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### **Joint Statement on Collective Bargaining between the Board of Governors and AASUA**

AASUA and the Board of Governors commenced collective bargaining with the exchange of opening proposals on January 8, 2015. A dispute has arisen over the scope of issues that are appropriate for compensation negotiations. The parties are attempting to resolve this dispute.

In the meantime, the negotiating teams for AASUA and the Board have mutually agreed to release their opening proposals. Copies of the Board's and the AASUA's opening proposals are attached (below).

[Board of Governors Opening Proposal – Jan 8, 2015](#)

[AASUA Opening Proposal – Jan 8, 2015](#)

**AASUA – Board Compensation Negotiations  
Board Bargaining Proposals  
January 8, 2015**

**BARGAINING GOALS AND INTERESTS:**

The Board of Governors is seeking changes to academic collective agreements that:

- a) Support the University's commitment to excellence, quality and sustainability,
- b) Respond effectively to ongoing financial pressures,
- c) Remain competitive relative to other comprehensive research-intensive institutions,
- d) Modernize the terms and processes contained within the agreements,
- e) Create a more equitable compensation system for academic staff, particularly for faculty members in the early stages of their academic careers,
- f) Strengthen teaching capacity, recognizing excellence in teaching content, practice and outcomes,
- g) Reduce administrative costs and inefficiencies, and
- h) Are based on a total compensation model.

**SCOPE OF BARGAINING:**

The Board is approaching compensation negotiations from a total compensation perspective. This means that the Board has formulated its bargaining proposals giving due regard to all of the elements that bear directly or indirectly on an academic staff member's compensation with the University. These elements include but are not limited to:

- a) Salary schedules,
- b) Across-the-Board (ATB) increases,
- c) Increment structure and increment values for meritorious performance,
- d) Salary adjustments, supplements and stipends,
- e) Benefits jointly managed by the Academic Benefits Management Committee (ABMC),
- f) The Universities Academic Pension Plan (UAPP),
- g) The Academic Supplementary Retirement Plan (ASRP), and
- h) Other elements of the academic staff agreements that create significant cost to the University.

**APPROACH TO NEGOTIATIONS:**

The negotiating teams for the Board and the Association have agreed to utilize an interest-based approach to collective bargaining. In keeping with this approach, the Board has formatted its proposals to identify the **issues** it wishes to address through collective bargaining (the "what"), the underlying **interests** relating to these issues (the "why"), and a series of potential **options** to address the issues and meet these interests (the "how"). We agree that this approach is preferable to a positional approach to

collective bargaining. The Board understands the Association will identify its own issues and interests, and is hopeful the interest-based process will lead to a Memorandum of Settlement that satisfies the interests of both parties.

Both parties recognize that the opening proposals represent a starting point of negotiations: either party may modify their proposals over the course of collective bargaining or expand upon the reasoning behind their proposals as they explore interests and options, and move toward an agreement that both parties will endorse. The Board's proposals to the Association are inter-related and directed toward achieving a full and complete agreement with the Association. The parties will likely reach "agreements-in-principle" on specific issues as they negotiate, recognizing that such agreements have no force or effect until the parties have concluded and ratified a complete Memorandum of Settlement.

The Board's team recognizes the importance of data to the bargaining process. The University will continue to make its best efforts to respond to requests for information from the Association, recognizing that data needs to be relevant to the matters under negotiation and comply with the University's privacy obligations. The parties need to balance the value of data relative to the cost and staff resources needed to produce it.

The Board's team will be recommending the ratification of a signed Memorandum of Settlement to the Board's Human Resources and Compensation Committee and understands that the Association's bargaining team will be submitting the Memorandum to its membership for a ratification vote.

In the event of impasse, the Board is open to mediation and conventional interest arbitration as an alternative to final offer selection. The Board recognizes that mediation and conventional interest arbitration require mutual agreement.

The negotiating teams have agreed not to publicize their opening proposals and to respect the confidentiality of discussions at the bargaining table. This agreement was reached by consensus without any pressure being applied by one team to the other. During the bargaining process, either team may consult with their principals on specific options under consideration and are free to comment publicly about progress in negotiations, provided that any public comments are of a general nature. Each party reserves its rights to respond to any public statements made by the other party or to comment publicly in the event of impasse.

