

IN THE MATTER OF AN ARBITRATION

BETWEEN:

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA

AND:

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA
FACULTY ASSOCIATION

(INTEREST ARBITRATION 2015)

SUBMISSION OF THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA
FACULTY ASSOCIATION



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(“the Employer”)

AND:

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA
FACULTY ASSOCIATION

(“the Union”)

SUBMISSION OF THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA FACULTY
ASSOCIATION

Background to the UNBC-FA’s Proposals

1. Introduction

The parties have not succeeded in reaching agreement on all matters related to the first collective agreement at UNBC, to be dated from 1 July 2014. A list of articles signed off and issues in dispute has been previously submitted to the Arbitrator, but is reproduced here:

1.1.1 Articles signed off

The UNBC-FA requests that all articles signed off by the parties be included in the Arbitrator’s award exactly as agreed upon. The following articles have been signed off.

2012 – 2014 article #	FA#	Signed Off #	Title
1	1	A-1	Purpose Statement
2	2	X	Academic Freedom
3	3	A-6	Openness and Transparency
4	4	I-2	Access to Information
5	5	A-3	Conflict of Interest and Related Matters

2012 – 2014 article #	FA#	Signed Off #	Title
6	6	A-7	Existing Practices
7	7	A-8	Non discrimination
8	8	A-5	Security of Employment
9	9	H-1	Redeployment as a Result of the Closure or Restructuring of Academic Programs
10	10	H-2	Financial Exigency
12	12	C-1	General Appointment Procedures
		C-9	Research Chairs
13	13	C-2	Appointment of Faculty
14	14	C-3	Term Appointments of Teaching Members
15	15	C-4	Appointment of Librarians
16	16	C-5	Appointment of Senior Laboratory Instructors
17	17	C-6	Appointment of Regional Chairs
18	18	XX	Academic Appointments of Academic Administrators
19	19	C-12	Retirement, Resignation and Alternation of Employment
20	20	E-1	Personnel Files
21	21	E-2	Professional Activity Reports
26	26	E-7	Promotion and Continuing Appointment of SLI Members
28	28	28	Professional Development Allowance
29	29	D-3	Duties, Rights and Responsibilities of Faculty Members
30	30	D-4	Teaching Workload
31	31	D-7	Librarian Members' Duties, Responsibilities and Workload
72	32	C-8	Program Chairs
33	33	D-13	Regional Chairs
35	35	D-5	Duties, Rights and Responsibilities and Teaching Workload of SLIs
73	36	C-11	Reassignment
37	37	D-9	Reduced Workload
38	38	D-11	Outside Professional Activities
42	42	G-1	Harassment and Discrimination
43	43	G-3	Fraud and Misconduct in Academic Research
44	44	G-4	Complaints, Grievances and Arbitration
46	46	J-7	No Strike or Lockout
47	47	J-1	Joint Committee for the Administration of the Agreement (JC)
49	49	I-8	Salary Anomalies
51	51	I-3	Relocation Tenure-Track, Tenured, Probationary & Continuing Members
53	52	I-9	Childcare
63/64	53	I-7	Vacation Entitlement
57	57	X	Maternity Leave
58	58	X	Parental Leave
59	59	F-5	Compassionate and Bereavement Leave
60	60	F-6	Court Leave
62	62	F-8	Leave of Absence
66	63	B-5	Recognition (A) Definition of the Bargaining Unit and Recognition (B) Positions Excluded from the Bargaining Unit
67	64	B-3	Association Rights
68	65	J-3	Association Facilities

2012 – 2014 article #	FA#	Signed Off #	Title
69	66	B-5	Association Membership and Assignment of Association Dues
70	67	B-5	Management Rights
		68 (MOU)	Outstanding Articles for Which the Parties Agreed to Establish a Committee to Review Upon Ratification 11 Employment Equity 27 Working Conditions 34 Duties, Rights and Responsibilities of Part-Time Instructors 39 Intellectual Property Policy 45 Investigations/Discipline 65/76 Accommodation of Academic Staff Who are Members of a Protected Group

1.1.2 Housekeeping/editorial matters

The following articles will require the editorial or housekeeping attention of the parties during or after negotiations. The UNBC-FA does not request that the Arbitrator make an award on these matters.

Article 0 Definitions
Article 74 Transition to the Agreement

1.1.3 Issues in dispute for which an award is required

The following issues are still in dispute. The UNBC-FA's current position on each of these issues is described within this document.

Monetary Items

Salaries

48 Compensation
48A Market Adjustments

Benefits

19A MOU on Post-Retirement Benefits
50 Pensions and Benefits
61 Sick Leave

Leaves

54 Sabbaticals
55 Academic or Professional Leave for Librarian and Senior Lab Instructor Members
56 Assisted Study Leave

Tenure and Promotion Issues

22A (E-4) & 22B (E-8) Renewal, Tenure and Promotion of Faculty

23	Letters of Reference
24 (E-6)	Promotion and Continuing Appointment of Librarian Members

Duration of the Agreement

75	Duration of the Agreement
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Member Protection in Case of a Strike by Another Union

XX	Strike/Lockout Protocols
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1.1.3.i The boldface type within the proposals appended to this brief (BoE, Tab B) represents the UNBC-FA’s proposed changes to the 2012 – 2014 Faculty Agreement. Were the Arbitrator to decline to make an award on any of these articles, there would be no corresponding articles in the new collective agreement. With the possible exception of 48A below, all of the articles are required within an academic collective agreement; with the exception of 48A, all of the articles listed correspond to articles that appear in collective agreements at comparable institutions. Therefore, the UNBC-FA requests that the Arbitrator make an award on each of the items, whether or not he accepts the Union’s position and proposals.

1.1.3.ii The general arbitral principle of demonstrated need is not as significant in a Section 55 arbitration as in an ordinary interest arbitration, primarily because the parties do not have “existing language” to fall back upon. However, because in this case a comprehensive Faculty Agreement did exist before the Faculty Association was certified, the Arbitrator might award an article in the 2012—2014 Faculty Agreement (that is, status quo) in lieu of the proposals advanced by either the Union or the Employer. The UNBC-FA’s proposals are therefore attentive to the category of demonstrated need.

1.1.3.iii Indeed, the Union’s entire approach to bargaining a collective agreement was based on the concept of demonstrated need. Where articles from the 2012-14 UNBC FA Agreement served the parties well and reflected sector norms, the Union proposed that those articles be “rolled over” into the first collective agreement. Those articles that the UNBC-FA proposed to roll over included the articles on tenure and promotion (22, 23, 24). While the UNBC-FA was willing to *negotiate* improvements to those articles, the Employer never provided legitimate reasons for substantial changes to them during bargaining. Therefore, absent any demonstrated need, the UNBC-FA asserts that the Arbitrator should award, in the first Collective Agreement, the language of Articles 22, 23, and 24 of the 2012-2014 FA Agreement.

1.1.3.iv In the case of some matters—merit pay and market adjustments—there is no demonstrated need for the award to include provisions at all. The 2012-2014 UNBC-FA Agreement did not include articles in respect to those matters.

1.1.3.v Therefore, apart from articles 22, 23, 24, and 48A, the items presented by the UNBC-FA to the Arbitrator for adjudication are matters upon which provisions that existed in the 2012-2014 FA Agreement do not serve the UNBC-FA's Members, and where reverting to status quo (the 2012-2014 Faculty Agreement) would be deeply prejudicial. Thus, we detail below the demonstrated need for the adjudication of our proposals. As Arbitrator Louisa Davie (Chair) wrote in a 2014 award,

The principle of “demonstrated need” indicates that arbitral changes to existing negotiated (or even imposed) language typically requires some specific demonstrated need. This does not mean we should slavishly adhere to maintaining the status quo. Instead the concept of demonstrated need requires us to closely examine the proposals put forth by a party in context of the existing provisions of the collective agreement and determine whether a demonstrated need for the proposal has been established... Long standing or freely negotiated language should not be changed for the sake of change. Absent some demonstrated need it is important to recognize the bargains which the parties themselves have achieved.

The Participating Homes and Ontario Nurses' Association (2014) (Davie, Chair), BoA, Tab X at p. 5

1.1.3.vi In each of the proposals detailed below, the UNBC-FA explains the demonstrated need for its proposed language. In some cases, the proposals reflect items on which Arbitrator Ready declined to make an award in the 2012—2014 round of negotiations. In others, demonstrated need arises from the deeply prejudicial conditions that would result from the imposition of a status quo that the UNBC-FA has been negotiating vigorously to change since 2011, to the point of mounting a certification campaign and successful strike.

Structure of the Agreement

1.1.3.vii The UNBC-FA based its numbering of articles upon the structure of the 2012 – 2014 Faculty Agreement, but renumbered eight articles to place them in proximity to other articles governing similar matters. The Employer came to the table with a completely reorganized agreement and numbering system. After some discussion, the parties agreed to defer decisions about reorganization until the conclusion of bargaining. At this point, however, the UNBC-FA believes that such a discussion should await future negotiations.

1.1.3.viii Therefore, the UNBC-FA requests that the Arbitrator's award stipulate that the agreement be organized numerically, and that the number assigned to each article correspond to the numbering proposed by the UNBC-FA.

1.1.3.ix Should this be unacceptable to the Arbitrator, the UNBC-FA requests that the number assigned to each article correspond to the Table of Contents of the 2012 – 2014 agreement. Where two articles in the old agreement have been merged into one, the article in the new agreement should conform to the lowest numbered article in the 2012 – 2014 agreement, with the other number(s) being left vacant. Where articles are entirely new, we request that the articles be numbered consecutively at the end of the agreement, so that the parties can negotiate the order of the articles in the next round of bargaining.

1.2 The Bargaining Unit

1.2.1 The UNBC-FA is a trade union certified on 29 April 2014. It has 345 Members (at September 2015) divided among the following groups, which together are referred to in this document and at UNBC as “faculty.”

1.2.2 The largest group represented by the Union is the full-time Faculty Member group (175), divided into tenured and tenure-track (permanent) and term (contract) professors in four ranks: Lecturer (17), Assistant Professor (26), Associate Professor (57), and (Full) Professor (75).

1.2.3 Also included in the bargaining unit are a large number of Part-time Instructors (132) and Full-time Instructors (2), often referred to as sessional instructors, who are hired to deliver specific academic courses and supervise clinical courses on a contract basis.

1.2.4 Full-and part-time, continuing, probationary, and term Senior Lab Instructors (27) are the third-largest group of Members.

1.2.5 Finally, the bargaining unit comprises Librarian Members (9), both academic librarians and archivists.

1.3 History of Bargaining

1.3.1 A history of negotiations is presented here to inform the rest of this brief, and because, as was recently acknowledged by Arbitrator Larson:

An interest arbitration is a mere extension of the bargaining that occurred. If the arbitrator is precluded from considering what happened in the negotiations, the arbitration would have to proceed as if there had been no previous bargaining at all, as if it was the start of a new set of negotiations. And it would use the premise that a privilege against disclosure ought to be applied to encourage a settlement that did not happen and to avoid an arbitration that is itself the only means available to resolve the dispute.

The fact is that the overwhelming preponderance of arbitral authority is that evidence of negotiations is admissible in interest arbitration proceedings based primarily upon the replication theory of collective agreement formation. This approach requires the arbitrator to essentially prescribe terms of the collective agreement that mimic what the parties would have done for themselves had the negotiations not broken down. In order to do that, the arbitrator must necessarily take into account the negotiations that precede the arbitration in the absence of which the arbitrator would have no base to make the decision. It is an approach that is precisely the opposite of what the Union is arguing in this case which would preclude replication and would have me devise terms of the new

collective agreement without reference to the negotiations as if they had never occurred.
Fortis BC Inc. v. International Brotherhood of Electrical Workers Local 213
(Renewal Collective Agreement Proceedings Grievance) (2014) (Larson), BoA, Tab 1
at paras. 58 –59

1.3.2 The history of bargaining that follows is pertinent to the adjudication of this dispute because it reveals that the UNBC-FA bargaining team had a clear mandate from its members, that the UNBC-FA was capable of fully achieving that mandate through collective bargaining, that the UNBC-FA membership proved its commitment to achieving its mandate by mounting a very successful strike, and that the Employer (not the Union) triggered Section 55 at the point of the Union's greatest leverage.

1.3.3 UNBC was founded by statute in 1990 as British Columbia's fourth research university. The first faculty were hired in 1992, and a Faculty Handbook was created by two members of the interim governing council of the university to establish terms and conditions of employment. This first Handbook was created in 1992 from provisions in effect at the other research universities: UBC, SFU, and the University of Victoria. Thus, from the start the terms and conditions of employment at UNBC were intended to be characteristic of those in effect at high-quality research institutions. The 1992 Handbook was introduced as a temporary measure to be replaced by negotiation once a faculty association was formed. (See BoE, Tab A-10).

1.3.4 An association was soon forthcoming. The UNBC-FA was founded in 1994 under the Societies Act of British Columbia. From its inception, the UNBC-FA represented all of those involved in delivering the academic mission of the university: professors, academic librarians, and part-time instructors. Senior Laboratory Instructors (SLIs) were first hired in 1996 as term employees outside of the bargaining unit, but were incorporated into the bargaining unit in 1998.

1.3.5 Through a lengthy and difficult negotiation that included the replacement of the Employer's team, a first Faculty Agreement was ratified on 14 June 1995. The negotiating teams for both parties received external bargaining assistance, from the Association of Universities and Colleges of Canada and the Canadian Association of University Teachers respectively.

1.3.6 The final agreement was substantial and standard for the sector. The Agreement formed the basis for subsequent successful negotiations, which proceeded in the manner typical of faculty association bargaining, including the identification of comparators for purposes of analysis. Indeed, that the term "Agreement" was used instead of "Handbook" (a term still in use at the University of Lethbridge) indicates the typicality of the process that created this first iteration of the Agreement.

1.3.7 Similarly, though never formally recognized by the Employer, the Association enjoyed *de facto* recognition as sole bargaining agent, with acknowledged negotiating and grievance rights more usually associated with unionized associations (and in some cases stronger than those of faculty associations at other research universities in British Columbia).

1.3.8 Faculty Agreements were successfully negotiated for 1994 – 1998, 1998 – 2001, 2001 – 2004, 2004 – 2006, 2006 – 2010, and 2010 – 2012. These six agreements were also the basis of the agreement awarded by Arbitrator Ready in 2012 – 2014. This seventh and final iteration of the Faculty Agreement contains 259 pages and is a mature document governing terms and conditions of employment ranging from Academic Freedom to Discipline and grievance handling. Much of the Faculty Agreement represents sector-norm terms and conditions of employment. The maturity of the Agreement is a testament to past UNBC-FA negotiating teams and to the shared goal of Employer and Association: creating and sustaining a top-ranked university in northern British Columbia.

1.3.9 Over the past two rounds of negotiating, however, the parties were unable to reach an agreement that dealt with the increasing compensation gap between UNBC-FA Faculty and those at other Canadian universities. Members of the UNBC-FA became convinced that while it had been treated as a *de facto* union in many respects, the Association was experiencing diminishing returns at the table and needed new tools to face this new situation. Compensation was one of few – but serious – issues that led first to the UNBC-FA’s recourse to arbitration and then, in 2014, to the Association’s successful certification drive.

1.3.10 When the UNBC-FA Membership decided to certify as a union, it did so with the explicit knowledge that unionizing was the only realistic way to achieve a sector-norm agreement. Based on that understanding, the UNBC-FA Executive was given a mandate of over 90 percent in favour of certifying.

1.3.11 Consistent with the rationale for certifying, the UNBC-FA Executive gave the UNBC-FA bargaining team a very clear and explicit mandate: to achieve a first collective agreement consistent with collective agreements amongst our unionized comparators. From the very moment that the UNBC-FA bargaining team began preparing for negotiations, the mantra of a “sector-norm” collective agreement was always the Membership-driven, publicly endorsed mandate for the negotiating team. This mandate and goal were also realistic, given that in many respects the Faculty Agreement – negotiated without the benefit of certification – was strong and represented terms and conditions of employment characteristic of Canadian universities.

1.3.12 The Union negotiating team analyzed the existing Faculty Agreement and determined that while many of its provisions reflected the norm in the sector and could be adopted as part of a new collective agreement, a few others were far out of step with the sector and needed improvement. The proposals presented by the UNBC-FA in June 2014 were based in this careful analysis and reflected provisions common in Canadian universities and among appropriate comparators.

1.3.13 Unfortunately, the Employer tabled proposals in July 2014 that departed radically both from the sector norm and from the Faculty Agreement that had been crafted between the parties and had served them well in most respects. That is, the Employer appears to have decided that a unionized faculty would be entitled to a *weaker* agreement rather than an improvement of the existing, longstanding Agreement between the parties.

1.3.14 Moreover, the Employer early on showed extraordinary interest in negotiating “from

scratch” articles that might be considered “motherhood” issues, such as the Purpose Statement and Academic Freedom articles. The UNBC-FA Agreement contained provisions for these matters that were entirely normal.

1.3.15 While the Employer was unable to point to any problems with or mischief arising from previously existing articles, its team was also unwilling to agree that those articles should form part of a collective agreement. Indeed, many versions of the Purpose Statement and the Academic Freedom article crossed the table before agreement could be reached on these provisions – provisions in place at every university in Canada.

1.3.16 To be clear, these provisions did not represent gains for the Faculty Association. The Union was, rather, succeeding only in pushing back the Employer’s attempts to remove or diminish the provisions of the Faculty Agreement, which were the result of seven former rounds of bargaining. While a few sector-norm articles of this type (previously enjoyed provisions now under attack by the Employer) were signed in August, progress had ground to a halt by the end of that month.

1.3.17 Faced with the knowledge that the Employer was refusing to table sector-norm provisions and attempting to diminish or destroy the long-standing Faculty Agreement, and aware that the negotiations might well go on for years at this rate, the UNBC-FA Membership voted unanimously on 3 September 2014 in favour of a motion that had been unanimously endorsed by the FA Executive the day before. The motion stated that:

1. The Membership of the UNBC-FA rejects the Employer’s contract proposals tabled on 29 July and calls on the Employer to negotiate towards a sector-norm collective agreement that improves, rather than diminishes, the working environment of faculty.
2. The Membership endorses in principle the proposals tabled by the UNBC-FA on 11 and 12 June.

1.3.18 After the Membership’s show of solidarity, the Employer did agree to some more sector-norm proposals thereafter, but once again dug in on remaining items by the beginning of October. In the first six months of bargaining (May to October), the parties concluded only nine articles. Given this unacceptably slow progress, the Union applied, in October 2014, for the assistance of a mediator under Section 74 of the Labour Relations Code (LRC).

1.3.19 During mediation, which commenced on 5 November 2014, the UNBC-FA bargaining team did not depart from its commitment to achieve a sector-norm agreement. To have done so would have been to contravene the explicit mandate given by the UNBC-FA Executive, publicly endorsed by the Membership.

1.3.20 With the assistance of Labour Relations Board (LRB) Mediator Trevor Sones, more articles were concluded in November and December, based largely on the rollover of existing sector-norm articles from the 2012 – 2014 Agreement. Unfortunately, the Employer refused thereafter to abandon its remaining non-sector norm proposals. The Employer’s team continued to table proposals either rare or absent in the collective agreements of our comparators – even abandoning convergence on a number of articles. Once again, this was not a case where the

Union had made substantial gains and the Employer now entrenched on its own priorities. Rather, the Union had “won” back its existing pre-certification rights, and the Employer now responded by entrenching its position and, in some cases, proposing provisions even farther from sector norms than it had previously advanced. By the end of 2014, the parties had met on 32 occasions, for a total of more than 170 hours, but had signed off only 43 articles.

1.3.21 In an effort to achieve greater progress at the table, the UNBC-FA Executive asked the Membership to give it a mandate to call a strike if necessary. The Membership responded with alacrity. The Executive was given an 85 percent strike mandate in January 2015. Though there was some movement at the table in the aftermath of the strike vote, the Union’s hopes that a strike mandate would convince the Employer to table sector-norm proposals were largely unrealized. Ten more articles were signed off in February when, with job action imminent, the Employer began to move on key provisions such as Evaluation, an area in which the previous Faculty Agreement had been out of step with comparators.

1.3.22 By this time, after well over 200 hours of negotiations, 54 articles had been signed off. On those, the Union had achieved sector-norm provisions. However, the Employer began “packaging” unrelated articles, insisting that it would move towards sector norm on a few issues (to the benefit of some sectors of our Members) only if the Union would accept very disadvantageous terms and conditions on the others (to the great detriment of most of our Members).

1.3.23 With progress grinding to a halt by early March, the UNBC-FA called a legal strike, which commenced on 5 March 2015. The job action was supported by UNBC’s CUPE staff, who remained on the picket line for the duration of the strike. The UNBC-FA also experienced tremendous solidarity from other labour unions in Prince George and from UNBC students, who hosted rallies and showed their support both through social media and by walking the picket line.

1.3.24 The lines of the UNBC-FA were further bolstered by faculty unions from across the country, who sent members to walk the line and donations to sustain the strike effort. The financial viability of the Union was not at risk, both because of the solidarity donations and because the Union had immediately upon certifying joined the CAUT Defence Fund, a dues-subscription fund that provides strike pay to member unions.

1.3.25 The UNBC-FA’s bargaining team repeatedly told the Employer that the Union was available to negotiate at any time during our strike, but also made clear that picket lines would not come down until a deal was reached. However, during the few negotiating sessions that were held, the Employer appeared intent only on tabling breakthrough (non-sector norm) proposals consistent with attempts to divide the Members. No negotiations were held after 14 March.

1.3.26 The strike was extraordinarily solid, making evident the UNBC-FA Membership’s unwavering commitment to a sector-norm agreement. In the face of such union solidarity and student and public support, instead of choosing further collective bargaining, the Employer triggered Section 55 on 18 March 2015. The Employer did so without ever abandoning its

breakthrough proposals.

1.3.27 At the moment that the Union learned that the Employer had triggered Section 55 of the Labour Relations Code (LRC), the Membership was exhibiting greater resolve and determination than ever. Notably, the UNBC-FA arguably was at its point of greatest leverage, given that a longer strike would have imperiled (or at least necessitated extension of) the academic semester. Experience at other universities has shown that substantial gains are generally made by unions in like circumstances. The Employer's triggering of Section 55 was, from the perspective of the Union, an end-run around that possibility.

1.3.28 The UNBC-FA reiterates that Arbitrator Larson has acknowledged relevance of the history of negotiations to the process of replication. Clearly, the history of negotiations is not the only consideration in replication; objective criteria, as will be discussed below, are at least as significant.

1.3.29 But if the history of negotiations is relevant in an ordinary interest arbitration, it is much more so in a Section 55 arbitration where an arbitrator seeks to avoid "mirror[ing] any great imbalance of power between parties" (*Yarrow Lodge Ltd. (Re)*, (1993) (Lanyon, Chair) (BoA, Tab 2 at pp. 59 –60).

1.3.30 Given the current constraints on collective bargaining in British Columbia, it could also be argued that a first collective agreement is a public-sector union's *best* opportunity to achieve sector-norm compensation standards. This opportunity was also foreclosed by the Employer's triggering of Section 55.

1.3.31 The UNBC-FA asserts that the following are relevant considerations that arise from the history of bargaining:

- the clear mandate of the UNBC-FA bargaining team;
- the process of negotiations;
- the exceptional resolve of the UNBC-FA membership, and its successful strike; and
- the fact that the Employer, not the Union, triggered Section 55 at the point of the Union's greatest leverage.

The Union believes that all of these considerations are germane to the adjudication of this dispute under Section 55 of the BC Labour Code.

2. Principles

2.1 Section 55 Arbitration: Major Principles

2.1.i Section 55 arbitrators have been guided by the British Columbia Labour Relations Board's *Yarrow* ruling of 1993. That document, occasioned by the LRB's need to issue its first formal decisions respecting the application of Section 55 of the Labour Relations Code, still guides Section 55 arbitrators today and is cited by interest arbitrators across the country.

2.1.ii The *Yarrow* decision, authored by a panel composed of Stan Lanyon, Brian Foley, Margaret Arthur, Linda McKenna, and Gary Kobayashi, explained that:

In reviewing the past policy of the Board and the policy of other jurisdictions in Canada, we set out the following criteria to be used by arbitrators in determining the terms and conditions of a first collective agreement. These criteria are in addition to the points made above concerning the term of an imposed collective agreement and the inclusion of certain fundamental collective agreement rights.

Our objective is to provide arbitrators with both guidance and flexibility in determining the actual terms and conditions of employment. These factors are as follows:

1. A first collective agreement should not contain breakthrough or innovative clauses; nor as a general rule shall such agreements be either status quo or an industry standard agreement.
2. Arbitrators should employ objective criteria, such as the comparable terms and conditions paid to similar employees performing similar work.
3. There must be internal consistency and equity amongst employees.
4. The financial state of the employer, if sufficient evidence is placed before the arbitrator, is a critical factor;
5. The economic and market conditions of the sector or industry in which the employer competes must be considered.¹

¹ *Yarrow* further explains that "Once a decision has been made to impose a first collective agreement, the next issue concerns the actual terms and conditions of the imposed first collective agreement. We begin the examination of this issue with the Board's original jurisprudence under Section 70. In *London Drugs*, supra, the Board set out the following criteria in deciding what the terms and conditions would be in a first collective agreement: 1. the first contract should not be used to achieve major breakthroughs in collective bargaining; 2. the terms of the agreement should 'reflect a fairly general consensus of what should be in a collective agreement, as tailored to the requirements of the operation before us'; 3. '...as regards to monetary settlement we do not consider ourselves constrained to adopt the modest award simply because this is a first contract'; 4. the collective agreements imposed had to be 'sufficiently attractive to the employees affected by them that they will think twice before applying to

Yarrow Lodge Ltd. (Re), (1993) (Lanyon, Chair) (BoA, Tab 2 at pp. 59 – 60)

2.1.iii *Yarrow* also stated that:

In attempting to arrive at the actual terms and conditions of a first contract, arbitrators usually employ two framework principles: the “replication” principle, and what is “fair and reasonable in the circumstances.”

In applying the replication principle, an arbitrator’s objective is to replicate or construct a collective agreement which reflects as nearly as possible the agreement that conventional bargaining between the parties would have produced had they themselves, been successful in concluding a collective agreement. This approach seeks to put both parties in the same position they would have been had there been no breakdown in negotiations.

However, arbitrators try to overcome one serious flaw in this approach; that is, they do not simply want to mirror any great imbalances of power between parties in drafting the terms and conditions of employment. They will attempt to look at other objective criteria – for example, the terms and conditions of employment of other employees performing similar work. They therefore, in addition to employing the replication principle, impose what they consider to be fair and reasonable terms and conditions. We endorse both these approaches in the determination of first collective agreements.

Yarrow Lodge Ltd. (Re), *supra* (BoA, Tab 2 at pp. 57 – 58)

2.1.1 Replication and evaluation of “fair and reasonable terms” by reference to objective criteria

2.1.1.i As explained in *Yarrow*, in framing their awards, arbitrators normally seek to determine as closely as possible what the parties might have negotiated under the conditions of free collective bargaining, but arbitrators distinguish the replication process from speculation, mediation, and “adjustment.” Speculation, mediation, and adjustment seek to imagine a result to which both parties would agree – an impossible task.

rid themselves of their union representatives...’; and 5. in regard to union security the Board stated, ‘...We intend to write union security provisions which will not prove distasteful to the employees during this very important first year of a collective agreement.’” *Yarrow Lodge Ltd. (Re)*, *supra* (BoA, Tab 2 at p. 16)

2.1.1.ii Instead, as Arbitrator Colin Taylor stated in 2003,

interest arbitration is an adjudicative method of decision making as opposed to an adjustment method.

Government of British Columbia and the British Columbia Crown Counsel Association (2003) (Taylor, Q.C.) (BoA, Tab 3 at pp. 9 – 10)

2.1.1.iii Or, as restated by Arbitrator Larson in 2014,

As I said in *Health Employers Association of BC (Canadian Blood Services) and HEU* (2011), 207 LAC (4th), 217 at para 42, “... how can one say what the parties would agree to when they were not able to reach the very agreement that they say ought to have been reached?” It is also the reason why an adjudication model is typically also used in conjunction with the replication model by which to derive the appropriate terms of the new collective agreement.

FortisBC Inc. and International Brotherhood of Electrical Workers, Local 213 (2014) (Larson) (BoA, Tab 4 at p.19, para. 87)

2.1.1.iv Insofar as an arbitrator’s task requires a process of adjudication rather than speculation on outcomes, replication then requires the use of the most objective information available respecting the terms and conditions of work prevailing at comparable workplaces. Arbitrator Taylor expressed the principle of replication this way:

It is not the function of an interest arbitrator to speculate as to how the issues would likely have played out in the dynamics of collective bargaining. Nor is it his or her function to fashion a settlement based on a reasonable compromise between the negotiating positions of the two parties. The interest arbitrator is required to “act adjudicatively” and base the final result on rational objective criteria: *Re Beacon Hill Lodges of Canada and Hospital Employees Union (1985) 19. L.A.C. (3d) 288 (Hope) and Welland, supra*.

The arbitral jurisprudence establishes that to achieve replication, the interest arbitrator must engage in an objective analysis of the terms and conditions of employment prevailing for similar work in the relevant labour market. In other words, what is the prevailing standard in relationships in which similar work is performed in similar working conditions.

City of Whitehorse and International Association of Fire Fighters, Local 2217 (1993) unreported (Taylor). Cited in Taylor, *supra* (BoA, Tab 3 at p. 10)

2.1.1.v “Fair and reasonable terms” based on objective criteria are, therefore, not in opposition to replication; indeed, replication relies upon them. As Arbitrator Sims (Chair) wrote in a 2011 decision at the University of New Brunswick,

Replication and comparability are related but distinct processes. As the Chair of the Board said in:

Northern Alberta Institute of Technology v. Alberta Union of Provincial Employees
[2009] C.L.B. 1756

...interest arbitrators should apply the replication principle, using agreements entered into by others as a key indicator of what these parties might have ultimately accepted in a free collective bargaining situation. While replication is not the same as comparability, the latter is the best guide available in assessing the former. Arbitrator Picher summarized the comparability approach as follows:

...the exercise becomes primarily comparative. It is reasonable to assume that the parties would have made a collective agreement generally comparable to others in the same industry and geographic area. A first point of reference, therefore, is the collective agreements which have been freely negotiated between similarly situated Unions and employers within the same industry and within the same or similar locations.

Crane Canada Inc. and Teamsters Local Union 419, unreported decision, September 8, 1988 (Michael Picher) at p. 9.

University of New Brunswick and Association of New Brunswick University Teachers, 2011 (Sims, Chair), BoA, Tab 5 at p. 8

2.1.1.vi In the present case, “the first point of reference” – the objective criteria for adjudication of this dispute – is provided by the collective agreements in effect at comparable universities in Canada.

2.1.2 Process for establishing appropriate comparators for UNBC

2.1.2.i The UNBC-FA acknowledges that the identification of comparator institutions is essential to arbitrators’ efforts to adjudicate disputes such as this one. *Yarrow* has noted that

the use of comparables, is something which has been part of the history of interest arbitration since its inception, and is perceived by both parties to be an objective criteria and in line with their expectation as to what the result at the bargaining table ought to be.

Yarrow Lodge Ltd. (Re), *supra* (BoA, Tab 2 at p. 60)

2.1.2.ii The UNBC-FA believes that it is appropriate that interest arbitrators, in their efforts to achieve replication, seek to identify

the prevailing standard in relationships in which similar work is performed in similar working conditions.

Taylor, *supra* (BoA, Tab 3 at p. 10)

2.1.2.iii That normally means seeking to identify comparator institutions. In 2010, Arbitrator Teplitsky argued that

comparables are usually examined for two different reasons. One reason is to determine whether the equitable principle of equal pay for equal work is followed. Ordinarily, persons living and working in the same general area performing the same work should receive more or less the same compensation. ... Another use of comparables is to determine a wage increase in any particular year.

University of Toronto and University of Toronto Faculty Association, (2010) (Teplitsky) (BoA, Tab 6 at p. 10)

2.1.2.iv Comparators can be established in a number of ways. Ranking is one of them. UNBC, like other institutions, regularly and publicly compares itself to a list of highly ranked primarily undergraduate universities, discussed below.

2.1.2.v While rankings provide one measure of an institution's appropriate comparators, other objective criteria can serve in the process of comparison. In 2011 Arbitrator Andrew Sims provided guidance in identifying suitable comparators for universities. In a decision relating to a dispute between the University of New Brunswick and its faculty association, Sims noted that the parties had agreed that comparable universities

- Will offer a similar scope of programs over a wide range of undergraduate and graduate faculties including Professional Faculties,
- Will be institutions of relatively similar size,
- Will have a similar research profile,
- Will be ones for which reliable objective data is available, and
- As a group will be geographically representative of such Universities in Canada.

Sims, *supra* (BoA, Tab 5 at p. 15)

2.1.2.vi The wisdom of Sims's approach, and of using multiple comparators, was confirmed by Arbitrator Keller in a 2014 board decision at UNB:

There is no obvious magic formula to achieving replication. It is for this reason that arbitrators broaden their consideration and look at comparability. Comparability, however, is multifaceted. It is not sufficient to look at what is provided in any one other collective agreement and conclude that it is an appropriate comparable. Comparability specifically means looking at various factors, including those referred to above, by the Sims Board.

University of New Brunswick and Association of University of New Brunswick Teachers (2014) (Keller, chair) (BoA, Tab 7 at p. 7)

2.1.2.vii The Union uses Sims's criteria, adding the criterion of unionization, to develop a suitable list of comparators. In addition, as detailed further below, the Union considered lists of comparators used previously and currently by the Employer. In the section that follows, the selected comparators are explained and defended.

