ~~July 1st of each year for the period~~ July 1, 20~~20~~18 to ~~March 31~~June 30, 2023~~0~~, ~~no~~any COLA increase ~~provided~~

~~for in this Schedule~~ will be applied to any each Member's ~~prior June 30th~~ salary.

A.02.2 Effective ~~April~~ July 1st, 2023~~18~~, an increase of ~~1.25~~ 0% will be applied to each Member's prior ~~March 31st~~ June 30th salary.

**Commented [32]:** Board proposal says "a COLA increase"

A.02.3 Effective ~~December~~ July 1st, 2023~~19~~, an increase of ~~2.5~~ 0% will be applied to each Member's prior ~~November~~ June 30th salary.

**Commented [33]:** Board proposal says "a COLA increase"

**Commented [34]:** Board proposal is 1.5%

A.02.4 Effective February 29, 2024, an increase of 0.5% will be applied, retroactive to each Member's prior December 1st salary, subject to Gain Sharing conditions to be determined by the Government of Alberta.

**Commented [35]:** Board proposal says "a COLA increase"

Gain Sharing:

**Commented [36]:** ULFA has omitted some unessential details: "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 Gain Sharing applies. All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an employee's start date if hired after December 1, 2023.

**Commented [37]:** Because ULFA included Gain Sharing in the table, details included in the Board proposal were not needed here: "Salary ranges in Schedule A shall receive an additional 0.5% increase retroactive to December 1, 2023; Employees shall receive an additional 0.5% increase to salaries retroactive to December 1, 2023, or retroactive to an employee's start date if hired after December 1, 2023." The increase to salaries is already mentioned above.

"Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

**Commented [38]:** Board proposal "would be"

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 will be sourced from each institution at the time the payout determination is made in February 2024.

**Commented [39]:** Board proposal "would"

**Commented [40]:** Board proposal "would be"

A.02.5 Any COLA will be applied prior to any career progress or merit increment.

### A.03 Stipends



**A.03.1 Stipend for Article 10 Courses**

- (a) Minimum of \$5,200 per semester course.
- (b) Travel time allowance of \$10.00 per hour of travel time required to reach destination and return to campus.
- (c) Ten percent (10%) of a stipend is paid to the Member in the event the course or program is cancelled.

**A.03.2 Sessional Lecturer Stipends in the Event of Course Cancellation**

- (a) Ten per cent (10%) of the stipend agreed upon and declared within the letter of appointment shall be paid to the Sessional Lecturer in the event the course is cancelled.

**A.04 Part Time**

- A.04.1 Salary shall be proportional to the salary which would have been paid had the Member been employed on a full load basis.

**A.05 Career Progress Increments**

- A.05.1 Effective June 30<sup>th</sup> of each year for the period July 1, 2020~~18~~ to June 30, 2024~~0~~, a career progress increment will be applied to each Faculty Member's/Professional Librarian's salary in accordance with Article 21.06 and Article 31.04.  
Any COLA will be applied to the Faculty Member's/Professional Librarian's prior June 30th salary before the career progress increment is applied.

Commented [41]: Board proposal deletes this.

- A.05.2 In the event that negotiations to renew this Collective Agreement have not concluded by June 30, 2025~~4~~ a career progress increment will be applied to each Faculty Member's/Professional Librarian's salary in accordance with Article 21.07 and Article 31.04, in consideration that such career progress increment relates to performance for the evaluation period up to and including June 30, 2024~~0~~. No further career progress increments nor COLA will be applied to such Members' salaries at such time or thereafter under the terms of this Collective Agreement, these being matters for negotiation after this Collective Agreement expires.

**A.06 Merit Increments**

A.06.1 Effective June 30 of each year for the period July 1, 2020~~18~~ to June 30, 2024~~0~~, a merit increment will be applied to each Faculty Member's/Professional Librarian's salary in accordance with Article 21.06.1 and Article 31.05; and to each Instructor's/Academic Assistant's salary in accordance with Article 15.05, Article 31.06, Article 31.07, and Schedule A.01.8. Any COLA will be applied to the Member's prior June 30th salary before the merit increment is applied.

