

In a Collective Bargaining Dispute under the Labour Relations Code
between
Board of Governors of the Southern Alberta Institute of Technology
and
SAIT Academic Faculty Association

MEDIATOR'S RECOMMENDATIONS FOR TERMS OF SETTLEMENT

Background

The parties have been bargaining for a renewal collective agreement but have been unable to settle the dispute in bargaining. The parties met in voluntary mediation on April 4, 5 and 6, 2022.

They discussed all the circumstances surrounding the various issues that would influence a successful ratification by them. They discussed in detail all the items in the respective proposals that arose during negotiations or that might facilitate a settlement. They shared information on the factors impacting their dispute. All parties have strongly advocated their respective interests while jointly recognizing the desire to reach terms that both sides could ratify.

As a result of the information provided to me in the mediation, I believe releasing mediator's recommendations is the next appropriate step to take to assist these parties in moving towards a collective agreement. 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. These recommendations represent, in my opinion, the best indication of a possible settlement of the terms for a collective agreement.

I hope that both negotiating committees and their respective constituents and principals give serious consideration to these recommendations as a basis for bringing closure to this dispute and settlement of all outstanding issues.

Agreed Items and Items Not Within this Recommendation

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

The parties resolved other items during bargaining and mediation which they will share separately during the ratification process.

If an outstanding proposal was to amend the collective agreement(s) but is not in this recommendation or in the agreed items the parties present, 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 or in the agreed items the parties present, the collective agreement(s) will remain unchanged.

Recommendations

I make the recommendations on the following outstanding items. New items are shown as NEW. The deletions from current provisions are shown by ~~striketrough~~ and the additions or amendments to current provisions are shown in **bold**. All changes take effect on the date of ratification unless stated otherwise.

Term of Agreement

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

Section 2 Effective Date and Term

Across-the-board (ATB) salary increases as follows, which will be applied equally to all base salaries, and applied to all grid steps :

- July 1, 2020: 0%,
- July 1, 2021: 0%,
- July 1, 2022: 0%,
- April 1, 2023: 1.25% (effective 1st day of 10th month of year three of the renewal collective agreement),
- December 1, 2023: 1.5% (effective 1st day of 6th month of year four of the renewal collective agreement),

- An additional 0.5% ATB increase retroactive to December 1, 2023 (effective 1st day of 6th month of year four of the renewal collective agreement), payable in the February 2024 or March 2024 “pay cheque,” 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 retroactively effective on the first day of the sixth (6th) month of Y4 (i.e. 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.

Section 26 Health & Wellness Plan Benefits

26.04 An annual Health Spending Account (HSA) will be implemented in the amount of ~~\$650~~ **\$750 (effective July 1, 2022)** per benefit year (July 1 to June 30) per academic staff member participating in either the Standard Extended Health Care Benefit Plan or the Enhanced Extended Health Care Benefit Plan. There will be no carryover of this amount into subsequent years. Eligible expenses are those that qualify as a medical expense tax credit under the Income Tax Act that includes items such as prescription eyeglasses, dental expenses, medical devices and supplies, prescription drugs, and services of paramedical practitioners as per Revenue Canada.

Section 32 Annual Vacation Leave -- Instructors, Librarians and Educational Counsellors

- 32.01 (a) For the purpose of this section, a full calendar year is twelve (12) months from July 1 to June 30.
- (b) An academic staff member **eligible for an annual vacation leave shall receive their yearly allotment of forty three (43) work days of vacation on July 1.** ~~who has~~

~~completed one (1) full calendar year of service as of June 30th shall receive forty three (43) work days of vacation.~~

(c) **Upon commencement of the first year of employment,** An academic staff member shall **be eligible for a number of work days of vacation leave calculated as** ~~earn~~ three and one-half (3 ½) work days of vacation for each full calendar month worked from the commencement of employment **to July 1**. When employment has commenced on or before the fifteenth (15th) day of any month, vacation entitlements shall be earned from the first (1st) day of that month. When employment has commenced on or after the sixteenth (16th) day of any month, vacation entitlements, shall be earned from the first day of the following month.

32.02 An academic staff member will be paid for any vacation earned but not taken at the time of termination.

32.03 An academic staff member shall not be required to use vacation days for in-service training and other professional development activities except by mutual written agreement.

32.04 If a paid holiday falls during an academic staff member's annual vacation period, the academic staff member shall be granted an equivalent day of vacation.

32.05 An academic staff member shall earn vacation leave pursuant to Sub-section 32.01 when on authorized financially assisted Educational Leave.

32.06 An academic staff member shall accrue nine (9) days of vacation for the first forty-five (45) consecutive work days of sick leave or Workers' Compensation.

