

Offer of Settlement

January 17, 2022

The University of Lethbridge Board of Governors has and will continue to navigate the process of mediation in good faith and has been flexible on many areas identified as key priorities for ULFA. To this end, the following constitutes an Offer of Settlement as of January 17, 2022, at 3:30PM.

Term of Agreement: The Board is offering a 4-year term from July 1, 2020 – June 30, 2024.

Schedule A: Salary Schedules and Stipends

- The Board has withdrawn the January 18, 2021, proposal of a retroactive -4% reduction in salaries
- In the interest of reaching a timely negotiated settlement and recognizing the importance of this item to ULFA Members, we are offering the full fiscal envelope that is available to us given the significant grant cuts that the University is currently enduring
- The Board is now offering the following:
 - The salary adjustment in A.02:
 - 0% Base Salary Adjustment July 1, 2020
 - 0% Base Salary Adjustment on July 1, 2021
 - 0% Base Salary Adjustment on July 1, 2022
 - 1.25% Base Salary Adjustment on April 1, 2023
 - 1.5% Base Salary Adjustment on December 1, 2023
 - Potential additional 0.5% in February 2024 retroactive to December 1, 2023, subject to Gain Sharing* formula
 - The change to the salary schedule in A.01 applies to only academic staff minimum and maximums in A.01.1, A.01.2, A.01.3 and A.01.4.
 - 0% Adjustment July 1, 2020
 - 0% Adjustment on July 1, 2021
 - 0% Adjustment on July 1, 2022
 - 1.25% Adjustment on April 1, 2023
 - 1.5% Adjustment on December 1, 2023
 - Potential additional 0.5% in February 2024 retroactive to December 1, 2023, subject to Gain Sharing* formula
- For clarity, this is in addition to existing merit and career progress increments.
 - Career Progress Increments
 - \$2,600 for Faculty Members and Professional Librarians
 - Merit Pool Contribution per Member
 - \$2,800 for Instructors and Academic Assistants
 - \$625 for Faculty Members and Professional Librarians

Schedule B: Economic Benefits

- The Board agrees to ULFA's proposal to expand some benefit coverage to be paid by Members, pursuant to B.03.3.

Article 5: Recognition

- The Board is offering significant concessions to support increased time allocation for ULFA Executives to attend to ULFA-related service duties.
- The Board is offering language that gives ULFA the right to present to the budget advisory committee on an annual basis.

Article 6: Communication and Information

- The Board has withdrawn its last proposal dated April 8, 2021, which would have reduced the information provided to the Association and agreed to provide additional information to the Association related to equity, diversity, and inclusion.
- The Board is offering to provide the Association copies of policies, procedures, and guidelines related to assignment of duties and equitable workload.

Article 11: Rights and Responsibilities

- The Board withdrew its previous proposal on academic freedom on November 30th, 2021, which would have clarified the concept of academic freedom in relation to institutional autonomy.
- Further, the Board has withdrawn the remainder of its proposal on Article 11, which proposed changes to the right to accompaniment and now proposes to maintain existing collective agreement language on this article.

Article 13: Assignment of Duties of Members

- The Board has withdrawn its last proposal dated March 22, 2021, and proposed to maintain current collective agreement language on this article with a recommitment to consistently apply article 13.03 as written in the current collective agreement.

Article 25: Termination of Appointment for Financial Emergency or Due to Program Redundancy, Not Applicable to Members Holding Term Appointments or Sessional Lecturer Appointments

- The Board has withdrawn its last proposal dated January 18, 2021, which would lower the conceptual threshold needed to declare financial emergency and proposes to maintain current collective agreement language on this article.

MOU on the Agreement on Academic Instruction involving Partnership with Organisations Involved in Student Recruitment

- The Board is offering a Memorandum of Understanding (MOU), in good faith, in response to the concerns that ULFA has brought forward regarding external partnerships, such as with Navitas. The Board is now offering its last position, which makes it very clear that the Board is interested in working with ULFA towards an outcome where all academic courses in a potential partnership would be taught by ULFA members.

Finally, for greater certainty it is confirmed that any language which has already been offered, accepted, and signed off by both parties is included in this package. This includes:

- Article 28 (Intellectual Property)
- Schedule C (Grandfathering Clause for Probationary Appointments)
- Schedule I (Implementation of Academic Assistant / Instructor Language)
- Schedule K (Student Evaluations and Teaching)
- Schedule R/Article YY (Equity, Diversity, and Inclusion)
- Schedule S.07 (MOU on reorganization of the ASCA)

All other articles not listed above remain as is in the existing collective agreement.