3. Establishing Comparators

3.1 The UNBC-FA's List of Comparators: Criteria and Findings

Based upon Sims's categories listed above, the UNBC-FA here presents and defends its list of appropriate comparators for UNBC.

3.1.1 UNBC can be compared with highly ranked primarily undergraduate universities

3.1.1.i UNBC is frequently compared with other small primarily undergraduate universities in Canada. The Employer's response to the *Maclean's* annual ranking of Canadian universities represents an acknowledgement that it is most appropriate to compare UNBC with other universities in that magazine's list of small primarily undergraduate universities.

3.1.1.ii Indeed, UNBC has been ranked as the very best of these universities – a high ranking embraced by the Employer. After frequently placing second or third in the rankings, UNBC was ranked first in the 2016 *Maclean's* ranking of small primarily undergraduate universities in Canada. The most recent *Maclean's* ranking is as follows (BoE, Tab A-17):

1. University of Northern British Columbia
2. Trent University
3. University of Lethbridge
4. Mount Allison University
5. Acadia University/ St. Francis Xavier University (tied)
7. Saint Mary's University
8. University of Prince Edward Island
9. Lakehead University
10. University of Ontario Institute of Technology
11. Laurentian University
12. Bishop's University
13. University of Winnipeg
14. Moncton University/ St. Thomas University (tied)
16. Brandon University
17. Mount Saint Vincent University
18. University of Cape Breton/Nipissing University (tied)

3.1.1.iii UNBC made its first appearance on the list in 1998, only four years after Queen Elizabeth II officially opened the new campus. UNBC debuted in ninth place, but was already in first place for research (<http://www.unbc.ca/25/unbc-history>), a clear indication of its excellent faculty. UNBC was also ranked among the top three “leaders of tomorrow.”

3.1.1.iv In 2004, *Maclean's* named UNBC the best small university in Western Canada, a label the Employer embraced with pride; the Employer regularly and justifiably used the slogan "Best in the West" to describe UNBC. As the university's rankings improved, the University's use of the *Maclean's* rankings gained higher profile.

3.1.1.v Over the past decade, the Employer has remarked repeatedly upon the university's placement in the *Maclean's* annual ranking. Indeed, being among the very best is central to UNBC's identity and "brand." The Employer refers to and relies heavily on rankings and describes UNBC as "one of Canada's best small universities" (<http://www.unbc.ca/about-unbc>). Furthermore, on 28 October 2015, a "#1 in Canada" logo replaced the "#2 Nationwide" logo (see Figure 1) that had previously been displayed prominently at the foot of every page on UNBC's University's website.



Figure 1. On the very day the *Maclean's* rankings were released the "#1 in Canada" logo (left) replaced the "#2 Nationwide" image prominently displayed at the bottom of every page of UNBC's website.

3.1.1.vi The Employer clearly takes pride in UNBC's national standing and ranking amongst small primarily undergraduate universities in Canada. The reference to UNBC being "#1 in Canada," and formerly to "#2 Nationwide" represents the Employer's clear, explicit, and public acknowledgement of the appropriateness of placing UNBC together with the other eighteen universities in the *Maclean's* list of small primarily undergraduate universities.

3.1.1.vii It is noteworthy that the Employer thus also acknowledges that UNBC wishes to compare itself with a *national* group of comparators (which includes four universities in Nova Scotia, one in PEI, four in New Brunswick, one in Quebec, five in Ontario, two in Manitoba, and one in Alberta). No other British Columbia university is included on the *Maclean's* list of small primarily undergraduate universities.

3.1.1.viii In pondering rankings, any discussion of comparability ought to take into account not only the excellence that UNBC has achieved, but the central role of faculty in achieving that excellence. Faculty activities (research, teaching, and service) are crucial to the stated vision and mission of UNBC, reproduced below:

Our Vision

To be a student-centered, research-intensive university, uniquely northern and personal in character, responsive to the region we serve, and of national and international acclaim.

Our Mission

To improve the quality of life in our region, province and world by attaining the highest standards of undergraduate and graduate teaching, learning, and research. To serve our vast region by nurturing relationships and being innovative, resourceful and responsive to student and community needs.

<http://www.unbc.ca/about/>

3.1.1.ix While all of the university's employees are dedicated and important to its mission, the faculty are at the very heart of the academic enterprise. It is clear that it has fallen, falls, and will continue to fall to the faculty, more than to any other employee group, to achieve the university's vision and mission.

3.1.1.x It is the faculty who bear *primary responsibility* for "attaining the highest standards of undergraduate and graduate teaching." The University acknowledges that those standards have been attained, and that "our grads are generally more satisfied and have a higher employment rate than the grads of other BC universities." <http://www.unbc.ca/about-unbc/message-president>

3.1.1.xi It is also the faculty who conduct and disseminate the *vast majority* of the high-quality research carried out at UNBC. The faculty develop research programs and partnerships, apply for the research funding in which the university takes pride, and conduct the scholarly activity that makes the university "research-intensive."

3.1.1.xii In addition, the faculty are crucial participants in the governance of the university, creators and administrators of its curricula and academic programs, and nurturers of constructive relationships between the university and stakeholder communities in the region.

3.1.1.xiii Thus, to the extent that the university accomplishes its mission to "improve the quality of life in our region, province and world," and to the extent that the university has achieved a reputation for excellence in research and teaching, *the faculty, more than any other group, is responsible*. In short, it would be impossible for UNBC to achieve its vision or mission without its faculty.

3.1.1.xiv The vision statement of UNBC (cited above) makes clear that the university aspires to "national and international acclaim." It aspires not to mediocrity, and not to local or provincial acclaim, but to the highest standards in teaching, learning, and research in Canada and globally. It stands to reason then, that the university seeks to fill and has filled its academic positions not merely with faculty of average skills, knowledge, and accomplishments, but with faculty of exceptional abilities.

3.1.1.xv The UNBC-FA asserts that the Employer has explicitly acknowledged that:

- **comparisons between UNBC and other small universities in Canada are apt;**
- **UNBC is among the very best of such universities; and**
- **its faculty and their activities have central importance to the university's mission, vision, and achievements.**

3.1.1.xvi The centrality of faculty to the university's mission and excellence is not merely an interesting fact; it is an important factor to consider in assessing the rationale for comparability and in determining the appropriate level of compensation, as is discussed below.

3.1.1.xvii The UNBC-FA’s proposals are normal within the “sector” composed of the nineteen universities to which UNBC compares itself; however, in terms of national rankings of primarily undergraduate universities, UNBC is most like Trent University, the University of Lethbridge, and Mount Allison University.

3.1.2 UNBC can be compared to other universities of similar scope

3.1.2.i The criteria identified by Arbitrator Sims suggest that comparison should also consider whether universities offer “a similar scope of programs over a wide range of undergraduate and graduate faculties including Professional Faculties” (Sims, *supra*, BoA, Tab 5 at p. 15).

3.1.2.ii UNBC places emphasis on graduate teaching and professional training, an emphasis clearly reflected in the structure of the university. Because of the university’s foundation as a research institution, graduate programs have been an important part of UNBC’s mission since its inception. Masters programs have been offered since 1994, with doctoral programs commencing in 1996. Today there are 27 Masters programs and 3 doctoral programs at the university. UNBC also houses professional schools in Nursing, Social Work, Education, Planning, Business, Medicine, and Engineering.

3.1.2.iii Furthermore, graduate teaching and supervision have long been requirements for tenure and promotion. The 2012 – 2014 UNBC-FA Agreement stipulated that, in order to be promoted to Associate Professor, Faculty Members needed to have “a record of effective teaching at all levels available ... including, where appropriate, the direction of graduate students” (Article 22.13.5.1a). The direction of graduate students is available to virtually all Faculty Members, and many participate in several graduate programs. Thus, graduate teaching is assumed to be part of the job of UNBC-FA Faculty.

3.1.2.iv Several of the universities in the *Maclean’s* list of small primarily undergraduate universities do not have graduate programs. According to Sims’ criterion, therefore, UNBC may be best compared with universities with significant graduate and professional programs. Among the primarily undergraduate universities, such universities are the University of Prince Edward Island, University of Lethbridge, Brandon University, and Lakehead University.

3.1.3 UNBC can be compared to institutions of relatively similar size

3.1.3.i As discussed above, Arbitrator Sims enumerated “relatively similar size” as an appropriate criterion for comparison (Sims, *supra*, BoA, Tab 5 at p. 15).

3.1.3.ii In terms of its size, we suggest that UNBC (with 2830 FTE) may be best compared with universities of similar size, including Mount Allison (2496), Acadia University (3306), Brandon University (2647), and the University of Prince Edward Island (3876) (*CAUT Almanac of Post-Secondary Education in Canada* 2014–2015 [Ottawa: CAUT, 2014], p. 30).

3.1.4 UNBC can be compared to institutions with similar research profiles

3.1.4.i Arbitrator Sims included research profile as a criterion for establishing comparators (Sims, *supra*, BoA, Tab 5 at p. 15), and within the university sector, research intensity is considered an important characteristic. “Research universities” are commonly understood to be different from those without strong research mandates.

3.1.4.ii Despite its small size, UNBC is considered one of BC’s four research universities, along with UBC, SFU, and UVic. It is important to understand that few other small universities in Canada have as high a research profile as UNBC. To quote the Employer’s own promotional website:

For its size, UNBC is among the most research-intensive universities in Canada and many faculty are international leaders in their fields. Much of UNBC’s research focuses on the social, economic, environmental, and cultural issues of the North. This has led to the establishment of world-class research in such areas as Natural Resources and the Environment; Rural, Remote, and Northern Health; and the Sustainability of Communities.

<http://www.unbc.ca/about-unbc/facts/teaching-and-research> (accessed 15 September 2015)

3.1.4.iii UNBC’s *Maclean*’s rankings have been strengthened by its excellence in research, and the university’s research performance has been recognized in other quarters. In 2001, in the first year of the Canada Research Chairs program, UNBC “received two federally funded Canada Research Chairs... a feat matched by only one other small university.” (<http://www.unbc.ca/25/unbc-history>).

3.1.4.iv Accolades for UNBC’s research strength continued to flow in, and by 2010 UNBC was named top small university in a national research survey by Research InfoSource. According to the Employer’s website, “the survey measured number of faculty, their research earnings, and their publishing success with UNBC achieving the best score of any university outside of Ontario” (<http://www.unbc.ca/25/unbc-history>).

3.1.4.v Thus, based on the Employer’s own descriptions of UNBC, the university should be compared with other research-intensive universities.

3.1.4.vi UNBC’s research intensity reflects the avocation of its faculty, but research is also required of them. All Faculty Members must engage in significant scholarly activity. Faculty Members have had to meet stringent criteria to earn tenure and to be promoted at UNBC. For example, the 2012 – 2014 FA Agreement specifies that in order to be promoted to the rank of Full Professor, a Faculty Member must have “a sustained and productive program of scholarly activity and, where appropriate, professional activities, with achievements that are of sufficient significance to be recognized nationally or internationally” (Article 22.13.6.1). It stands to reason, therefore, that Members’ rewards for achieving this standard should be at least as high as at other small universities, and that, in fact, salaries at larger research-intensive universities would provide apt comparisons.

3.1.4.vii Thus, UNBC should also be compared with other universities with similar research mandates and profiles. Research funding provides one means of making this comparison. There are undoubtedly challenges to using funding as a simple measure of research intensity: major schools (and smaller ones) with large engineering and medical faculties earn a disproportionate share of Canada's available research dollars. But funding does provide some insight into UNBC's research intensity.

3.1.4.viii Here again, UNBC is "Number One." UNBC's funded research per faculty member for 2014 leads all primarily undergraduate universities (indicated below in boldface). UNBC's profile also matches or exceeds that of some much larger comprehensive universities (indicated in italics). Figure 2 shows the average research awards (per full-time faculty) acquired by UNBC in 2014.

Figure 2. Research profile of UNBC (Selected universities, with small primarily undergraduate universities shown in bold)

University	Number of Full-Time Faculty (2013 – 2014)	Research Awards per full-time faculty x \$1000
<i>Carleton University</i>	748	79.1
UNBC	173	71.2
Lakehead University	325	69.9
<i>Concordia University</i>	777	58.8
<i>York University</i>	1348	58.4
Trent University	257	56.7
University of Prince Edward Island	239	55.4
University of Lethbridge	335	54.4
University of Ontario Inst. of Technology	187	52.5
<i>University of Regina</i>	398	46.4
Laurentian University	400	42.8
St. Francis Xavier University	221	39.1
St. Mary's University	247	35.4
Acadia University	202	34.7
Université de Moncton	353	30.5
University of Winnipeg	265	29.6

Source: ReSearch Infosource: <http://www.researchinfosource.com/pdf/2015Top50List.pdf>

Figure 2 reveals that the research awards secured by UNBC faculty compare very favourably with those earned at two much larger universities (Concordia and York) and at the other small universities in the country. Among primarily undergraduate universities, none outranks UNBC in research funding per faculty member.

3.1.4.ix It is noteworthy that only 12 of the 19 universities categorized by *Maclean's* as small, primarily undergraduate universities even appear on ReSearch Infosource's list of top 50 research universities. Of those that do make the list, most have research profiles well below that of UNBC.

3.1.4.x Thus, in terms of research profile, primarily undergraduate universities such as Lakehead University, Trent University, the University of Prince Edward Island, and the University of Lethbridge make particularly apt comparators.

3.1.5 UNBC can be compared with other relatively isolated Canadian universities

3.1.5.i As noted by Arbitrator Sims (2011), one of the categories for comparator universities is that “as a group [they] will be geographically representative of such Universities in Canada” (Sims, *supra*, BoA, Tab 5 at p. 15).

3.1.5.ii Faculty at UNBC are situated in small and medium-sized cities (Quesnel, Fort St. John, Terrace, and Prince George) that are relatively isolated geographically from major cities with larger international airports. The communities in which UNBC’s campuses are situated are relatively northern (compared to primarily undergraduate universities in general) and remote.

3.1.5.iii The UNBC-FA agrees that other relatively geographically isolated universities in Canada are suitable comparators with UNBC. In this regard, UNBC is most like the University of Prince Edward Island, Brandon University, Laurentian University, and Lakehead University.

3.1.6 UNBC can be compared with other universities where faculty are unionized

3.1.6.i Unionization is obviously a relevant criterion for the purposes of replication. Among the highly ranked primarily undergraduate universities, only the University of Lethbridge is non-unionized. In the present case, which includes not only a unionized faculty association but a strike vote followed by a highly successful strike, unionization becomes an even more important criterion.

3.1.6.ii Therefore, the most relevant comparators in relation to this criterion are Acadia University, Brandon University, Lakehead University, Mount Allison University, the University of Prince Edward Island, St Francis Xavier University, and Trent University.

3.1.6.iii The results of comparison across the Sims criteria can be seen below in Figure 3, with the following primarily undergraduate universities identified as strong comparators.

Figure 3. Comparator universities in the *Maclean’s* primarily undergraduate list

Institution	Ranking	Scope	Size	Research	Location	Unionized	TOTAL
Mt Allison	•		•			•	3
Lethbridge	•	•		•			3
Acadia			•			•	2
Trent	•			•		•	3
St Francis Xavier						•	1
Lakehead		•		•	•	•	4
UPEI		•	•	•	•	•	5
Brandon		•	•		•	•	4
Comparators per criterion	3	4	4	4	3	7	

The UNBC-FA has included all of the institutions listed above on its list of comparators for the purpose of replication. Consistently strong across criteria are UPEI, Lakehead, and Brandon.

3.1.7 UNBC can be compared with universities that have been repeatedly used by the parties and/or by the Employer as comparators

3.1.7.i In the 2012 – 2014 and 2014 bargaining rounds, the Employer’s bargaining team refused to engage in discussions about appropriate comparators for UNBC. However, during the negotiation of some previous agreements, the parties utilized a list of comparators (BoE, Tab A-11). The list comprised Acadia University, Brandon University, Brock University, Lakehead University, Wilfrid Laurier University, University of Lethbridge, University of Regina, University of Saskatchewan, Trent University, and the University of Winnipeg.

3.1.7.ii This list is interesting because it includes small primarily undergraduate universities that appear with UNBC on the *Maclean’s* list, but it also includes several mid-sized and larger universities with graduate programs and significant research profiles. The University of Regina, whose research profile is similar to that of UNBC, is one of those universities.

3.1.7.iii Thus, in past negotiations the Employer has not only recognized the validity of comparison with a set of national comparators, but has included several larger research-intensive universities in its list of appropriate comparators. This reflects the distinctive qualities of UNBC, a small primarily undergraduate institution that is *also* research-intensive and *also* contains a variety of graduate programs and professional schools.

3.1.7.iv While currently eschewing the use of comparators in negotiations, the Employer has continued to rely upon comparators for the purposes of institutional analysis. In 2013, the UNBC Board of Governors approved a list of comparators for this purpose (BoE, Tab A-12). The list comprises St Francis Xavier University, Mount Allison University, Trent University, Lakehead University, University of Regina, and University of Lethbridge.

3.1.7.v Again, it is noteworthy that the Employer’s comparators are a varied list, including two small universities without graduate programs (St Francis Xavier and Mount Allison, the latter university being the only one to rank higher than UNBC on the *Maclean’s* list until UNBC surpassed it this year). The list also included three relatively small universities with some graduate (including PhD) programs (Trent, Lakehead, and Lethbridge). As in past negotiations, the list of comparators included the University of Regina, a mid-sized “comprehensive” university: that is, a university in which research and graduate education are integral to the mission of the institution.

3.1.7.vi In preparation for this arbitration, the UNBC-FA once again asked the Employer to identify the comparators being used by the Board of Governors for institutional analysis. The reply to this query is included in the Book of Evidence at BoE Tab 13.

3.1.7.vii Interestingly, the Employer seems to be using a larger and much more diverse list of comparators than in even the recent past. The top-ranked universities from the *Maclean’s* list appear on the Employer’s roster, as does almost the entire membership of the Research

Universities Council of British Columbia (RUC-BC), along with a short list of primarily undergraduate universities designated as “remote.”

3.1.7.viii The Employer’s utilization of the top-ranked *Maclean’s* institutions confirms the UNBC-FA’s assertion that national comparators are relevant, and that national ranking is a relevant – though not the sole – criterion in the assembly of a comparator list.

3.1.7.ix The second list submitted by the Employer contains five universities from the RUC-BC membership list, whose use to generate comparators for the purposes of replication would be novel. RUC-BC is a council of the presidents of six universities, including but not limited to the four designated research universities of British Columbia (UBC, UVic, SFU, and UNBC).

3.1.7.x The membership of RUC-BC is thus extremely diverse, comprising a top-ranked medical/doctoral university (UBC), top-ranked comprehensive universities (UVic and SFU), a top-ranked primarily undergraduate university (UNBC), and two institutions (TRU and RRU) whose histories and missions are unique and very distinct from those of the four designated research universities of British Columbia.

3.1.7.xi None of the institutions whose presidents are members of RUC-BC has ever been used as a formal comparator at UNBC. The UNBC-FA therefore asserts that the RUC-BC group does not constitute a useful pool of comparators for the purposes of replication.

3.1.7.xii The gloss to the Employer’s list of RUC-BC members indicates that the Employer has recently begun to place greater weight on comparisons with Simon Fraser University and the University of Victoria. Again, the UNBC-FA submits that such comparisons are problematic for the purposes of replication, given that these are much larger urban institutions defined as comprehensive universities.

3.1.7.xiii The group of universities that the Employer designates as “remote” *does* echo the list of universities developed by the UNBC-FA in its application of the Sims criterion of geographic representativeness. The UNBC-FA accepts the appropriateness of comparison with Brandon, Lakehead, Laurentian, and Lethbridge universities.

3.1.7.xiv The universities used in prior negotiations and by the Employer in institutional analysis are summarized in Figure 4 below.

Figure 4. Comparators previously used by the Employer in negotiations and for institutional analysis

	FA negotiations 2004 – 2006	FA negotiations 2006 – 2010	UNBC Governors 2013	UNBC Administration 2015	Total
Trent University	•	•	•	•	3
University of Lethbridge	•	•	•	•	4
Lakehead University	•	•	•	•	4
University of Regina	•	•	•		3
Laurentian University				•	1
St. Francis Xavier University			•		1
Mount Allison University			•		1
Saint Mary's University				•	2
Acadia University	•	•			2
University of Winnipeg	•	•			2
Brandon University	•	•		•	3
Brock University	•	•			2
Wilfrid Laurier University	•	•			2
University of Saskatchewan	•	•			2
University of British Columbia				•	1
Simon Fraser University				•	1
University of Victoria				•	1
Royal Roads University				•	1

The entire list confirms that national comparators have been considered relevant for much of UNBC's history. Many of these comparators have been primarily undergraduate institutions, but many others have been comprehensive research universities (University of Regina, Brock University, Wilfrid Laurier University, and the University of Saskatchewan). This reflects UNBC's hybrid character as a small, research-intensive university with many graduate and professional programs.

3.1.7.xv Moreover, the Employer has consistently considered a few institutions relevant as comparators: Trent, Lethbridge, Lakehead, Brandon, and Regina universities are the only institutions to appear either three or four times on this list. All five of these universities are therefore included in the UNBC-FA's list of comparators.

3.1.8 The comparator list proposed by the UNBC-FA for the purposes of replication

3.1.8.i The preceding section details the process by which the UNBC-FA arrived at its list of nine comparators for the purposes of this arbitration. Our list of comparators is as follows:

- Acadia University
- Brandon University
- University of Lethbridge
- Lakehead University
- Mount Allison University
- University of Prince Edward Island
- University of Regina
- St Francis Xavier University
- Trent University

3.1.8.ii The remainder of this brief relies on the above list of comparators. However, we reiterate that the UNBC-FA's **proposals are justified by** comparison with any of the nineteen primarily undergraduate universities on the *Maclean's* list, or, for that matter by comparison with the other research universities of British Columbia. Furthermore, any unionized larger public university could stand in for the University of Regina.

3.1.8.iii Finally, any analysis of the collective agreements of publicly funded universities in Canada would show that the proposals of the UNBC-FA are entirely within the sector norm.

3.2 Implications of Comparator Analysis

3.2.1 The foregoing discussion establishes the following principles relevant to an arbitrator's attempt to replicate any agreement that might have been reached between the parties under the conditions of free collective bargaining:

- that UNBC explicitly aspires to and achieves goals of excellence in teaching and research;
- that the faculty at UNBC have achieved excellence in both categories; and
- that the Employer has staked out UNBC's position near the pinnacle of primarily undergraduate universities in Canada.

3.2.2 Arbitrator Winkler, called upon to arbitrate a very similar dispute, wrote words directly transferable to the present situation:

Any attempt to replicate an agreement that might have been reached between the parties has to take into account the fact that the parties would be bargaining on common ground

with respect to their mutual, commendable devotion to the excellence and reputation of the University.

...

the University has staked out a position at the top of the relevant market or “industry segment.” It implicitly admits that maintaining that position depends to a large degree on maintaining the quality of its faculty and librarians. That in turn requires, leaving aside the intangibles, ensuring that the total compensation package available to those faculty members and librarians is sufficient to place them at the top of the market as well. That will be the starting point for our analysis of the specific proposals.

...

both the University and the Association view the University’s excellence as a teaching and research institution of higher learning being driven in large measure by the high quality of its faculty and librarians. Thus, compensation for its faculty and librarians must reflect a figure to maintain that high standard.

The Governing Council of the University of Toronto and the University of Toronto Faculty Association (2006) (Winkler) (BoA, Tab 8 at pp. 3, 8)

4. Issues in Dispute

4.1 Executive Summary of the UNBC-FA's Positions on Issues in Dispute

4.1.1 Monetary issues

4.1.1.i Salaries

Article 48: Compensation (BoE, Tab B-1).

4.1.1.i.1 The Union proposes a sector-norm salary grid, and sector-norm salaries. For the past two rounds of negotiations, the UNBC-FA has made compensation its top priority and has vigorously negotiated for sector-norm compensation.

4.1.1.i.2 At present, salaries at UNBC exhibit significant inequities, both external and internal. First, salaries lag far behind salaries in the university sector. This “low/bottom standing” has been acknowledged by the Employer and was recognized by Mr. Ready in his award in the 2012 – 2014 round of negotiations.

4.1.1.i.3 While external salary comparisons produce evidence of inter-institutional inequities, intra-institutional analysis is also of concern to the Union. Salaries of UNBC-FA Members with identical career profiles are inequitable, in some cases resulting in a gap of \$20,000 where salaries ought to be more or less equal. The remedying of such inequities and of salary compression has been a goal in some previous rounds of bargaining. Therefore, the Employer has repeatedly acknowledged that the salary structure *ought* to be equitable.

4.1.1.i.4 The Union proposes a grid that will remedy internal inequities and will place member salaries in the bottom third of comparator universities at the end of two years. The UNBC-FA proposes that, should the Arbitrator award a contract longer than two years, its members should make up more ground towards average salaries during the additional year(s).

Article 48 A: Market Adjustments (BoE, Tab B-2).

4.1.1.i.5 The Union has proposed a tightly constrained Market Adjustment article, modeled on similar provisions in the university sector, to prevent the allocation of Market Adjustments inequitably or arbitrarily.

4.1.1.ii Benefits

Article 19A: Retirement, Resignation and Alteration of Employment (BoE, Tab B-3).

4.1.1.ii.1 The UNBC-FA proposes that the Employer and the Union establish a joint working group to make recommendations to the Joint Committee regarding post-retirement benefits. This is a process-only proposal; it does not assume or require that the Employer will contribute more money to post-retirement benefits at UNBC.

Article 50: Pensions and Benefits (BoE, Tab B-4).

4.1.1.ii.2 The UNBC-FA proposes two discrete changes to Pensions and Benefits at UNBC, each of which is appropriate for individual adjudication.

- The UNBC-FA Tuition Waiver proposal is intended to extend to UNBC-FA members the same tuition waiver provisions already enjoyed by Employees at UNBC represented by CUPE 3799 and within the Exempt group.
- The UNBC-FA proposes a modest improvement to the Medical Services Travel Fund, which plays the role played by medical travel benefits in many comparator agreements. This provision was agreed upon by the parties as part of reallocation of monies from the 2012—2014 Faculty Agreement (BoE, Tab A-16).

Article 61: Sick Leave (BoE, Tab B-5).

4.1.1.ii.3 We propose to bring UNBC’s faculty sick leave provisions into conformity with norms within the Canadian university sector. Each of the specific improvements sought is appropriate for individual adjudication.

- We seek a top-up to 100 percent of salary for any Member whose sick leave is partially funded by Worker’s Compensation, a benefit already extended to members of the Exempt group.
- The UNBC-FA seeks to clarify what is meant by illness, updating the language to include drug and alcohol addiction and mental illness to conform to current law and practice.
- the UNBC-FA proposes a provision permitting Members who have applied for and been turned down for LTD insurance benefits to have an option to apply for unpaid leave.
- the UNBC-FA seeks a provision that would clarify the nature of sick leave to those on sabbatical or comparable leaves, which are not true leaves but workload reallocations.
- Finally, and most critically, the UNBC-FA seeks an extension to the current days of sick leave to bring them to the level normal for the sector.

4.1.1.iii Leaves for academic purposes

Article 54, 55, 56: Sabbatical Leave, Academic or Professional Leave for Librarian and Senior Lab Instructor Members, and Assisted Study Leave (BoE, Tab B-6).

4.1.1.iii.1 The UNBC-FA proposes improvements to leave (the leaves discussed in this section are not truly “leaves” or “benefits” but workload reallocations) provisions for Faculty Members, Librarian Members, and Senior Laboratory Instructors. Such improvements are consistent with leave provisions in the sector.

4.1.2 Non-Monetary Issues

4.1.2.i Tenure and promotion

Article 22, 23, and 24: Renewal, Tenure and Promotion of Faculty, Letters of Reference, and Promotion of Faculty (BoE, Tab B-7).

4.1.2.i.1 Tenure and promotion are of the utmost importance to faculty, and the processes and agreement language that govern them are complex. The Union recommends that the Arbitrator incorporate Articles 22, 23, and 24 from the 2012 – 2014 UNBC Faculty Agreement for multiple and serious reasons, which are detailed further below.

4.1.2.ii Member rights in case of a strike by another union

Article XX: Strike/Lockout Protocols (BoE, Tab B-8).

4.1.2.ii.1 The UNBC-FA proposes standard language that protects its Members during a strike by another bargaining unit on campus. These protections are already contained in the collective agreements of the two other bargaining units on campus. (BoE, Tab A-1)

4.1.2.iii Duration of the Agreement

Article 75: Duration of the Agreement (BoE, Tab B-9).

4.1.2.iii. 1 Throughout the course of negotiations, the UNBC-FA proposed a two-year agreement. The UNBC-FA asserts that, should a longer agreement be awarded, the Arbitrator should be particularly attentive to the need to have sector-norm provisions throughout the collective agreement.

UNBC-FA Explanation and Defence of Its Positions

In this section of its brief, the UNBC-FA presents and defends its positions on the issues still in dispute.

5. Salaries: Articles 48 and 48A

5.1 Article 48. Salaries

5.1.1 The Union's proposed changes to salaries

5.1.1.i The UNBC-FA's proposed Article 48 is attached (BoE, Tab B-1), but its contents are described here. The UNBC-FA's proposals are designed to achieve equitable and sector-norm salaries by implementing a sector-norm salary grid and seniority-linked compensation for part-time Members.

5.2 Relevant Section 55 Principles

5.2.1 Objective criteria: comparable terms and conditions

5.2.1.i The sections below are presented in the context of *Yarrow's* guidelines. Particularly relevant are those that stipulate that "Arbitrators should employ objective criteria, such as the comparable terms and conditions paid to similar employees performing similar work," and that "there must be internal consistency and equity amongst employees." *Yarrow Lodge Ltd. (Re)*, *supra*, (BoA, Tab 2 at pp. 59 – 60)

5.2.1.ii Our case is also presented in the context of broader arbitral practice, which recognizes the importance of comparability. For example, in a similar case in Ontario, Arbitrator Shime asserted that:

In my view it is preferable to determine salaries and benefits by comparing salary schedules. ... the most significant indicator of salaries is what free collective bargaining has produced for the same or similar positions at other Universities. *McMaster University and McMaster University Faculty Association* (1990) (Shime) (BoA, Tab 9, paragraph 14 at p. 4)

5.2.1.iii In fact, salaries of UNBC-FA Members lag far behind salaries at comparator institutions. Examining faculty salaries at UNBC in the context of faculty salaries at other universities offers a compelling justification for the UNBC-FA's salary proposals. It does not

matter how such salaries are compared: every method of comparison reveals salaries at UNBC to be much below the sector norm.

5.2.1.iv National comparability is inherent in the university sector. University faculty work in a national/international labour market, and universities compete nationally and internationally for their faculty. Universities, including UNBC:

- normally post all faculty job openings nationally and internationally (in such forums as *University Affairs*, and *The CAUT Bulletin*);

- routinely receive applications from across Canada, the United States, and abroad; and

- customarily short-list and hire candidates from across Canada and beyond.

5.2.1.v Furthermore, Faculty Members at UNBC accept and have accepted job offers from other universities across Canada, in the United States, and abroad.

5.2.1.vi This supports an argument that faculty compensation should be comparable with a national sector. In short, it is eminently reasonable that average salaries at UNBC should be on par with average salaries at small primarily undergraduate universities (particularly those located in relatively isolated locations) in Canada. In fact, a strong argument could be made that salaries at UNBC should be among the highest in the comparator group.

5.2.1.vii We note that Arbitrator Shime stated that:

In very simple terms, I see no reason to pay people performing the same functions at McMaster University less than those at other Universities... There might be some room for slight differences depending on local conditions but those local situations, do not derogate from the basic premise that persons of the same rank doing the same work at different Universities should, by and large, receive the same or an equivalent salary and by salary I mean all benefits.

Shime, *supra* (9, Tab 9, paragraph 14 at p. 4, emphasis added)

5.2.1.viii Translated to the present circumstances, we assert that there is no reason to pay faculty at UNBC less than faculty are being paid to perform the same functions at comparator universities.

5.2.2 Not limited to the modest award

5.2.2.i Another highly relevant criterion is that, according to *Yarrow*, Section 55 arbitrations, in contrast to other arbitrations, are not limited to the modest award (“we do not consider ourselves constrained to adopt the modest award simply because this is a first contract”). *Yarrow Lodge Ltd. (Re)*, *supra*, (BoA, Tab 2 at p. 51)

5.2.2.ii The compensation proposals of the UNBC-FA are reasonable and modest given that they only seek to bring the Union's compensation into the lower third of the wide band of comparators. If granted, the UNBC-FA's demands therefore could be considered a modest award.

5.2.2.iii However, whether or not the UNBC-FA's demands are modest is not a relevant constraint given that *Yarrow* explicitly states that a Section 55 arbitrator is not bound to adopt a modest award simply because the dispute involves a first collective agreement.

5.2.2.iv Indeed, the present case militates against the modest award in part because of the parties' long history of bargaining and mature Faculty Agreement. Both of these are factors that led, in 2014, to Mr. Ready's describing the parties' arrangement as constituting a "mature bargaining relationship." The "mature bargaining relationship" of the parties was also recognized by Mediator Sones in his mediation report of 31 March 2015:

Although the University of Northern British Columbia Faculty Association was certified to represent a unit appropriate for collective bargaining under the requirements of the code on April 29th, 2014, this is not the first time these parties have made efforts to reach an agreement on a negotiated employment contract. The parties involved in this process have a long standing history of negotiation and determination of an employment contract.

5.2.2.v A similar case was parsed by Arbitrator Joan Gordon in her award in *Diversified Transportation Ltd. v. Teamsters Local No. 31*. Ms. Gordon wrote a decision that was later reviewed and confirmed by LRB Vice-Chair Mark Brown. As excerpted in Brown's review, Arbitrator Gordon's decision is worth quoting at length:

In my view this dispute does not arise in a typical first collective agreement situation. This is not the first collective bargaining relationship between DTL and the Union, or the Union and the drivers...