32.07 Leave shall be taken at such time(s) as may be approved by the Employer. Where possible, leave will consist of a block of consecutive days and shall consist of a minimum of twenty (20) consecutive work days. **A combination of vacation and work days throughout the work week or half day increments may only be used at the academic staff members' request.**

32.08 **Scheduling of the annual vacation leave will be discussed, at a minimum, annually between the academic staff member and their Academic Chair / Leader. A mutually agreed upon documented plan to take any currently banked Annual Vacation Leave during the period of July 1 to June 30 will be the outcome from this meeting. Once a plan has been achieved, it cannot be changed without written mutual agreement.** ~~Notwithstanding the other provisions of this Section, and subject to operational requirements, an academic staff member who so requests may be authorized to take vacation leave which has been earned to date and which an academic staff member would normally be authorized to take in the following calendar year. The vacation leave to be taken by the academic staff member in the following calendar year shall be correspondingly reduced.~~

32.09 A maximum of five (5) vacation days may be carried forward to the next vacation year
~~Once vacations are authorized, they shall not be changed except by mutual written consent. In~~
circumstances where carry over exceeds five days the Academic Staff member must work
with their Academic Chair/Leader to create a plan to ensure the excessive days are taken in
the next vacation year.

32.10 No vacation leave entitlement shall be earned while on foreign secondment.

32.11 It is expected that academic staff shall record used vacation days in the electronic system of record.
~~When an academic staff member is transferred to a position entitled to~~
~~vacation under this section, any vacation leave entitlement earned under Section 33 of this~~
~~collective agreement shall remain in effect until received under (a) or (b) below. Leave under~~
~~this section shall be earned on and from the date of transfer.~~

~~———— (a) ——— Vacation leave earned prior to being transferred to a position entitled to~~
~~vacation under this section shall be taken, subject only to Sub-section 32.11(b).~~

~~———— (b) ——— Notwithstanding Sub-section 33.10 of this collective agreement, in cases in~~
~~which the combined vacation entitlements earned under this section and those earned in a~~
~~previous classification not subject to this section amount to more than the vacation leave~~
~~entitlement which would normally accrue to the academic staff member had they been subject~~
~~to this section for all relevant times:~~

~~(i) ——— the academic staff member shall be entitled to vacation leave as though they~~
~~had been subject to this section at all relevant times, and~~

~~(ii) ——— any entitlement in excess of (i) above, shall be reimbursed to the academic staff~~
~~member at 1/261 of their annual salary for each day or fractional day of excess~~
~~entitlement.~~

32.12 When an academic staff member **is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.**
~~transferred to a position not entitled to vacation~~
~~under this section, any entitlement earned under this section shall remain in effect until taken~~
~~and leave under Section 33 of this collective agreement shall be earned on and from the date of~~
~~transfer.~~

Section 33 Annual Vacation Leave - Librarians

Delete this section.

Section 50 Salary Schedules

On October 1st of each year, an Academic staff member shall advance by one increment on the salary grid, unless the Academic Staff Member has reached the maximum on the salary grid. Academic Staff Members hired prior to July 1 shall receive a grid step increase on Oct 1 of the year they are hired. Those hired after July 1 shall receive their grid step increase on Oct 1 of the following year.

New: New Full-time Faculty Positions and Vacant Full-time Faculty Positions

The Employer shall hire ten (10) full time salaried faculty across the Academic Division and two (2) full time salaried faculty in the English Language Foundations program by September 1, 2022 and will move forward in the 2022-2023 budget year to fill existing budgeted full time salaried vacancies. The Employer will use the normal posting and recruitment process. Academic faculty in temporary salaried, part-time salaried, casual and adjunct positions may apply and will be treated as internal candidates if they apply using their SAIT email address. The Employer will interview qualified internal applicants, however if there are too many candidates to interview, the Employer will select those internal candidates for interviews by seniority.

Ratification by The Parties

Under section 64 of the Labour Relations Code the parties have requested a Mediator's Recommendations and have agreed to take the Mediator's Recommendations to their principals for ratification.

I request that each party officially advise me, by email on or before 1:00 pm, Friday, May 13, 2022 if you accept or reject these recommendations. Please copy the other party.

If both of you accept/ratify the recommendations, you would proceed to prepare and sign the new collective agreement comprising the items you agreed to and these recommendations. The Date of Ratification would be the latter date either of you notify me of ratification.

If either or both of you reject these recommendations, you may:

1. return to bargaining, alone or with the mediator, or
2. exercise your further rights under the *Labour Relations Code*.

I remain available to assist you at any point in the process. Thank you for your assistance in the process.



Deborah M. Howes, C. MED., I.M.I. Cert.,

Mediator

April 14, 2022