**Commented [42]:** Board proposal also includes "Instructor/Academic Assistant" here

**Commented [43]:** Board proposal repeats "Instructor/Academic Assistant" twice here.

**Commented [44]:** Board proposal deletes this.

A.06.2 In the event that negotiations to renew this Collective Agreement have not concluded by June 30, 2025~~4~~ a merit increment will be applied to each Faculty Member's/Professional Librarian's salary in accordance with Articles 21.06.1 and 31.05; and to each Instructor's/Academic Assistant's salary in accordance with Article 15.05, Article 31.06, Article 31.07, and Schedule A.01.8, in consideration that such merit increment relates to performance for the evaluation period up to and including June 30, 2024~~0~~. No further merit increments nor COLA will be applied to such Members' salaries at such time or thereafter under the terms of this Collective Agreement, these being matters for negotiation after this Collective Agreement expires.

**A.07 COLA, Career Progress Increments and Merit Increments Applicable to Term of Agreement Only**

A.07.1 For clarity, entitlement to adjustments to salary through COLA as set out in this Schedule shall not extend beyond the terms of this Collective Agreement so as to give rise to further COLA to any Member's salary after June 30, 2024~~0~~.

A.07.2 For clarity, entitlements to adjustments to salary identified in Schedule A.05.2 and Schedule A.06.2 through career progress increments and merit increments are made in recognition that the evaluation of performance for such increments relates to duties performed during the term of this Collective Agreement, from July 1, 2020~~18~~ to June 30, 2024~~0~~.

## **Schedule B: Economic Benefits**

Schedule B shall be effective from July 1, 2020~~18~~ to June 30, 2024~~0~~, unless noted otherwise. [Articles B.06 and B.07 apply to all Members.](#) [Articles B.14 and B.15](#) apply only to Sessional Lecturers. All other Schedule B articles apply only to Faculty Members, Professional Librarians, and Instructors/Academic Assistants.

Commented [45]: Not included in Board proposal.

### **B.01 Academic Pension Plan**

- B.01.1 The provisions of the Employment Pensions Plan Act and Regulations shall apply to Members.
- B.01.2 Members are subject to the provisions outlined in the "Plan Document" Universities Academic Pension Plan (UAPP).

### **B.02 Long Term Disability (LTD) Insurance**

- B.02.1 Members shall pay all Long Term Disability Insurance premiums.
- B.02.2 Long Term Disability Insurance is available to Members up to Age 65.
- B.02.3 The provisions of the Long Term Disability Insurance Plan shall not be altered except by the mutual consent of the parties.
- B.02.4 While on approved Long Term Disability, responsibility for the payment of premiums and pension contributions is the following:
  - (a) For the first two cumulative years on LTD, same illness:
    - (i) the Member is responsible for the employee portion of UAPP contributions and any additional costs as identified in [Schedule B.03.3](#).
    - (ii) the University is responsible for the employer portion of UAPP contributions and benefit premium costs as identified in [Schedule B.03.1](#).
  - (b) Thereafter, for any remaining period on LTD, same illness:
    - (i) the Member is responsible for the employee portion of UAPP contributions.

- (ii) the University is responsible for the employer portion of UAPP contributions and benefit premium costs as identified in Schedules B.03.1 and B.03.3.

**B.03 Benefit Premiums**

B.03.1 The Board shall pay up to a maximum per month per Member of the total premium costs of the benefits as identified in Schedule B.03.2 as follows:

	Effective Date	Single	Family
Continuing Members or Term Members with three (3) or more consecutive years of service	Jan 1, 2020 <del>19</del>	\$129.88	\$298.90
Continuing Members with less than three (3) or more consecutive years of service	Jan 1, 2020 <del>19</del>	\$116.44	\$257.70

B.03.2 The total premium costs of the benefits paid by the Board, up to the maximums identified in Schedule B.03.1 will be allocated in the following order:

- (a) Extended Health Benefits
- (b) Dental Care Benefits, based on the current year's 2019 Alberta Blue Cross Dental Fee Guide
- (c) Vision Care Plan
- (d) Employee and Family Assistance Program
- (e) Basic Life Insurance (The Board shall pay for \$63,000 of coverage for all Members)

B.03.3 The Member is responsible for the premium costs of the benefits in Schedule B.03.2 beyond the maximum paid by the Board as identified in Schedule B.03.1.

B.03.4 If a Member declines a particular benefit identified in Schedule B.03.2, the premium for that benefit shall be retained by the Board.