Thus, this is not a case where the focus of collective bargaining for the parties' first collective agreement is on the basic rights associated with unionization. Nor is it a case where DTL should be viewed as a "start-up company" for whom comparisons to collective agreements emanating from mature bargaining relationships should be viewed as unrealistic or unreasonable. I find DTL should realistically be viewed as a mature player in its own sector of a well-organized industry. And, in the absence of any economic viability or ability to pay argument, a significant goal of the first collective agreement between the parties should be to establish a long-term bargaining relationship. This goal requires a first collective agreement that is sufficiently attractive to the drivers in Prince George to foster collective bargaining between DTL and the Union.

As a general rule, first collective agreements should neither reflect the status quo nor achieve an industry standard agreement; *Yarrow Lodge*, supra. The concept of status quo discussed in *Yarrow Lodge* normally reflects a previously non-union setting where a certification has been achieved. As noted already, this case does not reflect

the typical first collective agreement scenario.

Diversified Transportation Ltd. (Re) (Brown, Vice-Chair) (2005), BoA, Tab 10 at para. 22

5.2.2.vi In his review decision, Vice-Chair Brown wrote that:

I acknowledge that the Arbitrator referred to the situation as not being “a typical first collective agreement situation”; noted that “comparisons to collective agreements emanating from mature bargaining relationships should [not] be viewed as unrealistic or unreasonable”; and viewed the Employer “as a mature player in its own sector of a well-organized industry”.

[...]

The above noted quotes simply put the situation into context. The Employer and the Union were in mediation under Section 55 of the Code; but, given the history of the contracts with the School District, and the Employer’s previous relationship with CLAC, the situation was not typical. By establishing the context of the situation it is easier to understand why comparisons to certain collective agreements were made.

[....]

An arbitrator will apply the Yarrow Lodge principles in an objective fashion. The arbitrator will compare the parties’ positions to other collective agreements. Yarrow Lodge does not say that comparisons cannot be made to what the Arbitrator refers to as “mature bargaining relationships”. Yarrow Lodge does not state that only new collective bargaining relationships can be utilized for comparison purposes.

Diversified Transportation Ltd. (Re), *supra*, BoA, Tab 10 at paras. 28 – 33

5.2.2.vii Both the initial decision and the confirmatory Board review are relevant to the present dispute. If permitted to paraphrase Arbitrator Gordon, the Union asserts that the dispute between UNBC and the UNBC-FA “does not arise in a typical first collective agreement situation.” This is not the first bargaining relationship between UNBC and the UNBC-FA, or the UNBC-FA and its Members.

5.2.2.viii Nor is the present case one “where the focus of collective bargaining for the parties’ first collective agreement is on the basic rights associated with unionization”; the UNBC-FA has enjoyed those rights for many years despite not being formally recognized as a bargaining agent.

5.2.2.ix The present case is also *not* one in which UNBC “should be viewed as a ‘start-up company’ for whom comparisons to collective agreements emanating from mature bargaining relationships should be viewed as unrealistic or unreasonable.” Indeed, UNBC is “a mature player in its own sector of a well-organized industry.” As the UNBC-FA has shown, UNBC is a highly regarded and successful university whose faculty were, from the start, viewed as meriting terms and conditions of employment comparable to those extant at the research universities of British Columbia (in the first iteration of the *Handbook*) and/or at a list of

comparator institutions agreed upon between the parties (in subsequent negotiations).

5.2.2.x The Union also asserts that “in the absence of any economic viability or ability to pay argument, a significant goal of the first collective agreement between the parties should be to establish a long-term bargaining relationship.” Again, to paraphrase Arbitrator Gordon, “this goal requires a first collective agreement that is sufficiently attractive” to the faculty of UNBC to foster future collective bargaining between the parties.

5.2.2.xi In sum, the UNBC-FA acknowledges that as a general rule, first collective agreements should neither reflect the status quo nor achieve an industry standard agreement (*Yarrow Lodge*, supra). Given the longstanding and ongoing relationship between the parties, the present arbitration is clearly an exception to the general rule. The Union asserts that the concept of status quo discussed in *Yarrow Lodge* normally reflects a previously non-union setting where a certification has been achieved. As noted already, the present case does not reflect the typical first collective agreement scenario. In such a case, there is nothing that binds an arbitrator to a modest award, nor is there anything preventing the comparison of the UNBC-FA’s current demands to collective agreements that result from mature bargaining relationships.

5.2.3 The fostering of free collective bargaining

5.2.3.i Finally, *Yarrow* states that first-contract adjudication should foster free collective bargaining. In this case the Employer resorted to Section 55 to avoid the consequences of its own refusal to engage in collective bargaining. The UNBC-FA asserts that it is contrary to the spirit of Section 55 (which is to encourage collective bargaining), and the guidelines set out in *Yarrow*, for an Employer to be rewarded for its refusal to continue to bargain collectively.

5.2.3.ii There is nothing in the Employer’s proposal on compensation – including its last tabled offer – that distinguishes this offer from offers made previously to the uncertified UNBC Faculty Association. In order to encourage collective bargaining, the Members of the certified UNBC-FA must see a benefit from having certified, applied increasing pressure through collective bargaining, and finally withdrawn their labour in a highly successful job action.

5.2.3.iii It would be consistent with the spirit of Section 55, and the guidelines set out in *Yarrow*, for the Members of the UNBC-FA to be awarded the modest contract proposals that they showed unwavering determination to achieve through collective bargaining.

5.3 Comparator Analysis and External Inequities: Salaries of Full-Time UNBC-FA Members Are Significantly below Salaries at Comparator Universities

The salaries of all faculty at UNBC are low compared with the sector. Graphs in this section starkly reveal how out of step the UNBC salary system is with the sector norm.

5.3.1 Assistant Professor salaries at UNBC compared with salaries at other universities

5.3.1.i Figure 5 compares the salaries of Assistant Professors at UNBC (30 June 2014) with salaries at comparator institutions during the 2014 – 2015 academic year. The heaviest line at the bottom of the graph represents the salary of UNBC Assistant Professors who are hired at the salary floor and who have been judged to have performed satisfactorily in each year. The other lines show the salaries of analogous faculty members at the other institutions. Note that the salaries at several universities fall within a relatively narrow band, particularly in the early years in rank. On the other hand, not only are salaries at UNBC on the bottom, but the gap between UNBC-FA Members and their second-lowest-paid colleagues is unacceptably large. Also note that the disparity in salaries grows as the Assistant Professor becomes more senior in rank. The data from other small primarily undergraduate universities would show the same story. Indeed, the UNBC-FA asserts that comparison of salaries at UNBC with publicly funded universities across Canada (including salaries at other research universities in British Columbia) would show the same large disparity.

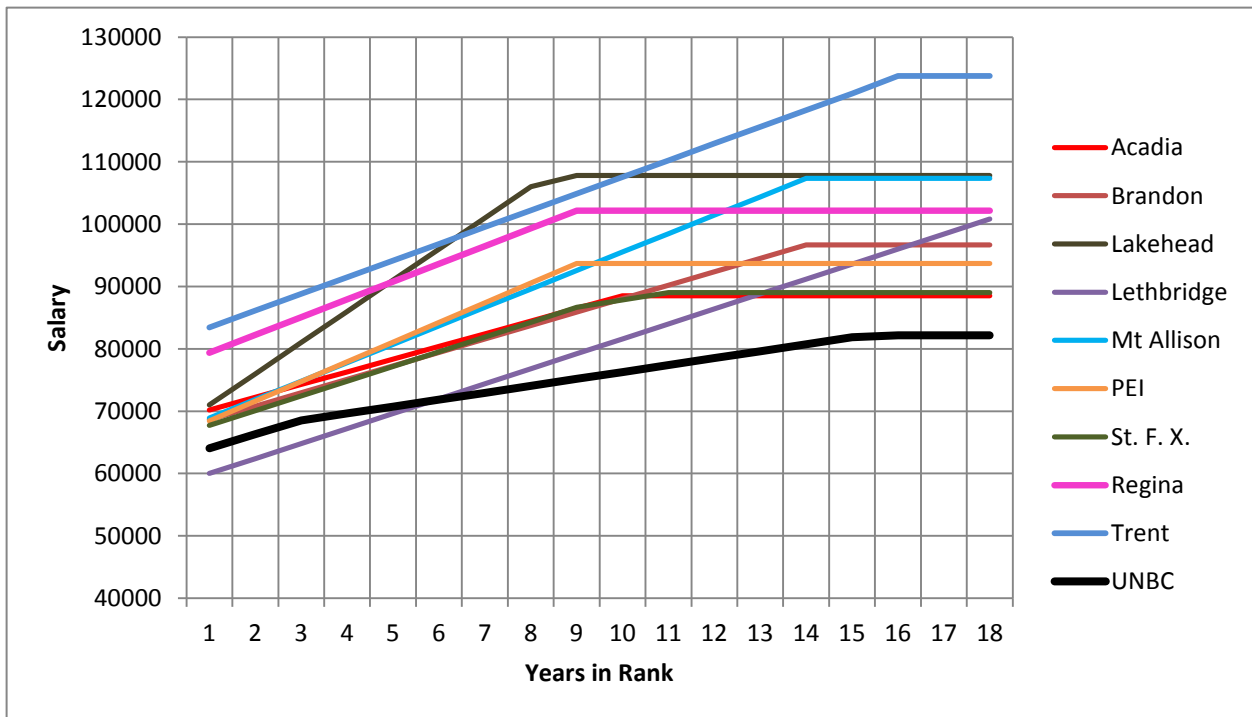


Figure 5. Assistant Professor salaries at UNBC (30 June 2014) and comparator universities according to Faculty Agreements (2014 – 2015).

5.3.2 Associate Professor salaries at UNBC compared with salaries at other universities

5.3.2.i Figure 6 compares the present salaries of Associate Professors at UNBC and salaries at comparator universities. Again, the heaviest line at the bottom of the graph represents the salary of UNBC Associate Professors who are placed at the salary floor at hire or promotion, and who are judged to have performed satisfactorily in each year. The other lines show the salaries of analogous faculty members at the other institutions. Note that the salaries of Associate Professors at most other universities show similar profiles. On the other hand, both the height and the slope of the line representing UNBC salaries are highly anomalous.

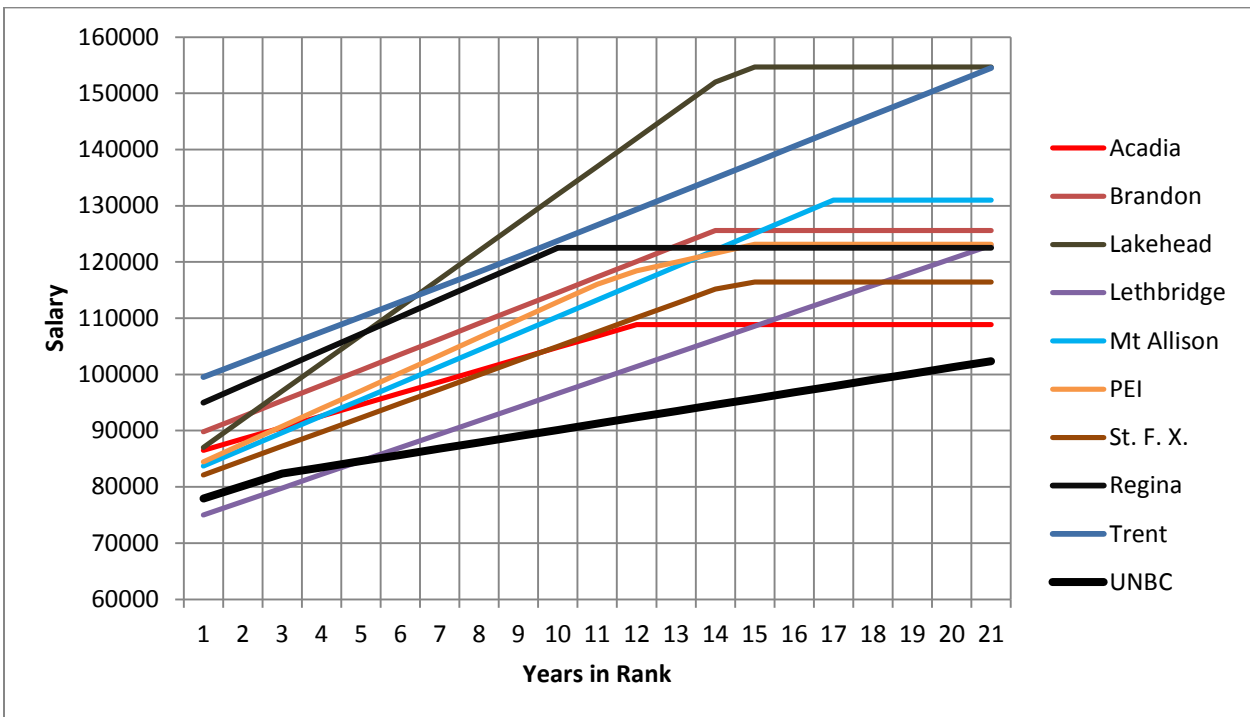


Figure 6. Associate Professor salaries at UNBC (30 June 2014) and comparator universities according to Faculty Agreements (2014 – 2015).

5.3.3 Full Professor salaries at UNBC compared with salaries at other universities

5.3.3.i Full Professor Salaries are also badly out of step with salaries in the sector. Figure 7 shows that Full Professors placed at the salary floor when hired or promoted lag far behind their colleagues at other universities, and that they fall farther behind as their career progresses.

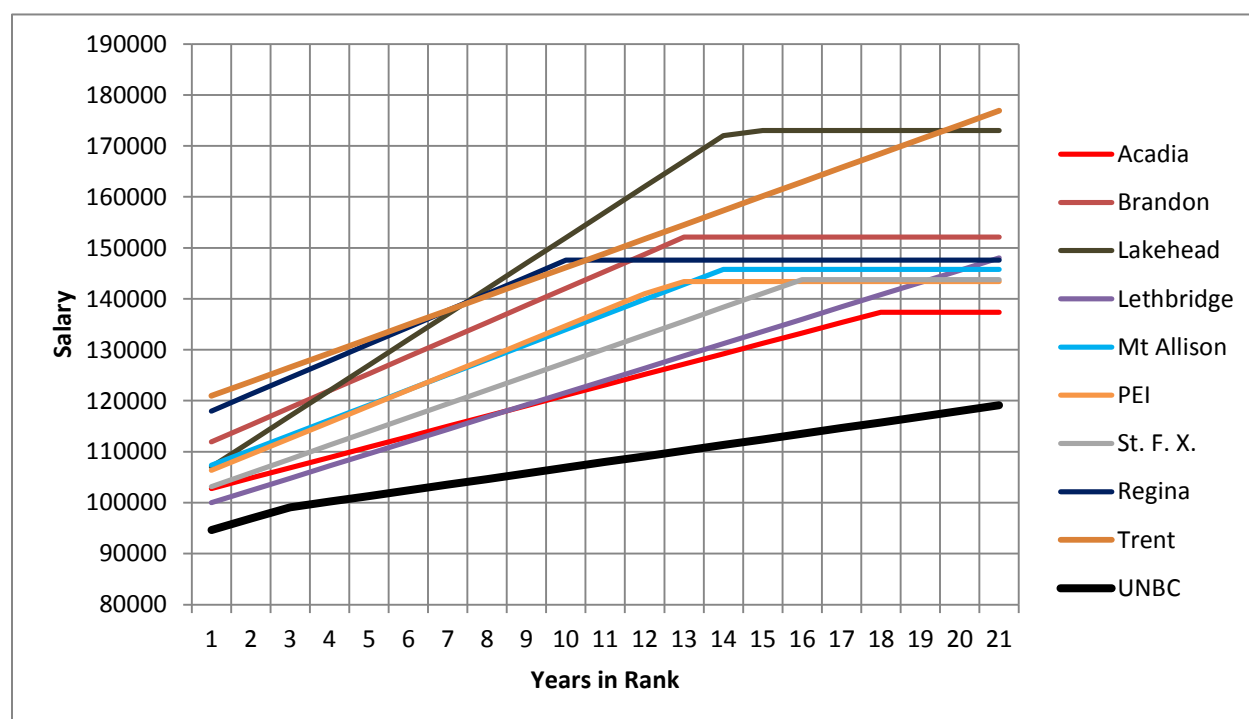


Figure 7. Full Professor salaries at UNBC (30 June 2014) and comparator universities according to Faculty Agreements (2014 – 2015).

5.3.4 Librarian I salaries at UNBC compared with salaries at other universities

5.3.4.i The salaries of Librarian Members at the UNBC are also out of step with the sector. Figure 6 shows that Librarians I have comparable salaries to their colleagues when hired, but that their salaries begin to lag behind most of their colleagues after about 5 years in rank.

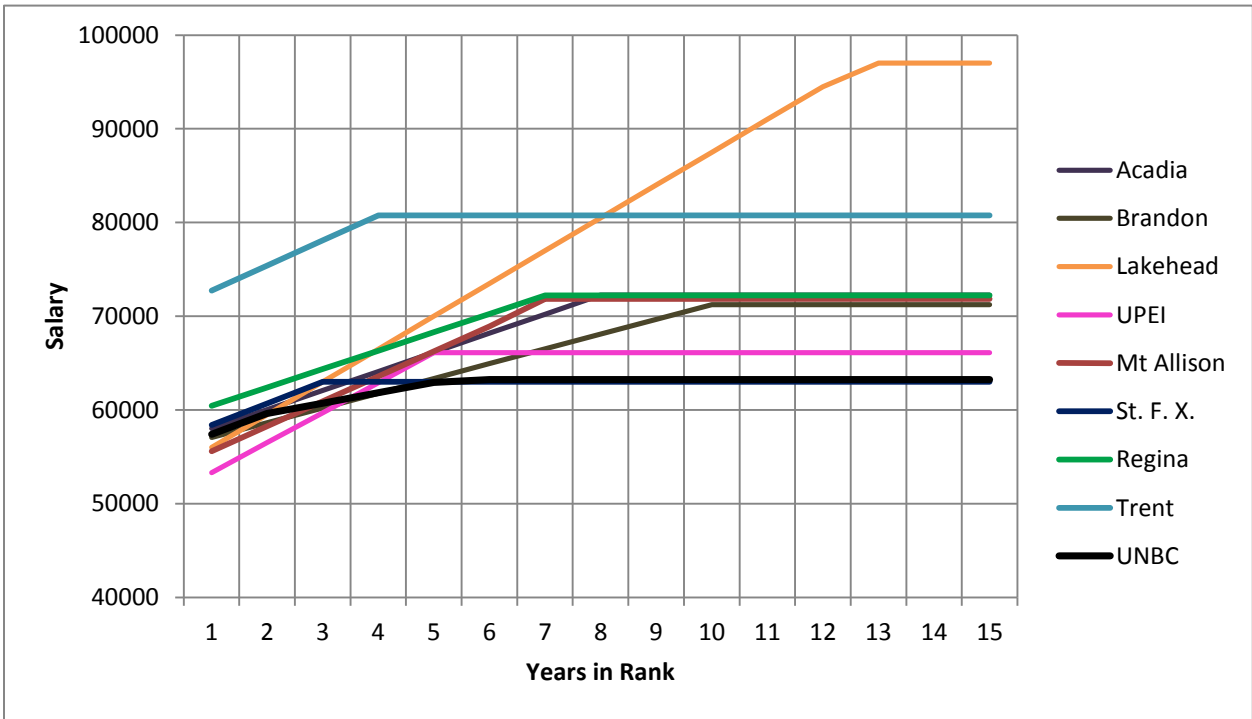


Figure 8. Librarian I salaries at UNBC (30 June 2014) and comparator universities according to Faculty Agreements (2014 – 2015).

5.3.5 Librarian II and Librarian III salaries at UNBC compared with salaries at other universities

5.3.5.i Figures 9 and 10 show that the starting salaries of Librarian Members in the Librarian II and Librarian III ranks at UNBC are also below the salaries of their colleagues at other universities, and that the disparity grows markedly over time.

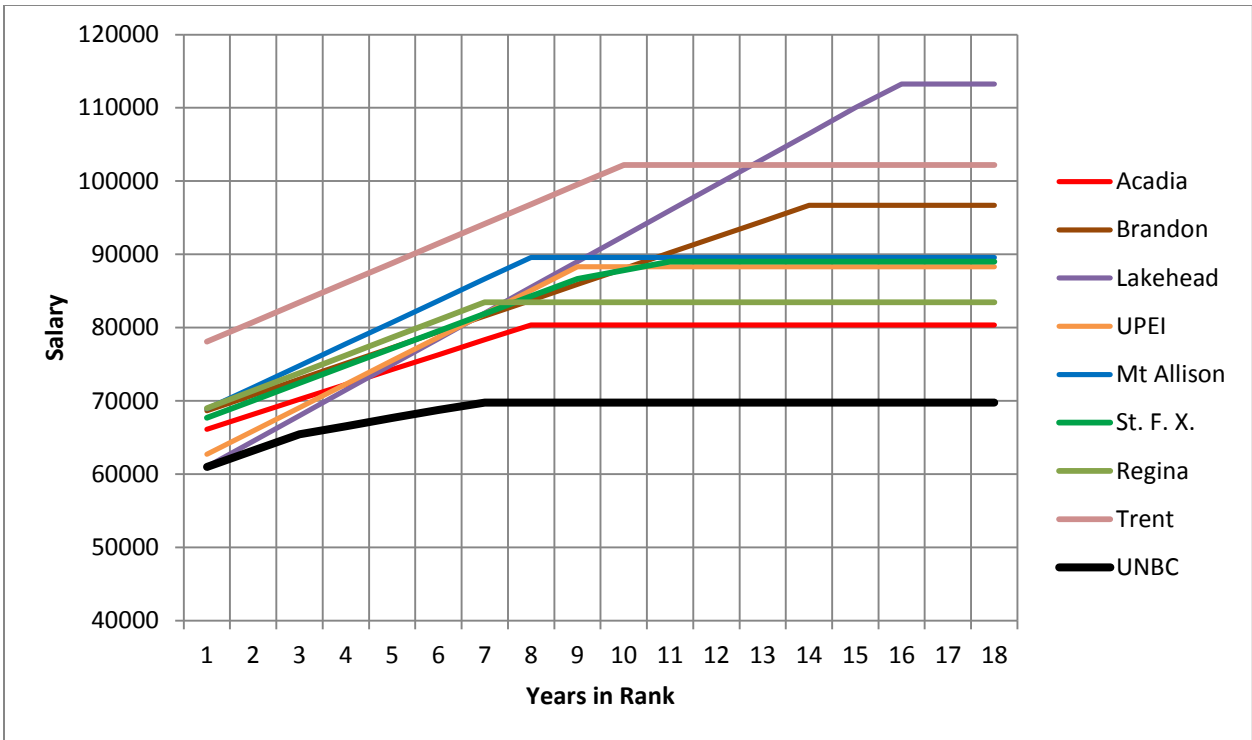


Figure 9 Librarian II salaries at UNBC (30 June 2014) and comparator universities according to Faculty Agreements (2014 – 2015).

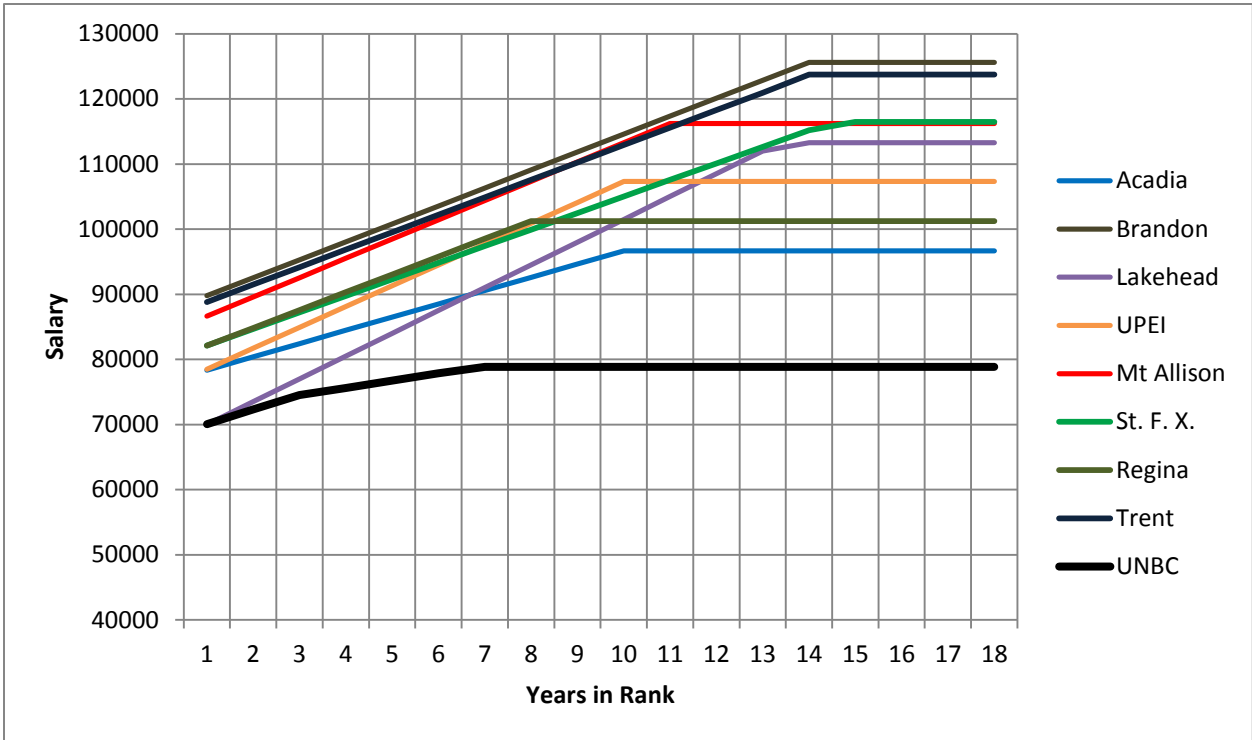


Figure 10. Librarian III salaries at UNBC (30 June 2014) and comparator universities according to Faculty Agreements (2014 – 2015).

5.3.6 Librarian IV salaries at UNBC compared with salaries at other universities

5.3.6.i Librarian IV is the most senior rank of Librarian Members at UNBC (and most other universities). Figure 11 shows that the salaries of Librarians IV are badly out of step with salaries of the equivalents at other universities.

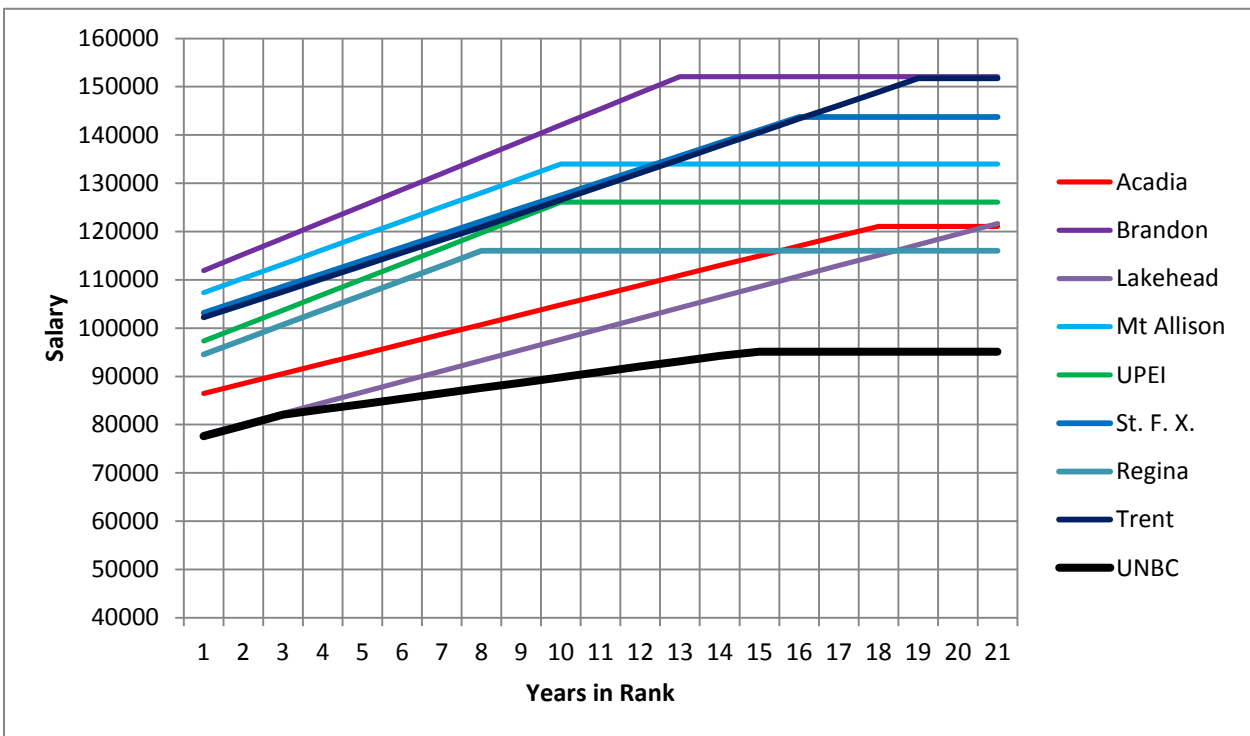


Figure 11. Librarian IV salaries at UNBC (30 June 2014) and comparator universities according to Faculty Agreements (2014 – 2015).

5.3.6.ii In sum, salaries at UNBC are not merely at the bottom of the charts, but unacceptably distant from the norm. Furthermore, salaries for UNBC-FA Members who are more senior in rank are particularly out of step with the sector. In effect, the normal pattern of upward progression does not exist at UNBC. This anomaly is shown by the comparative flatness of the slope of the UNBC salary line in each of the graphs just discussed. The graphs show that once a UNBC-FA Member has been at any given rank for more than three years, his or her salary increases very slowly compared with salaries of his or her colleagues at other universities.

5.3.6.iii The Members of the UNBC-FA were fully aware of these discrepancies between their salaries and the salaries at comparator universities before negotiations began, and they have steadfastly supported the union's resolve to address this unacceptable gap. They have shown their resolve to achieve their legitimate demands throughout negotiations, and throughout their legal strike. However, the Employer's triggering of Section 55 prevented

them from achieving their goals at the negotiating table. The UNBC-FA therefore asserts that the very significant inequities between salaries at UNBC and comparator universities must be corrected in arbitration.

5.3.7 Benchmark positions

5.3.7.i An effective way to compare salaries is to examine benchmark positions. In 2008 Arbitrator Bruce Outhouse argued that:

In my opinion, the best way to compare salaries is on the basis of benchmark positions. This method is fairly standard and widely used.

Faculty Association of the University of St. Thomas and St. Thomas University (2008) (Outhouse) (BoA, Tab 11 at p. 43)

Benchmarks are useful because they enable an arbitrator to compare what would happen to salaries of two hypothetically identical faculty members at different universities.

5.3.7.ii In his 2008 decision, Arbitrator Outhouse referred to four benchmarks or “exemplars”: mid-range of the Assistant, Associate, and Full Professor ranks, and the Full Professor ceiling. For that reason, we present below the salary of mid-range (4 years in rank) of Assistant; mid-range (8 years in rank) of Associate; and mid-range (8 years in rank) of Full (Outhouse, *supra*, BoA, Tab 11 at p. 44). Because there is no ceiling on Full Professor salaries at UNBC, we have selected a similar benchmark: senior Full Professor (13 years in rank).

Figure 12. Faculty Member salaries at various benchmarks at UNBC and comparator universities, 2014 – 2015 (Based on individual Collective Agreements)

	mid-range of Assistant (4th grid step, or 4 years in rank)	mid-range of Associate (8th grid step, or 8 years in rank)	mid-range of Full (8th grid step, or 8 years in rank)	senior Full Professor (13th grid step, or 13 years in rank)
Acadia	76,315	100,735	117,015	127,190
Brandon	75,118	109,070	135,360	152,090
Lethbridge	67,200	91,800	116,800	128,800
Lakehead	86,000	122,000	142,000	167,000
Mount Allison	77,771	104,387	128,046	142,833
PEI	77,923	106,565	128,403	143,394
Regina	87,931	116,413	140,990	144,277
St. F-X	74,806	99,925	122,099	135,629
Trent	91,482	118,278	140,537	154,523
Average	79,394	107,686	130,139	143,971
Average (unionized)	80,918	109,672	131,806	145,867
UNBC	69,624	87,915	104,644	110,199

It should be noted that these benchmarks underestimate the actual salaries of faculty at comparator universities, based on published salary scales.²

5.3.7.iii Despite the fact that our data understate actual salaries at our comparator institutions, examination of benchmark positions shows how far UNBC's salaries depart from the industry standard. Figure 12 reveals that Faculty Members at UNBC are paid far less than what their colleagues are being paid at comparator universities *for doing the same job at exactly the same academic rank*.

5.3.7.iv The mid-range Assistant Professors at UNBC are paid only 76 percent of their colleagues' salaries for doing exactly the same job at Trent, 89 percent of their colleagues' salaries at UPEI, 92 percent of their colleagues' salaries at Brandon University, and 91 percent of their colleagues' salaries at Acadia University as of 1 July 2014. The mid-range Assistant Professor at UNBC is paid only 88 percent of the average salary of colleagues at the 9 comparators listed on the table.

5.3.7.v The mid-range Associate Professor at UNBC is even worse off compared to his or her colleagues. He or she makes only 74 percent of the salary of colleagues doing exactly the same job at Trent University, 87 percent of colleagues at Acadia, 82 percent of colleagues at UPEI, and 81 percent of colleagues at Brandon. The mid-range Associate Professor at UNBC is paid only 82 percent of the average salary of colleagues at the 9 comparators listed on the table.

