

**IN THE MATTER OF THE Public Service Employee Relations Act and a dispute
between**

**ATHABASCA UNIVERSITY
(Hereinafter called the “Employer”)**

AND

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
Local 069
(Hereinafter called the “Union”)**

MEDIATOR’S RECOMMENDATIONS

August 31, 2022

**MIA NORRIE
MEDIATOR**

EXECUTIVE SUMMARY

- On June 29, 2022, I was appointed as the neutral mediator to the collective bargaining dispute between the parties by mutual consent.
- On August 30, 2022, 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 September 30, 2022, if the terms are accepted.

BACKGROUND

The bargaining unit in this matter consists of approximately 270 employees working at the Athabasca University. The collective agreement between the parties expired on June 30, 2020, and they have engaged in collective bargaining to renew the agreement since September 2021. They have met a total of 9 times and were unable to achieve a Memorandum of Agreement.

I was appointed as Mediator on June 29, 2022, under s. 64 of the Labour Relations Code. I met with the parties on August 30, 2022, and there were significant discussions on the possible resolution to the issues in dispute.

At the time of mediation there remained a number of significant differences separating the parties on matters regarding proposed rollbacks to identified bargaining unit positions, changes to hours of work, language around overtime, and virtual work from home provisions as well as other housekeeping and less consequential changes.

Consistent with the terms that have been agreed to and set as a pattern in the province, the Employer proposed a four year term July 1, 2020 to June 30, 2024 and a wage settlement with zero increases in the first three years and two increases in year four of the agreement of one point two five percent (1.25%) on April 1, 2023 and an additional increase on December 1, 2023, of one point five percent (1.5%). 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 were all considered when evaluating the total compensation of the recommended settlement. I took into account the importance of how the market adjustment and reductions in salary impacted the Union's membership 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 while both parties agree to recommend these Recommendations to their principals, they 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 31st day of August, 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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Agreed Items and Items Not Within this Recommendation

The recommendations below deal with the outstanding items between the parties.

If an outstanding proposal was to amend the collective agreement(s) but is not in this recommendation, the collective agreement(s) will remain unchanged. If an outstanding proposal was to add to or delete from the collective agreement(s) but is not in this recommendation, the collective agreement(s) will remain unchanged.

The parties resolved other items during bargaining. All previously agreed to items will form part of this recommendation.

Recommendations

I make the recommendations on the following outstanding items. The deletions are shown by strikethrough and the additions or amendments are shown in bold. All recommendations take effect on date of ratification unless stated otherwise.

Term of Agreement

Four-year collective agreement: July 1, 2020 – June 30, 2024.

Recommend Ratification (this language will not form part of the Collective Agreement)

The parties agree to recommend ratification of the terms and conditions contained in this recommendation to the respective principles.

General Salary Increase

Effective July 1, 2020, Salary Schedules in Schedule A shall be increased by Zero percent (0%).

Effective July 1, 2021, Salary Schedules in Schedule A shall be increase by Zero percent (0%).

Effective July 1, 2022, Salary Schedules in Schedule A shall be increase by Zero percent (0%).

Effective April 1, 2023 Salary Schedules in Schedule A shall be increased by one point two-five percent (1.25%)

Effective December 1, 2023 Salary Schedules in Schedule A shall be increased by one-point five percent (1.5%) plus an additional point five percent (.5%) subject to the following Gain Sharing Formula:

Formula:

Gain Sharing Formula

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

Gain Sharing

- Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.
- "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta's Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024.

ARTICLE 12 - Acting Incumbency & Responsibility Pay

12.01 Acting Incumbency

An Employee will receive acting pay for the entire acting period, when the Employee is designated temporarily to perform on an acting basis the principal duties of a higher level classification for more than five (5) consecutive work days.

12.02 Where an Employee qualifies for acting pay, the Employee shall receive acting pay as follows:

- (a) One increment in the regular salary range or the minimum of the salary range of the higher classification, whichever is greater.
- (b) Notwithstanding (a) above, where an Employee is at the top of the regular salary range, the salary will be adjusted upward by five (5%) percent.

12.03 Responsibility Pay

An Employee may be designated temporarily to perform on an acting basis the principal duties of a position outside the scope of the bargaining unit. Where the appointment exceeds five (5) **consecutive** workdays the Employee's salary will be adjusted by **one increment** ~~three (3%) percent~~. Where the acting appointment exceeds twenty-one (21) **consecutive** workdays the Employee's salary will be temporarily adjusted to an amount equal to the minimum of the range of the acting position but in any event no less than five (5%) percent. An Employee so assigned shall continue to be covered by the Terms and Conditions of this Collective Agreement.