B.03.5 If a Member who holds a term appointment is less than one half (0.5) annual FTE, the Board will pay directly to the Member the equivalent of the benefit premiums in lieu of benefits based on the Term Faculty Member's single rate.

**B.04 Benefits for Members Age 65 and Over**

**Commented [46]:** ULFA has requested: Improve coverage for appointments with Psychologist/Master of Social Work/ Registered Social Worker to increase to \$100 per visit, to a maximum of \$1000 per Participant each Benefit Year (current benefit is \$40 and max \$400; current provincial fee schedule is \$200/visit). The Board has agreed to implement these changes at the Members' expense.

**Commented [47]:** Board proposal retains existing language, despite ULFA's request to allow Members to pay for this improvement.

**Commented [48]:** ULFA has requested: Improve coverage to 24 hour-long appointments per Participant each Benefit Year (current benefit is 12); the Board has agreed to this at Members' expense. ULFA also requested that EFAP be extended to Sessionals and Term employees. The Board has not agreed to this.

- B.04.1 Members will be eligible for Extended Health Benefits, Dental Benefits, and Vision Care Benefits as may be set out in the Plan Documents. Emergency Travel Benefits shall be included for all Members.
- B.04.2 Members will be eligible for Group Term Life Insurance to age seventy (70) as set out in the Plan Documents.
- B.04.3 Members, who have Voluntary Optional Life Insurance, will cease to have Voluntary Optional Life Insurance the first of the month following the seventieth (70<sup>th</sup>) birthday, as set out in the Plan Documents.
- B.04.4 Members who become ill during the term, but whose medical leave entitlement is insufficient to take them to the end of term, are eligible for Leave Without Pay (LWOP) following medical leave to the end of the academic term in which the Member commenced the LWOP.
- B.04.5 Long Term Disability Insurance is not available for Members age sixty-five (65) and over.

**Commented [49]:** Board proposal does not include this. The Board has said that such Members can be reimbursed for privately-purchased travel insurance from their professional supplements.

**B.05 Professional Supplement**

- B.05.1 The Professional Supplement shall be provided annually on or around July 1 as follows:

	Per Member per Year (annual allocation prorated as per <u>Schedules B.05.4 and B.05.5</u> )	Maximum Accumulated Balance per member as of July 1 (maximum prorated as per <u>Schedules B.05.4 and B.05.5</u> )
Faculty Members/professional Librarians	\$2,000	\$8,000
Instructors/Academic Assistants	\$1,600	\$6,400
<u>Sessional Instructors</u>	<u>per course offering, \$200</u>	<u>per course offering, \$</u>

**Commented [50]:** Board proposal does not include this.

- B.05.2 If the given year's entitlement would put a Member's Professional Supplement balance over the maximum accumulated balance, only the amount required to bring the balance to the maximum accumulated balance will be added.
- B.05.3 Effective July 1, 2014, no funds will be added to or subtracted from any Professional Supplement balance that is already over the maximum accumulated balance as of June 30.

- B.05.4 Per Member entitlement for Professional Supplement is prorated on the basis of the number of months served in the Academic Year.
- B.05.5 Members who are: (a) Part Time; (b) less than full-load equivalent; (c) on a Gradual Retirement Plan; or (d) on Reduced Load Status, receive Professional Supplement proportional to what they would have received had they been employed on a full load basis, ~~so long as his/her full-load equivalent is at least 0.5.~~
- ~~B.05.6 Members holding: (a) a term appointment; or (b) a less than full-load equivalent appointment of less than 0.5 annual full-load equivalent, are not entitled to Professional Supplement.~~
- B.05.6 Procedures for use of the Professional Supplement are outlined in the University's Professional Supplement Policy.
- B.05.7 For Members whose appointment terminated during the year, any unused balance, in accordance with Schedule B.05.4 for the number of months served in the Academic Year, will be allocated to eligible Members on record as of September 30 of each year.

**Commented [51]:** Board proposal retains all of this language.

## **B.06 Member's Tuition Benefit**

- B.06.1 The Board shall allow each Member a waiver of one hundred per cent (100%) tuition and student administrative fees for undergraduate credit courses or up to a maximum of the Canadian undergraduate course fee for graduate credit courses at the University, up to a maximum of 15 credit hours per semester. Co-operative education courses will qualify for the tuition fee waiver.
- B.06.2 An administration fee of \$15.00 per semester course shall be charged to Members, to a maximum of \$45.00 per Member per semester.
- B.06.3 Normal regulations on tuition and other course fee payments and deadlines will apply.
- B.06.4 The taxation of the tuition benefit shall be in accordance with Canada Revenue Agency regulations.