## **OPENING PROPOSALS**

### **TERM OF AGREEMENTS**

1. Negotiate the renewal of collective agreements for a one-year term, extending from July 1, 2015 to June 30, 2016. The Board is willing to consider a term of greater than one year if the parties are successful in negotiating substantive changes to the collective agreements.

## **COLLECTIVE BARGAINING PROCESS**

2. Redesign the collective bargaining process to enable the concurrent negotiation of monetary and non-monetary issues.

Interests:

- To create more timely, efficient and inclusive processes for negotiating changes to terms and conditions of employment, consistent with a modern approach to labour relations within an organized workplace;
- To enable bargaining to be more integrated, balancing the needs of individuals and constituencies with the interests of the entire membership;
- To create collective agreement terms and conditions which are less fragmented and more responsive to change.

Options:

This may be achieved by:

- a) Updating the language of Article 19 of the Faculty Agreement (and corresponding articles in other academic collective agreements) to provide for the negotiation of any issue that bears on the terms of employment of academic staff members;
- b) Changing the mandate and role of Agreement Review Committees. Agreement Review Committees may be advisory in nature, established by the parties as needed during the term of an agreement to: (1) assist in the implementation of specific matters agreed to during collective bargaining, (2) undertake a detailed examination of specific issues during the term of an agreement, and/or (3) provide joint recommendations as part of preparations for future negotiations. Each ARC should have written terms of reference specifying its purpose, composition and timetable for the commencement and completion of its work;
- c) At the conclusion of the collective bargaining process, updating collective agreements to reflect all of the changes agreed to by the parties and/or awarded by the arbitration board.

## **MODERNIZE COLLECTIVE AGREEMENTS**

3. Create full and complete collective agreements. Update academic staff agreements to incorporate terms and conditions of employment previously agreed to by the parties that remain relevant but do not currently reside within the collective agreements. Revise processes for the resolution of disputes, and create ways for the parties to make improvements to collective agreement provisions during the term by mutual agreement.

Interests:

- To create full, complete and accurate collective agreements, readily accessible and understandable to members and others who interpret and apply the terms;
- To bring together provisions that apply across multiple agreements (i.e. common clauses);

- To ensure that collective agreements remain relevant and responsive to changing conditions;
- To create dispute resolution processes which are simpler, faster, fairer and more effective;
- To minimize the significant adverse impact that workplace disputes have on academic staff, non-academic staff, students, and other stakeholders;
- To minimize the significant adverse impact of unresolved disputes on the reputation of the academy and the University as a whole,
- To correct elements of current dispute resolution processes that are open to abuse.

Options:

This may be achieved by:

- a) Identifying agreements that have been signed, ratified and previously implemented by the parties but are not found within the terms of existing collective agreements (“ancillary” agreements);
- b) Determining whether such ancillary agreements continue to serve the interests of the parties. Modify or terminate ancillary agreements that are outdated or are contributing to unnecessary time, expense and conflict. Incorporate relevant ancillary agreements into the collective agreements as appendices or within the main body of the agreements;
- c) Specifying effective and expiry dates for the term of the collective agreements. Introduce comprehensive processes for the final and binding resolution of disputes involving the negotiation, interpretation, administration or application of terms and conditions of employment;
- d) Provide the Provost or designate with a wider range of options to review and respond to complaints of misconduct against academic staff. This may include giving the Provost the unfettered ability to appoint investigators under Article 16, streamlining procedural language, re-affirming the Association’s ability to challenge Article 16 decisions through the grievance procedure, and re-introducing the AASUA-NASA joint process for the investigation and resolution of harassment and discrimination complaints;
- e) Stipulating that the collective agreements represent the full and complete agreement between the Board and the Association. Ancillary agreements that are not incorporated into the body or appendices of collective agreements would be considered null and void;
- f) Introducing articles that authorize designated representatives of the parties to amend the text of a collective agreement during the term of the collective agreements by mutual agreement without requiring full ratification by the Board and the AASUA membership. These amendments would apply only to the term of the current collective agreements and lapse upon the ratification of the new agreement unless renewed by the parties.

#### **SALARY SCHEDULES**

4. Revise salary schedules to respond to immediate and structural financial pressures and help create a more sustainable, equitable and competitive compensation system for academic staff.