* Gain Sharing:

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 2023 Calendar Year is at or above 2.7% as of February of 2024, then:

- 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.

"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.

Article 5: Recognition

5.01 [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 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 Reassignment of Teaching Duties in Support of ULFA Service ~~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.

~~5.06.2 Course Release Time Provided by the Board~~

5.06.2 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:

- (a) six (6) five (5) teaching reassignments, each normally weighted at 10% of FTE dutiessinglecourse releases in any Year;
- (b) three (3) two (2) additional teaching reassignments, each normally weighted at 10% of FTE dutiessingle course releases in any Bargaining Year.

5.06.3 Course Release Time Purchased by the Association

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

- (a) up to sixteen (16) eight (8) teaching reassignments, each normally weighted at 10% of FTE dutiessingle course releases in any Year;
- (b) four (4) two (2) additional teaching reassignments, each normally weighted at 10% of FTE dutiessingle course releases in any Bargaining Year;
- (c) 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 reassignmentcourse release so purchased under Article 5.06.3;
- (d) should the Association request that ~~course releases~~ teaching reassignments be accorded to a Member at a rate of two (2) or more teaching reassignmentcourse releases in one (1) Academic Year, all ~~releases~~ teaching reassignments 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

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 ~~reduction in-assignment~~ reassignment of duties 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 reassignment~~course releases~~ and the number of those teaching reassignment~~course releases~~ (or their equivalent) per active Member.

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~~Board shall make available to the Association, in electronic format, the following information:

- (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 by October 15 for the ~~at the beginning of each~~ Fall semester and by February 15 for the Spring semester 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 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 Human Resources, including but not limited to those categories protected by legislation, subject to Members' consent;

- (iv) date of birth;
 - (v) current home contact information (address and phone);
 - (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 Sessional Lecturer); and

[c] by Faculty/Library.

6.04 Provision of Information for Inactive Members

6.04.1 The ~~President~~Board shall provide to the Association, in electronic format, 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.

6.05 Information about Assignment of Duties and Workload Equity

6.05.1 The Provost or designate shall provide to the Association, in electronic format, on an annual basis no later than October 31 of each year:

- (a) Any policies, procedures, or guidelines relating to assignment of duties that may have been established under Article 13.03;

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

6.08.2 Article 6.08.1 shall not be construed to require the ~~President~~Board 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.

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.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE
(the "Board")

AND

THE UNIVERSITY OF LETHBRIDGE FACULTY
ASSOCIATION (the "Association")

Agreement on Academic Instruction
Involving Partnerships with Organisations
Involved in Student Recruitment

1. The Board is considering a partnership agreement to establish a university pathway program for the recruitment of international students.
2. In the event of any such partnership, the Board and the Association commit to working together, without unreasonable delay and in good faith, to find a mutually agreeable way through which all academic courses in the partnership are delivered by Members of the Association's bargaining unit.
3. It is the Board's intention to reach agreement as per #2 above. If such mutual agreement cannot be reached, the Board retains its right to proceed with the partnership. In such a circumstance the Board nonetheless commits to provide the provisions of Schedule A: Salary Schedules and Stipends of the University of Lethbridge Academic Staff Collective Agreement for those employed to instruct all academic courses in the partnership, and to include University of Lethbridge academic staff members in the selection process of those instructors.
4. This memorandum does not constitute an endorsement by the Association of any such agreement. The Association reserves its right to dispute and/or criticise any details of such a partnership.
5. This memorandum does not impinge on the rights of the Association to provide resources to Members who are exercising their academic freedom in critiquing such agreements.

6. This Memorandum of Understanding is for the term July 1, 2020 to June 30, 2024.

<u>Board of Governors Representative</u>	<u>ULFA Representative</u>
<u>Dr. Robert Wood</u>	<u>Dr. Locke Spencer</u>

<u>Date</u>	<u>Date</u>
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Schedule A: Salary Schedules and Stipends

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

	Effective July 1, 2020 to March 31, 2023	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	Year 1 Effective May 1, 2018 to June 30, 2019 SESSIONAL LECTURERS	Minimum Stipend per course			
	Sessional Lecturer I	\$6,212	-	-	-
	Sessional Lecturer II	\$6,500	-	-	-