## **B.07 Spouse and Dependents' Tuition Benefit**

- B.07.1 The spouse and dependents of a Member shall be entitled to a fifty percent (50%) reduction in tuition fees, including the

student administrative fee, charged for a Canadian undergraduate credit course fee or up to a maximum of fifty percent (50%) of a Canadian undergraduate course fee for graduate credit courses at the University, up to a maximum of fifteen (15) credit hours per student per semester. Where both parents are Members the tuition waiver for a dependent is additive ~~to a maximum of fifty percent (50%), depending upon any proration for less than full-load equivalent Members~~. Co-operative education courses will qualify for the Tuition Benefit.

**Commented [52]:** Board proposal retains this language.

- B.07.2 An administration fee of \$15.00 per semester course shall be charged to the student, to a maximum of \$45.00 per student per semester.
- B.07.3 The spouse and dependents of a Member with no less than one (1) year of service, who dies while employed by the University shall be entitled to a waiver of one hundred percent (100%) of the tuition, including the student administrative fee, for a Canadian undergraduate credit course fee or up to a maximum of a Canadian undergraduate course fee for graduate credit courses undertaken at the University for a period of four (4) years following the death of the Member, up to a maximum of fifteen (15) credit hours per student per semester.
- B.07.4 The spouse and dependents of a Member shall be entitled to the provisions of the tuition benefit on the same basis as for other Economic Benefits in Schedule B. The definition of spouse and dependent shall be consistent with the definition used for entitlement to the Extended Health and Dental Plans. The tuition benefit is prorated for Members less than one (1.0) full-load equivalent to the full-load equivalent status of the Member at the start of the applicable semester in which the tuition benefit will be applied.
- B.07.5 Normal regulations on tuition and other course fee payments and deadlines will apply.
- B.07.6 The taxation of the tuition benefit shall be in accordance with Canada Revenue Agency regulations.

#### **B.08 Study, Research, Retraining, or Upgrading Leave Relocation Grants**

Members awarded study, research, retraining, or upgrading leave are eligible to apply for leave relocation grants to

cover costs of relocation of family and personal effects from the domicile near a University campus to the domicile(s) where the leave is to be spent, and return.

#### **B.09 Relocation Allowance**

- B.09.1 An appointee is eligible for a relocation allowance, from the last place of domicile to a domicile near a University campus, to a maximum of twelve thousand dollars (\$12,000.00).
- B.09.2 Relocation allowances are subject to the University Relocation Allowance Regulation, which shall be referred to in the provisional offer of appointment for eligible appointees. Members are eligible for reimbursement under the Regulation upon presentation to the University of an account of expenses and original receipts.

#### **B.10 Workers' Compensation Supplement**

- B.10.1 In the event of a time-loss injury sustained in the course of employment at the University, a Member continues to receive salary and benefits from the University under the following conditions:
  - (a) The Member notifies the Dean and Human Resources as soon as possible, and
  - (b) The injury is accepted by Workers' Compensation Board (WCB) as a claim.
- B.10.2 The maximum duration of the WCB supplement is the first of the following:
  - (a) the number of Medical Leave days available to the Member (Article 33.02) at the time the injury occurred; or
  - (b) the end of a term appointment.
- B.10.3 Payments from WCB related to this injury are remitted to the University.

#### **B.11 EI Rebate**

- B.11.1 The Board will distribute the EI Rebate to Members through professional supplement.
- B.11.2 The employee's portion of the EI Rebate for Members from the previous Academic Year, as calculated by Human



Resources, is distributed annually to eligible Members, as per Schedule B.05, on record as of September 30.

B.11.3 For the purposes of this Article, 'Academic Year' means July 1 to June 30.

**B.12 Strike or Lockout**

B.12.1 In the event of a strike or lockout, benefit coverage under this Article will be continued (subject to the carrier conditions) and the Association agrees to reimburse the University for the full premium costs (both the Board's and Members' premiums) during the strike or lockout.

**B.13 Death Benefit**

B.13.1 In the event of the death of a Member other than a Sessional Lecturer, the Board shall pay that portion of the monthly salary earned up to the date of death to the deceased Member's estate. In addition, the Board shall provide a Supplementary Death Benefit that is equal to one-sixth (1/6) of the Member's annual salary in effect at the time of death.

