

MEDIATION OF A COLLECTIVE AGREEMENT

BETWEEN:

**THE BOARD OF GOVERNORS
OF THE UNIVERSITY OF LETHBRIDGE
(the “Board”)**

- and -

**THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION
(the “Association”)**

MEDIATOR’S REPORT

**David Phillip Jones, Q.C.
March 18, 2022**

I. BACKGROUND

[1] The collective agreement governing these parties had a nominal term expiring June 30, 2020.

[2] The parties began bargaining for a new collective agreement on April 16, 2020. They were not able to come to a resolution.

[3] On December 21, 2021, Michael Dyer was appointed as a mediator pursuant to section 65 of the *Labour Relations Code*. Unfortunately, he was not able to bring the parties to agreement, and he provided a report without recommendations on January 17, 2022.

[4] The members of the Association went on strike on February 10, 2022. The Board implemented a lockout on February 11, 2022.

[5] By agreement dated March 4, 2022, the parties appointed me as a consensual dispute inquiry board to engage in enhanced mediation to assist the Parties in reaching a settlement, failing which to issue a public report with my recommendations.

[6] The enhanced mediation took place on March 15, 16 and 18. The parties worked intensively together on these dates and reached agreement on many things, but asked me to issue my report recommending resolution for a small number of outstanding items.

[7] I wish to emphasize that my recommendations are not an evaluation of the parties' positions. I am not appointed as an interest arbitrator who would assess the parties' positions against various legislated factors and issues a decision. My task has been to listen carefully

to the interests of the parties as articulated in their proposals, submissions and discussions, and then to offer recommendations that reflect a compromise that has a reasonable chance of acceptance by both sides in the present time and context.

II. AGREED ITEMS

[8] The items which the parties have agreed to are listed in Appendix A to this Report.

III. RECOMMENDATIONS

[9] In addition to the agreed terms, I recommend the following:

A. COMPENSATION

1. Across-the-board (“COLA”) salary increases as follows, which will be applied to Faculty Members, Professional Librarians, Instructors/Academic Assistants, as follows:
 - a. July 1, 2020: 0%;
 - b. July 1, 2021: 0%;
 - c. July 1, 2022: 0%;
 - d. April 1, 2023: 1.25%;
 - e. December 1, 2023: 1.5%: and

- f. An additional 0.5% COLA increase retroactive to December 1, 2023, payable on February 29th, 2024, subject to the following “Gain Sharing Formula.”

Gain Sharing Formula: Alberta’s 20-year average (2000-2019) of Real Gross Domestic Product (GDP is 2.7%. Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be applied.

For clarity, the COLA applies to salaries, ceilings, and floors.

2. The salary range floors for Librarian Grade II, Librarian Grade III, Assistant and Associate Professors to increase by 10% effective July 1, 2022.
3. Assistant Professor and Librarian Grade II salary to increase by 2% effective July 1, 2022 (after the 10% increase to the salary floor increase).
4. The sessional minimum stipend to be increased by 8% effective on July 1, 2022.

B. SCHEDULE B: ECONOMIC BENEFITS

5. Revise Schedule B: Economic Benefits as shown in Appendix B to this Report.
6. Add a flexible benefits spending plan of \$250.00 annually for Members (not including sessionals or ineligible terms) effective on ratification (pro-rated for 2022) to Schedule B: Economic Benefits.

IV. RETURN TO WORK PROTOCOL

[10] As part of the mediation, the parties have agreed to a Return to Work Protocol. In my opinion the terms of the RTWP are appropriate.

V. CONCLUSION

[11] The parties have worked very hard to bring this matter to conclusion. I strongly recommend ratification of the new collective agreement in accordance with their agreements and incorporating my recommendations.

[12] I thank the negotiating teams for their intense work over these last few days.

SIGNED, DATED AND ISSUED at Edmonton, Alberta on March 18, 2022 by:

A handwritten signature in blue ink, appearing to read 'D. Jones', is written over a light blue rectangular background.

David Phillip Jones, Q.C.

APPENDIX A – AGREED ITEMS

Compensation and Benefits

- Schedule B.03.2.b – To be Signed
 - The parties agreed to modify the clause to the 2022 Alberta Blue Cross Dental Fee Guide.