	<u>Effective April 1, 2023 – November 30, 2023.</u>	Minimum	Maximum	Career Progress Increment per Member	Merit Pool Contribution per Member
A.01.1	FACULTY MEMBERS				
	Assistant Professor	\$70,875	-	\$2,600	\$625
	Associate Professor	\$86,063	-	\$2,600	\$625
	Professor	\$111,375	-	\$2,600	\$625
A.01.2	PROFESSIONAL LIBRARIANS				
	Librarian Grade II	\$70,875	-	\$2,600	\$625
	Librarian Grade III	\$86,063	-	\$2,600	\$625
	Librarian Grade IV	\$111,375	-	\$2,600	\$625
A.01.3	INSTRUCTORS/ACADEMIC ASSISTANTS				
	Instructor/Academic Assistant I	\$53,663	\$113,708	-	\$2,800
	Instructor/Academic Assistant II	\$58,725	\$120,936	-	\$2,800
	Instructor/Academic Assistant III	\$63,788	\$128,170	-	\$2,800
A.01.4	SESSIONAL LECTURERS	Minimum Stipend per course			
	Sessional Lecturer I	\$6,290	-	-	-
	Sessional Lecturer II	\$6,581	-	-	-

	Effective December 1, 2023 to June 30, 2024	Minimum	Maximum	Career Progress Increment per Member	Merit Pool Contribution per Member
A.01.1	FACULTY MEMBERS				
	Assistant Professor	\$71,938	-	\$2,600	\$625
	Associate Professor	\$87,354	-	\$2,600	\$625
	Professor	\$113,046	-	\$2,600	\$625
A.01.2	PROFESSIONAL LIBRARIANS				
	Librarian Grade II	\$71,938	-	\$2,600	\$625
	Librarian Grade III	\$87,354	-	\$2,600	\$625
	Librarian Grade IV	\$113,046	-	\$2,600	\$625
A.01.3	INSTRUCTORS/ACADEMIC ASSISTANTS				
	Instructor/Academic Assistant I	\$54,468	\$115,414	-	\$2,800
	Instructor/Academic Assistant II	\$59,606	\$122,750	-	\$2,800
	Instructor/Academic Assistant III	\$64,745	\$130,093	-	\$2,800
A.01.4	SESSIONAL LECTURERS	Minimum Stipend per course			
	Sessional Lecturer I	\$6,384	-	-	-
	Sessional Lecturer II	\$6,680	-	-	-

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, 2018 to June 30, 2020, any COLA increase provided for in this Schedule will be applied to each Member's prior June 30th salary.~~

~~A.02.1² Effective July 1st, 2020 to March 30th, 2023 no COLA increase will be applied to any Member's salary. ¹⁸, an increase of 0% will be applied to each Member's prior June 30th salary.~~

~~A.02.2³ Effective July April 1st, 2023¹⁹, an COLA increase of 1.25⁰% will be applied to each Member's prior June 30thMarch 31st salary.~~

A.02.3 Effective December 1st, 2023, a COLA increase of 1.5% will be applied to each Member's prior November 30th salary.

A.02.4 Effective February 29, 2024, a COLA 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.

Gain Sharing:

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 2023 Calendar Year is at or above 2.7% as of February of 2024, then:

- 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.

"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.](#)

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 30th of each year for the period July 1, 20~~20~~¹⁸ to June 30, 20~~24~~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.~~
- A.05.2 In the event that negotiations to renew this Collective Agreement have not concluded by June 30, 20²⁵ 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](#), in consideration that such career progress increment relates to performance for the evaluation period up to and including June 30, 20²⁴. 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, 20~~20~~¹⁸ to June 30, 20~~24~~⁰, a merit increment will be applied to each Faculty Member's/Professional Librarian's/[Instructor's/Academic Assistant's](#) salary in accordance with [Article 21.06](#) and [Article 31.05](#); and to each Instructor's/Academic Assistant's/[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.~~
- A.06.2 In the event that negotiations to renew this Collective Agreement have not concluded by June 30, 20²⁵ a merit increment will be applied to each Faculty Member's/Professional Librarian's salary in accordance with [Articles 21.06](#) 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. 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.

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 to June 30, 2024.

Schedule B: Economic Benefits

Schedule B shall be effective from July 1, 20~~20~~²⁰~~18~~¹⁹ to June 30, 20~~20~~²⁰~~19~~²⁰, unless noted otherwise. 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.

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, 20 2018	\$129.88	\$298.90
Continuing Members with less than three (3) or more consecutive years of service	Jan 1, 20 2018	\$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 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

- 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.
- 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 (70th) 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.

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

- 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.

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.
- 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.