B.13.2 Such payment to a Member other than a Sessional Lecturer is in full settlement of salary and vacation entitlement to the date of death and shall be paid in accordance with the following:

- (a) For the purposes of the Supplementary Death Benefit, "salary" is deemed to be the Member's gross basic pay for the performance of the regular duties of employment, excluding any expense allowance, overtime payment, special remuneration, or other similar compensation.
- (b) Where the Member has designated a beneficiary, the Board shall pay the Supplementary Death Benefit to the deceased Member's designated beneficiary. For the purposes of this provision, and unless otherwise designated by the Member, the beneficiary shall be the designated beneficiary named by the Member under the University Basic Term Life Insurance Plan.
- (c) Where the Member has not designated a beneficiary, the Board shall pay the Supplementary Death Benefit to the deceased Member's estate.

- B.14** In the event of the death of a Sessional Lecturer, the Board shall pay to the Member's estate a death benefit equivalent in value to the Member's salary for the month in which the Member dies plus one additional month's salary regardless of the month in which the Sessional Lecturer dies.
- B.15** Such payment to a Sessional Lecturer is in full settlement of salary and vacation entitlement to the date of death.

## **Schedule BB: Academic Benefits Management Committee (ABMC)**

**Commented [53]:** Board proposal does not include this Schedule.

### **BB.01 Terms of Reference: Basic Principles**

**BB.01.1** The Board and the Association acknowledge that the cost of the benefits plan is an investment in the health, well-being, and productivity of members. The benefits plan is important to recruit and retain staff. It will be designed to be supportive in nature and will continue to evolve to be more preventive and responsive to changing needs of members as they move through the various life stage transitions.

**BB.01.2** The joint management of health, dental and other benefits (including statutory benefits), in order to control costs and provide the best possible plans for the agreed resources invested, is based upon the concept of comprehensive income. Comprehensive income includes these benefits and salary as well as post-retirement benefits.

**BB.01.3** Salaries and the Universities Academic Pension Plan (UAPP) are currently excluded from the benefits managed by the ABMC.

**BB.01.3** The benefits plan was established within a framework of total compensation.

**BB.01.4** The ABMC provides advice on the funding necessary to achieve benefit goals prior to collective bargaining, and manages the day-to-day provision of benefits.

**BB.01.4.a** The advice to negotiators includes helping the negotiating sides to apportion changes in compensation between salary and benefits. An optimal mix of salary and benefits can increase the value of the total compensation package to Members.

**BB.01.4.b** With respect to day-to-day management, ABMC is charged with providing the best possible portfolio of benefits within the funding allocated to it annually from the negotiated compensation agreements.

**BB.01.5** The benefits plan management should take a long-term view and attempt to provide these best possible benefits

in a consistent and predictable manner for the plan members over time.

**BB.01.6** The ABMC should regularly assess the portfolio of benefits available. Decisions to introduce, to increase, to decrease, or to remove benefits should reflect the following elements, none of which routinely takes precedence:

**BB.01.6.a** Protection of all Members against catastrophic events;

**BB.01.6.b** Equity and fairness across Members, with factors to be considered including:

**BB.01.6.b.i** equity and fairness should be assessed over a typical Member's career rather than a point in time;

**BB.01.6.b.ii** assessing equity and fairness includes the social concerns and values of Members; and

**BB.01.6.b.iii** the number of Members served; and

**BB.01.6.c** The economic effectiveness of the benefit relative to salary. A dollar spent on benefits can be more economically advantageous than a dollar spent on salary for the following reasons:

**BB.01.6.c.i** tax effectiveness of the benefit;

**BB.01.6.c.ii** cost savings generated by pooling a large number of Members;

**BB.01.6.c.iii** cost savings from minimizing transactions costs or any other inefficiencies; and

**BB.01.6.c.iv** cost savings and improved risk sharing from Members co-insuring each other.

## **BB.02 Operating Principles**

**BB.02.1** Plan members will share in positive and negative variances in plan funding.

**BB.02.1.a** A benefits reserve account will be maintained.

BB.02.1.a.i This is not a real dollar account, but represents a notional allocation to the benefits plan.