ARTICLE 17 - Overtime

17.01 Employees may be required by the University to work hours in excess of their normal daily or weekly hours. Such overtime shall be authorized in advance by the appropriate department supervisor.

If, due to unforeseen circumstances advance authorization was not obtained, and the employee can demonstrate that they attempted to obtain authorization, the employer shall not unreasonably deny pay for the overtime hours worked.

17.02 (a) Employees who work in excess of their normal daily hours of work shall be compensated at a rate of time and one-half (1-1/2X) for the first two (2) hours so worked and at the rate of ~~double~~ **two times (2X)** for hours worked. in excess of two (2) hours;

(b) An Employee may, by agreement with the Employee's Supervisor, take compensating time off (i.e. one and one-half times (1-1/2X)) the overtime or two (2) times the overtime worked in lieu of compensating pay.

17.03 Hours worked on regular scheduled days of rest shall be compensated at a rate of time and one half (1-1/2X) for all hours worked, except that where an Employee works two (2) or more regularly scheduled days of rest during a rest period, hours worked on the second and subsequent days of rest worked shall be compensated at a rate of two times (2X) Notwithstanding the above, any hours worked in excess of seven (7) hours on any day of rest shall be compensated at a rate of two times **(2X)**.

17.04 Where the Employee works overtime as an extension of the Employee's scheduled working day in excess of two (2) consecutive hours of overtime, the Employee shall receive an unpaid one-half (1/2) hour meal break and reimbursement for reasonable vouchable meal expenses if the Employee continues to work overtime after the said break.

17.05 Where the Employee works overtime on their regular days of rest or on Paid Holidays in excess of four (4) hours, the Employee shall receive an unpaid one-half (1/2) hour meal break and reimbursement for reasonable vouchable meal expenses if the Employee continues to work overtime after the said break.

17.06 Overtime compensation shall be calculated from the salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in rate.

17.07 Part-time Employees may be required to work up to the normal regular hours of a full-time Employee at straight time rates and shall be eligible for payment at overtime rates for hours worked in excess of that figure.

17.08 When an Employee requests and receives approval from the Employee's Supervisor to work increased weekly hours in order to reduce the number of working days in another week, overtime compensation shall only apply to those hours worked in excess of the normal number of hours of work in the two (2) week period.

17.09 An Employee who is required to attend a training course or seminar on the Employee's normal day of work shall be paid at overtime rates for the hours spent on training that are in excess of normal daily hours of work.

17.10 An Employee who is required to attend a training course or seminar which necessitates travel outside of the area in which the Employee is employed shall be compensated at overtime rates for the actual hours spent on travel provided such travel time is in excess of the Employee's normal daily or weekly hours of work.

ARTICLE 22 - Annual Vacation

22.01 Vacation entitlements with pay for Permanent Full-time Employees shall be as follows:

- (a) An Employee who has completed twelve (12) full calendar months' service as of December 31st, shall receive seventeen (17) work days' vacation;
- (b) An Employee who has completed five (5) years' service as of December 31st, shall in the subsequent year receive twenty-one (21) work days' vacation;
- (c) For each subsequent year of service as of December 31, the Employee shall receive one (1) additional day of vacation to a maximum of twenty-seven (27) work days vacation;
- (d) Notwithstanding Clause 22.01(c), an Employee who has completed twenty-five (25) years of service as of December 31, shall in the subsequent year receive 30 work days of vacation.

22.02 An Employee shall not take vacation leave without prior authorization from the Employee's immediate Supervisor.

22.03 An Employee who has completed less than twelve (12) full months' service shall receive one twenty-six (1/26) or one twenty-seventh (1/27) of the annual vacation accumulated on a per pay period basis, pro-rated by their start date, dependent on the number of pay periods in a Payroll Year.

22.04 Employees will be expected to take vacation leave entitlements each calendar year. The University may authorize an accumulation of vacation leave to two (2) years' entitlement. However, no Employee will lose any of his/her vacation entitlements under any circumstances.

22.05 Notwithstanding the other provisions of this Article, and subject to operational requirements, an Employee who so requests may be authorized to take vacation leave that has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by the Employee in the following year shall be correspondingly reduced.