5.3.7.vi Comparatively, the salaries of mid-range Full Professors are worse than the salaries of their junior colleagues at UNBC. A Full Professor eight years in rank at UNBC makes only 74 percent of what his or her colleagues make for doing exactly the same job at Trent University, 89 percent of what colleagues at Acadia earn, 81 percent of what colleagues at UPEI earn, and 77 percent of what colleagues at Brandon earn. The mid-range Full Professor at UNBC is paid only 80 percent of the average salary of colleagues at the 9 comparators listed on the table.

5.3.7.vii The salaries of Full Professors deteriorate over time in comparison with their colleagues at other universities. Senior Full Professors (13 years in rank) are paid only 71 percent of what their colleagues at Trent University are paid, 87 percent of what their colleagues at Acadia University are paid, and 77 percent of what their colleagues at UPEI are paid. The senior Full Professor at UNBC is paid only 77 percent of the average salary of colleagues at the 9 comparators listed on the table.

² Benchmarks underestimate the actual salaries of faculty at comparator institutions. This is because these benchmarks assume that faculty at all of these universities start at the salary floor at the time of promotion. In fact, in most universities many faculty salaries are above the floor when they are promoted (because faculty are guaranteed not to have their salary reduced when they are promoted). At UNBC, by contrast, the salary scales are more representative of where faculty actually end up, if their salaries conform to the wording of the agreement. This is because earnings increase so slowly. At UNBC, it is quite rare and would take many years for an Assistant Professor's salary to rise above the floor of Associate Professor, or for an Associate Professor's salary to rise above the floor of Full Professor.

5.3.7.viii In sum, benchmark positions are an excellent way to compare the salaries of Faculty Members doing exactly the same job at exactly the same rank at different universities. A comparison of benchmark positions reveals that faculty salaries at UNBC are badly out of step with salaries at comparator universities.

5.3.7.ix Figure 12 shows our most suitable comparators, but the UNBC-FA asserts that comparison with any publicly funded, small, primarily undergraduate university in Canada will reveal that faculty salaries at UNBC are now badly out of step with homologous salaries at all other universities in the country. We also note that average salaries at larger universities across Canada are higher than they are at smaller universities.

5.3.7.x Librarian Member salary benchmarks (Figure 13) tell a similar story to the salaries of Faculty Members, except that Librarian Members at the rank of Librarian I and Librarian II are paid similar salaries to librarians in *some* other universities. A Librarian I at UNBC with three years in rank earns 95 percent of the average salary of his or her colleagues at other universities, while a Librarian II with four years in rank earns 89 percent of the average salary of his or her colleagues at other universities. A major discrepancy arises, however, when Librarian Members at UNBC reach the level of Librarian III and IV, when career progress for UNBC's Librarian Members stalls in dramatic fashion. A Librarian III with 4 years in rank earns 84 percent of the average salary of his or her colleagues at other universities, and a Librarian IV with ten years in rank earns only 74 percent of the average salary of his or her colleagues at other universities.

Figure 13. Librarian salaries at various benchmarks at UNBC and comparator universities (sorted in descending order based on Librarian IV rank salaries)

	Librarian I, 3 years in rank	Librarian II, 4 years in rank	Librarian III, 4 years in rank	Librarian IV, 10 years in rank
Acadia	62,070	72,245	84,455	104,805
Brandon	60,203	75,118	98,046	142,054
Lethbridge	n/a	67,200	82,200	121,600
Lakehead	63,000	71,500	80,500	97,654
Mount Allison	60,914	77,771	95,515	133,961
PEI	59,697	72,302	88,103	126,114
Regina	64,363	76,234	90,302	116,002
St. F-X	63,002	74,806	89,753	127,511
Trent	78,083	86,122	96,841	126,552
Average	63,917	74,811	89,524	121,806
Average (unionized)	63,917	75,762	90,439	121,832
UNBC	60,724	66,551	75,627	89,816

5.3.8 Salary floors

5.3.8.i Salary floors are less indicative of typical salaries than the salary profiles and benchmark positions already discussed, but since arbitrators have consulted salary floors in the past we present comparative data on salary floors here.

5.3.8.ii Figure 14 reveals that salary floors at UNBC offer the same picture already presented: they are low compared with those at other universities. The salary floor of Assistant Professor at UNBC is 89 percent of the average salary floor of the comparators listed, the salary floor of Associate 88 percent of the average, and the salary floor of Full Professor 86 percent of the average.

Figure 14. Comparison of Faculty Member salary floors at comparator universities, 2014 – 2015

	Assistant Professor	Associate Professor	Full Professor
Acadia	70,210	86,490	102,770
Brandon	68,647	89,778	111,931
Lakehead	71,000	87,000	107,000
Lethbridge	60,000	75,000	100,000
Mount Allison	68,899	83,686	107,344
PEI	68,455	84,473	106,311
Regina	79,387	94,965	117,981
St. F-X	67,705	82,125	103,155
Trent	83,443	99,520	120,958
Average	70,862	87,004	108,606
Average (unionized)	72,218	88,505	109,681
UNBC	64,069	77,916	94,644
Source: Individual faculty agreements			

5.3.9 Salary ceilings

5.3.9.i Salary ceilings, like salary floors, are less indicative of typical salaries than some of the other indicators (salary profiles and benchmark positions in particular) already presented.

5.3.9.ii However, data on salary ceilings only reinforce the point already made: that salaries at UNBC are very low. The salary ceiling of the Assistant Professor rank at UNBC is 81 percent of the average on Figure 15, while the salary ceiling of the Associate Professor rank is 79 percent of the average.

Figure 15. Faculty Member salary ceilings at UNBC and comparator universities (2014 – 2015)

	Assistant Professor	Associate Professor	Full Professor
Acadia	88,525	108,875	137,365
Brandon	96,688	125,605	152,090
Lakehead	107,820	154,660	173,000
Lethbridge	No ceiling	No ceiling	No ceiling
Mount Allison	107,344	131,003	145,790
PEI	93,703	123,134	143,394
Regina	102,171	122,541	147,564
St. F-X	89,007	116,452	143,748
Trent	123,754	154,523	176,899
Average	101,127	129,599	152,899
Average (unionized)	101,127	129,599	152,899
UNBC	82,162	102,428	no ceiling
Source: Individual faculty agreements			

5.3.9.iii There is no ceiling at the rank of Full Professor at UNBC, but it is virtually impossible for a Faculty Member, under the present salary schedule at UNBC, to reach the salary ceiling at any other university before reaching the age of 65, unless he or she is hired well above the salary floor of Full Professor. In fact, it would take a Faculty Member promoted to the rank of Full Professor at UNBC more than 45 years to reach the average salary ceiling for Full Professor at comparator institutions. Indeed, it would take such a professor more than 20 years to reach the salary *floor* for Full Professor at Trent University!

5.3.9.iv The data clearly show that the present salary ceilings for Faculty Members are abysmally low.

5.3.9.v A comparison of the floors and ceilings of the ranks of Librarian Members (Figure 16) reveals that Librarian salaries at UNBC are below industry standard. The gap increases in severity with ascending rank. It is critical to note that the *ceiling* of the Librarian IV rank at UNBC is below the *floor* of that rank at most of our comparators.

Figure 16. Librarian salary floors and ceilings at UNBC and comparator universities, 2014 – 2015

	Librarian I		Librarian II		Librarian III		Librarian IV	
	Floor	Ceiling	Floor	Ceiling	Floor	Ceiling	Floor	Ceiling
Acadia	58,000	72,245	66,140	80,385	78,350	96,665	86,490	121,085
Brandon	52,981	66,152	63,750	89,791	83,373	116,645	103,947	141,241
Lakehead	56,000	97,000	61,000	113,255	70,000	113,255	78,000	125,845
Lethbridge	n/a	n/a	60,000	None	75,000	None	100,000	None
Mount Allison	55,591	71,856	68,899	89,600	86,643	116,216	107,344	133,961
PEI	52,124	64,644	61,322	86,632	76,775	104,945	95,172	123,342
Regina	60,441	72,207	69,019	83,449	82,100	101,238	94,554	116,002
St. Francis Xavier	58,381	63,002	67,705	89,007	82,125	116,452	103,155	143,748
Trent	72,725	80,765	78,083	102,201	88,803	123,754	102,201	151,727
Average	58,280	73,484	66,213	91,790	80,352	111,146	96,763	132,119
Average (unionized)	58,280	73,484	66,990	91,790	81,021	111,146	96,358	132,119
UNBC	57,391	63,227	60,996	69,750	70,072	78,827	77,594	95,104
Source: Individual agreements								

5.3.9.vi Similarly, the salaries of Senior Lab Instructors (SLIs) can be compared using floors and ceilings. However, the data available from comparable universities are fewer, because some of our comparators lack comparable positions. At UNBC, Senior Laboratory Instructors are responsible for instruction in many laboratory, professional and clinical courses. They often have sole responsibility for course delivery, for instance, in many GIS courses and courses that consist solely of laboratory-based instruction. They frequently teach the laboratory component of courses in which Faculty Members provide lectures. SLIs are often responsible for the preparation of instructional materials in laboratories, from laboratory software to manuals and chemical solutions. SLI duties can also include the supervision of student teaching assistants.

Figure 17. Senior Lab Instructor salary floors and ceilings at UNBC and comparator universities, 2014 – 2015

	Steps in grid	Level I		Level II		Level III		Level IV	
		Floor	Ceiling	Floor	Ceiling	Floor	Ceiling	Floor	Ceiling
Acadia (Instructor)	20	52,802	71,441	63,157	81,796	n/a	n/a	n/a	n/a
Brandon (Instructional Associate)	40	50,134	62,491	56,088	69,984	62,057	77,483	74,670	105,168
Lakehead (no corresponding role)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Lethbridge (Instructor/Academic Assistant)	n/a	45,000	106,510	50,000	113,284	55,000	120,058	n/a	n/a
Mount Allison	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
UPEI	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Regina (Lab Instructor)	19	61,440	74,490	68,923	83,839	75,439	95,004	n/a	n/a
StFX (Senior Lab Instructor)	11	51,846	66,477	n/a	n/a	n/a	n/a	n/a	n/a
Trent	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
average (unionized)		54,056	68,725	62,723	78,556	68,748	86,244	74,670	105,168
Average	23	52,244	76,282	59,542	87,226	64,165	97,515	74,670	105,168
UNBC		54,059	59,312	58,982	70,071	68,107	79,196	n/a	n/a
Source: Faculty agreements									

5.3.9.vii While the data are limited, comparison clearly demonstrates that UNBC Senior Lab Instructors are underpaid relative to their comparators at other institutions. Particularly noteworthy is that UNBC has extremely low ceilings. SLI IIIs currently at the ceiling for their rank would receive an immediate salary boost of \$8000 were they raised to the average ceiling for that rank at comparator institutions. Given that many of them fulfil the requirements for a higher rank, as exists at Brandon University, the UNBC-FA asserts that its proposed salary grids for Senior Laboratory Instructors are entirely reasonable and defensible.

5.3.9.viii Given that 43 percent of the UNBC-FA's SLI III Members (6/14) are currently at the ceiling for SLI III, with 3 more set to hit the ceiling within the next two years, there is demonstrated need for adjudication by the Arbitrator.

5.3.10 Grid Steps and Career Development Increments

5.3.10.i Grid steps and Career Development Increments (CDIs) are annual salary increments earned by eligible Members in recognition of “Progress through the Ranks” (PTR): that is, the increasing expertise in teaching, research, and service developed by members as their careers progress. The concept of PTR is fundamental to the salary structure of university faculty, and indeed to the structure of university careers.

5.3.10.ii As Arbitrator Sims wrote,

The academic salary model, at least for tenured or tenure track academics in Canada, almost universally contemplates a fairly low salary at the outset of the person’s career building over 30 years or so to a significantly higher level. Academics, usually requiring PhD’s before they start, have usually spent many years without pay or with low pay, preparing for their academic careers. There is a deferred income aspect to the Canadian model. It provides opportunities at times to withhold or accelerate advancement, based on performance. However, an academic’s “wage prospects” are inevitably assessed on a career-long basis.

Sims, *supra* (BoA, Tab 5 at p. 30)

5.3.10.iii As Sims indicates, the “salary slope” (an implicit salary grid) is critical for Faculty Members, who spend from ten to fifteen years in post-secondary education and often get their first tenure-track position in their late thirties or early forties. (They may well be buying their first homes when their age cohort is paying off mortgages.) Their career earnings are unlikely to reach those of other professionals unless they work well beyond age 65.

5.3.10.iv And yet, as Sims indicates, annual increments not an automatic entitlement or “payback” for years of relative deprivation; at UNBC, as at many universities, Members submit biennial or annual reports and receive increments only if their performance and career progress are deemed satisfactory.

5.3.10.v The increments (“CDIs”) at UNBC are now at \$1,111 annually (except \$2,222 for the first three years in any rank). As a result, and given that CDIs produce the normative salary structure described by Sims above, the PTR salary structure at UNBC is not only “outside the norm” but aberrant.

5.3.10.vi Figure 16 shows the value of grid steps/CDIs at comparator universities as of 2014 – 2015. An examination of Figure 16 reveals that CDIs at UNBC are less than half the national average (except for the first three years in any rank).

5.3.10.vii Furthermore, the CDIs at UNBC are far below even the second lowest CDI values among these comparators.

5.3.10.viii More than any other factor, these very low CDI values influence UNBC's departure from industry standards. The net effect of the current CDI is that the longer Members remain in rank at UNBC, the lower their salaries and career earnings will be in comparison to faculty at comparator institutions and, indeed, *at any other Canadian university*.

Figure 18. Annual Grid Steps or Career Development Increments for full-time faculty at UNBC and comparator universities, 2014 – 2015

	Assistant Professor	Associate Professor	Full Professor
Acadia	2035	2035	2035
Brandon	2157	2756	3347
Lakehead	2300	2300	2300
Lethbridge	2400	2400	2400
Mount Allison	2957	2957	2957
Prince Edward Island	3156	3156	3156
Regina	2848	3064	3287
St. Francis Xavier	2368	2542	2706
Trent	2679	2681	2808
Average	2544	2631	2777
Average (unionized)	2563	2686	2825
Average across ranks	2659		
Average across ranks, Unionized	2691		
UNBC	\$1,111†	\$1,111†	\$1,111†

†except for first three years in rank (\$2,222)

5.3.10.ix An examination of Figure 18 reveals that the increments at UNBC are far out of step with the size of increments at our comparators. Only by awarding sector-norm annual increments can the first collective agreement at UNBC reflect the salary structures enjoyed by other employees performing identical work elsewhere. The parties have both recognized that the size of the grid step is a major contributor to the salary situation at UNBC. Repairing the increment's size is a necessary (though not sufficient) step to correcting the anomalous salaries of UNBC-FA Members.

5.3.10.x It should be noted that faculty at our comparator universities can expect their grid steps to grow in the coming years. Figure 19 shows the size of grid steps/CDIs for 2015 – 2016 at our comparators. Already-negotiated increases to the increments show that the UNBC-FA's proposal for \$2700 grid steps for 2015 – 2016 is a modest, sector-norm one.

Figure 19. Annual Grid Steps or Career Development Increments for full-time faculty at comparator universities, 2015 – 2016

	Assistant Professor	Associate Professor	Full Professor
Acadia	2071	2071	2071
Brandon	2200	2811	3414
Lakehead	Not yet negotiated		
Lethbridge	2500	2500	2500
Mount Allison	3024	3024	3024
Prince Edward Island	3227	3227	3227
Regina	2848	3064	3287
St. Francis Xavier	2426	2606	2775
Trent	2725	2727	2844
Average	2628	2754	2893
Average (unionized)	2646	2790	2949
Average across ranks	2758		
Average across ranks, Unionized	2795		

5.3.10.xi In sum, size of the grid steps proposed by the UNBC-FA is not intended to leapfrog other universities, nor is it a breakthrough item; it is intended only to achieve, in a first collective agreement, the PTR structure typical at comparator institutions.

5.3.10.xii In his Award of 2014, Arbitrator Ready acknowledged the reality of salaries at UNBC. He explicitly acknowledged “the UNBC faculty’s low/bottom salary standing relative to the salaries received by faculty at other representative institutions performing similar work (or arguably lesser work in the case of those comparators lacking a research profile or graduate student supervisory responsibilities” (*University of Northern British Columbia and University of Northern British Columbia Faculty Association (2014) (Ready) BoA, Tab 12 at p.10*).

5.3.10.xiii Critically, Mr. Ready also noted that “The University does not dispute the evidence from the FA on the matter of faculty agreements from other similar Canadian Universities. Indeed many institutions on the Association’s list of external comparators are drawn from the University Board of Governors’ own list, utilized in previous institutional analysis” (Ready, *supra*, BoA, Tab 12 at p. 11, emphasis added).

5.4 The Existing Salary System at UNBC Exhibits Significant Internal Inequities

5.4.1 The previous section has demonstrated the significant disparities between salaries at UNBC and other universities. The following section shows that the salary system that existed at

UNBC in the period before unionization is rife with internal inequities. So fundamentally flawed is that system that for a Section 55 arbitration award to include a system with such internal inconsistencies and inequities would be contrary to the guidelines put forward in *Yarrow*.

5.4.2 The Employer and the UNBC-FA have agreed that faculty salaries at UNBC exhibit very significant internal inequities. In fact, it was the Employer, on 12 March 2015, that presented scatter graphs that reveal the degree of salary inequity at UNBC. Figure 20, for example, illustrates the inequities among Assistant Professors at UNBC. Each blue diamond represents at least one person's salary. The graph reveals that four Assistant Professors with five years of service at UNBC have salaries ranging from less than \$75,000 to well over \$80,000. Furthermore, at least one Assistant Professor appears to have been offered a starting salary at hire that exceeded the salaries of many other Assistant Professors, including at least one with over ten years of service.

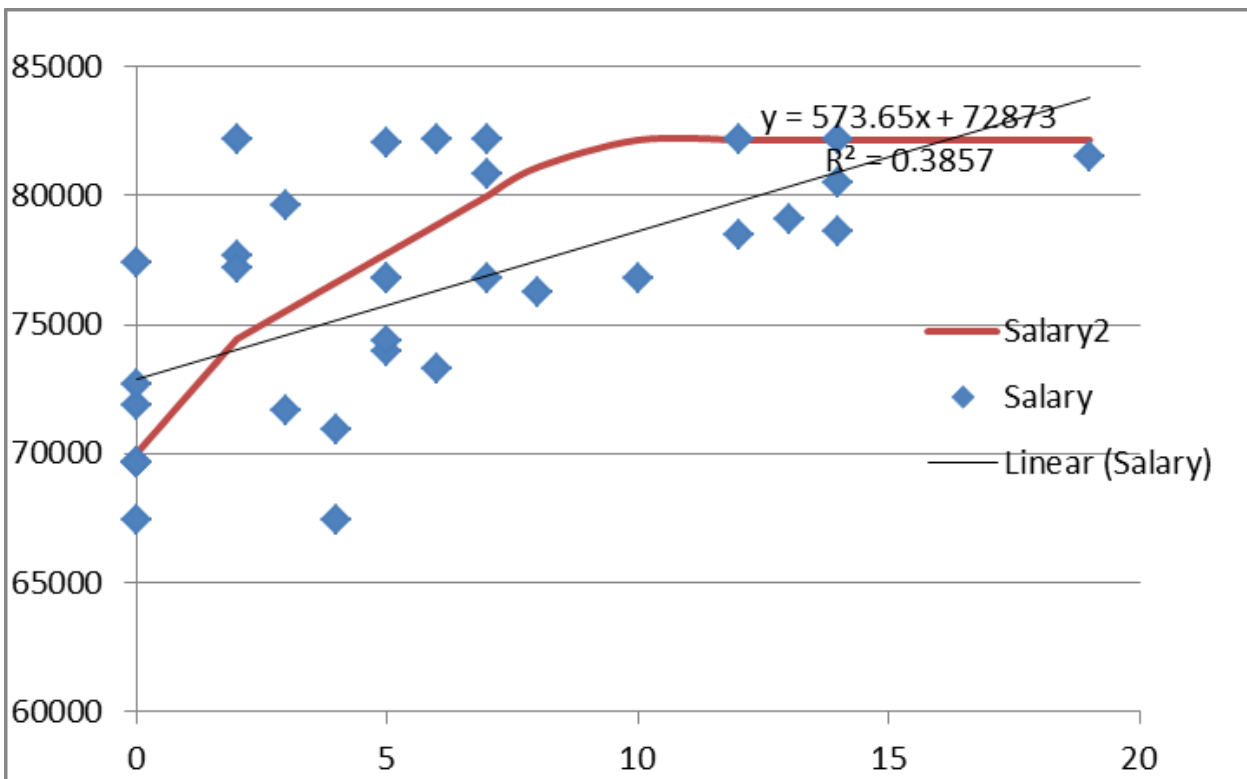


Figure 20. Employer's Scattergraph of Assistant Professor Salaries at UNBC. Source: UNBC Board of Governors' Contract Bargaining Team, 12 March 2014.

5.4.3 The red line on the graph shows progression through the rank of a hypothetical Assistant Professor with satisfactory performance, based on the current CDI award structure (\$2222 in each of the first 2 years, \$1111 thereafter each year, until the salary ceiling is reached). The Employer's bargaining team explained to the UNBC-FA bargaining team that they plotted the

starting salary at appointment *not* from the salary floor, but from a mid-rank salary (\$70,000), *reflecting the current practice under which starting salaries are generally placed above the salary floor to maintain competitiveness at UNBC in the hiring process.* The Employer explained that the plot of this red line shows the significant salary compression that exists at the rank of Assistant Professor, where many (>70 percent) of the Members will have much lower salaries for their years in rank than will newer appointments as they proceed through the rank in the future. It is noteworthy that the Employer has placed the bottom of this red line *above* the UNBC-FA's proposed salary floor for Assistant Professors, near the average salary floors of comparator institutions. Thus, the Employer's own scattergraph reveals that the UNBC-FA's proposed salary floor for assistant professors for the UNBC-FA's first collective agreement is eminently realistic and reasonable: it is slightly below the starting salaries that the Employer has been offering new hires.

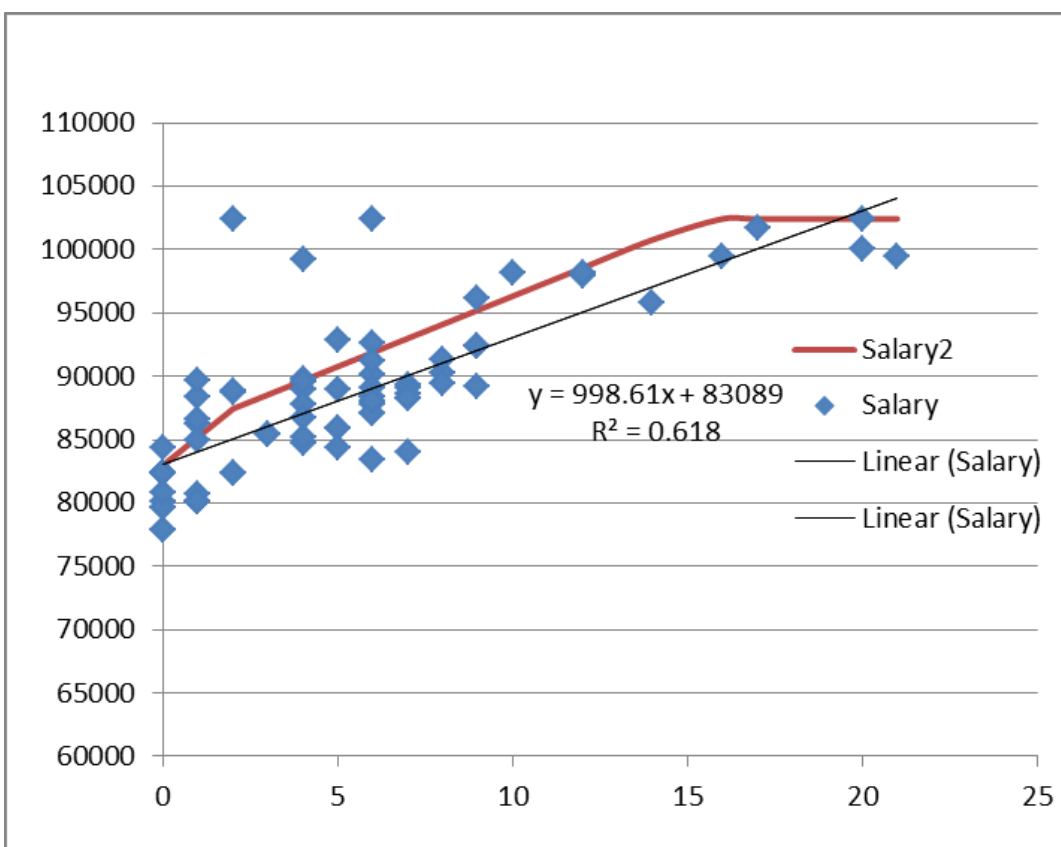


Figure 21. Employer's Scattergraph of Associate Professor Salaries at UNBC. Source: UNBC Board of Governors' Contract Bargaining Team

5.4.4 The Employer's scattergraph of salaries of Associate Professors at UNBC reveals that very significant inequities also exist at that rank (Figure 21). For example, the salaries of Faculty Members with six years of experience at the Associate Professor rank range from about

\$84,000 to about \$102,000. Furthermore, there is at least one new Associate Professor making more than many more senior Associate Professors, including one with nine years in rank.

5.4.5 Here again, the Employer plotted a red line, not from the salary floor, but from a mid-rank salary (\$83,089), reflecting the current practice under which new hires in rank are placed above the salary floor to maintain competitiveness at UNBC in the hiring process. The Employer's bargaining team explained that this red line was plotted to show the significant salary compression that exists at the rank of Associate Professor, where many of the existing members in rank (>70 percent) will have much lower salaries for their years in rank than will new appointments as they proceed through the rank in the future. Again, the Employer's graph eloquently shows the reasonableness of the UNBC-FA's salary proposal, which places the salary floor at \$84,000.

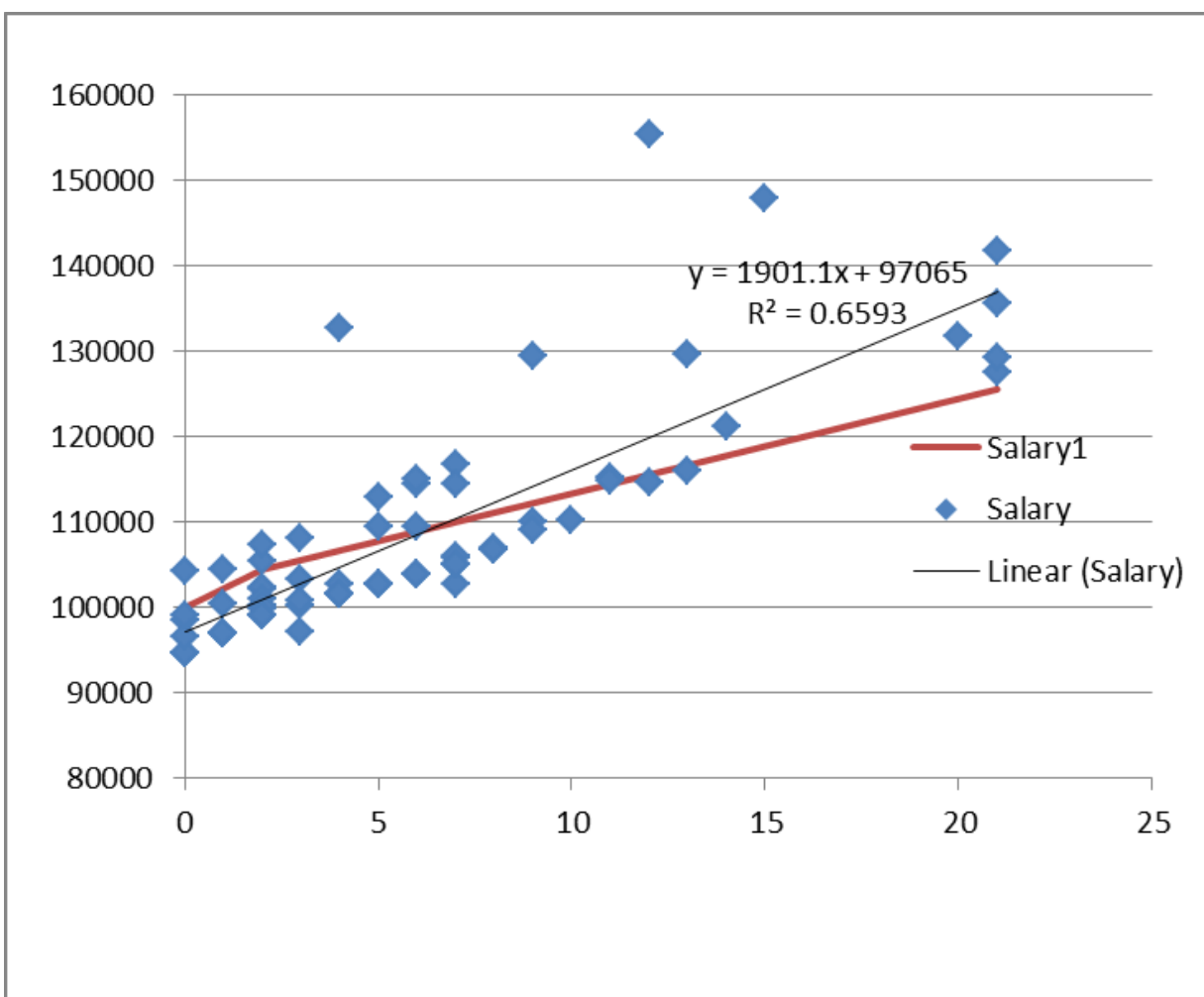


Figure 22. Employer's Scattergraph of Full Professor Salaries at UNBC. Source: UNBC Board of Governors' Contract Bargaining Team, 12 March 2015.

5.4.6 Full Professor salaries also exhibit significant internal inequities. The Employer's graph (Figure 22), provided to the UNBC-FA during bargaining, includes a red line showing the starting salary at appointment based on an averaging of salaries offered to newly hired full professors, not from the salary floor. The Employer's bargaining team explained that individuals hired as Full Professors typically earn salaries that are generally \$20,000 to \$40,000 above those of members who have attained the rank of full professor through promotion. Some salary compression is evident even under the current progress through the ranks salary structure, especially for members promoted to rank in the last 10 years.

5.4.7 The UNBC-FA asserts that Section 55 of the LRC requires a remedy to the current inequitable salary system. *Yarrow* indicates that

There must be internal consistency and equity amongst employees. ... internal equity refers to several things: first, ensuring that appropriate relationships are maintained between different employees in regard to the qualifications and the nature of their work and the responsibilities which they assume. However, it also refers to issues of employment equity and pay equity and to whatever legislative schemes may be in existence now or in the future.

Yarrow Lodge Ltd. (Re), supra (BoA, Tab 2 at p. 60)

5.4.8 The Employer's graphs are very significant because they reveal that a first collective agreement based on the pre-certification salary system (with a general wage increase and an improvement to the CDIs) would reproduce and perpetuate significant internal inconsistency and inequities among employees.

5.4.9 The UNBC-FA submits that the pre-certification salary system at UNBC needs to be replaced by a salary grid in the first collective agreement in order to comply with the guidelines put forward in *Yarrow*. As detailed below, a General Wage Increase cannot address the requirements of *Yarrow*.

5.5 Identifying the Solution I: Why a GWI Will Not Work

5.5.1 The UNBC-FA asserts that the implementation of a salary grid represents the best way to fix the broken salary system at UNBC for two important reasons. First, a salary grid can ensure internal equity, including employment equity. Second, salary grids are the norm at small primarily undergraduate universities in Canada.

5.5.2 While the Employer has repeatedly acknowledged the low compensation of UNBC faculty, it refused to propose a salary grid that would link compensation to academic rank and years in rank and thus refused to consider a system that would correct both the external and

internal inequities of the UNBC faculty salary system. Instead, the Employer proposed GWIs of 0 percent (2014), 1.0 percent (2015), 0.5 percent (2016), 1.5 percent (2017), 1.5 percent (2018), and 1.0 percent (2019) over a five-year term, and sought the implementation of a merit system that, in theory, might enable a few (but only a few) Members to reach sector-norm compensation.

5.5.3 The first problem with this approach is that the GWIs proposed by the Employer are very low relative to settlements across the country. Given that the average settlement for 2014 – 2015 is somewhere around 2 percent (higher at UNBC’s comparators), the Employer’s proposed GWI of 0 percent will set the Union’s Members even farther behind. The remaining GWIs offered by the Employer are similarly low relative to settlements in the sector (see BoE at Tab A-2).

5.5.4 More importantly, even the largest GWI will not fix the problem of internal inequities within the system. If an arbitrator awarded a GWI of 20 percent, the award would do nothing to fix the broken relationship of salary to academic rank and years in rank.

5.5.5 It must be remembered, too, that when the gap is as large as that between UNBC and its comparators, even a relatively generous-sounding GWI is being calculated on a much lower salary and thus may do little to repair the gap between UNBC and its comparators.

5.5.6 This can be seen through analyzing the Ready award of 2014. Arbitrator Ready awarded GWIs of 2.5 and 2.5 percent in each of the two years of the contract (2012 – 2014). As already noted, this exceeded the purported PSEC mandate, primarily as a result of what Mr. Ready called “persuasive evidence as to the UNBC faculty’s low/bottom salary standing” (**Ready, supra, BoA, Tab 12 at p. 10**). But because the average GWI on much higher salaries at primarily undergraduate universities was 2.0 (2.3 at our comparators), and because nothing was done to repair the CDI structure at UNBC, UNBC-FA Members have actually fallen *farther* behind.

