

IN THE MATTER OF A COLLECTIVE BARGAINING DISPUTE BETWEEN:

**THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
(Hereinafter called the “Employer”)**

AND

**THE NON-ACADEMIC STAFF ASSOCIATION
(Hereinafter called the “Union”)**

MEDIATOR’S RECOMMENDATIONS

March 21, 2022

**MIA NORRIE
MEDIATOR**

EXECUTIVE SUMMARY

- On March 2nd, 2022, I was appointed as the neutral mediator to the collective bargaining dispute between the parties by mutual consent.
- On March 3rd, 9th and 21st, I met with the parties in mediation and there were significant discussions between the Union and the Employer to resolve the impasse.
- As the parties were unable to achieve an agreement, it was determined that I would write Mediator's Recommendations.
- I compared the terms and conditions of comparative settlements in the post secondary industry and the positions of the parties. I further assessed the agreed items and determined that the enclosed recommendations, along with the agreed items comprise an appropriate package for settlement of all outstanding issues between the parties.
- I recommend and encourage both parties to ratify the offer with their respective principals and advise me on or before March 31st, 2022, if the terms are accepted.

BACKGROUND

The bargaining unit in this matter consists of approximately 5500 employees working at the University of Alberta Board of Governors. The collective agreement between the parties expired on March 31, 2019, and they have engaged in collective bargaining to renew the agreement since 2019. They have met a total of 25 times and were unable to achieve a Memorandum of Agreement.

As a result, the parties agreed to use an informal mediation process outside of the provisions of the *Alberta Labour Code* and agreed to my appointment as mediator on March 2nd, 2022. I met with the parties on March 3rd, 9th, and 21st, and there were significant discussions on the possible resolution to the issues in dispute.

At the time of mediation there were a number of significant differences separating the parties on matters regarding wages, Employer proposed rollbacks to the Accounting Clerk positions, position disruption (layoff) language, the alignment of employment categories, such as casual and Trust versus Operating terms and designations.

Information was provided by the Employer to explain their financial position and the current pressures they face both as a sector and an institution in meeting the Union's demands. It has been a challenging time in the province and between the economy itself, the impact of the COVID pandemic, and the requirement to manage a balanced budget the Employer identified it was not in a position to provide any increases to the grid, much less retroactivity.

The parties were able to achieve some understanding on the non-monetary matters and as a result of the ratification of the Association of Academic Staff of the University of Alberta ("AASUA") settlement, the framework for resolution became clearer. Consistent with the terms agreed to with AASUA, the Employer proposed a wage settlement with an increase in year four of the agreement (April 1, 2022 to

March 31, 2023) of one point two five percent (1.25%) on the first day of the tenth (10th) month or January 1, 2023 and an additional increase in year five (April 1, 2023 to March 31, 2024) of one point five percent (1.5%) on the first day of the sixth (6th) month or September 1, 2023. There was also a Gain Sharing Formula which has the potential to provide an additional zero-point five percent (0.5%) based on Alberta's 2023 Real GDP.

Despite the diligent efforts of both bargaining committees the parties were unable to agree to the final settlement on all matters in dispute and requested that I write recommendations based on my work with the parties and understanding of the issues.

While it is recognized that the amount of wage increases is almost always an issue for the Union membership, I looked to the reality of the specific challenges the Employer is facing, the recent contract settlements in Alberta in the public sector and most specifically in the post-secondary industry. I compared the increases and wage rates of employees working in the same or similar classifications and under comparable terms and conditions of employment and have determined that the economic package offered by the Employer to be reasonable and appropriate, particularly in light of the AASUA settlement.


The other monetary and non-monetary items in dispute are all considered when evaluating the total compensation of a recommended settlement and I took into account the importance of the position disruption and alignment of positions language sought by the Union to protect its members at a time of significant uncertainty and what it sees as historic inequities.

As a result, and having consideration for the positions and rationale of both parties, the following terms are recommended for acceptance and I encourage both parties to give serious consideration to these recommendations and make their best efforts to obtain the ratification of their respective principals.

RATIFICATION BY THE PARTIES

It is understood that these Recommendations are subject to ratification by both parties. If both parties accept the Recommendations, the Collective Agreement will be amended accordingly. If either or both parties reject these Recommendations you may return to the bargaining table, alone or with the mediator, or exercise any other statutory rights that you may have. I remain available to assist you as required.

Dated the 21st day of March, 2022 at the City of Edmonton

A handwritten signature in black ink, appearing to read "Mia Norrie". The signature is fluid and cursive, with a large initial "M" and a long, sweeping underline.