Interests (also applicable to Increment Pools and Increment Values):

- To create and support a vibrant academy, with the ability to attract and retain talented staff;
- To identify and respond to competitive pressures;
- To manage and mitigate the adverse impact of provincial grant reductions;
- To ensure the University's compensation system is viable and sustainable;
- To ensure that newer faculty and academic staff are supported and fairly compensated;
- To reward academic staff for meritorious performance.

Options:

This may be achieved by:

- a) Depending on the magnitude of anticipated provincial grant reductions, implementing an across-the-board (ATB) freeze or reduction of salary levels. ATB changes would apply to continuing academic staff employed under the Faculty, FSO, Librarian and APO agreements and take effect on or after July 1, 2015;
- b) Establishing salary ranges with minimum and maximum salaries for each rank under the Faculty Agreement.

#### **INCREMENT POOL**

5. Incorporate into the applicable collective agreements formulas for the calculation of the merit pool, based on the May 9, 2012 "Joint Recommendations of the Negotiating Teams...re: 2013-2015 Compensation Agreement":
  - a. Faculty and FSO Agreements: 1.175 times the number of eligible staff;
  - b. Librarian Agreement: 2.4 times the number of eligible staff;
  - c. APO: 1.1 times the number of eligible staff;
  - d. The calculation of the merit pool will not include capped academic staff;
6. Incorporate provisions into all academic staff agreements to enable merit increments to be awarded in quarter increments ranging from 0.50 to 2.75 increments.

#### **INCREMENT VALUES**

7. Negotiate specific dollar values of merit increments for each rank under the Faculty Agreement and for academic staff covered by the FSO, Librarian and APO Agreements. Explore the re-weighting of increment values to provide greater recognition Faculty members in the early stages of their academic careers. Such values would take effect on or after July 1, 2015.
8. Enable Deans, upon the recommendation of their FEC/LEC, to award lump sum payments for exceptional performance to capped academic staff covered by the Faculty, FSO and Librarian Agreements. Vice-Presidents may award lump sum payments for exceptional performance to academic staff covered by the APO Agreement. Lump sum payments would be considered special remuneration and not pensionable.

9. Amend appeals of increment recommendations/awards from “less than a single increment” to “no increment” where academic performance is considered unsatisfactory and unacceptable (i.e. 0(d)). Make changes to corresponding articles in the FSO, APO and Librarian Agreements.

#### **FACULTY EVALUATION COMMITTEE CYCLES**

10. Amend Faculty Evaluation Committee (FEC) processes to evaluate academic performance for Associate Professors and Full Professors on a two- or three-year cycle.

Interests:

- To encourage meritorious performance through timely evaluation and appropriate monetary rewards;
- To recognize the longer cycles that exist with many research activities;
- To enable the academy to identify and address unsatisfactory performance in fair and timely ways;
- To encourage administrative efficiencies in the faculty evaluation process.

Options:

This may be achieved by:

- a) Constituting Faculty Evaluation Committees (FEC’s) on an annual basis to consider the academic performance of one-half/one-third of the professors occupying the Associate Professor and Full Professor ranks;
- b) Awarding increments for meritorious performance payable in each of the two/three years following evaluation;
- c) Continuing to evaluate performance annually for academic staff members who are eligible for tenure or promotion, and for staff members who received a 0(d) assessment in their previous FEC assessment.

#### **SALARY ADJUSTMENTS**

11. Incorporate the following language relating to Salary Adjustments from the May 9, 2012 “Joint Recommendations of the Negotiating Teams...re: 2013-2015 Compensation Agreement” into the relevant collective agreements:
  - a) “The value of the Faculty Salary Adjustment Fund shall remain unchanged at \$500,000 per annum for each fiscal year of the Term;
  - b) The Provost and Vice-President (Academic) retains the right to provide salary adjustments to staff members above and beyond ATB increases and merit pay where the Provost determines that such adjustments are needed to correct salary inequities or to retain individual staff members in response to competitive pressures;
  - c) The Provost and Vice-President (Academic)’s discretion to provide salary adjustments, including to correct salary inequities or to retain individual staff members, does not constitute an

infringement of AASUA's sole and exclusive role in representing academic staff members on matters relating to their terms and conditions of employment;

- d) The Provost and Vice-President (Academic) shall provide an annual report to the AASUA as of May 1 with an accounting of all compensation from the Faculty Salary Adjustment Fund for the previous year by Faculty, Department and academic rank (aggregated where necessary in order to protect individual identification)".