5.5.7 For example, a mid-range Assistant Professor at UNBC was earning 94 percent of her colleague’s salary at the University of Prince Edward Island just before Arbitrator Ready’s award. Today, notwithstanding Arbitrator Ready’s award, that same Faculty Member is earning only 89 percent of her colleague’s salary at the University of Prince Edward Island.

5.5.8 An Associate Professor with eight years in rank at UNBC was earning 84 percent of his counterpart’s salary at Brandon before Arbitrator Ready’s award. Today, despite two years of 2.5 percent raises, an Associate Professor with eight years in rank at UNBC earns 77 percent of the salary of his colleague at Brandon University.

5.5.9 Senior Full Professors (13 years in rank) were paid only 73 percent of what their colleagues at Trent University were paid in 2012, but they are paid only 71 percent of their counterparts’ salaries today. When compared with salaries at all of our comparators, salaries of

all ranks at UNBC have fallen behind salaries at other universities over the past two years even though faculty were awarded two years of 2.5 percent GWIs in 2012.

5.5.10 Thus a GWI would have to be very large indeed to begin to address the external inequities of the salary system, and even the most massive GWI would further entrench inequities among UNBC faculty.

5.5.11 For these reasons, the UNBC-FA repeatedly asserted during this round of negotiations that it sought no GWI, and urged the Employer to put its money instead into a grid system that would meet the Union's need for an equitable, consistent salary system that would bring UNBC into the band of its comparators. A GWI cannot meet the Union's needs, nor can a GWI conform to the principles and requirements of *Yarrow*.

5.5.12 The UNBC-FA submits that the pre-certification salary system at UNBC needs to be replaced by a salary grid in the first collective agreement in order to comply with the guidelines put forward in *Yarrow*. Moving from diagnosis to cure, we now present and defend the remedy: a sector-norm salary grid.

5.6 Identifying the Solution II: A Sector-Norm Salary Grid

The UNBC-FA asserts that the implementation of a salary grid represents the best way to fix the broken salary system at UNBC for two important reasons, both of which are relevant to the principles of *Yarrow*. First, the salary grid reflects objective criteria: salary grids are the norm at small primarily undergraduate universities in Canada. Second, a salary grid can ensure internal equity, including employment equity.

5.6.1 UNBC comparators with salary grids

5.6.1.i Most of UNBC's comparators have salary grids, as is clear from the table below.

Figure 23. Comparator institutions with/without salary grids

Institution	Salary grid	No salary grid
Acadia	•	
Brandon	•	
Lakehead		•
Lethbridge		•
Mount Allison	•	
PEI	•	
Regina		•
St FX	•	
Trent	•	

As the table indicates, 6 of 9, or 67 percent, of our comparators have salary grids. Of our eight primarily undergraduate comparators, 6, or 75 percent have grids. Similarly, **of our eight unionized comparators, six have salary grids (See Appendix A).**

5.6.1.ii As has already been noted, others have salary systems with salary floors and CDIs that operate much like grids and ensure that salaries there are much higher than those at UNBC (See Appendix A). Furthermore, at the one non-unionized comparator, University of Lethbridge, a grid system has been mooted; in 2013 the parties established a working group whose mandate was to “inform the negotiating parties regarding salary structures, including either salary range maximums for Assistant Professors, Associate Professors, and Librarian I, II, III or the establishment of a salary grid structure.”³

5.6.2 Other small primarily undergraduate universities with salary grids

5.6.2.i Salary grids also exist in most of the other small, primarily undergraduate universities in Canada. The following list completes the list of small primarily undergraduate universities included in the *Maclean’s* list. As can be seen from the table, 70 percent have salary grids (see Appendix B). Two of the others have complex systems of salary floors and increments, while UOIT is structured very differently from UNBC. These non-grid salary systems are provided in Appendix B.

Figure 24. Non-comparator primarily undergraduate universities with/without salary grids

Institution	Grid	No Grid
Bishop’s	•	
Cape Breton	•	
Laurentian		•
Moncton	•	
Mount St. Vincent	•	
Nipissing	•	
Saint Mary’s	•	
St Thomas	•	
UOIT		•
Winnipeg		•

5.6.2.ii While a few faculty unions in other locations have negotiated salary schedules other than salary grids, to our knowledge, it would be unprecedented for an arbitrator to impose something other than a salary grid in a first collective agreement at a small, primarily undergraduate university in Canada.

³ *University of Lethbridge Faculty Handbook*, ratified 23 September 2014, available at http://www.uleth.ca/hr/sites/hr/files/ULFA_Faculty_Handbook_0.pdf

5.6.3 Salary grids at other Canadian universities, at other post-secondary Institutions, and in the public sector

5.6.3.i Although salary grids are not as common at large universities as they are at smaller ones, they can be found at several large universities. For example, the University of Alberta and Concordia University (Montreal) both have salary grids. Furthermore, elsewhere in the post-secondary education sector, salary grids are the norm. For example, salary grids are in place at teaching universities (such as Thompson Rivers University, Vancouver Island University), community colleges (such as College of New Caledonia, Northern Lights College), and technical institutes (such as BCIT) in British Columbia. Furthermore, salary grids are the norm in the public sector in British Columbia.

5.6.3.ii A salary grid is the most straightforward way to ensure that *Yarrow's* criteria regarding consistency and equity are met.

5.7 How a Salary Grid Addresses the Problems with Salaries at UNBC

5.7.1 Remedying external inequities and moving toward sector norm

5.7.1.i To demonstrate how the UNBC-FA's compensation proposals will remedy *external* inequities (the distance between UNBC-FA Members and those performing identical work at comparator institutions), we present here a series of graphs similar to those in Section 5.3. However, where those tables show the *current* UNBC salary system, this time we present the UNBC-FA's proposed salary system for the first year of the agreement (1 July 2014 – 30 June 2015) and its relationship to salary systems in place for the same year at our comparators.

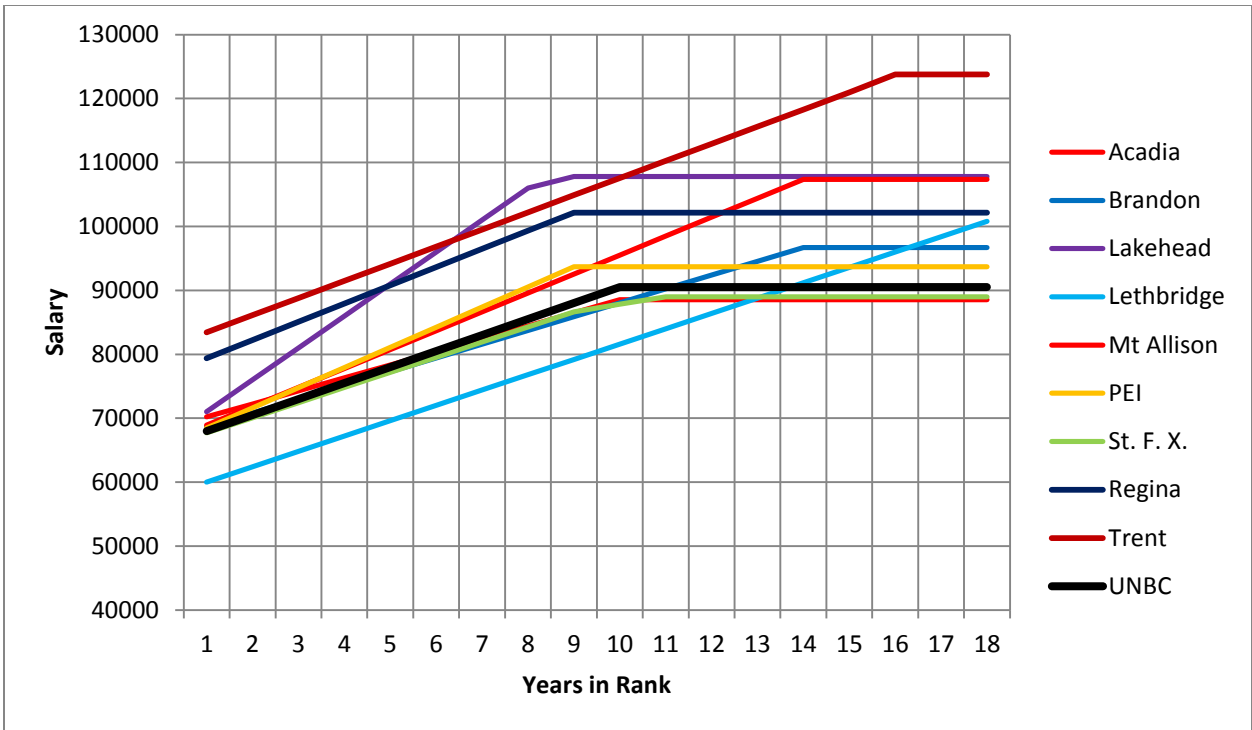


Figure 25. Proposed UNBC-FA Assistant Professor salaries, with actual salaries at comparators (2014 –2015)

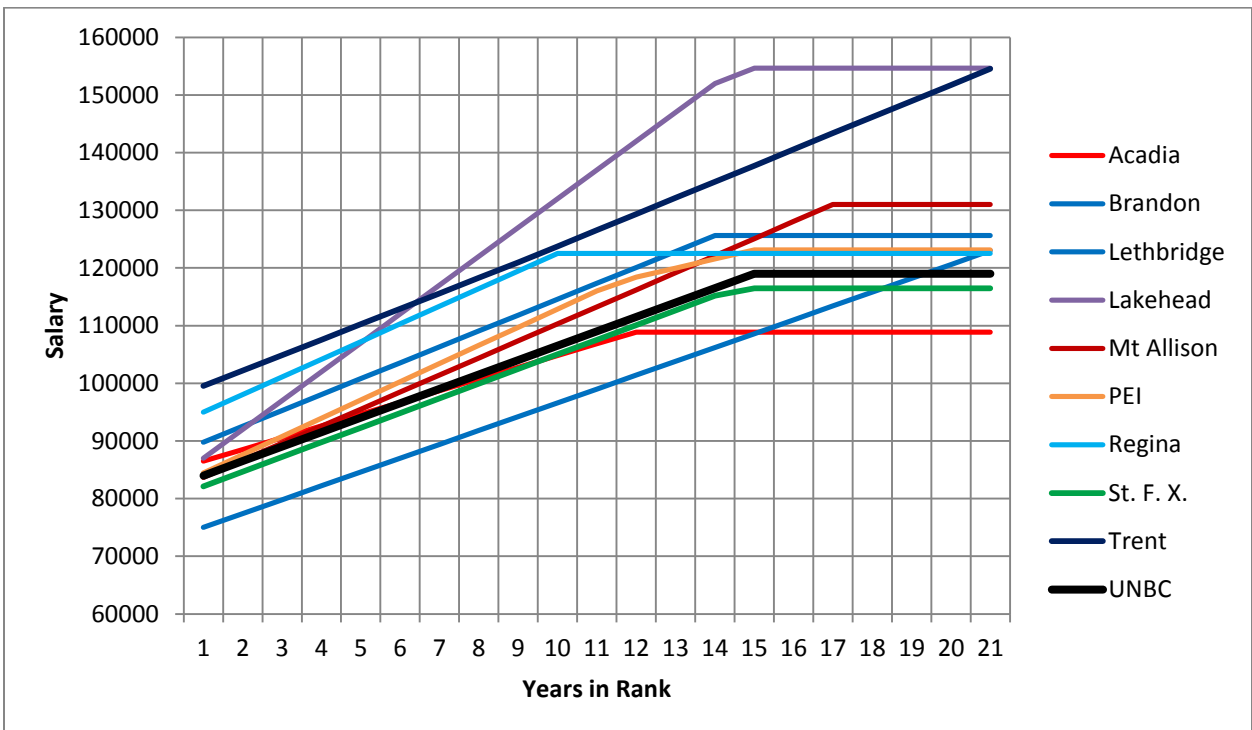


Figure 26. Proposed UNBC-FA Associate Professor salaries, with actual salaries at comparators (2014– 2015).

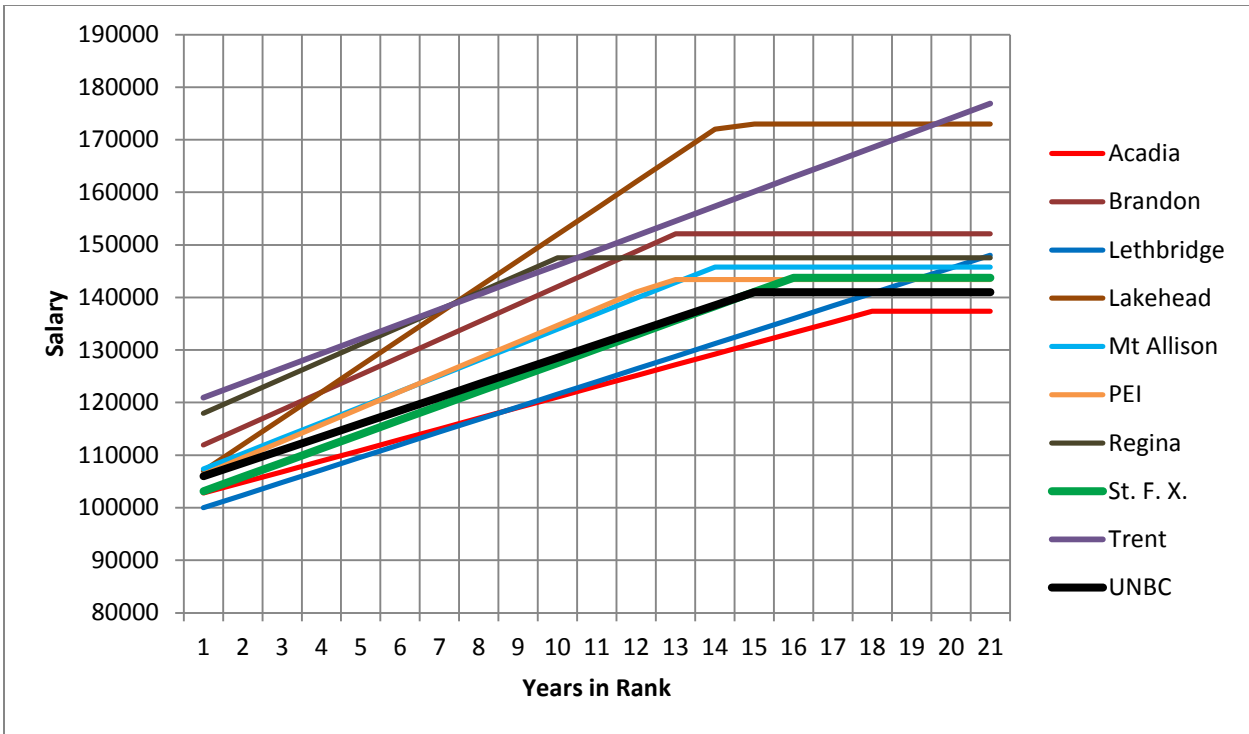


Figure 27. Proposed UNBC-FA Full Professor salaries, with actual salaries at comparators (2014 – 2015)

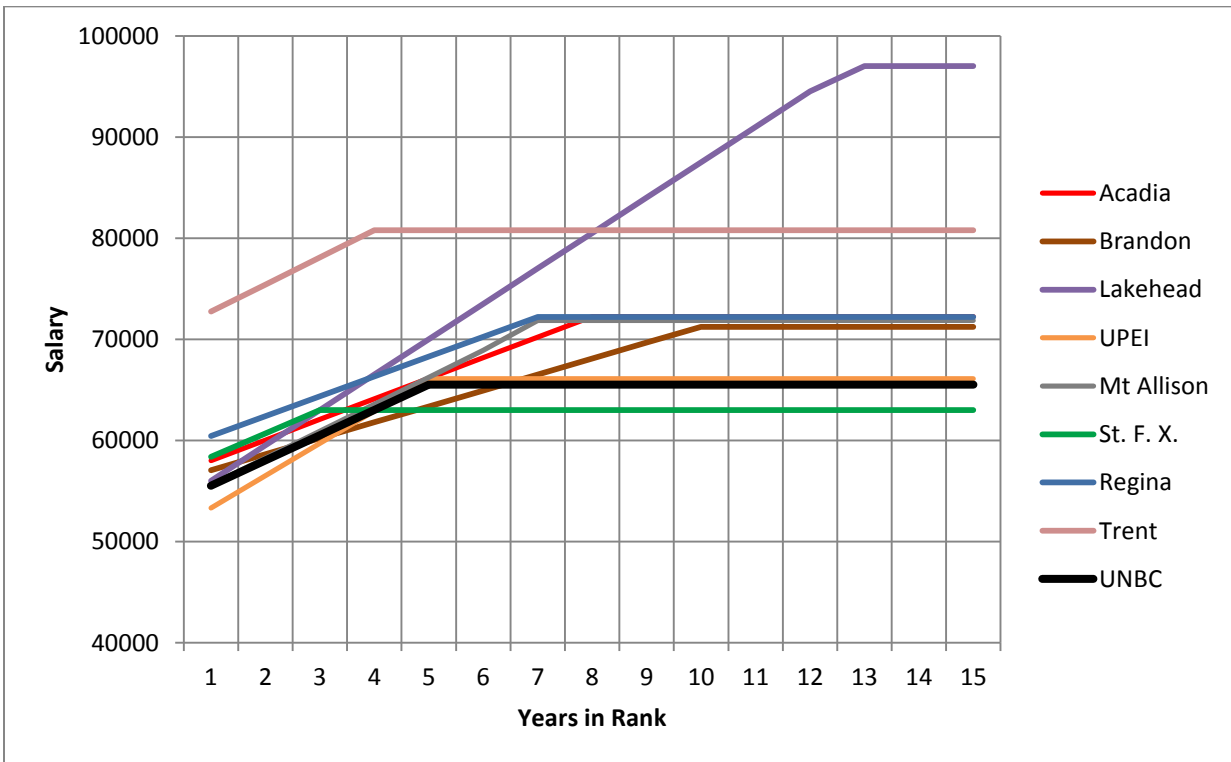


Figure 28. Proposed UNBC-FA Librarian I salaries, with actual salaries at comparators (2014 – 2015).

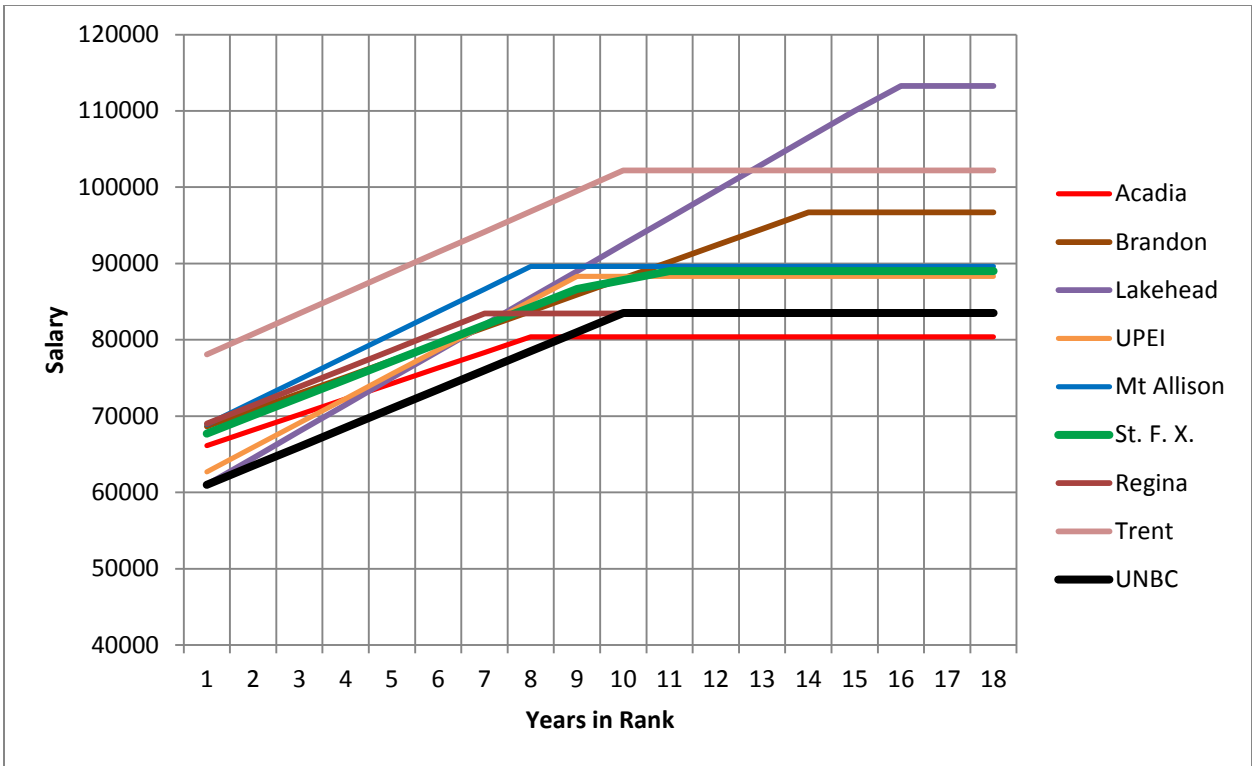


Figure 29. Proposed UNBC-FA Librarian II salaries, with actual salaries at comparators (2014 – 2015).

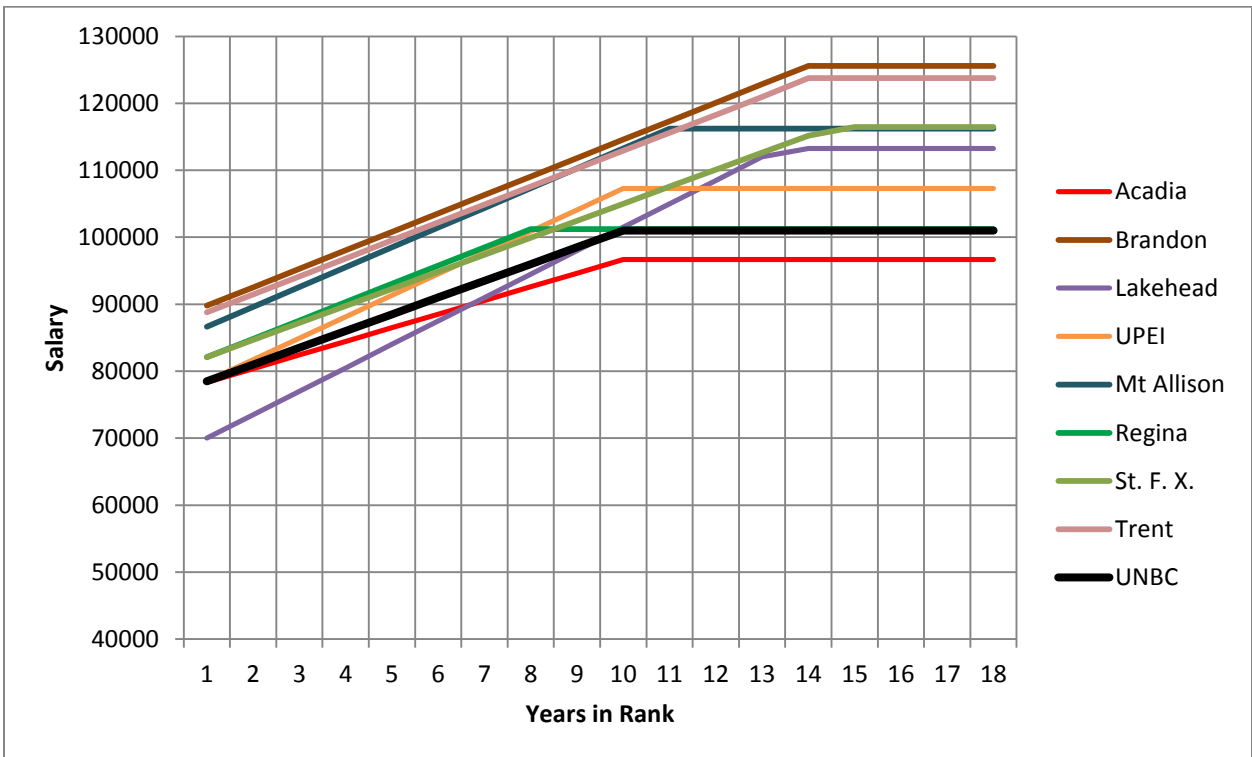


Figure 30. Proposed UNBC-FA Librarian III salaries, with actual salaries at comparators (2014 – 2015)

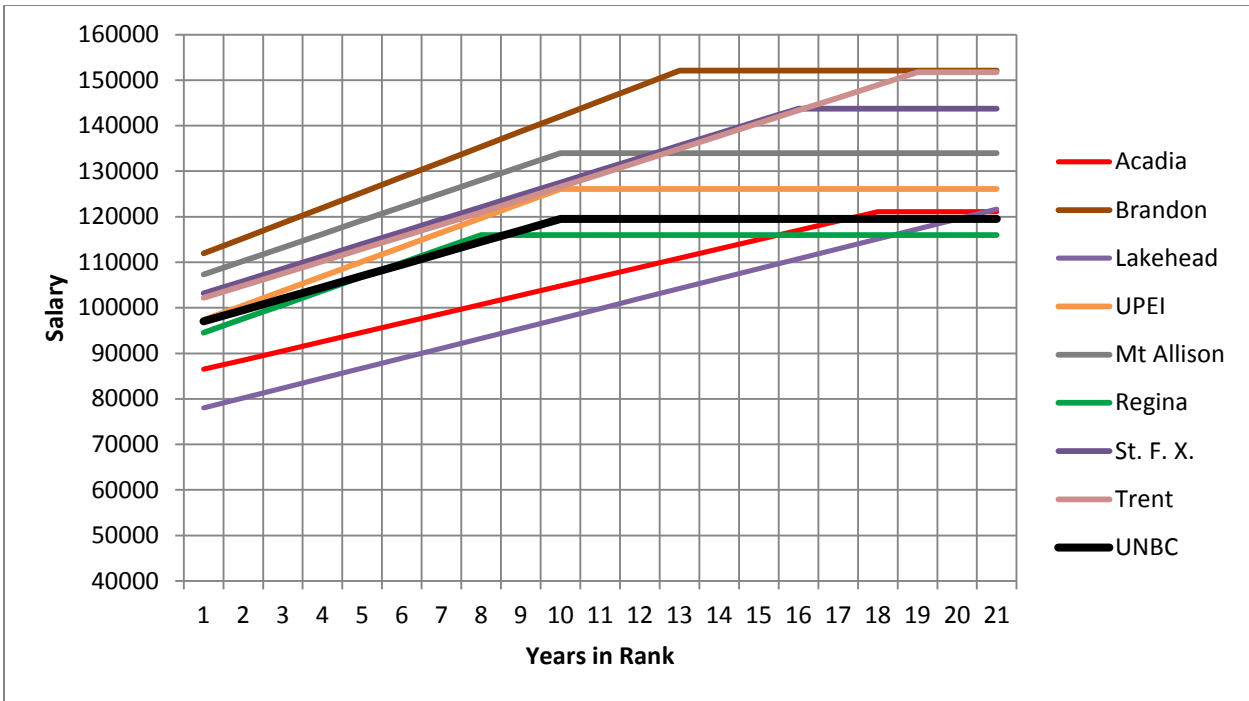


Figure 31. Proposed UNBC-FA Librarian IV salaries, with actual salaries at comparators (2014 – 2015).

5.7.1.ii As can be seen from these graphs, the salary proposals of the UNBC-FA for 2014 – 2015 will move UNBC’s salary line into the fourth quintile of comparators. The UNBC-FA asserts that this is a modest and reasonable proposal, particularly considering the top ranking of UNBC.

5.7.1.iii Below, we present the proposals for the second year of the Agreement (1 July 2015 – 30 June 2016), again in relation to salary systems at our comparators (Lakehead is excluded because a collective agreement has not yet been negotiated for that year) for 2015-16.

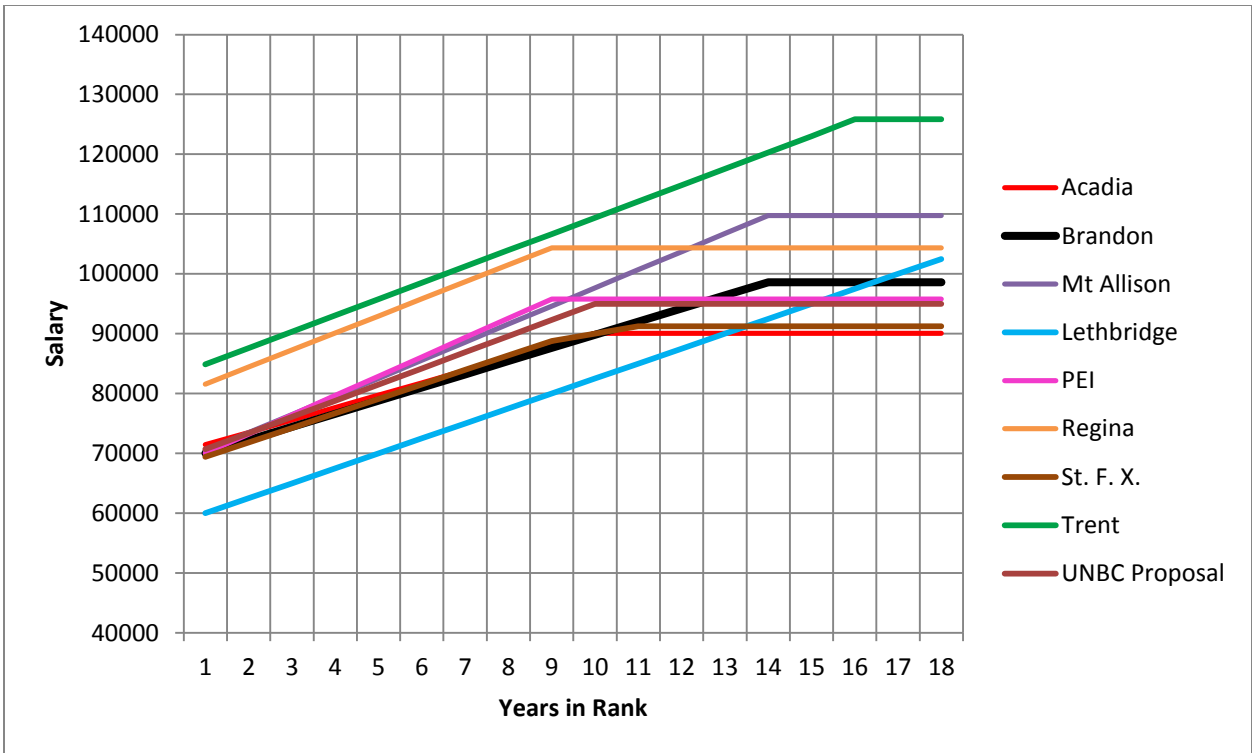


Figure 32. Proposed UNBC-FA Assistant Professor salaries, with actual salaries at comparators (2015 – 2016)

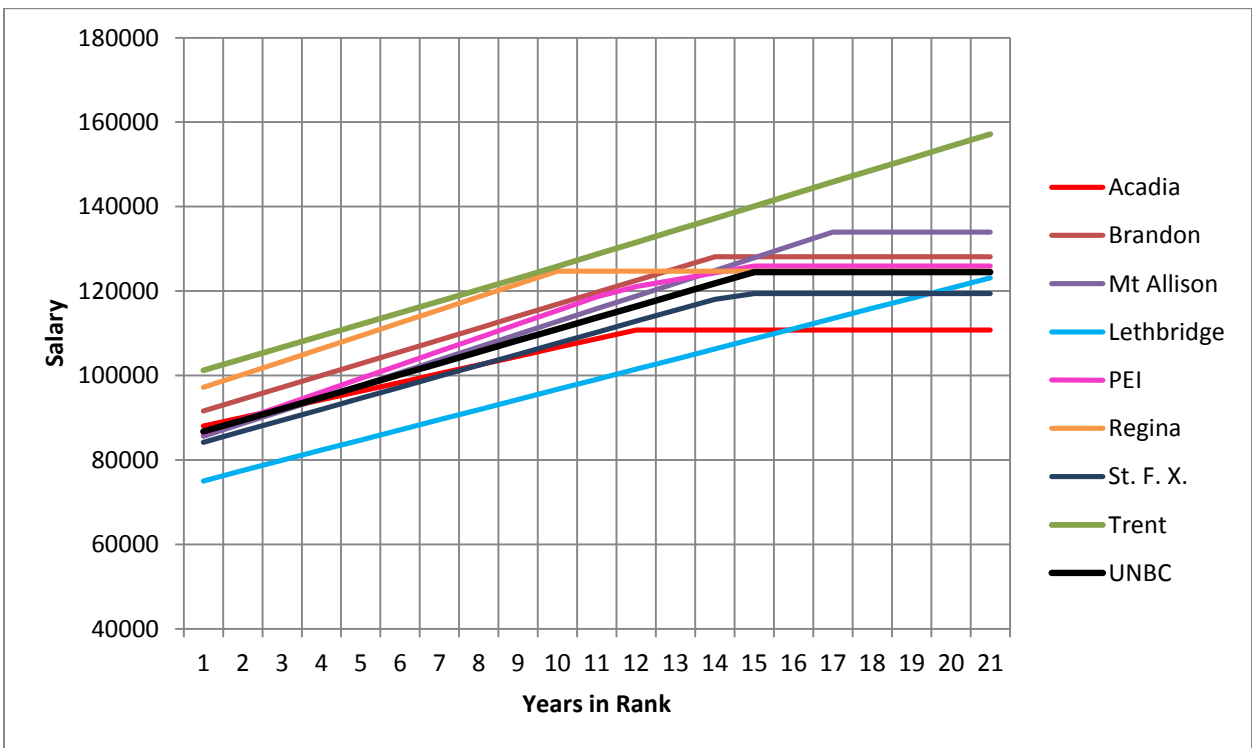


Figure 32. Proposed UNBC-FA Associate Professor salaries, with actual salaries at comparators (2015 – 2016)