Equity, Diversity, and Inclusion

- Schedule R/Article YY – Signed 2022-01-12
 - The parties agreed to transition Schedule R Diversity, Equity, and Inclusion to a new article (YY) within the agreement.
- Article YY.01.3 – Signed 2022-01-12
 - The parties agreed to modify the clause to clarify the composition, purpose, and responsibilities of the Joint Committee on Equity, Diversity, and Inclusion (title reordered from Schedule R).
- Article YY.01.4 – Signed 2022-01-12
 - The parties agreed to add a new clause on the process, scope, and time frames of Equity, Diversity, and Inclusion studies, including pay equity studies.
- Article YY.02 – Signed 2022-01-12
 - The parties agreed to modify the clause to clarify the accommodation process and to provide regular accommodation training to Members and academic supervisors.
- Article YY.03 – Signed 2022-01-12
 - The parties agreed to add a new clause on Evaluation of Indigenous Members' Work with an emphasis on the value of traditional Indigenous knowledge, traditional understandings of professional activities, and involvement of an expert advisor in evaluating work.
- Article YY.04.1 – Signed 2022-01-12
 - The parties agreed to add a new clause on Evaluation and Equity Considerations requiring anyone conducting evaluation of Members' work to participate in equity and bias training.
- Article YY.04.2 – Signed 2022-01-12
 - The parties agreed to add a new clause recognizing the value of research that does not result in conventionally measurable outcomes and the importance and details of reporting and evaluating such effort.

- Article 12.01.2.e – Signed 2022-03-15
 - The parties agreed to modify the clause to provide clarity that any other dissemination to appropriate communities be considered as a factor when evaluating research and creative activity.
- Article 18.03.3 – Signed 2022-03-18
 - The parties agreed to remove language on lifestyle considerations, as this redundant under the Human Rights Act.

Improvements for Sessional Lecturers

- Article 34.01.9 – Signed 2022-03-18
 - The parties agreed to modify the clause to increase the right of first refusal period for Sessional Lecturers from three (3) years to five (5) years.
- Article 34.02 – Signed 2022-03-18
 - The parties agreed to modify the clause to add clarification on the timelines for Deans to assess and re-evaluate Sessional Lecturer's teaching effectiveness and clarify that unsatisfactory evaluations shall not be relied upon within this timeline.

Member Participation in Decision Making

- Article 5.07 – Signed 2022-03-15
 - The parties agreed to add a new clause recognizing Member participation in advisory processes, such as Budget Advisory Committee and Senior Academic Administrators appointment or review/appointment committees.
- MOU on the Feasibility of Establishing a Joint Economic Benefits Committee – Signed 2022-03-15
 - The parties agreed to form a Working Group to assess the feasibility and desirability of creating a Joint Academic Benefits Committee.

Workload and Recognition of Association Responsibilities

- Article 5.06 – Signed 2022-03-15
 - The parties agreed to modify the clause to restructure and improve the course release time process as a reassignment of teaching duties in support of ULFA.
- Article 6.05 – Signed 2022-03-15
 - The parties agreed to add a new clause to clarify the requirement and process to providing policies and procedures on workload assignment to the Association.

Association Information

- Article 6.02.2 – Signed 2022-03-15 and Article 18.03.4 – Signed 2022-03-18
 - The parties agreed to modify the clause, adding the contact information for the Association and the URL for the Collective Agreement to all offers of appointment to prospective Members.
- Article 6.03.1.e.iii – Signed 2022-03-15
 - The parties agreed to modify the clause, adding the Member's University email address and any equity, diversity, or inclusion categories with which the Member has self-identified, and given their consent, to an annual list provided to the Association.
- Letter of Commitment – Signed 2022-03-15
 - The parties agreed that in the case of Term or Sessional Appointments, a line will be added to all offers of appointment specifying under which Article of the Collective Agreement the appointment is being made. The Association and Human Resources will be carbon copied when the offer is extended to the prospective Member.