22.06 Vacation leave shall be earned during the first two (2) months of a leave without pay.

22.07 Vacation leave entitlement, to the extent earned, may be applied to an absence due to sickness after the expiration of sick leave entitlement or in conjunction with any period of leave without pay, thereby reducing the period without pay.

22.08 An Employee who is leaving the employ of the University shall receive the balance of accrued vacation paid out at the Employee's regular rate.

22.09 A Temporary Employee hired to a temporary position in excess of twelve (12) months shall be entitled to seventeen (17) working days vacation per annum accumulated at the rate of **one twenty-six (1/26) or one twenty-seventh (1/27) of the entitlement on a per pay period basis, dependent on the number of pay periods in a Payroll Year.** ~~one decimal four two (1.42) working days per month.~~

ARTICLE 38 - Term and Effective Date

38.01 The term of this Collective Agreement shall be effective from July 01, ~~2013~~ **2020**, and shall remain in force and effect until June 30, ~~2017~~ **2024**, and from year to year thereafter unless amended or terminated. Notification of desire to amend may be given in writing by either Party during the period prior to its expiration of not more than one hundred and twenty (120) calendar days, and not less than sixty (60) calendar days.

ARTICLE XX - Contracting Out

XX.01 The Employer will not contract out services that will result in the loss of employment for bargaining unit employees without first having meaningful consultation and discussion with the Union.

XX.02 The Union shall be provided at least ninety (90) calendar days' notice prior to when the final decision to contract out services is made. Lesser notice may be provided when urgent issues rapidly emerge.

XX.03 The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Employees and any anticipated timeframe for the initiative.

XX.04 During the consultation the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of bargaining unit Employees by examining potential retraining and redeployment opportunities.

XX.05 The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon such a request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.

XX.06 The application of the processes in this Article are subject to the Grievance Procedure in Article 11. The outcome of the process in this Article is not subject to the Grievance Procedure.

Delete Letter of Understanding Re: Contracting out

New – Letter of Understanding Re: Market Based Adjustment

Market adjustments shall be made to the maximum of the range for the following positions:

- i) Accounts Payable Assistant – Reduce maximum of range by 16.3%**
- ii) Accounts Receivable Assistant – Reduce maximum of range by 16.3%**
- iii) Student Fees Account Receivable – Reduce maximum of range by 16.3%**
- iv) Cashier/Accounts Receivable – Reduce maximum of range by 16.3%**
- v) Admin Assistant – Reduce maximum of range by 12.6%**
- vi) Admin Assistant CDE – Reduce maximum of range by 12.6%**
- vii) Academic Admin Program Assistant – Reduce maximum of range by 12.6%**

- viii) Grad Admin Assistant – Reduce maximum of range by 12.6%
- ix) Admin Assistant Grad Program – Reduce maximum of range by 12.6%
- x) Admin Assistant Grad Support Unit – Reduce maximum of range by 12.6%
- xi) Payroll Administrator – Reduce maximum of range by 8.1%
- xii) Science Home Lab Kit – Reduce maximum of range by 10.0%

The adjustments to the maximum of the ranges for the above positions will only apply to employees (i.e. employees not employed as of the date of ratification of this agreement) hired following the date of ratification of this agreement.

Schedule “B” – update and renew

Schedule “C” – renew

New Letter of Understanding – Home Office Set-Up and Support

Whereas the Collective Agreement between the parties expired on June 30, 2020 (the “Collective Agreement”);

The University and the Union hereto agree as follows:

1. Effective upon ratification of a new Collective Agreement, permanent Employees shall receive a one-time, lump sum payment of \$2,000 (less statutory withholdings) to set up and support a home office, where they are required by the University to work from home.
2. Employees who have already received a lump sum amount under the University’s the *COVID-19 Home Office Set-up Allowance* shall have the amount of that previous lump sum deducted from their entitlement to the lump sum payment contemplated above.
3. In addition to the one-time lump-sum payment in paragraph 1 of this Letter, Employees who are required by the University to work from home shall receive a payment of \$35/biweekly to cover the cost of ongoing home office expenses, including internet and printing.
4. This Letter of Understanding expires upon implementation by the University of its *Home Office Set-up and Support Program (the Program)*. The payments provided under the Program will not be lower than the amounts provided for in this letter of understanding.
5. This offer is without prejudice and precedent