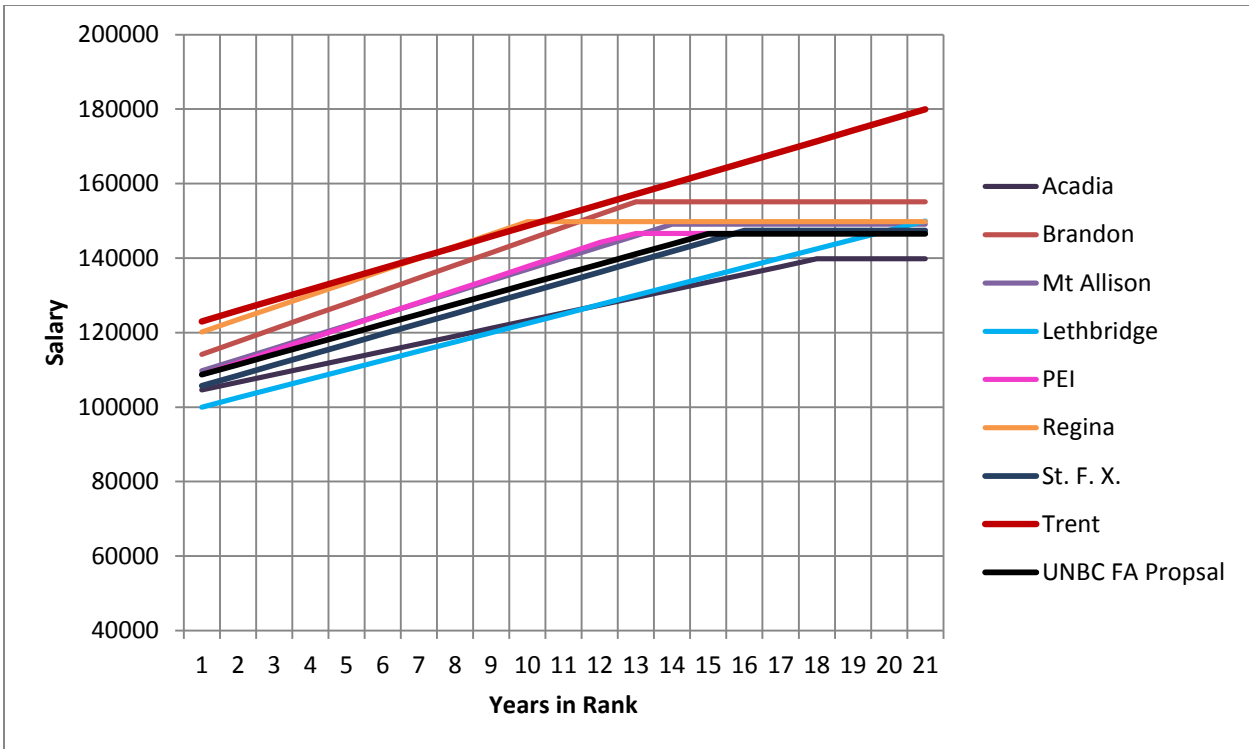
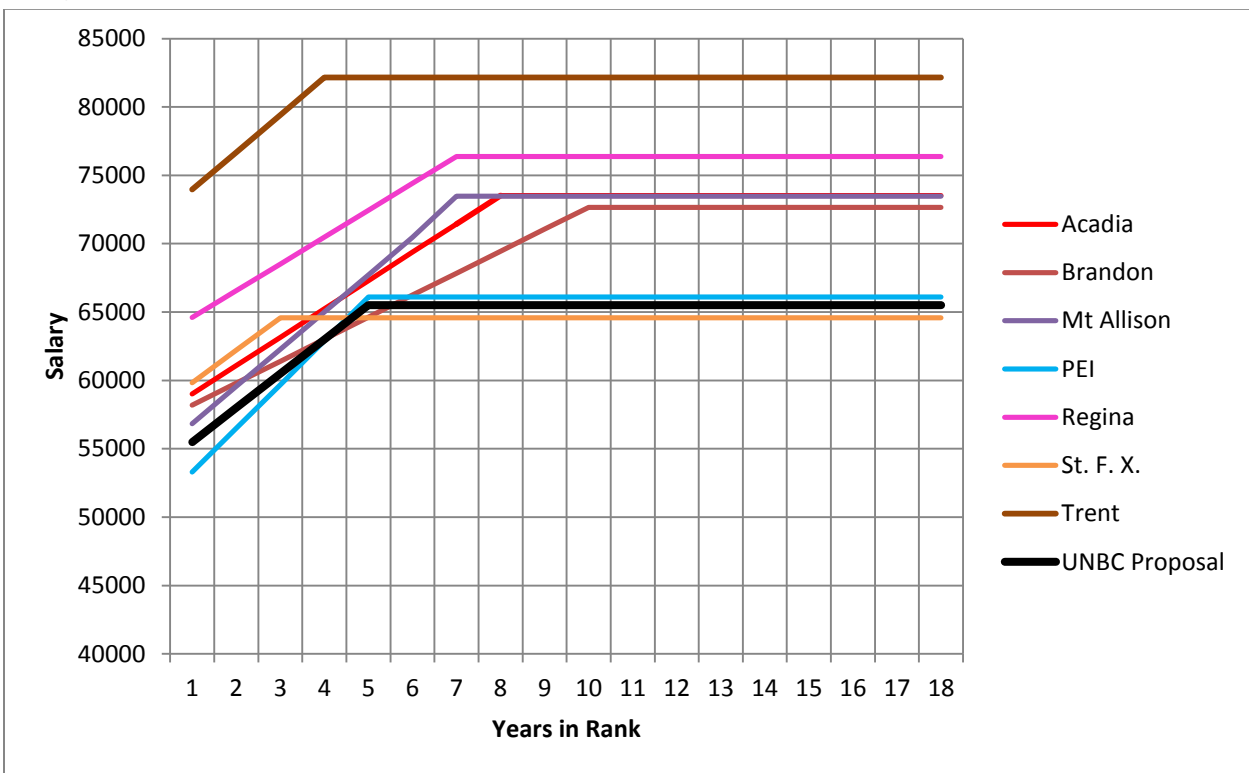


Figure 33. Proposed UNBC-FA Full Professor salaries, with actual salaries at comparators (2015 – 2016).



*The University of Lethbridge appears not to have retained the Librarian I position.

Figure 34. Proposed UNBC-FA Librarian I salaries, with actual salaries at comparators (2015 – 2016)

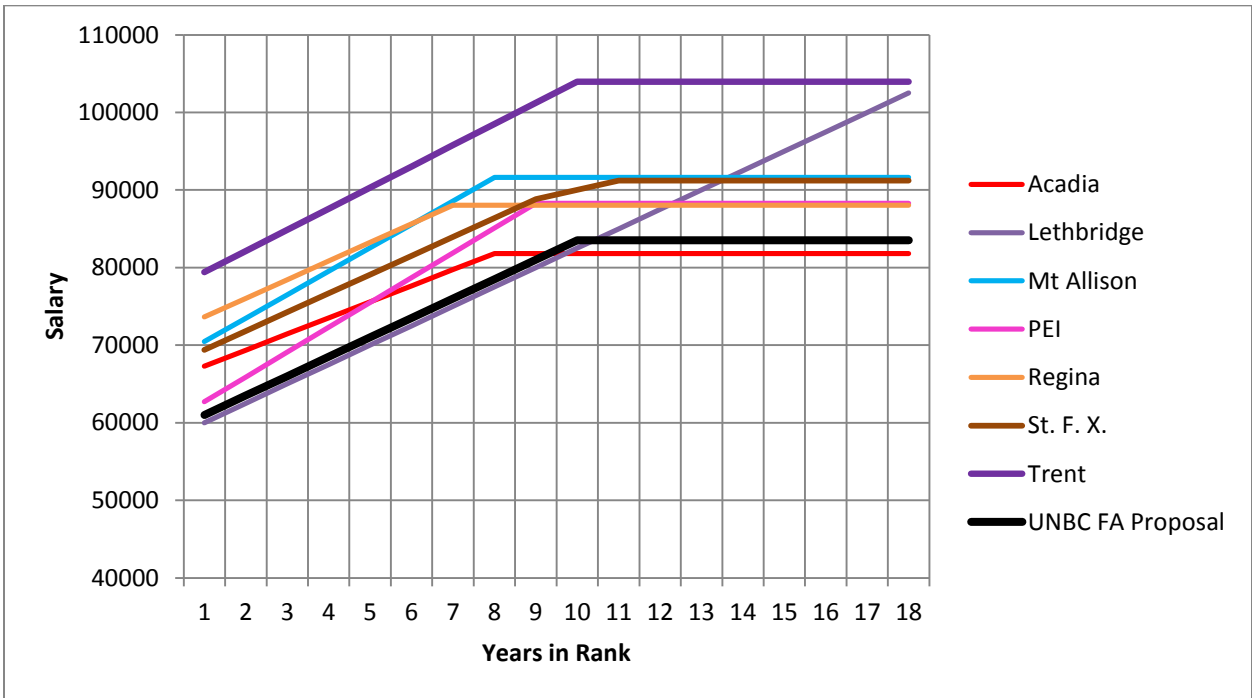


Figure 35. Proposed Librarian II salaries, with UNBC-FA proposal (2015 – 2016).

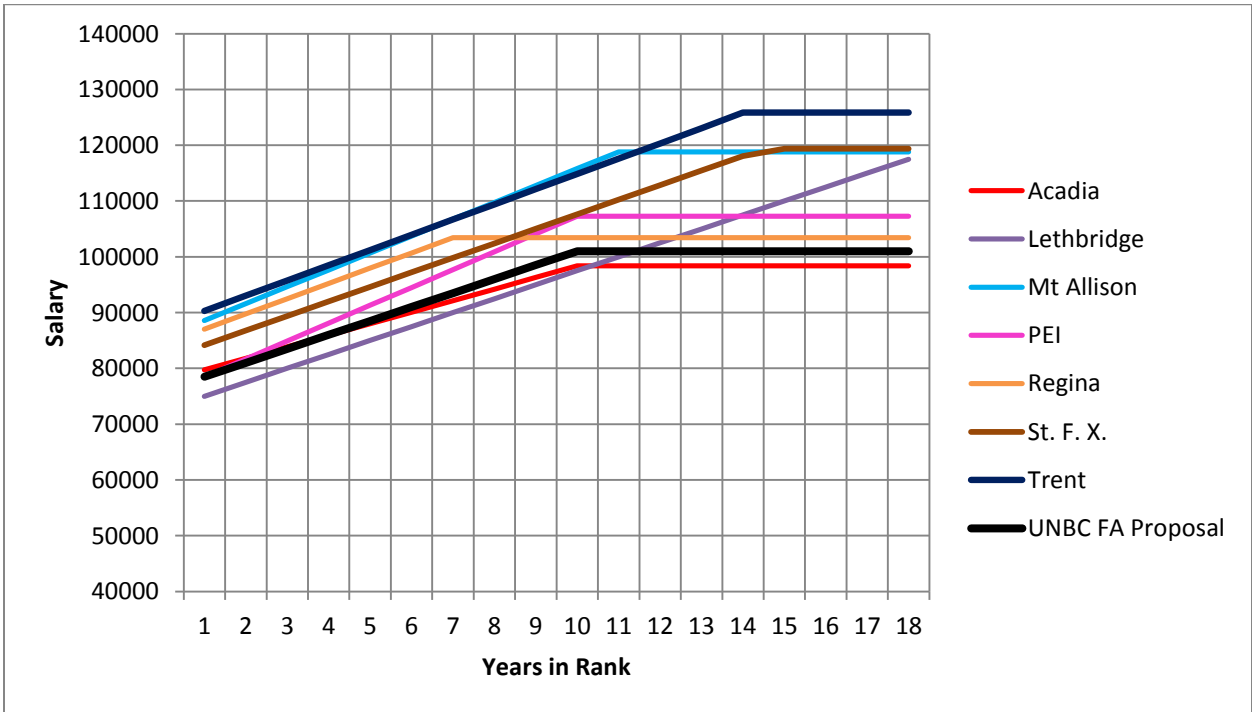


Figure 36. Proposed Librarian III salaries, with UNBC-FA proposal (2015 – 2016)

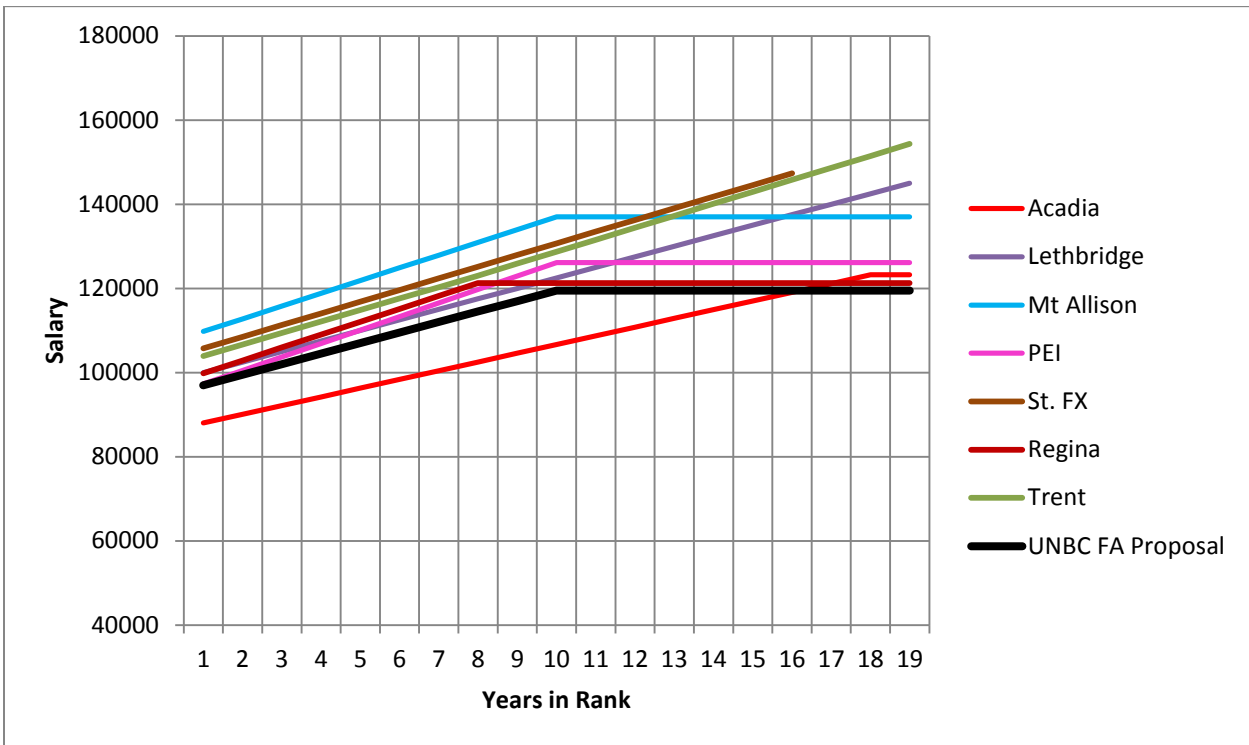


Figure 37. Proposed Librarian IV salaries, with comparators (2015 – 2016).

5.7.1.iv The above graphs demonstrate how the second year of the UNBC-FA proposal will nudge UNBC-FA closer to average compensation, though UNBC compensation will still be well below that of comparators such as Mount Allison and Trent, longstanding comparators used by the Employer.

5.7.1.v The UNBC-FA proposal therefore begins to remedy the *external* inequity between UNBC faculty and their colleagues performing identical work at comparator institutions. Below, we demonstrate how the proposal will create *internal* equity among UNBC-FA Members.

5.7.2 Addressing internal inequities and correcting the salary slope

5.7.2.i We present now a number of graphs that show the effect that the implementation of the UNBC-FA's salary grid would have on actual salaries at UNBC. Figure 38 shows actual salaries (30 June 2014) of Faculty Members at the Lecturer rank at UNBC in blue diamonds. The UNBC-FA's proposed salary steps are shown in green diamonds. This graph again underscores the fact that a salary grid is the only realistic way to deal with the internal inequities now exhibited in UNBC salaries.

5.7.2.ii Under the UNBC-FA proposal, if any Member's salary as of 30 June 2014 (blue diamond) falls below the grid step of 1 July 2014 (green diamond), that Member's salary will be adjusted upwards to the grid step. Members whose salaries are above the new grid step will retain their previous salary.

5.7.2.iii Subsequent graphs (Figure 39-Figure 41) serve the same purpose as the first graph, but for Faculty Members in professor ranks. In each case, the graph shows how the internal inequities that now plague the UNBC salary system can be addressed.

5.7.2.iv Because of the small numbers of Librarian Members at the rank of Librarian I, Librarian II, or Librarian III, we present a graph only of the Librarian IV rank (Figure 42).

5.7.2.v For a similar reason, we also present a graph only of the SLI III rank (Figure 43).

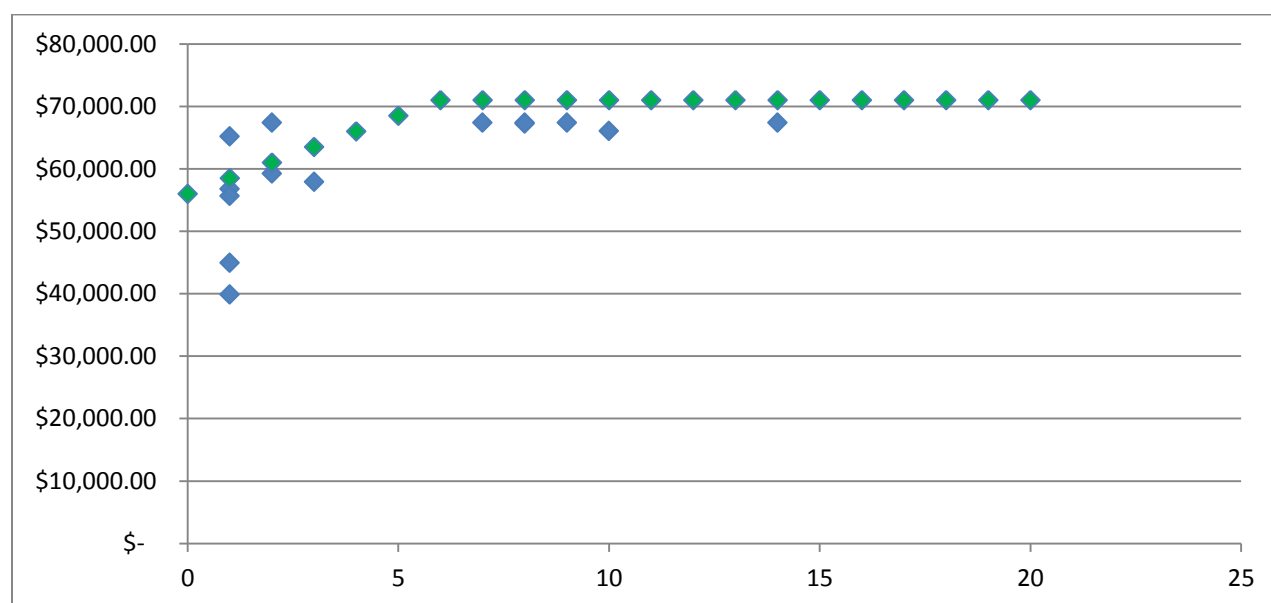


Figure 38. Lecturer Salaries (30 June 2014) and the UNBC-FA Proposal for 1 July 2014.

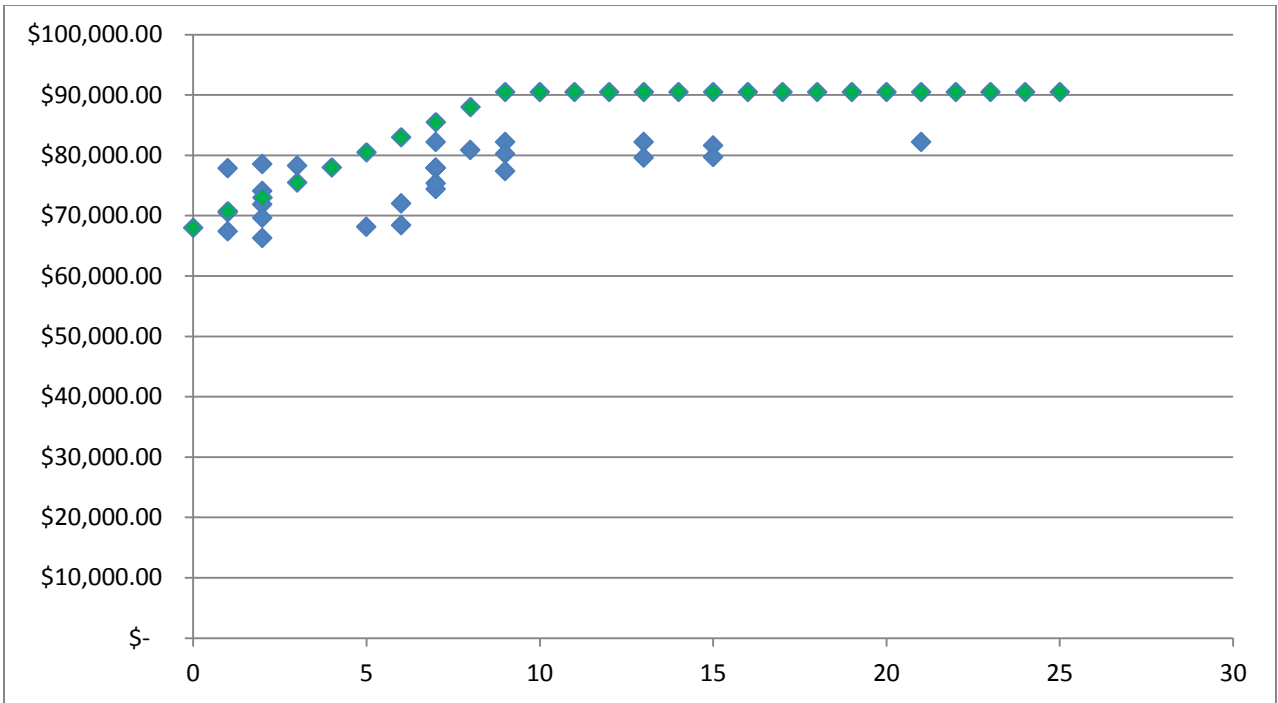


Figure 39. Assistant Professor, Current Salaries (Blue dots) and UNBC-FA Proposal (Green Dots) for 1 July 2014.

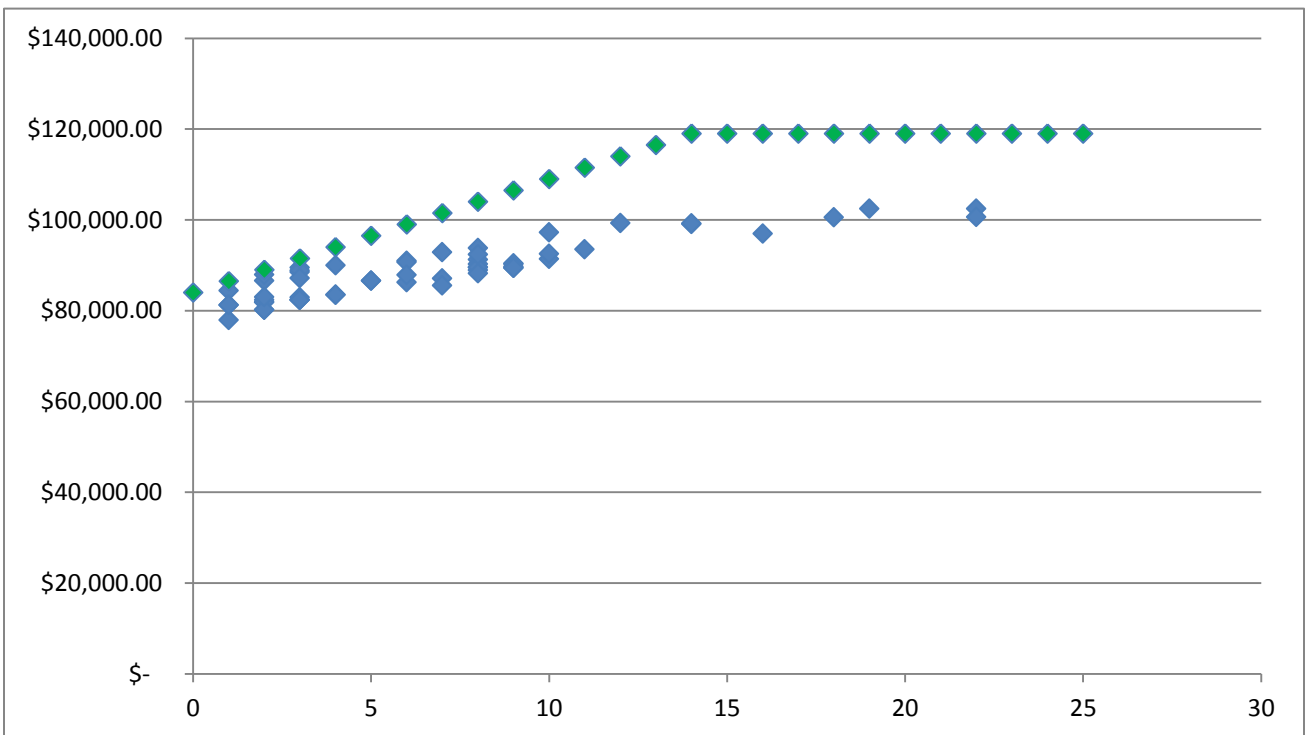


Figure 40. Associate Professor, Current Salaries (Blue dots) and UNBC-FA Proposal (Green Dots) for 1 July 2014

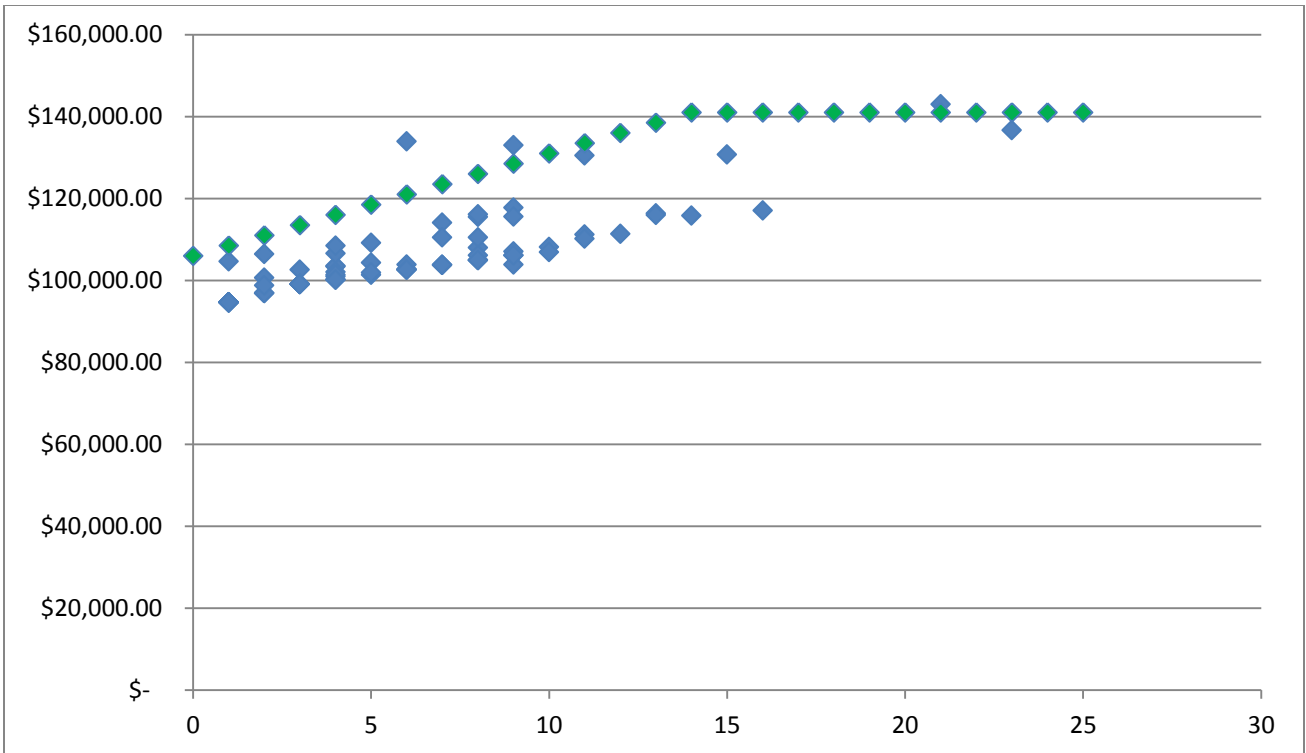


Figure 41. Full Professor, Current Salaries (Blue dots) and UNBC-FA Proposal (Green Dots) for 1 July 2014.

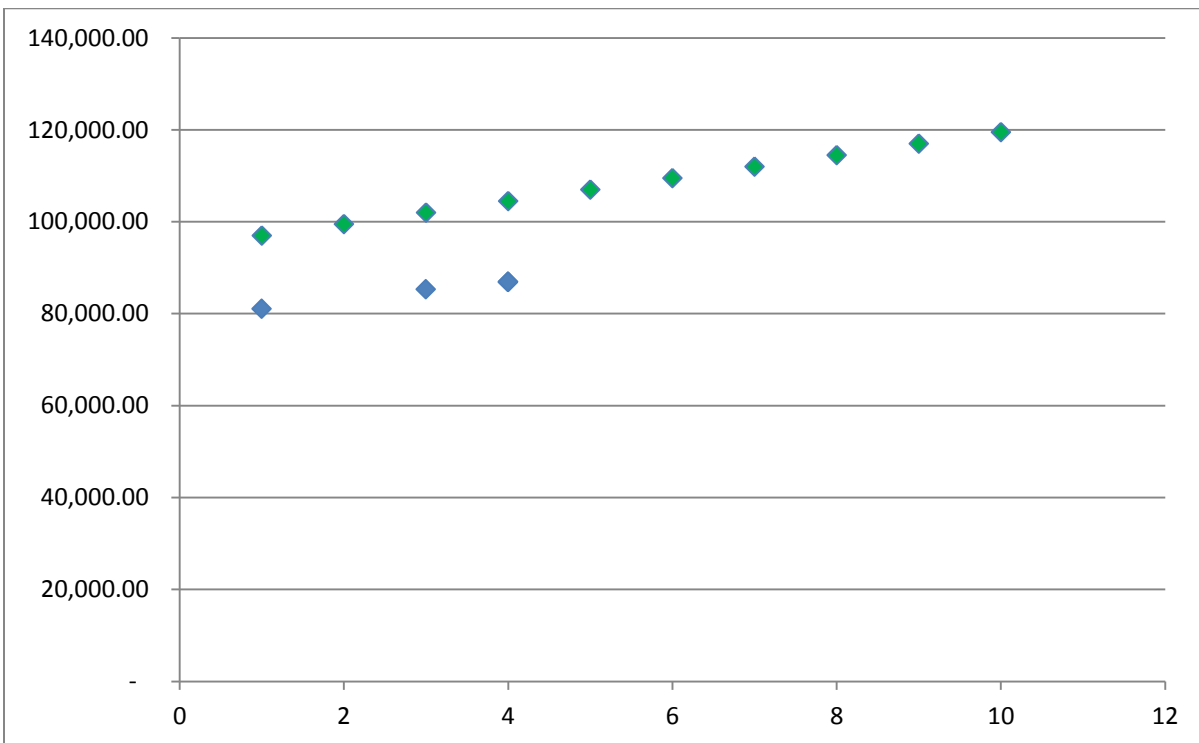


Figure 42. Librarian IV, Current Salaries (Blue dots) and UNBC-FA Proposal (Green Dots) for 1 July 2014.

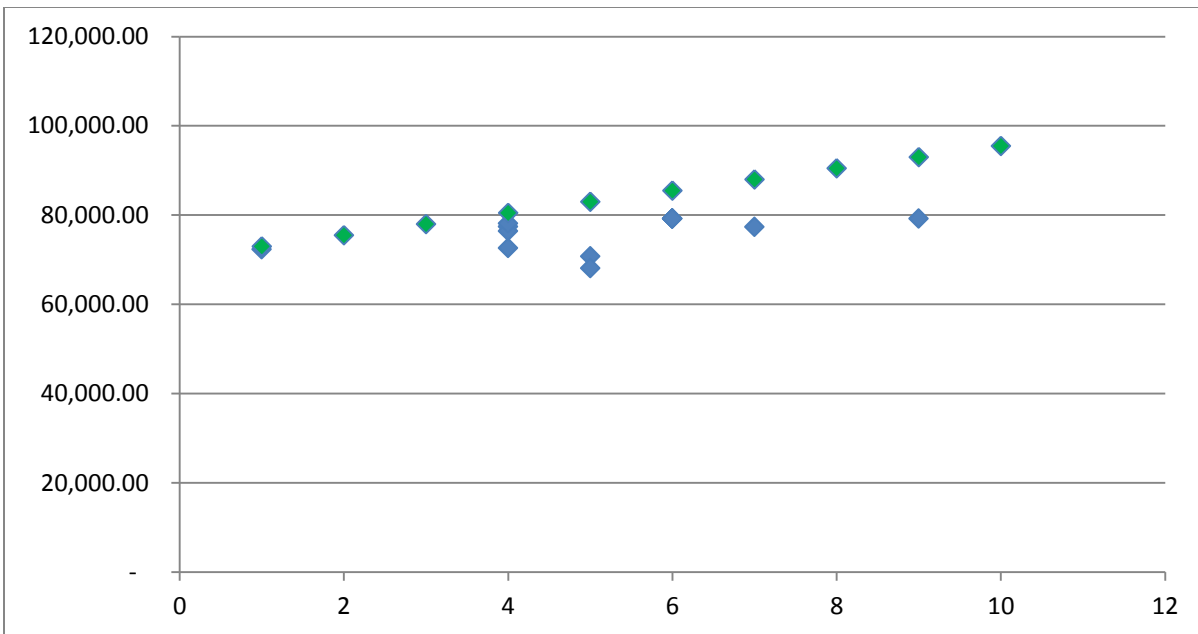


Figure 43. Senior Laboratory Instructor III, Current Salaries (Blue dots) and UNBC-FA Proposal (Green Dots) for 1 July 2014.