BB.02.1.a.ii The Board tracks both the notional allocations and also notional charges as represented by the actual cost of benefits, leaving a notional balance (cumulative variance) as described in Schedule BB.02.1.b.

BB.02.1.a.iii The annual allocation to this account will be done on a per capita basis.

BB.02.1.a.iv The per capita allocation will be based on the prior year's per capita allocation, plus any annual percentage change (the change can be an increase or decrease or zero) negotiated through the collective bargaining process.

BB.02.1.a.v There will be a count of all plan members each October, noting the count for any classes of members for which benefit entitlements differ. This count times the per capita allocation represents the notional funding allocation (there can be separate counts and per capita allocations if plan members are differentiated in some way).

BB.02.1.b The notional charges as represented by the actual cost of all benefits covered by this agreement (with the appropriate treatment of the total disability leave benefit program (TDL) described below) is to be compared to the notional funding allocation on an annual basis. This is the cost containment calculation. In a year where the allocation has not been fully utilized, the unused portion will be added to the cumulative variance. In a year where the allocation is more than fully utilized, the excess charges will reduce the cumulative variance.

BB.02.1.b.i While the plan should be constantly monitored, a negative cumulative variance of \$250,000 should trigger a pro-active assessment of alternatives to reduce the negative variance. The parties will agree on methods to reduce the negative variance that will permit an orderly reduction of the negative variance using realistic assumptions and allowing for adequate notice of plan changes.

BB.02.1.b.ii While there is no specific trigger amount for a positive cumulative variance, should it become large, the ABMC will review how it should be prudently addressed in the best interests of the members and in keeping with the plan's principles. (In order to allow flexibility in its decision making, ABMC assigns no specific value to the adjective "large.")

BB.02.1.c Administrative costs will be managed efficiently so as to maximize the benefits available within the agreed upon targets.

BB.02.1.c.i Both internal and external administrative costs will be accounted for and budgeted for individually.

BB.02.1.c.ii There will be transparency and accountability to ensure that all administrative costs are reasonable.

BB.02.1.d Processes will be established to educate Members on the issues related to costs and plan management so they can better assume responsibility for becoming knowledgeable and effective consumers of health care benefits.

BB.02.1.e There is a shared responsibility between the Association, the Board, and plan members to achieve an effective balance between providing comprehensive coverage, ensuring

financial sustainability of the plans, and ensuring judicious use of benefits.

BB.02.2 The ABMC will manage all benefits covered by Schedule B.

BB.02.3 Benefits plan costs that will be managed by the ABMC are outlined in Schedule B, and may be updated by any subsequent agreements made by the Parties since that time.

### **BB.03 Benefits Plan Management**

BB.03.1 The ABMC will:

BB.03.1.a survey the membership at regular intervals to determine their satisfaction with the benefits plan and to receive input on changes to the benefits plan;

BB.03.1.b advise on the design and application of the benefits plan;

BB.03.1.c advise on the marketing and funding of the benefits plan;

BB.03.1.d review, develop, and recommend proposed strategies to assist in containing the costs of the benefits plan;

BB.03.1.e review and make changes to the benefits plan;

BB.03.1.f review and approve the annual budgets of the benefits plan;

BB.03.1.g advise both the Board and the Association on the interpretation of the benefits plan;

BB.03.1.h determine and resolve and/or adjudicate claim disputes to ensure that the claim has been adjudicated in accordance with the master policy agreements as developed by the ABMC from time to time;

BB.03.1.i if a Member appeals for help beyond the existing set or maxima of benefits, decide if the appeal lies within its jurisdiction, assess whether the grounds for appeal are typical or unique, and decide whether or not the appeal should be upheld (the decision of the ABMC is final and binding);

BB.03.1.j subsequent to its decision on any particular appeal under Schedule BB.03.1.i, the ABMC will consider if the appeal warrants a change to the existing benefits plan;

BB.03.1.k generally, perform such other advisory functions as the Board and Association may jointly direct; and

BB.03.1.l ask resource people to attend and advise as required.

#### **BB.04 Material Change**

BB.04.1 For each change that the ABMC makes to the benefits plan, the ABMC must assess whether it is material or not.

BB.04.2 For the ABMC to deem a change to be immaterial, all ABMC members must agree; otherwise, the item would be deemed material.