### **TEACHING-FOCUSED SCHOLARSHIP**

12. Expand the scope of the CAST Agreement to provide for contingent appointments based on demonstrated excellence in teaching.

Interests:

- To support and reward excellence in teaching-focused scholarship;
- To support the work of the CAST Agreement Review Committee;
- To provide greater certainty of employment for long-serving teaching-focused staff;
- To explore professional development opportunities for teaching-focused staff.

Options:

This may be achieved by:

- a) Re-naming the CAST Agreement from "Contract Academic Staff: Teaching" to "Academic Staff: Teaching Agreement" (ASTA) to accommodate teaching-focused sessional, fixed term, and contingent appointments;
- b) Implementing the primary recommendations of the CAST Agreement Review Committee;
- c) Updating the salary scale(s) for CAST members.

13. Adjust provisions under the Faculty Agreement to encourage Associate Professors and Full Professors to engage in teaching-focused scholarship and be recognized for excellence in teaching through the FEC process.

Options:

This may be achieved by:

- a) Amending provisions under the Faculty Agreement ("Variation of Responsibilities - 13.11) to remove restrictions on the duration that Full- and Associate Professors may be assigned teaching-focused workloads.

### **BENEFITS PROGRAMS**

14. Explore a range of options to maintain a competitive program of benefits for academic staff while reducing costs.



This may be achieved by:

- a) Reviewing the current model of funding benefits within the scope of the ABMC;
  - b) Freezing additional funding (i.e. no benefits “lift”) for the period July 1, 2015 to June 30, 2016;
  - c) Introducing employee cost-sharing under the Academic Supplemental Health Care Plan on academic supplemental health care premiums;
  - d) Introducing changes to the Academic Dental Care Plan, which may include cost-sharing of dental care plan premiums, annual maximums for basic and major services, and a lifetime maximum for orthodontics;
  - e) Factoring in the potential reinstatement of Alberta Health Care premiums by the provincial government;
  - f) Phasing in a maximum carry forward of Professional Expense Reimbursement (PER) allocation;
  - g) Introducing a Personal Spending Account for academic staff members who are currently eligible for the Health Spending Account (HSA), enabling employees to allocate annual funding between HSA and PSA accounts on an annual basis;
  - h) Negotiating the salary cap on the Academic Supplementary Retirement Plan (ASRP).
15. Revise the Terms of Reference of the Academic Benefits Management Committee (ABMC), and attach the revised Terms as an appendix to the collective agreements.

#### **VOLUNTARY SEVERANCE AND RETIREMENT INCENTIVES**

16. Introduce provisions into the collective agreements affirming the University’s ability to offer voluntary severance programs.

Interests (also applicable to Retirement Incentives):

- To stimulate organizational renewal;
- To address declining performance;
- To offer academic staff a dignified transition out of the University;
- To provide clarity, predictability and consistency regarding the terms of the programs;
- To be able to target severance incentives to areas of greatest need.

Options:

This may be achieved by:

- a) Enabling voluntary severance programs to be offered within individual faculties or departments, and communicated to all eligible staff;
- b) Adopting a standard severance formula based on one month per completed year of service, to a maximum of 12 months;
- c) Approving or denying applications at the sole discretion of the Dean or applicable Vice President (i.e. not subject to appeal);
- d) Stipulating that members approved for voluntary severance would be ineligible to accept employment at the University during the severance period.

17. Introduce retirement incentives for academic staff, drawing upon the recommendations of the Renaissance Committee.

This may be achieved by:

- a) Offering a lump-sum payment equivalent to an eligible academic staff member's most recent annual salary, or percentage thereof, and which diminishes annually from normal date of retirement, as defined in Article 18 of the Faculty Agreement, to age 69;
- b) Varying the current phased pre-retirement and post-retirement employment options under Article 18 so that, for example, the two-year model, which now provides for one-half of salary in each of two years, could instead offer full salary in each of two years; the three-year model could offer two-thirds of salary rather than one-third. Again, the principle that the incentive would diminish by age of the academic staff would be incorporated into language.

### **ACADEMIC RE-ORGANIZATION**

18. Establish an Agreement Review Committee to undertake a detailed examination of Article 32 during the term of an agreement, and provide joint recommendations for the next round of collective bargaining.