5.7.2.vi The above discussions show how the proposed salary grid will remedy both external and internal inequities. In order to restructure the UNBC salary system in a fair, equitable, and consistent manner, Members must be individually placed (“remapped”) onto the grid system, with compensation increases varying.

5.7.2.vii As the above grids show, Members can expect different increases based on their distance from the grid. That is, implementation of the grid will be a remapping of salaries. This will result in increases ranging from 0 percent (for the 20 Members whose salaries are above the proposed grid) to 25.7 percent (for one long-serving member) in 2014. The average salary increases would be 11 percent in 2014-15, and 5 percent in 2015-16. It is important to note, however, that most of the largest salary increases would go to older, long-serving members who are near retirement. In fact, of the fifteen Members who would see the largest salary increases (\$20,000-\$24,313) two have already retired or announced their retirement, nine are 60 years old or older, and only two are younger than 55. The largest salary increases are therefore few in number, and the costs associated with them are likely to be short-lived. On the other hand, 9.3% of our members would see no salary increase at all in 2014-15, and 23.3% of our members would see salary increases of less than \$5,000.

5.8 Salary Remapping is Necessary

5.8.1 The remapping of salaries to place Members onto the grid is a crucial step. Remedying the low CDI values would, over time, allow the most junior faculty to achieve lifetime earnings closer to those of faculty at comparator institutions. However, for full-time faculty who are more senior and have been at UNBC for more than a few years, salary remapping is critical to

achieving equity with their peers at other institutions performing the same work and holding the same rank.

5.8.2 Moreover, the remapping of salaries to place Members onto the salary grid is necessary to achieve internal equity at UNBC. Again, remedying the size of the CDI is an important step, but it will not address the deformation of the UNBC salary system, which has resulted in serious salary compression.

5.8.3 Because UNBC's salaries and CDI values are so low, length of service at UNBC is the single most significant predictor of the distance between a Faculty Member's salary and the sector norm.

5.8.4 The Employer has recognized the reality of UNBC's low salaries in its hiring practices, appointing newly hired faculty well above the UNBC salary level appropriate for their rank. This constitutes tacit recognition on the part of the Employer that the current salary system is inadequate. In fact, the Employer has stated in connection with its salary proposal that it "assumes that all replacements will be recruited at a salary level equal to the top of the Assistant rank." ("New Article 48—Compensation" in BoE, Tab A-15).

5.8.5 This administrative practice means that the more recent one's hire at any rank, the more likely one is to enjoy a sector-norm salary. This produces the phenomenon detailed above and exposed by the Employer's own graphs: a situation in which there is little evidence of the normal relationship of academic rank, and years in rank, to salary. The UNBC-FA's proposed grid corrects the anomalies in the salary structure and thus restores the appropriate relationship among rank, years in rank, and compensation.

5.9 Salary Remapping Has Precedent at UNBC

5.9.1 In the past, the parties have agreed that UNBC's salaries were out of step, particularly for long-serving Members. This phenomenon has been described as "salary compression," a term accepted by the Employer and used by the parties. The parties have also agreed that adjustments could be made to correct this. The 2004 – 2006 Faculty Agreement, for example, recognized "the significant salary compression for those appointed in rank prior to 2001" (Article 48.7.1, p. 170), and a special fund was allocated to address compression (BoE, Tab A-14).

5.9.2 The existence of salary compression was also recognized by the report of the 2008 UNBC Joint Working Group on Salary Compression (*Report of the UNBC Salary Compression Working Group*, BoE, Tab A-3). The working group, with members representing both the UNBC-FA and the Employer, identified the PTR structure as a concern. The group noted that Faculty Members were increasingly falling between their counterparts at other Canadian institutions when comparing salary by years in rank.

5.9.3 The Employer responded to the report by implementing salary adjustments for selected Full Professors – those whose salaries had been identified as particularly out of step – on 1 July 2009 (BoE, Tab A-4). As shown in Tab A-4, the adjustments for these faculty (over and above the general increases in the Faculty Agreement) ranged between 1.7 and 5.1 percent.

5.9.4 The UNBC-FA submits that the history of discussions of salary compression is important because this history demonstrates that:

- the Employer has recognized that a salary structure should provide for orderly progress through the ranks, with compensation linked in a logical fashion to rank and years in rank;
- the Employer has previously accepted the appropriateness of comparing benchmark salaries to those enjoyed by faculty at other Canadian universities; and
- the Employer has previously engaged in remedies, including increases to base compensation for selected Members, aimed at restoring a salary structure more typical of the sector norm.

5.9.5 The history of bargaining between the parties indicates that the Employer has repeatedly recognized the problem of salary compression at UNBC. This is important to the principle of replication. The Employer has recognized, both in past negotiating rounds and in its review of salary compression, that comparison with salaries at other Canadian universities was an appropriate way to evaluate faculty salaries at UNBC.

5.9.6 Moreover, the Employer has demonstrated both historical and current awareness of (a) the gap between UNBC-FA salaries and those at other institutions and (b) the existence of an extremely compressed salary structure. That is, the Employer is aware of *both the external and the internal inequities* of the UNBC salary structure.

5.9.7 Given these facts, any argument by the Employer against the principle of remapping faculty onto a salary grid must be dismissed, as must any attempt to redefine or ignore UNBC's comparators for the sake of rejecting the UNBC-FA's argument.

5.9.8 The UNBC-FA submits that the key principles underlying its compensation proposal have all been explicitly recognized by the Employer in the past. These principles are:

- (a) the appropriateness of national comparators;
- (b) the utility of benchmark comparisons;
- (c) the inappropriateness of salary compression;
- (d) the correctness of a salary system in which rank, and years in rank, relate clearly and logically to salary; and
- (e) the practicability of using one-time adjustments to base salary to remedy salaries that deviate from the sector norm.

5.9.9 For these reasons, the UNBC-FA submits that its proposal for a salary grid is not a breakthrough item and is appropriate for the Arbitrator to award.

5.9.10 For its part, the UNBC-FA submits that there are two additional facts relevant to any effort to replicate what would have been the result of free collective bargaining: first, the UNBC-FA's clear and consistent rejection of compensation proposals that did not include a sector-norm salary grid, including those tabled by the Employer that purportedly exceeded the alleged PSEC mandate; and second, the resolve and solidarity of striking UNBC-FA Members, which were growing rather than diminishing when the Employer sought remedy in Section 55 of the BC Labour Relations Code.

5.9.11 Indeed, given all of the foregoing, it is difficult to avoid the conclusion that, given the united membership of the UNBC-FA, the great success of its strike, and the solidarity of students and the community, the salary structure sought by the UNBC-FA – a system based on sector norms, modest in its demands, and restorative of the relationship of academic rank to compensation – is the most likely result of free collective bargaining by the parties.

5.10 Salaries of Part-Time Instructors

5.10.1 At UNBC and many other universities, part-time instructor compensation is tied to the number of credits or “student contact hours” (SCHs) that instructor teaches. Most three-credit courses are rated as 3-SCH courses. The base compensation of UNBC’s Part-Time Instructors is currently \$2224 per Student Contact Hour (SCH), or \$6672 per three-credit course. In contrast with full-time Member salaries, this base compensation is not out of step with the sector; therefore, the UNBC-FA has proposed only a modest GWI-based increase for sessional instructors as regards the basic per-SCH compensation rate. The UNBC-FA has proposed an increase to \$2235 per SCH, or \$6705 per course, for 1 July 2014 – 30 June 2016. In contrast, the Employer has proposed an increase to \$2246.42 per SCH, effective 1 July 2015. This increase is acceptable to the UNBC-FA so long as it is accompanied by the seniority-linked increases detailed below.

5.10.2 As indicated above, the compensation of Part-Time Instructors does not deviate markedly from sector norm. Where the salaries of Part-Time Instructors *are* out of step is in the area of seniority-linked compensation. Most unionized workers can expect their compensation to increase as they gain experience and seniority, but at UNBC a sessional instructor teaching a course for the tenth or twentieth time receives the same compensation as someone teaching it for the first time. The UNBC-FA seeks to remedy this inequity.

5.10.3 Under the UNBC-FA’s proposal (Article 48C), a Part-Time Instructor who has taught fewer than 18 SCHs (six courses) at UNBC will be paid at the base SCH rate (\$2,235 per SCH or \$6705 per course) for each course taught. When a member has taught between 18 and 36 SCHs (6 to 12 courses), he or she will be paid at 1.1 times the base SCH rate (\$2458.50 per SCH, or \$7375.50 per course). A Member who has taught more than 36 SCHs (13 or more courses) will receive 1.2 times the base rate: \$2682 or \$8046. This provision is extended only to those whose primary appointment is as a Part-Time Instructor; the proposed seniority-linked compensation will not be extended to full-time faculty teaching on overload.

5.10.4 The parties have already negotiated provisions whereby Part-Time Instructors will earn sector-norm seniority protections (right of first refusal) as they gain more experience and expertise, in keeping with norms in the sector. Thus the Employer has recognized the principle of seniority among Part-Time Instructors.

5.10.5 The rationale for seniority-based remuneration reflects the rationale for PTR salary increases for Full-Time Members: Part-Time Instructors gain expertise with experience. For the UNBC-FA, seniority-linked compensation for Part-Time Instructors is part of ensuring that our compensation structure is consistent and equitable.

5.10.6 Provisions for seniority-linked compensation are fair and reasonable, and are in place at the majority of our comparators (5/9), as detailed below in Figure 44. The seniority-linked salary provisions at these universities are provided in Appendix C.

5.10.7 There is demonstrated need for the Arbitrator to rule on this matter, as it is a matter that remained in dispute in the 2012 – 2014 negotiations, and on which Arbitrator Ready declined to rule.

5.10.8 Seniority-linked compensation for Part-Time Instructors is particularly a subject of demonstrated need because of the significant number of long-serving sessional instructors at UNBC. The UNBC-FA has identified 125 Part-Time Instructors (BoE, Tab A-5) who have taught three or more courses and who have been reappointed in 2014 – 2015. Of these Instructors, very few were appointed after 2012 (20/125). The majority are long-serving, meaning that they were appointed in 2011 (24/125), 2010 (23/125) or before. In fact, 61/125 of this group, or almost half, were appointed before 2010 and continue to serve UNBC on a regular basis. The UNBC-FA submits that these long-serving employees merit recognition for their significant expertise and experience.

Figure 44. Comparators with seniority-linked compensation for part-time instructors

Institution	Seniority-linked compensation
Acadia University	Yes
Brandon University	
Lakehead University	Yes
Lethbridge University	
Mount Allison University	Yes
University of Prince Edward Island	Yes
University of Regina	Yes
St Francis Xavier University	
Trent University	
Comparators w/provisions	5 (55%)

5.10.9 The Union's compensation proposals for part-time Instructors were developed and pursued in the context of a two-year agreement, in which it was acceptable to the Union to forego greater base compensation increases in favour of achieving the seniority-linked rates of compensation. The UNBC-FA asserts that should a longer agreement be awarded by the Arbitrator, the base compensation rates should also be increased.

5.11 Merit Pay (Employer's Proposal Only)

5.11.1 The Employer has proposed a system of merit pay at the university, but the Union has rejected the concept. The Union's position is that any money that the Employer has earmarked for merit pay should have been allocated to improving salaries. There was no provision for

merit pay in the 2012 – 2014 UNBC Faculty Agreement. The parties mutually agreed to eliminate UNBC’s merit system in the 2010 – 2012 round of negotiations after revising it substantially in the 2006 – 2010 round. Furthermore, the UNBC-FA has not proposed to introduce a merit pay scheme at UNBC.

5.11.2 Merit schemes are uncommon at small primarily undergraduate universities. Among our comparators, only two unionized universities (see Figure 45) have merit schemes. (The merit system at Trent has been suspended for the life of the current agreement, and will be reviewed in subsequent negotiations.)

Figure 45. Comparators with/without merit systems

Institution	No merit system	Merit system
Acadia	•	
Brandon	•	
Lakehead		•
Lethbridge (non-unionized)		•
Mount Allison	•	
PEI	•	
Regina		•
St FX	•	
Trent		Suspended

5.11.3 Among the other small, primarily undergraduate universities in Canada, only a few have negotiated variable merit provisions, as shown below in Figure 46.

Figure 46. Non-comparator primarily undergraduate universities without/with merit systems

Institution	No merit system	Merit system
Bishop’s		Committee awards \$2000 lump-sum bonuses
Cape Breton	•	
Laurentian		VPA allocates awards equal to CDI value, added to base
Moncton	•	
Mount Saint Vincent	•	
Nipissing	•	
Saint Mary’s	•	
St Thomas		Committee awards 3 lump-sum prizes of \$1500
UOIT		Dean allocates awards valued at 2/3 CDI value, added to base

5.11.4 Thus, among our 9 comparators, only 3 have merit systems; among the 19 primarily undergraduate universities, only 6 have merit systems. Merit pay is thus a practice adopted at

only 30 percent of comparable institutions; and even in those few places where the practice does exist, merit systems vary widely.

5.11.5 Moreover, the highest-ranked institutions on our comparator list lack merit systems, which suggests their limited efficacy as a mechanism for encouraging faculty achievement. There is nothing normative or usual about merit pay, nor is there demonstrated need for such a provision.

5.11.i.3.10 The most noteworthy aspect of the Employer's merit pay proposal is that it shows that the Employer was able and willing to allocate an average of \$2000/member/per year to increments.

5.12 Article 48A. Market Adjustments/Differential

5.12.i The UNBC-FA's proposal

5.12.i.1 The UNBC-FA's proposed Market Differential article would give the Employer the ability to offer market-adjusted salaries to faculty in certain departments where market forces may call for supplements (such as Business and Nursing). The UNBC-FA has firmly stood by the position that Market Adjustment salary provisions must not enable the Employer to continue to offer below-average base salaries to most members of the UNBC-FA. The UNBC-FA's proposal is based upon considerable research into existing Market Adjustment provisions at other universities, and is modelled on those provisions (particularly upon that which exists at the University of Regina).

5.12.i.2 The Employer's proposal, in contrast, could never be accepted by the Union – and never would have been. Furthermore, the Employer's proposal represents a breakthrough proposal.

5.12.i.3 If the Arbitration Award in this case is for a collective agreement of two or three years, it will be unnecessary for the Arbitrator to decide on a Market Adjustment article. There is no demonstrated need for the implementation of such an article, since existing program-based Market Adjustments are in place until 30 June 2017 for Faculty in Business, and until 30 June 2016 for Faculty in Nursing. The parties will thus be in a position to negotiate the terms of Market Adjustment Salaries in the next round of bargaining.

5.12.1.4 It is noteworthy that Market Differential provisions do not exist at all universities and that no demonstrated need to rule on Market Differential exists. However, if the Arbitrator determines that it is necessary to rule on market adjustments, he should accept the UNBC-FA's Market Adjustment Proposal.

6. Application of the *Yarrow* Criteria to the Union's Salary Proposals

6.1 As discussed above, *Yarrow* establishes arbitral criteria for Section 55 arbitrations. The salary proposals of the UNBC-FA are in keeping with these criteria.

6.2 With respect to the first criterion, the UNBC-FA's compensation grid is *neither a "breakthrough" nor "innovative"* (*Yarrow Lodge Ltd. (Re)*, *supra* (BoA, Tab 2 at p. 59). The proposed salary grid represents the norm at comparator institutions. However, if an Arbitrator is constrained by the guideline that "A first collective agreement should not contain breakthrough or innovative clauses," the Arbitrator will be prevented from awarding many of the Employer's proposals, because virtually every aspect of the Employer's proposals represents a true breakthrough. Under the Employer's proposal, the Members of the Faculty Association – already the worst paid in the country – would lose considerable ground in salaries vis-à-vis their colleagues at comparator universities for at least another five years. Moreover, the Employer's proposal would enshrine a unprecedented merit system, and a market differential system that would make UNBC even more an outlier among comparator institutions. However, *Yarrow's* proscription of "breakthrough" clauses does not hinder the Arbitrator from awarding any or all of the UNBC-FA's proposals.

6.3 The UNBC-FA's proposals, moreover, will not result in either "*status quo or an industry standard agreement*" (*Yarrow Lodge Ltd. (Re)*, *supra* (BoA, Tab 2 at p. 59). First, there are no status quo or industry standard agreements at universities in Canada. University faculty unions are not locals of large national or provincial unions. Each university Faculty Association in Canada is an autonomous organization, and Faculty Associations are only loosely affiliated with one another. Furthermore, each collective agreement is negotiated independently of all other agreements, and each agreement is unique.

6.4 The "sector norm" can be discerned only by a comparative analysis of many individual faculty agreements. In fact, as demonstrated above, there is nothing to militate against a sector-norm agreement for UNBC faculty. The UNBC-FA enjoyed a mature bargaining relationship with UNBC *before* it became a certified union, with a Faculty Agreement now in its seventh iteration. This is not a typical first collective agreement situation, and there is nothing limiting the Arbitrator to a "modest award" or constraining him from awarding the UNBC-FA's proposals.

6.5 In terms of salaries, the UNBC-FA's proposals will result in moving UNBC's faculty from their "rock-bottom" position to a position in the fourth quintile of institutions. Given the very high ranking of UNBC, the solidarity of the union's membership, and that it was the Employer, not the Union, that abandoned collective bargaining, it should be regarded as entirely justifiable that the Members of the FA should be awarded their salary demands in arbitration. The history

of bargaining demonstrates that the Membership showed all of the necessary resolve to achieve those demands by collective bargaining.

6.6 As regards the second criterion established by *Yarrow*, the proposals of the UNBC are based upon “*objective criteria, such as the comparable terms and conditions paid to similar employees performing similar work*” (*Yarrow Lodge Ltd. (Re)*, *supra* (BoA, Tab 2 at p. 59) at institutions that have been accepted, by both parties and over a long period of time, as comparable to UNBC.

6.7 “*Internal consistency and equity amongst employees*,” the third *Yarrow* criterion (*Yarrow Lodge Ltd. (Re)*, *supra* (BoA, Tab 2 at p. 59), has been a key concern of the UNBC-FA and its Members throughout this bargaining round and in previous ones. Indeed, the UNBC-FA’s proposals were developed to create such consistency and equity. We have shown that the salaries now in place at UNBC exhibit very significant internal inequities. We have also shown that the Employer acknowledged these inequities at the negotiating table. The UNBC-FA’s proposals use common and proven methods to ensure internal equity among employees. However, the Employer has tabled proposals that will not lessen the internal inequities in the future. In fact, by empowering senior administrators to make arbitrary salary adjustments, the proposals put forward by the Employer will inevitably produce greater internal inequities than already exist at UNBC.

6.8 Thus, to the extent that the award should ensure internal consistency and equity amongst employees at UNBC, all of the Employer’s salary proposals fail the test, while the UNBC-FA’s proposals pass. The proposals the Union has placed before the Arbitrator will guarantee consistency and equity; in contrast, the Employer’s proposals will exacerbate existing inequities and create new ones.

6.9 The fourth *Yarrow* criterion, *the financial state of the employer*, was not mentioned at all throughout the course of bargaining. At no point did the Employer claim institutional poverty or inability to pay for the proposals of the UNBC-FA. Moreover, in the arbitration award governing the 2012 – 2014 Faculty Agreement, Mr. Ready, after hearing substantial expert testimony, found no evidence of the Employer’s inability to reorder its spending priorities in order to pay the UNBC-FA’s salary demands (Ready, *supra*, BoA, Tab 12 at pp. 13 – 14). Given that *Yarrow* considers an employer’s financial state a criterion only “*if sufficient evidence is placed before the arbitrator*” (*Yarrow Lodge Ltd. (Re)*, *supra* (BoA, Tab 2 at pp. 59 – 60), the UNBC-FA asserts that this criterion should have no weight in the current case. Should the Employer attempt to claim financial difficulty in its arbitration brief, the UNBC-FA shall be prepared to respond in detail in its response brief.

6.10 The final *Yarrow* criterion, the “*economic and market conditions of the sector or industry in which the employer competes*” (*Yarrow Lodge Ltd. (Re)*, *supra* (BoA, Tab 2 at p. 60), similarly favours the proposals of the UNBC-FA. *Yarrow* indicates that “we adopt the general rule that first collective agreements must, on the one hand, be realistic with regard to the current economic realities of both the employer and the industry within which the employer operates and, on the other hand, sufficiently attractive to employees, that it will foster the process of collective bargaining” (*Yarrow Lodge Ltd. (Re)*, *supra* (BoA, Tab 2 at p. 59).

6.11 The economic and market conditions relevant to this case are difficult to establish, given that the university is a not-for-profit institution of learning rather than a business. Categories such as “ability to pay” are notoriously difficult to parse when dealing with a public institution; for this reason, arbitrators generally consider ability to pay irrelevant when dealing with public-sector unions. Certainly, relative to many businesses, the university enjoys a fixed and predictable level of funding and does not “compete” for its revenues in the same manner as does a private business. However, assessing the context in which the university operates and the funding that it receives from government provides some indication of what might constitute relevant conditions.

6.12 It is clear, however, that UNBC does compete in the market for faculty. The market for faculty talent is international. UNBC’s own recruitment from around the world, as well as the destinations of those faculty who have left, confirm this. The UNBC-FA proposals recognise that UNBC operates in these market conditions and must compensate its faculty accordingly. If the UNBC-FA were seeking salaries higher than those at UNBC’s comparators, it could be argued that the Union’s proposals are not consistent with “market conditions”; however, the fact that the Union’s proposals would simply place UNBC-FA members at a level consistent with comparators indicates that the proposals are *responding* to market conditions rather than being in contradiction to them.

6.13 The British Columbia economy continues to outperform the economies of many other provinces, including those in which our comparators are located. As of September 2015, the Royal Bank of Canada forecasts real GDP growth of 2.9 percent in 2015 and 3.1 percent in 2016 (<http://www.rbc.com/economics/economic-reports/pdf/provincial-forecasts/bc.pdf>). In its October 2015 Provincial Economic Forecast, TD Economics stated that “the outlook for B.C. is the brightest among the provinces.” (https://www.td.com/document/PDF/economics/qef/ProvincialEconomicForecast_Oct2015.pdf p.4). Provincial financial indicators therefore support fair compensation for UNBC faculty.

6.14 While none of BC’s four research universities is wholly reliant on government funding for its operations, provincial funding is critical to each of the institutions. UNBC receives 57 percent of its revenues from the provincial government. The four research universities receive the same amount per Full-Time Equivalent (FTE) student, based on enrolment targets set by the Ministry of Advanced Education. However, because UNBC’s actual enrolment is below these targets, UNBC effectively receives significantly more funding per enrolled student than do the other research universities.

6.15 This situation is not only defensible but arguably necessary given UNBC’s special mission to a vast region and the demographics of northern British Columbia. However, the existence of this putative “overfunding” would suggest that UNBC is as capable of paying its faculty fairly as are the southern research institutions.

6.16 The so-called “PSEC mandate” may be considered one more aspect of the “market and economic conditions” that affect UNBC. However, as discussed at length below, this condition does not constrain an arbitrator.

6.17 The relationship between the PSEC mandate and interest arbitration has been parsed by previous arbitrators, who definitively stated that they were not bound by any such mandate.

6.18 In two 2013 arbitrations at UBC and UVic, Colin Taylor indicated that he did not consider himself bound by the PSEC mandate. At UBC, Arbitrator Taylor wrote that, “The PSEC mandate does not have legislative force, and therefore does not override the parties’ Agreement legislatively” (*University of British Columbia and University of British Columbia Faculty Association* (2013) (Taylor), BoA, Tab 13 at paragraphs 54 – 55).

6.19 In his award at the University of Victoria, Arbitrator Taylor similarly noted that the Faculty Association’s agreement was with the university, not with the province; and Mr. Taylor stated that “The PSEC mandate is neither an esoteric nor unanticipated feature of public sector bargaining in British Columbia. As the Association submits, if the University wanted it to be one of the factors used in determining the appropriate Award, it should have negotiated that” (*University of Victoria and University of Victoria Faculty Association* (2013) (Taylor), BoA, Tab 14 at paragraph 53).

6.20 Similarly, Arbitrator Taylor discussed within his University of Victoria award the 1996 final offer selection decision by Arbitrator Kelleher – in which Kelleher also determined that he was not bound by the PSEC mandate:

A third factor I have considered is the Public Sector Employers’ Act and the guidelines published by the Public Sector Employers’ Council pursuant to that Act. Under the guidelines, employees at the salary level of the Faculty Association members are entitled to 0.8 per cent. I do not consider that I am bound by these guidelines.

Cited in Taylor, 2014, *supra* (BoA, Tab 14 at pp.17—18)

6.21 In his UNBC award of February 2014, Arbitrator Vince Ready wrote:

Given the lack of collective agreement direction in the instant case, I consider myself even less restricted by the PSEC mandate than was the case in the collective agreement specified decision making processes facing either Kelleher or Taylor. ... I view it simply as an aspect of the general economic situation facing these and other parties engaged in public sector negotiations throughout the Province of British Columbia. (Ready, *supra*, BoA, Tab 12 at p. 9).

6.22 Mr. Ready’s award then exceeded what was assumed to be the PSEC mandate for salary increases.

6.23 In sum, insofar as “market and economic conditions” that affect UNBC can be said to exist, those conditions favour the conclusion that UNBC can afford to pay its faculty fairly, but chooses not to do so.

6.24 If *Yarrow* seeks to weigh the economic realities of the Employer against an agreement “sufficiently attractive to employees, that it will foster the process of collective bargaining,” it is clear to the UNBC-FA that the preponderance of evidence favours the latter factor.

6.25 The UNBC-FA thus submits that its salary proposals are wholly compatible with the criteria delineated by *Yarrow*, whilst the Employer’s proposals deviate substantially from those criteria.

7. Pensions and Benefits: Articles 19A, 50, and 61

In the following section of the brief, we discuss UNBC-FA proposals relating to Pensions and Benefits.

7.1 Article 19A. Post-Retirement Benefits

7.1.1 The issue of Post-Retirement Benefits is of great significance and demonstrated need for our members. The UNBC-FA placed great emphasis on Post-Retirement issues in the 2012 – 2014 round of negotiations. Many issues were left unresolved when the parties went to arbitration. Furthermore, Arbitrator Ready declined to rule on any part of Article 19 in his award of February 2014.

7.1.2 Currently, UNBC-FA Members do not enjoy what many unionized employees would think of as post-retirement benefits: that is, a system whereby retired Members are provided with access to the group benefit plans extended to employees. At UNBC, there is no access to benefits plans for retired employees. Instead, a modest sum is dedicated to a fund to which retired Members can apply for reimbursement of medical expenses.

7.1.3 This structure has proved minimally adequate, but with growing numbers of retirements and a large number of Members poised to retire over the coming five years, the system requires re-examination. Thus the UNBC-FA proposed a joint committee to study the current system and make recommendations on how funding might be best used.

7.1.4 Some aspects of Article 19 were resolved in this round, but the Employer did not agree to the establishment of a joint committee to study post-retirement benefits. As discussed above, however, the issue of post-retirement benefits is of demonstrated need.

7.1.5 In the 2012 – 2014 negotiations, the UNBC-FA demonstrated that the faculty at UNBC are older than average faculty members at Canadian universities. Reference to Figure 48 shows that a large proportion of our full-time Members (88, or 41 percent) is 55 or older. While changes at Statistics Canada make it impossible for us to access current national data, a comparison of the UNBC statistic (41 percent) to Ontario data (34.3 percent)⁴ demonstrates that UNBC's faculty are older than the norm. Indeed, about fifteen of them (7 percent) were over 65 as of 1 March 2014.

⁴ <http://almanac.caut.ca/#/en/academic-staff>

7.1.6 The ranks of retired faculty at UNBC have been swelling rapidly, and are destined to continue growing quickly. While there were only fourteen retired UNBC-FA Members as of 1 March 2014, there were twenty by the beginning of September 2015, and there will be at least twenty-two by the end of 2015. The age profile of faculty at UNBC suggests that many more faculty will retire in the near future. Thus, the post-retirement benefits at UNBC –becoming increasingly inadequate as the ranks of retired Members grow – require immediate attention.

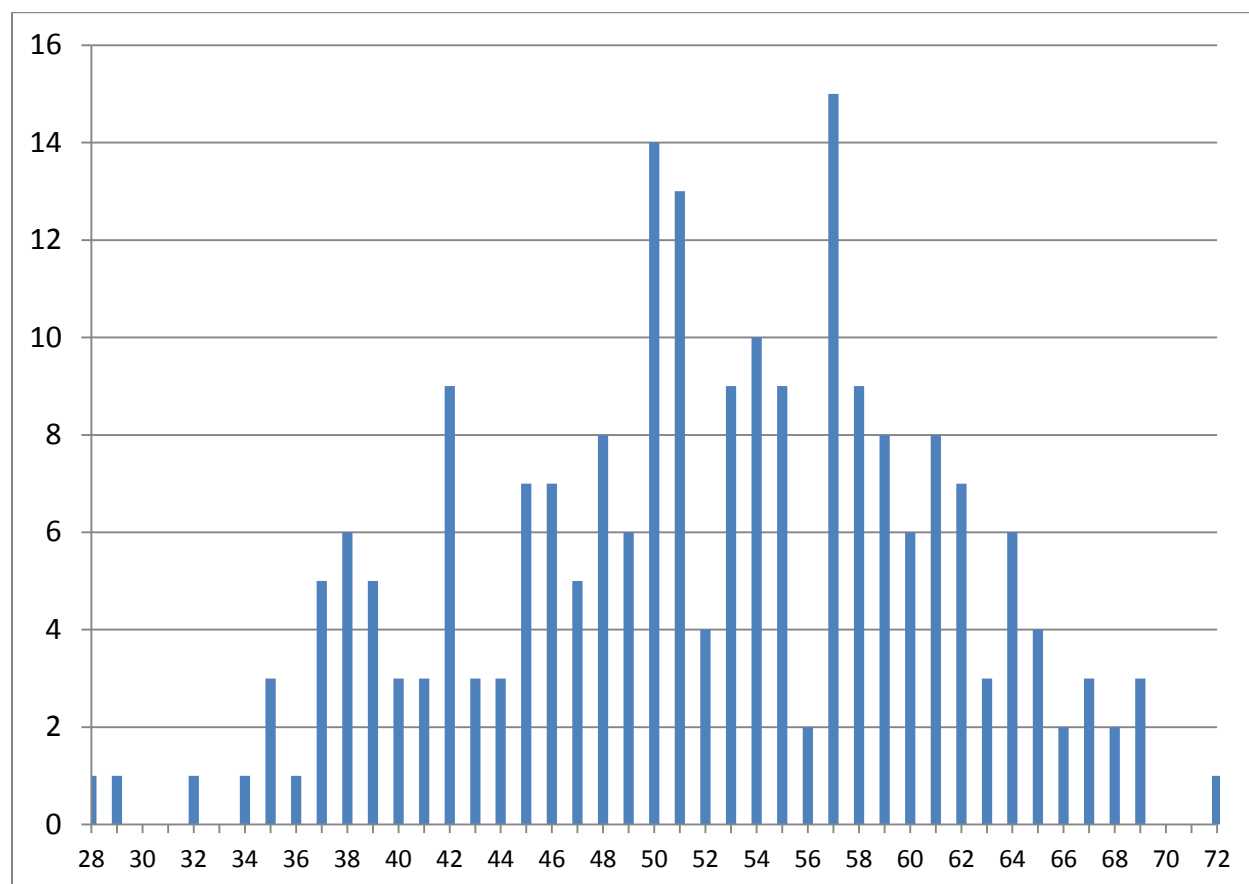


Figure 48. Age Profile of full-time UNBC-FA Members, March 2014. (n= 216. Includes all Members not on phased retirement in the following categories: Tenured and Tenure-Track Faculty Members, SLIs, Librarian Members, and Regular Term Members with contracts of at least three years. Note that data for the largest group, Full-time Tenured and Tenure-Track Faculty Members, show an even older age profile.)

7.1.7 Uncertainty regarding post-retirement benefits – especially in light of the fact that UNBC’s Defined Contributions Pension Plan makes them vulnerable to volatile markets – is of great concern to our Members. Therefore, there is a demonstrated need for an award on Article 19A.

7.1.8 The UNBC-FA’s proposal in regards to Post-Retirement Benefits is a very reasonable one: merely to explore how money might be better used to improve medical/dental/vision coverage during retirement. It is worth reiterating that the UNBC-FA’s proposal does not

require the Employer to increase its contribution to the post-retirement fund; it commits the Employer only to working with the Union to try to find ways to improve coverage.

7.1.9 It should also be noted, however, that the UNBC-FA's proposal on Article 19 was developed in the context of a two-year agreement. Should the Arbitrator award a longer contract, the UNBC-FA requests that he also increase the sum dedicated to post-retirement benefits.

7.2 Article 50. Pensions and Benefits

7.2.1 Much of Article 50 is already resolved insofar as both parties have tabled much identical language (derived from Article 50 of the 2012 – 2014 Faculty Agreement). For example, the parties have agreed to reallocate \$5000 in savings to the Medical Travel Fund (BoE, Tab A-16). This reallocation did not inject any new money into the agreement, but only moved it from other places. The latest proposals of both the Employer and the UNBC-FA reflect this monetary reallocation. The UNBC-FA requests that the Arbitrator include this agreed-upon reallocation, and other language tabled by both the Employer and the Union, in his award.