BB.04.3 A material change is defined as:

BB.04.3.a an alteration, reduction, or addition of a benefit or mix of benefits; or

BB.04.3.ba change in service level or service delivery, which, when measured by its cost or impact on plan participants, could reasonably be deemed to be consequential.

BB.04.4 The ABMC shall refer any proposed material change to the University and the Association for approval.

#### **BB.05 ABMC Membership and Procedures**

BB.05.1 The six (6) members of the ABMC are:

BB.05.1.a three (3) representatives, one as co-chair, appointed by the Vice-President (Academic); and

BB.05.1.b three (3) representatives, one as co-chair, appointed by the President of the Association. The President of the Association is normally a member but may appoint a delegate.

BB.05.2 The Vice-President (Academic) and the Association President may from time to time replace their respective representatives.

BB.05.3 The co-chairpersons of the ABMC shall be named for an initial period of three (3) years and may be reappointed.



BB.05.4 The ABMC shall exercise and perform collectively the duties and responsibilities set out herein and use its best efforts to achieve resolution by consensus in place of votes.

BB.05.5 With the exception of materiality (see Schedule BB.04), all changes are approved by a simple majority of the members of the ABMC, providing a quorum is present.

BB.05.6 A quorum for any meeting of the ABMC shall be four (4), provided that at least two (2) members appointed by each of the Vice-President (Academic) and the President of the Association must form part of such quorum.

BB.05.7 Except as set out above, the ABMC may from time to time establish procedures for the conduct of its business.

#### **BB.06 ABMC's Role in Collective Bargaining**

BB.06.1 The ABMC is confirmed as the appropriate body to bring forward benefit items for consideration in collective bargaining.

BB.06.2 The ABMC retains the ability to introduce changes to benefits based on the desirability of the change and the availability of funds under its management and, in accordance with Schedule BB.04 above, material changes to the benefits plan that are not linked to negotiations directly must be approved by the Board and the Association.

BB.06.3 The following process clarifies the role of ABMC in introducing benefit items to compensation negotiations for discussion and for approval or rejection:

BB.06.3.a In advance of collective bargaining, the ABMC will bring forward benefit items for consideration by the negotiating teams.

BB.06.3.b Also in advance of the commencement of negotiations, the Association or the Board may make requests to the ABMC to consider benefit changes.

BB.06.3.b.i The ABMC will undertake comprehensive analysis of the requests and will make its best efforts to provide a joint recommendation including the funding impact of the change to the negotiating teams.

BB.06.3.c Any changes to the benefits plan will be vetted and analyzed by the ABMC before being considered by the negotiating teams (i.e. neither team will introduce a benefit change at compensation negotiations that has not been evaluated through the ABMC process).

BB.06.3.d The negotiating teams will be free to accept or reject ABMC's recommendations or lack thereof, thereby preserving the authority of the teams to negotiate terms and conditions and employment, including new or modified benefits.

BB.06.3.e Each negotiation of academic staff compensation must include an agreed rate of per capita funding to the academic benefits plan independent of any significant changes to benefits agreed to during negotiations.

BB.06.3.e.i The negotiating teams are free to negotiate a per capita rate that is more or less than sufficient to cover the continuation of the existing benefits and leave the application of the provided funding up to the judgment of the ABMC.

BB.06.3.f Where a negotiated change in benefits is agreed to in the ratified compensation settlement, it automatically becomes part of the benefits plan.

BB.06.3.g The impact of a negotiated significant change in benefits can be built into the agreed rate of per capita funding or identified as an incremental dollar amount in the first year of the agreement. If the latter, the incremental dollar amount must be incorporated in the per capita funding rate prior to the application of the second year of the agreement's per capita increase. This ensures a simple and understandable process for changes in funding over time.

## **BB.07 Annual Report**

BB.07.1 The ABMC shall prepare an annual report summarizing the performance of the benefits plan, which may include a year-over-year comparison or such other data that will

give the Board and the Association a clear overview of the progress of the benefits plan.

BB.07.2 The annual report shall also include a summary of any additions or deletions in benefits and services and highlight any innovations resulting from the ABMC's deliberations.

**BB.08 Dispute Resolution Mechanism**

BB.08.1 The ABMC is committed to the timely resolution of disagreements.

BB.08.2 If the ABMC's parties do not reach agreement on the amended benefits plan or on specific amendments to the plan or on the containment target, the matters in dispute shall be submitted to the Interpretation process of Article 22.