Clarity and Consistency of the Agreement

- Article 12.01.1.a – Signed 2022-03-15 and Article 15.06.2.b – Signed 2022-03-18
 - The parties agreed to modify the clause, adding clarification on when and how student appraisals are used when evaluating teaching effectiveness.
- Article 12.01.2 – Signed 2022-03-15
 - The parties agreed to modify the clause, adding clarification that the scholarship of teaching and learning is classified as research/creative work.
- Article 12.01.3 – Signed 2022-03-15
 - The parties agreed to modify the clause to provide clarity on the definition, purpose, and role of service to the University and to society.
- Article 18.01.2 – Signed 2022-03-18
 - The parties agreed to modify the clause to provide clarity on the conditions under which a Term Appointment (Without Conversion) may be made.
- Article 18.01.4 – Signed 2022-03-18
 - The parties agreed to modify the clause to provide clarity on the details and conditions in a letter of appointment for a Term Appointment (With Conversion).
- Article 18.03.2 – Signed 2022-03-18
 - The parties agreed to modify the clause to provide clarity on when and where academic positions shall be advertised.

- Article 28 – Signed 2021-10-27
 - The parties agreed to modify the article to support the concept of research commercialization and align revenue sharing ratios in the sector to better incentivize research commercialization.
- Article 28.02 – Signed 2021-10-27
 - The parties agreed to modify the article to provide clarity on the structure, role, and responsibilities of the Committee on Intellectual Property.

MOUs, Editorial and Housekeeping

- Schedule C – Signed 2021-03-22
 - The parties agreed to delete the schedule, as its purpose has been fulfilled through the life of the agreement.
- Schedule I – Signed 2021-04-08
 - The parties agreed to delete the schedule, as its purpose has been fulfilled through the life of the agreement.
- Schedule K – Signed 2021-03-22
 - The parties agreed to delete the schedule, as its purpose has been fulfilled through the life of the agreement.
- Article 5.01.1 – Signed 2022-03-15
 - The parties agreed to add a new clause recognizing management rights.
- Article 5.01.2 – Signed 2022-03-15
 - The parties agreed to add a new clause clarifying that the Agreement takes precedence over a University policy or procedure.
- Article 5.04.6 – Signed 2022-03-15
 - The parties agreed to add a new clause that involves the Association in any Human Resources New Employee Orientation.
- Article 6.01.5 – Signed 2022-03-15
 - The parties agreed to modify the clause to clarify how the Association may use correspondence under duties required by legislation.
- Article 15.01.5.b – Signed 2022-03-18
 - The parties agreed to modify the clause to allow Instructors to conduct research or scholarship related to their professional development, teaching, or other duties without receiving prior approval.

- Article 15.01.5.d – Signed 2022-03-18
 - The parties agreed to modify the clause to allow Instructors to fulfil part of their service expectation by attending Department/Faculty/Library meetings.
- MOU on the Desirability of Establishing a Teaching Professoriate – Signed 2022-03-15
 - The parties agreed to form a Working Group to assess the feasibility and desirability of creating a Teaching Professoriate, including a career path for Instructor IIIs.
- MOU on Reorganisation of the Collective Agreement – Signed 2021-12-16
 - The parties agreed to form a Working Group to oversee reorganisation of language in the context of preparing the final version of the 2020-2024 Collective Agreement.
- MOU on Consecutive Term Appointments – Signed 2022-03-18
 - The parties agreed to research and investigate the process and mechanism under which Members with consecutive term appointments may be converted to continuing appointment at a similar FTE.
- Various Articles – To be Signed
 - The parties agreed to amend various articles to address typographical, formatting, appropriate updates to terminology, and cross-referencing errors.

APPENDIX B

Schedule B: Economic Benefits

Schedule B shall be effective from July 1, 20~~20~~¹⁸ to June 30, 20~~24~~²⁰, unless noted otherwise. Article B.03.2.d applies 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.

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, 2018	\$129.88	\$298.90
Term Members with less than three (3) or more consecutive years of service	Jan 1, 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 20~~22~~⁴⁹ Alberta BlueCross 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/ p 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.05.7 Procedures for use of the Professional Supplement are outlined in the University's Professional Supplement Policy.
- B.05.8 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 Dependent's 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~~ one hundred percent (~~50~~100%), 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.9 Relocation Allowance

B.9.1 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.9.2 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.