Mia Norrie - Mediator

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RECOMMENDED TERMS OF SETTLEMENT

1. All Agreed Items as of March 21, 2022.
2. The parties agree that there will be changes to the pay scales as follows:

Y1 (Apr 1, 2019 - Mar 31, 2020): 0%:

Y2 (Apr 1, 2020 - Mar 31, 2021): 0%

Y3 (Apr 1, 2021 - Mar 31, 2022): 0%

Y4 (Apr 1, 2022 - Mar 31, 2023): effective the first day of the 10th month (i.e. Jan 1, 2023):
1.25%

Y5 (Apr 1, 2023 - Mar 31, 2024): effective the first day of the 6th month (i.e. Sept 1, 2023):
1.5%, plus the potential for an additional 0.5% increase based on 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 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective on the first day of the sixth (6th) month Y5 (i.e. September 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.

3. **Article 3, Common Provisions**, will be amended to include the following provision in an additional clause: Designation – The Employer agrees to inform NASA of any designation decision being considered pursuant to their authority under the Post Secondary Learning Act and to provide a description of the position under consideration. If NASA so requests, the Employer will provide rationale for the intended designation, non-designation or change in designation. Any further action will be taken pursuant to the appropriate policy, if any, or legislation.

4. Letter of Understanding Re: Position Disruption (Operating)

During the Period Apr 1, 2022 to and including Dec 31, 2022

1. The provisions of the collective agreement apply except as modified by this LOU.
2. For employees in the Trust Agreement (Part B), the provisions of Part B Article 15 of the collective agreement shall apply in their normal course for all position disruptions irrespective of when they are initiated*.
3. For employees in the Operating Agreement (Part A), the provisions of Part A Article 20 of the collective agreement shall apply in their normal course for all position disruptions initiated* prior to April 1, 2022, or initiated* after December 31, 2022.

4. For position disruptions initiated* between April 1, 2022, and December 31, 2022, inclusive, the provisions of Part A Article 20 of the collective agreement shall apply in their normal course, except as follows:

- a. The cessation of pay and benefits for any affected employee shall not occur prior to December 31, 2022.
- b. The process of position disruption may be initiated by the Employer at any time, however, for the purposes of Part A Articles 20.05 (c)(iii)b. and 20.05 (d)(ii), the formal “Notification Date”, shall be deemed to occur no *earlier* (but may be later) than the following dates:

Years of Service computed to the Notification Date	Notice Period (per Art 20.05(c)(iii)b.)	Earliest Notification Date
Completed probationary period but less than 12 months	Two weeks	December 2 , 2022
At least 12 months but less than 48 months	One month	November 16, 2022
At least 48 months but less than 84 months	Two months	October 17, 2022
At least 84 months but less than 144 months	Three months	September 16, 2022
At least 144 months	Four months	August 17, 2022

b.1 For clarity, if an employee actually receives written notice prior to the applicable Earliest Notification Date set out in b), the employee will be deemed to have received formal written notice on the Earliest Notification Date.

[Note: the dates in b) above are proposed subject to a common understanding with NASA that, on these timelines, including the 10 (working) day Decision Date period, December 31 would be the expiry date of the Notice Period in all cases. The effect of b) and b.1) is that all position disruption (initiated on or after April 1, 2022) will be deferred to coincide with the dates above, acknowledging that steps of the disruption process that normally occur before the Notification Date can begin and conclude at any time on or after April 1. If a formal Notification Date occurs after the dates above, the Notice Period would extend beyond Dec 31, 2022, in accordance with Art 20.02(c)(iii)b.]

- c. For those who choose severance, the severance will be payable January 2, 2023.
- d. For those who elect recall, the period of recall shall expire no earlier than June 30, 2023 (unless prior to June 30, 2023, the employee has received severance or a recalled position at their same grade level, status and location has been accepted).
- e. For those who are recalled prior to December 31, 2022, to a position at the same grade level, status and location, their pay from the laid-off position will cease upon starting in the recalled position. (It is understood that, consistent with current agreement, once recalled to a position at the same grade level, status and location, any entitlement to further recall or severance ceases to exist.)
- f. For those who are recalled prior to December 31, 2022, to a position at a lower grade, their pay will be at the higher rate (laid-off position vs recalled position) for the period up to Dec 31, 2022, and thereafter will revert to the pay rate of the recalled position. (It is understood that, consistent with current agreement, once recalled to a position at a lower grade, any entitlement to severance ceases to exist; however, the employee remains on the recall list.)

*It is understood that "initiated" means a meeting has occurred and a package of information about position disruption provided in accordance with clause 20.04(b) of Part A ("Informal Notice").