Interests:

- To seek a common understanding of the purpose, interpretation and application of the current article;
- To reduce levels of misunderstanding and anxiety over the current article;
- To delete the current article if it serves no useful purpose and/or replace it with more appropriate provisions.

AASUA's points and interest for compensation negotiations  
presented Jan. 8, 2015

1) Increase to scales (ATB)

Interests

- It's reasonable for the pay scales of all constituency groups to keep pace with inflation (otherwise employees' pay lessens over time)
- Maintain UoA's position with reference to main competitors in keeping with the BoG's long-term resolve decided upon in 2002 to have salaries in the top 75th percentile of comparable institutions (since over the past 15 years, the UofA has striven to increase its ranking against competitors in terms of pay, it seems a good idea not to let this slide)
- Fits in with incoming president's expressed desire to see the UofA "become the nation's top university"
- Maintains attractiveness of employment in terms of both retention and recruitment
- Members of AASUA feel strongly that they are entitled to protection against inflation

2) Increase in ratio of merit pool to base pay for all eligible members of the Faculty, FSO, Librarian and APO constituencies/increase to size of increments for all constituencies by the negotiated ATB

- Rewards and encourages high-calibre academic achievement
- Upholds the standards of UofA as first-rate PSE institution
- The higher-calibre of faculty recruited in recent years deserves recognition through increasing the "pie" to be distributed
- Progress through rank and merit rewards are conflated at UofA, and therefore increases are necessary in order to preserve the current salary structure

3) Elimination of excess funds for new FSAF grants/creation of uniform, transparent policies for granting FSAF awards

- The AASUA is the exclusive bargaining agent and negotiates compensation for all its members. The politics and procedures regarding any extra compensation awarded to members outside of the AASUA's exclusive authority must be made public and followed strictly.
- Equity dictates that all faculties should follow the same procedures in dispensing FSAF grants
- If funding for new FSAF grants comes at the expense of the funding available for other compensation of AASUA members, the amount available should be limited to the lowest foreseeable amount (i.e., brought into alignment with recent total annual grants)

4) Supplementary Salaries/Administrative Stipends should be brought within a regime comparable to that of FSAF

- Since "market supplements" for constituencies other than the faculty are likewise delegations by AASUA of its duty under the PSLA to act as the exclusive bargaining

representative of members, the regime by which supplements are distributed needs to be strictly regulated just the way FSAF is

5) Increase to rate of ASRP

- Maintain the value of the benefit by keeping pace with inflation and the UAPP salary cap
- Maintaining the benefit upholds the attractiveness of the UofA in terms of retaining and recruiting the best staff

6) Per capita increase to funding of Benefits Plan

- Plan is a unique success in Canadian PSE sector, and members of AASUA are extremely interested in maintaining the level of benefits and securing the long-term well being of the plan
- The cost containment mechanisms of the plan worked out by the ABMC have kept down per capita costs to a highly manageable level and should be retained
- Maintaining the plan upholds the UofA's overall competitiveness with other PSE institutions

7) Extension of Benefits to part-time employees

- Such extension of benefits would enhance the reputation of the UofA as a fair and equitable employer
- Extension would help restore morale among affected employees
- Extension would help retain employees who might seek employment with other institutions in Edmonton

8) Tuition "remission" at UofA for dependents of AASUA members

- New benefit widely desired by AASUA members
- Makes UofA attractive to younger employees in terms of retention and recruitment
- High-value benefit for employees that comes at little cost to employer (the marginal cost of the extra students is minimal and who's to say they would have come otherwise?)

9) Increase in sabbatical remuneration

- Reduced pay for those on sabbatical is a disincentive to applying for the benefit
- Loss of pay particularly hard on younger faculty, so they in particular need protection against such loss

10) Adding steps to salary scales for capped constituencies

- Encourages the achievement of excellent performance among the capped
- Mixture of Progress Through Rank and Merit means that the increment system is the only vehicle for advancement, and so capping the system undermines the morale of large numbers of employees who can't be rewarded for either

11) Length of agreement

- Collective agreement stresses that agreements should "normally" be for a single year
- Uncertainty of markets (in terms of both UofA's investments and GoA's revenues) commends short length for agreement to both parties
- Political uncertainty in terms of changing attitude of GoA regarding funding of PSE likewise commends short agreement