- 5. In no circumstances will an employee, who is being disrupted, receive less than the entitlements of the collective agreement.
- 6. This LOU expires on March 30, 2024.

5. LOU re: Alignment of Employment Categories

- 1. The parties agree to strike a joint committee for the purposes of discussing the alignment of provisions of the collective agreement as they apply between employee categories, specifically:
 - a) Casual Level I vs Casual Level II, Supplementary Tradespersons, Apprentices; and
 - b) Trust vs Operating.

[NOTE: It is recognized that the review of Supplementary Tradespersons and Apprentices may not result in alignment due to the impact of outside contracts or legislation.]

- 2. The joint committee shall have 4 members appointed by each party.
- 3. The joint committee will first meet no later than 2 months following the date of ratification and thereafter as agreed but at least once every two months.
- 4. The joint committee shall be assisted by a 3rd party mediator as agreed by the parties; fees shall be shared 50/50.

5. On or before December 31, 2023, the joint committee shall prepare a joint recommendation to be presented to the parties' respective bargaining teams for 2024 negotiations. Failing agreement on a joint recommendation the mediator will prepare a Mediator's Report containing recommendation for settlement of the issues.
6. Any proposed changes to the collective agreement contained in the joint committee recommendation or the Mediator's Report shall identify any associated cost implications.
7. This LOU expires on March 30, 2024.

6. LOU re: AccountingClerk Positions : Grade 6

The parties agree that the individuals assigned to the following positions will have their salary green-circled, which means that this letter of understanding will have no impact to them.

14672
14251
7060
16137
15205
13235
15974
18880
20204
18852
21546
21547

With effect from March 1, 2024, any new person filling one of the above noted positions will remain on the Grade 6 pay grid, except the maximum rate will be capped at an amount that a 2% reduction from the current maximum rate, in accordance with the Grids below:

Grade 6	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8.0
with 0.5% Gain Sharing (35 hrs/wk)	3686.37	3754.40	3820.75	3900.38	3968.42	4039.75	4114.41	4194.04	4268.70	4348.33	4429.64	4514.23	4592.21	4681.80	4684.75
Without Gain Sharing (35 hrs/wk)	3668.03	3735.73	3801.74	3880.98	3948.67	4019.66	4093.94	4173.17	4247.46	4326.70	4407.60	4491.78	4569.37	4658.51	4684.75
with 0.5% Gain Sharing (37.5 hrs/wk)	3,949.69	4,093.67	4,093.67	4,179.00	4,251.88	4,328.30	4,408.30	4,493.62	4,573.61	4,658.93	4,746.03	4,836.68	4,920.23	5,016.21	5019.38
Without Gain Sharing (37.5 hrs/wk)	3,930.04	4,073.30	4,073.30	4,158.21	4,230.72	4,306.77	4,386.37	4,471.26	4,550.86	4,635.75	4,722.42	4,812.62	4,895.75	4,991.25	5019.38
with 0.5% Gain Sharing (40 hrs/wk)	4,213.01	4,366.59	4,366.59	4,457.60	4,535.32	4,616.87	4,702.19	4,793.19	4,878.52	4,969.53	5,062.43	5,159.12	5,248.24	5,350.64	5354.01
Without Gain Sharing (40 hrs/wk)	4,192.05	4,344.87	4,344.87	4,435.43	4,512.76	4,593.90	4,678.79	4,769.34	4,854.25	4,944.81	5,037.24	5,133.45	5,222.13	5,324.02	5354.01
with 0.5% Gain Sharing (Hrly 35 hrs/wk base)	24.31	25.19	25.19	25.72	26.17	26.64	27.13	27.65	28.15	28.67	29.21	29.76	30.28	30.87	30.89
Without Gain Sharing (Hrly 35 hrs/wk base)	24.18	25.07	25.07	25.59	26.04	26.50	26.99	27.52	28.01	28.53	29.06	29.62	30.13	30.72	30.89

In the event that the Employer creates a new position in the accounting clerk field whose point rating is identical in each factor to the positions above, this limit will apply to that position unless the Union successfully appeals the point rating in accordance with the provisions of Article 15.08 (Common Provisions).

To ensure the Union is able to exercise its rights under this LOU, the Employer will specifically provide the Union with the job fact sheets and rating sheets for any grade 6 positions proposed to be added or changed.

7. Except as otherwise set out in these Recommendations, all outstanding proposals of both parties as of the ratification of the Recommendations shall be considered withdrawn; however, neither party will raise an estoppel argument with respect to these withdrawals.