7.2.1 Other items in Article 50 remain outstanding:

7.2.2 *Tuition waiver* (50.2). It is typical in the sector for university faculty to receive free tuition for their spouses and children either at a suite of institutions (as is the case for some Ontario universities) or at the institution of employment. At UNBC, both faculty and staff receive this benefit. However, the tuition waiver received by faculty is inferior to that received by other groups in several key respects. First, the faculty waiver is limited to *dependent* children; second, it expires with the death or retirement of the Member. Given that faculty are likely to have children later in life than most workers (even other highly educated professionals), a retired Member may well have children of university age.

7.2.3 Therefore, the UNBC-FA seeks the benefits already extended to non-faculty groups. The language of the UNBC-FA's Tuition Waiver proposal is quoted directly from the provisions that already exist in the collective agreement between UNBC Board of Governors and CUPE and in the terms and conditions of the Exempt-group employees at UNBC (BoE, Tab A-8)

7.2.4 The UNBC-FA asserts that it is inequitable that of all employees at UNBC – CUPE, Exempt, and FA members, UNBC-FA members have the worst tuition waiver provisions. Members of the UNBC-FA – the UNBC employees who teach the students at UNBC – should have tuition waiver benefits at least as good as those that other employees at UNBC already enjoy.

7.2.5 *Access to benefits enrolment* (50.4.4). The UNBC-FA's proposal and the Employer's proposal contain very slightly different versions of 50.4.4. The parties have converged on this provision, which permits Members who waive benefits at the time of appointment to enrol later without penalty. The UNBC-FA requests that the Arbitrator include the wording contained in the Employer's proposal in his award.

7.3 Article 61. Sick Leave

7.3.1 The UNBC-FA proposes sick-leave provisions that are normal in the university sector. Sick leaves serve a different purpose for Faculty Members than they do for some other groups. For various reasons, universities very rarely replace ill Faculty Members during short illnesses. First, because Faculty Members have no set hours of work (except for scheduled teaching), they are able to accommodate occasional sickness without taking any "time off": for example, a Faculty Member who is sick on a Tuesday but had no scheduled teaching that day is likely to perform Tuesday's work on Sunday instead. And that work will be waiting, since a Faculty Member's unscheduled duties cannot (with rare exceptions) be performed by others.

7.3.2 Similarly, specialized teaching is difficult to allocate to anyone else, for which reason it is common for faculty to teach while ill. When illness prevents Faculty Members from teaching for a few days, classes are normally cancelled. Thus, Faculty Members rarely use day-to-day sick leave, and when they do, the Employer rarely replaces them. That explains why, when the UNBC-FA asked the Employer for data on the use of sick leave by UNBC-FA Members, the Employer stated that there were no such data; faculty rarely use sick leave.

7.3.3 The individual matters contained in the UNBC-FA's proposal on sick leave follow. Each matter is suitable for individual adjudication.

7.3.4 First, the UNBC-FA's sick-leave proposal includes *a top-up to 100 percent of salary for Members whose sick leave is partially funded by compensation through Worksafe BC*. Identical provisions are in place for the Exempt group of employees at UNBC, as detailed in the Exempt Handbook (BoE, Tab A-9).⁵

⁵ The relevant clause reads as follows: "9.1 Cause of Absence from Work - Worker's Compensation: If the cause of absence from work is illness or accident compensable under the Workers' Compensation Act, the employee will apply for compensation under the provisions of the legislation, and if the employee receives such compensation, the University, for a maximum period of sixty (60) calendar days, will pay the difference between one hundred percent (100%) of the employee's net salary and the compensation received under the Workers' Compensation Action." *UNBC Exempt Employees' Terms and Conditions of Employment Manual, 2013* available at <http://www.unbc.ca/sites/default/files/sections/human-resources/exempttermsconditionsfinal20131107.pdf>

7.3.5 In addition, the UNBC-FA seeks to *modernize the language that describes eligible illnesses* to include mental illness and drug and alcohol addiction. This reflects no change to actual practice, but does make clear to Members and others interpreting the Agreement that all forms of illness are covered.

7.3.6 The UNBC-FA's proposal on Article 61 also seeks to clarify that Members who become sick whilst on sabbatical or comparable leave are entitled to *an extension to their sabbatical or comparable leave*.

7.3.7 Sick leave during sabbatical and comparable leave is already an entitlement at UNBC. The UNBC-FA is aware that at least three Members, including one during the present academic year, were granted extensions to their sabbaticals on account of illness during sabbatical.

7.3.8 Yet, the UNBC-FA is aware that at least some (probably most) of our Members are not aware of this entitlement. We are aware that UNBC-FA Members have endured long illnesses during sabbatical without knowledge that they were entitled to request extensions to their sabbaticals. Thus, it is in the interest of internal equity that the first collective agreement clearly stipulate these entitlements.

7.3.9 Given that sabbatical and comparable leaves are workload reallocations, it is reasonable that Members who become sick whilst on leave should have access to sick leave. Again, a Faculty Member who contracts flu during a sabbatical can cope; should the same Member be diagnosed with cancer or require surgery, months of the sabbatical will be lost, with potentially serious consequences for that Member's promotion and/or evaluation.

7.3.10 Members are required to earn sabbatical through service, to apply for sabbatical through the presentation of a research plan, and to present a report on sabbatical achievements upon return. Losing a significant portion of one's sabbatical to illness is self-evidently antithetical to completing a plan and achieving the goals of the sabbatical.

7.3.11 Moreover, given that sabbatical is earned at the rate of two months' credit for every year of service, an illness could easily wipe out one or two years' earned credit. Given the high research demands of UNBC, Faculty Members cannot afford this loss. The permanent loss of sabbatical research time could have negative consequences for subsequent promotion applications. The UNBC-FA therefore submits that there is good reason for FA Members to be eligible for sick leave while on sabbatical.

7.3.12 The most urgent matter contained in the UNBC-FA's proposal is the *increase in the number of calendar days of sick leave available to Members*. Given the minimal use of sick leave by faculty, it might reasonably be asked why the UNBC-FA seeks to increase the sick-

leave provision in the 2012 – 2014 Agreement. The UNBC-FA proposal is designed to address the most important function of sick leave for faculty: to ensure income continuance in rare cases of catastrophic illness or injury. Sixty calendar days of sick leave will certainly cover a severe case of flu or even pneumonia, but offer insufficient relief for more serious illnesses or injuries.

7.3.13 More appropriate sick-leave provisions are in place at all of our comparators. As detailed below, the average leave at our comparators is 157 calendar days.

Figure 49. Faculty Member Sick Leave Eligibility at Comparator Universities

Institution	Leave entitlement – calendar days
Acadia University	180
Brandon University	180
Lakehead University	120
Lethbridge University	105
Mount Allison University	180
University of PEI	180
University of Regina	180
St. Francis Xavier University	105 (renewable)
Trent University	180
Comparator average	157
UNBC	60

7.3.11 The UNBC-FA asserts that its proposal to extend sick leave is entirely reasonable. There is also demonstrated need for an award on sick leave. First, in the 2012 – 2014 round of negotiations, Mr. Ready declined to rule on sick leave; thus this issue has been in dispute between the parties for some time. Second, the Union is aware of two cases (and there may well be more) in which the current sick-leave provision produced significant disadvantage to our Members. In the first case, a Member went on sick leave and returned to work despite still being ill because the Member did not want to transition to LTD. In the second case, a Member was forced to transition to long-term disability well before the Member’s illness would have been judged “long-term” at any of our comparators. Being forced to transition to LTD in this manner was prejudicial to our Member and would have been avoided by a more appropriate sick leave.

7.3.12 As the UNBC-FA’s Members grow older, catastrophic or lengthy illnesses become more likely, and the current sick-leave provisions become even more untenable. We therefore request that the Arbitrator attend to the UNBC-FA’s proposal on extending sick leave as a matter of demonstrated need.

7.3.13. As stated above, sick-leave provisions remained in dispute in the 2012 – 2014 negotiations, but Arbitrator Ready declined to rule on those provisions.

7.3.14 Because the sick leave provisions that exist for the UNBC-FA are so out of step with the sector, because our Members are growing older, and because Arbitrator Ready declined to rule on this issue in the 2014 arbitration, there is now a clearly demonstrated need for the Arbitrator to rule on the sick leave provisions at UNBC.

8. Leaves for Academic Purposes: Articles 55, 56, and 57

8.1 Sabbaticals for Faculty Members, along with academic and professional leaves for Librarian Members and Senior Lab Instructors, are not true leaves but rather reallocations of workload to permit intense and focused scholarly work.

8.2 In the 2010–2012 negotiating round, the non-unionized UNBC-FA successfully negotiated an increase to sabbatical pay (to 90 percent) for those on their first sabbatical. This is an important provision for Faculty Members typically only five or six years into an academic career, earning relatively low salaries, and often still paying off student loans. The cost of implementing this provision was considerably below the Employer's estimates, making the first-sabbatical provision a cost-effective means of enhancing the scholarly productivity of junior Faculty Members.

8.3 There is little rationale for any reduction in salary whilst on sabbatical. As already stated, the sabbatical is not a leave but an intensive year of full-time work. While it is ostensibly a year dedicated to research only, mid-career and senior Faculty Members can seldom remove themselves from disciplinary and institutional service obligations, nor can they take a hiatus from their graduate supervisory duties. Thus Faculty Members are not only working full-time on their scholarly work but continuing to perform other aspects of their regular duties.

8.4 The Union therefore seeks to increase the current 80-percent compensation for second and subsequent sabbaticals to 85 percent of salary. This is in keeping with the duties performed by members, and most importantly, with the research profile and requirements of UNBC.

Figure 50. Sabbatical compensation at comparator institutions

Institution	First sabbatical (% of salary)	Subsequent sabbaticals
Acadia	100	80
Brandon	80	80
Lakehead	85	85
Lethbridge	100	100
Mount Allison	90*	90*
UNBC	90	80
UPEI	95	85
Regina	80	80
St Francis Xavier	85	85
Trent	Variable (60 – 100)	Variable (60 – 100)
Average (excluding Trent)	88	84

*Mount Allison faculty are also entitled to a sabbatical allowance of \$2500.

8.5 As is indicated by the table above, there is no clear norm within the comparator group, but while UNBC's first sabbatical provisions are slightly above average (90 versus 88 percent), subsequent sabbaticals are significantly below average (80 versus 84 percent).

8.6 Given UNBC's top standing in research, it might well be argued that UNBC-FA should have the *highest* level of sabbatical compensation. In fact, because the UNBC-FA proposal calls for compensation only marginally above average, the Union believes that an increase in sabbatical compensation is merited.

9. Non-Monetary Articles

9.1 Articles 22, 23, and 24. Tenure and Promotion

9.1.1 Articles 22, 23, and 24 all relate to the tenure and promotion process. Article 22 is the fundamental article under discussion, covering tenure and promotion for faculty members. Articles 23 and 24 remain open only insofar as changes made to Article 22 would necessitate concomitant changes in those articles. However, for reasons detailed below, the Union urges the Arbitrator to award the versions of these articles to be found in the 2012 – 2014 Faculty Agreement and to leave any changes to further rounds of negotiations.

9.1.2 Tenure and promotion are recognized as among the weightiest and most significant processes contained in academic collective agreements. These lengthy peer-review processes guarantee rigour and fairness in the awarding of tenure and promotion, the most important achievements in the career of a Faculty Member and, in the case of tenure, the guarantor of academic freedom. The Union and its Members therefore consider tenure and promotion matters of the utmost gravity.

9.1.3 The tenure and promotion provisions in the 2012 – 2014 Faculty Agreement have existed at UNBC, with only minor changes, for many years. The Employer has not sought a wholesale revamping of the process in the immediately preceding rounds of negotiations. Suddenly, in this round of negotiations, the Employer proposed to overhaul the tenure and promotion process despite presenting no rationale or evidence for the defects of the current process. In response, the UNBC-FA's negotiating team consulted with the membership and conducted considerable research into analogous processes among our comparators. The resultant FA proposal was explicitly intended to reflect sector norms.

9.1.4 The Union has supplied its last tabled proposals with regard to Articles 22, 23, and 24, all of which govern the tenure and promotion process. However, as stated above, the Union recommends that the Arbitrator incorporate Articles 22, 23, and 24 *unchanged* from the 2012 – 2014 UNBC Faculty Agreement as part of the first collective agreement at UNBC. The rationale for this recommendation follows.

1. Tenure and promotion processes are of such importance and complexity that they are likely to function well only if they are negotiated between parties while both are genuinely seeking a mutually satisfactory resolution.
2. Tenure and promotion processes are not generally reckoned to be amenable to adjudication. Even Canadian courts have declined to intervene in that aspect of a university's affairs. For example, see *Paine v. University of Toronto et al* (1982), 34 O.R. (2d) 770 (Ont. C.A.) (BoA, Tab 15). If the arbitrator awards a relatively short agreement, the parties can negotiate changes collectively. The

assessment of a Faculty Member's suitability for tenure and promotion is a highly specialized function that is best left to the community of scholars of the university itself.

3. There is no demonstrated need. The existing language has functioned at UNBC for many years and is the product of a mature bargaining relationship. The tenure and promotion articles have been subject to only minor changes over several rounds of negotiating, reflecting a high degree of satisfaction on the part of both parties. Furthermore, there is nothing in the articles that should be affected by unionization.
4. It would not be feasible for changes to tenure and promotion processes to be applied retroactively. The tenure and promotion provisions of the 2012 – 2014 agreement have already been applied during the 2014 – 2015 academic year. Tenure and promotion processes for the 2015 – 2016 academic year are already well underway, and will almost certainly be complete before an award is handed down. At any rate, it would not be feasible to apply any changed terms retroactively. Moreover, fundamental changes to the process would require carefully negotiated transition language so that UNBC-FA members intending to apply for promotion in the 2016 – 2017 year would be treated fairly and equitably.
5. The Employer's proposal is contrary to sector norms, and the latest tabled proposal diverged further from those norms by departing from an earlier version.
6. The Union's proposal reflects sector norms, but is untested. It is unacceptable for untested provisions relating to something so fundamental as tenure and promotion to be imposed upon the parties when a tested existing article negotiated by the parties exists.
7. The parties had agreed that changes to article 24 would be made after changes to 22 were agreed upon, but neither side has actually tabled a revised 24. It is too much to ask for an arbitrator to draft a promotion article from scratch.

9.2 Article XX. Member Protection in Case of a Strike by Another Union

9.2.1 The UNBC-FA proposes standard language that protects its Members in the case of a strike by another bargaining unit on campus (BoE, Tab B-8). Members of CUPE 3799 and UNITE Here Local 40, the other bargaining units on the UNBC campus, have this right enshrined in their agreements (BoE, Tab A-1) Thus, the Members of the UNBC-FA require the reciprocal right to respect a legal picket line should their fellow union members mount a legal strike.

9.3 Duration of the Agreement

9.3.1 The duration of the Agreement is of great significance in this arbitration. On the duration of a first agreement, *Yarrow* states that

Most academic commentators, including Weiler, have concluded that one year collective agreements do not provide sufficient time to accomplish the goal of establishing enduring collective bargaining relationships. The reason is that a year is found to be insufficient to heal the wounds of a fresh dispute and also, inadequate to assist in building a future relationship. It will therefore be the policy of this Board to require a minimum term of two years, commencing from the date of the award, unless the parties agree otherwise.

Yarrow Lodge Ltd. (Re), *supra* (BoA, Tab 2 at pp. 58 – 59)

9.3.2 Throughout the negotiating process, the UNBC proposed a two-year agreement (1 July 2014 to 30 June 2016).

9.3.3 One of *Yarrow's* rationales for an agreement of at least two years is that a shorter agreement is “inadequate to assist in building a future relationship.” That factor is less pressing in this case than in most Section 55 arbitrations because the UNBC-FA and the Employer had a mature bargaining relationship, and a mature Faculty Agreement, before the FA unionized, as Mr Ready noted in his arbitration award regarding the 2012 – 2014 Faculty Agreement. There is no reason to doubt that the parties will be able to bargain at the conclusion of a two-year agreement.

9.3.4 Furthermore, collective agreements governing university faculty are very complex. It is therefore to be expected that, in a first collective agreement, even one based upon an established and longstanding Faculty Agreement such as is the case at UNBC, the parties will encounter difficulties when articles are actually implemented. This is because it is impossible for negotiating teams to anticipate all of the possible impediments to such implementation.

9.3.5 Thus, even if the first collective agreement were to be a short one, it is reasonable to expect that many Memoranda of Understanding will have to be negotiated over the term of the agreement. In a longer agreement, the parties might have to live with problematic language for longer than is reasonable.

9.3.6 The UNBC-FA thus rejects the Employer's proposal for a five-year collective agreement. Recent agreements at UNBC have had terms of two years. There has never been an agreement of five years, and only one of four. Two- and three-year agreements have predominated.

9.3.7 The UNBC-FA asserts that should the Arbitrator elect to award a collective agreement of more than two years, it will be crucial for the award to contain provisions whereby further headway is made towards fully sector-norm salaries for our Members in any additional year(s), in keeping with salary settlements already made at our comparator institutions. As noted throughout this brief, a longer agreement would also necessitate greater attention to post-retirement benefits and an increase in the base compensation rate for part-time instructors. Progress toward sector-norm provisions is particularly urgent given the age profile of our membership, many of whom have dedicated their careers to making UNBC the top-ranked and most research-intensive primarily undergraduate university in Canada.

10. Conclusion

10.1 The foregoing brief has shown that all of the UNBC-FA's proposals for its first collective agreement are reasonable, justifiable, and realistic sector-norm proposals. Each was developed through careful research into the collective agreements that exist at the other universities in Canada that are most comparable to UNBC.

10.2 The UNBC-FA's bargaining team did this research in response to a clear and explicit mandate from our Members and from the UNBC Executive: that we achieve, in a first collective agreement, terms and conditions of work, salaries, and benefits that prevail amongst our comparators.

10.3 What the Union found, in its survey of collective agreements, was that the existing Faculty Agreement (2012 – 2014), the result of many previous agreements and the product of a "mature bargaining relationship," deviated from the norm only in a few key areas. The Membership sought sector-norm provisions in these areas.

10.4 Over the course of many months of difficult negotiations, the UNBC-FA's bargaining team demonstrated that, fortified with the firm and publicly reiterated support of the Membership, the Union could achieve its mandate at the table. By March 2015, the task was mostly complete. The articles already signed off by the parties represent the lion's share of a first collective agreement that is entirely consistent with collective agreements at unionized small primarily undergraduate universities in Canada.

10.5 When faced with an intransigent Employer, the Membership and Executive of the UNBC-FA showed their resolve by using various strategies – unanimously passing motions calling upon the Employer to table sector-norm positions, calling upon a Labour Relations Board mediator to assist the parties, calling a strike vote, and finally exercising the Union's right to strike – gradually to increase the pressure on the Employer to table sector-norm contract proposals.

10.6 At no time did the Membership exhibit any inclination to withdraw from the UNBC-FA's entirely reasonable demands for a sector-norm first collective agreement. At no time did the UNBC-FA bargaining team lose its confidence that it could achieve these demands through collective bargaining. Therefore, the UNBC-FA made it clear to the Employer that it was always willing to meet the Employer's bargaining team.

10.7 At the moment that the UNBC-FA learned that the Employer had elected to trigger Section 55 rather than engage in collective bargaining, the UNBC-FA's Membership, Executive, and bargaining team were as determined as they ever were to complete the task of concluding a first agreement through negotiations, and as confident as ever that the task could be accomplished.

10.8 Once faced with a Section 55 arbitration, the UNBC-FA had no reason to soften its

demands. Its positions had always been reasonable and moderate. The Employer had never given the UNBC-FA any compelling reasons for rejecting our proposals. Although the UNBC-FA is not aware of any other case in which a faculty union had a first collective agreement imposed upon them after their legal strike was halted, the Union is aware that in contexts in which faculty unions have agreed with university employers to end a strike by referring issues to binding arbitration, faculty unions have made very significant gains in the ensuing arbitration awards. The Members of the UNBC-FA have every reason to expect their reasonable demands to be awarded in the context of a Section 55 arbitration.

10.9 Furthermore, the UNBC-FA's proposals were and are entirely consistent with the guidelines set out in *Yarrow*. The Union's proposals contain no breakthrough or innovative clauses. They do not seek to achieve a status quo or industry standard agreements (which do not exist in our sector). They are supported by reference to the terms and conditions experienced by similar employees doing similar work at comparable universities. They would ensure that under this first collective agreement our Members would be treated with internal consistency and equity. They are affordable for the Employer, and reasonable given the economic conditions in the university sector.

10.10 By contrast, the Employer tabled an entire suite of regressive non-sector-norm proposals in July 2014. The resolve of the UNBC-FA and its Members forced the Employer's bargaining team to abandon most of those positions between August 2014 and March 2015, but the Employer's team remained inflexible on a number of items despite the fact that they never explained why the Members of the Faculty Association should accept their regressive proposals.

10.11 After resorting to Section 55, the Employer ought to have brought its positions into line with guidelines set out in *Yarrow*. Instead, it is the Union's understanding that the Employer retained its breakthrough proposals, which are inconsistent with the terms and conditions of similar employees performing similar work at other universities. Furthermore, the Employer seeks an award that would subject Members of the UNBC-FA to internally inconsistent and inequitable conditions.

10.12 The UNBC-FA asserts, therefore, that under the circumstances, the first collective agreement for Faculty Members at UNBC should include the items proposed by the UNBC-FA, but that the proposals and positions of the Employer should be omitted from that agreement.

ALL OF WHICH IS RESPECTFULLY SUBMITTED ON BEHALF OF THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA FACULTY ASSOCIATION THIS 6TH DAY OF NOVEMBER 2015

ALLAN E. BLACK, Q.C.
Counsel for the University of Northern British Columbia Faculty Association

Appendix A: Salary Systems at UNBC's Comparators

Acadia University Salary Grid

Acadia (1 July 2014 – 30 June 2015)

Salary Scale: Acadia University (1 July 2014-30 June 2015)								
Step	Lecturer	Assistant	Associate	Professor	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	58,000	70,210	86,490	102,770	58,000	66,140	78,350	86,490
2	60,035	72,245	88,525	104,805	60,035	68,175	80,385	88,525
3	62,070	74,280	90,560	106,840	62,070	70,210	82,420	90,560
4	64,105	76,315	92,595	108,875	64,105	72,245	84,455	92,595
5	66,140	78,350	94,630	110,910	66,140	74,280	86,490	94,630
6	68,175	80,385	96,665	112,945	68,175	76,315	88,525	96,665
7	72,245	82,420	98,700	114,980	70,210	78,350	90,560	98,700
8		84,455	100,735	117,015	72,245	80,385	92,595	100,735
9		86,490	102,770	119,050			94,630	102,770
10		88,525	104,805	121,085			96,665	104,805
11			106,840	123,120				106,840
12			108,875	125,155				108,875
13				127,190				110,910
14				129,225				112,945
15				131,260				114,980
16				133,295				117,015
17				135,330				119,050
18				137,365				121,085

Acadia (1 July 2015 – 30 June 2016)

Salary Scale: Acadia University (1 July 2015-30 June 2016)								
Step	Lecturer	Assistant	Associate	Professor	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	59,015	71,441	88,009	104,577	59,015	67,299	79,725	88,009
2	61,086	73,512	90,080	106,648	61,086	69,370	81,796	90,080
3	63,157	75,583	92,151	108,719	63,157	71,441	83,867	92,151
4	65,228	77,654	94,222	110,790	65,228	73,512	85,938	94,222
5	67,299	79,725	96,293	112,861	67,299	75,583	88,009	96,293
6	69,370	81,796	98,364	114,932	69,370	77,654	90,080	98,364
7	71,441	83,867	100,435	117,003	71,441	79,725	92,151	100,435
8	73,512	85,938	102,506	119,074	73,512	81,796	94,222	102,506
9		88,009	104,577	121,145			96,293	104,577
10		90,080	106,648	123,216			98,364	106,648
11			108,719	125,287				108,719
12			110,790	127,358				110,790
13				129,429				112,861
14				131,500				114,932
15				133,571				117,003
16				135,642				119,074
17				137,713				121,145
18				139,784				123,216

Acadia (1 July 2016 – 30 June 2017)

Salary Scale: Acadia University (1 July 2016-30 June 2017)								
Step	Lecturer	Assistant	Associate	Professor	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	60,050	72,692	89,548	106,404	60,050	68,478	81,120	89,548
2	62,157	74,799	91,655	108,511	62,157	70,585	83,227	91,655
3	64,264	76,906	93,762	110,618	64,264	72,692	85,334	93,762
4	66,371	79,013	95,869	112,725	66,371	74,799	87,441	95,869
5	68,478	81,120	97,976	114,832	68,478	76,906	89,548	97,976
6	70,585	83,227	100,083	116,939	70,585	79,013	91,655	100,083
7	72,692	85,334	102,190	119,046	72,692	81,120	93,762	102,190
8	74,799	87,441	104,297	121,153	74,799	83,227	95,869	104,297
9		89,548	106,404	123,260			97,976	106,404
10		91,655	108,511	125,367			100,083	108,511
11			110,618	127,474				110,618
12			112,725	129,581				112,725
13				131,688				114,832
14				133,795				116,939
15				135,902				119,046
16				138,009				121,153
17				140,116				123,260
18				142,223				125,367

Source: Acadia University Collective Agreement, 1 July 2014 – 30 June 2017)

Brandon University Salary Grid

Brandon (1 April 2014 – 31 March 2015)

University of Brandon Salary Scale, 1 April 2014						
Step	Lecturer/PA I/IA III	Assistant Professor/PA II/IA IV	Associate Professor/PA III	Professor/PA IV	IA II	IA I
1	57,051	68,647	89,778	111,931	51,564	49,090
2	58,627	70,804	92,534	115,278	52,983	50,352
3	60,203	72,961	95,290	118,625	54,402	51,614
4	61,779	75,118	98,046	121,972	55,821	52,876
5	63,355	77,275	100,802	125,319	57,240	54,138
6	64,931	79,432	103,558	128,666	58,659	55,400
7	66,507	81,589	106,314	132,013	60,078	56,662
8	68,083	83,746	109,070	135,360	61,497	57,924
9	69,659	85,903	111,826	138,707	62,916	59,186
10	71,233	88,060	114,582	142,054	64,334	60,448
11		90,217	117,338	145,401		61,710
12		92,374	120,094	148,748		62,972
13		94,531	122,850	152,090		64,234
14		96,688	125,605			65,496
15						66,758

Career Progress Increments:

Professor/PA IV: \$3,347

Associate Professor/PA III: \$2,756

Assistant Professor/PA II/IA IV \$2,157

Lecturer/PA I/IA III: \$1,576

Professional Associates are employed to facilitate the academic process by engaging in such functions as counselling, library, continuing education services, and Special Project off-campus deliveries.

Instructional Associates are employed to facilitate the academic process by engaging in such functions as supervision/set-up of laboratories, preparation of laboratory materials, manuals, lab tests and assignments, tutoring on an individual and group basis, maintaining and ordering of supplies and equipment, and assisting other faculty members in some aspect of their academic or professional activities. Instructional Associates may participate in University/Community service, faculty/professional organizations

Brandon (1 April 2015 – 31 March 2016)

University of Brandon Salary Scale,						
Step	Lecturer/P A I/IA III	Assistant Professor/ PA II/IA IV	Associate Professor/ PA III	Professor/PA IV	IA II	IA I
1	58,192	70,020	91,574	114,170	52,595	47,012
2	59,800	72,220	94,385	117,584	54,042	48,299
3	61,408	74,420	97,196	120,998	55,489	49,586
4	63,016	76,620	100,007	124,412	56,936	50,873
5	64,624	78,820	102,818	127,826	58,383	52,160
6	66,232	81,020	105,629	131,240	59,830	53,447
7	67,840	83,220	108,440	134,654	61,277	54,734
8	69,448	85,420	111,251	138,068	62,724	56,021
9	71,056	87,620	114,062	141,482	64,171	57,308
10	72,664	89,820	116,873	144,896	65,618	58,595
11		92,020	119,684	148,310		
12		94,220	122,495	151,724		
13		96,420	125,306	155,138		
14		98,620	128,117			

Career Progress Increments:

Professor/PA IV: \$3,414

Associate Professor/PA III: \$2811

Assistant Professor/PA II/IA IV \$2200

Lecturer/PA I/IA III: \$1608

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Brandon (1 April 2016 – 31 March 2017)

University of Brandon Salary Scale						
Step	Lecturer/P A I/IA III	Assistant Professor/ PA II/IA IV	Associate Professor/ PA III	Professor/PA IV	IA II	IA I
1	59,356	71,420	93,405	116,453	53,647	47,952
2	60,996	73,664	96,272	119,935	55,123	49,265
3	62,636	75,908	99,139	123,417	56,599	50,578
4	64,276	78,152	102,006	126,899	58,075	51,891
5	65,916	80,396	104,873	130,381	59,551	53,204
6	67,556	82,640	107,740	133,863	61,027	54,517
7	69,196	84,884	110,607	137,345	62,503	55,830
8	70,836	87,128	113,474	140,827	63,979	57,143
9	72,476	89,372	116,341	144,309	65,455	58,456
10	74,116	91,616	119,208	147,791	66,931	59,769
11		93,860	122,075	151,273		
12		96,104	124,942	154,755		
13		98,348	127,809	158,237		
14		100,592	130,676			

Career Progress Increments:

Professor/PA IV: \$3,482
 Associate Professor/PA III: \$2867
 Assistant Professor/PA II/IA IV \$2244
 Lecturer/PA I/IA III: \$1640

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Brandon (1 April 2017 – 31 March 2018)

University of Brandon Salary Scale						
Step	Lecturer/P A I/IA III	Assistant Professor/ PA II/IA IV	Associate Professor/ PA III	Professor/PA IV	IA II	IA I
1	60,543	72,849	95,273	118,782	54,720	48,911
2	62,215	75,138	98,198	122,334	56,226	50,250
3	63,887	77,427	101,123	125,886	57,732	51,589
4	65,559	79,716	104,048	129,438	59,238	52,928
5	67,231	82,005	106,973	132,990	60,744	54,267
6	68,903	84,294	109,898	136,542	62,250	55,606
7	70,575	86,583	112,823	140,094	63,756	56,945
8	72,247	88,872	115,748	143,646	65,262	58,284
9	73,919	91,161	118,673	147,198	66,768	59,623
10	75,591	93,450	121,598	150,750	68,274	60,962
11		95,739	124,523	154,302		
12		98,028	127,448	157,854		
13		100,317	130,373	161,406		
14		102,606	133,298			

Career Progress Increments:

Professor/PA IV: \$3,552
 Associate Professor/PA III: \$2,925
 Assistant Professor/PA II/IA IV \$2,289
 Lecturer/PA I/IA III: \$1,672

Professional Associates are employed to facilitate the academic process by engaging in such functions as counselling, library, continuing education services, and Special Project off-campus deliveries.

Instructional Associates are employed to facilitate the academic process by engaging in such functions as supervision/set-up of laboratories, preparation of laboratory materials, manuals, lab tests and assignments, tutoring on an individual and group basis, maintaining and ordering of supplies and equipment, and assisting other faculty members in some aspect of their academic or professional activities. Instructional Associates may participate in University/Community service, faculty/professional organizations

Brandon (1 April 2018 – 31 March 2019)

University of Brandon Salary Scale						
Step	Lecturer/P A I/IA III	Assistant Professor/ PA II/IA IV	Associate Professor/ PA III	Professor/PA IV	IA II	IA I
1	62,057	74,670	97,655	121,752	56,088	50,134
2	63,771	77,016	100,653	125,393	57,632	51,507
3	65,485	79,362	103,651	129,034	59,176	52,880
4	67,199	81,708	106,649	132,675	60,720	54,253
5	68,913	84,054	109,647	136,316	62,264	55,626
6	70,627	86,400	112,645	139,957	63,808	56,999
7	72,341	88,746	115,643	143,598	65,352	58,372
8	74,055	91,092	118,641	147,239	66,896	59,745
9	75,769	93,438	121,639	150,880	68,440	61,118
10	77,483	95,784	124,637	154,521	69,984	62,491
11		98,130	127,635	158,162		
12		100,476	130,633	161,803		
13		102,822	133,631	165,444		
14		105,168	136,629			

Career Progress Increments:

Professor/PA IV: \$3,641
 Associate Professor/PA III: \$2,998
 Assistant Professor/PA II/IA IV \$2346
 Lecturer/PA I/IA III: \$1714

Professional Associates are employed to facilitate the academic process by engaging in such functions as counselling, library, continuing education services, and Special Project off-campus deliveries.

Instructional Associates are employed to facilitate the academic process by engaging in such functions as supervision/set-up of laboratories, preparation of laboratory materials, manuals, lab tests and assignments, tutoring on an individual and group basis, maintaining and ordering of supplies and equipment, and assisting other faculty members in some aspect of their academic or professional activities. Instructional Associates may participate in University/Community service, faculty/professional organizations

Source: BUFA, 1 April 2015-31 March 2019

Mount Allison University Salary Grid

Mount Allison (2014 – 2015)

Salary Scale: Mount Allison								
Step	Lecturer	Assistant	Associate	Professor	Gen Librarian	Assist Librarian	Assoc Librarian	Librarian
1	55,591	68,899	83,686	107,344	55,591	68,899	86,643	107,344
2	58,252	71,856	86,643	110,302	58,252	71,856	89,600	110,302
3	60,914	74,814	89,600	113,259	60,914	74,814	92,558	113,259
4	63,576	77,771	92,558	116,216	63,576	77,771	95,515	116,216
5	66,237	80,728	95,515	119,174	66,237	80,728	98,472	119,174
6	68,899	83,686	98,472	122,131	68,899	83,686	101,430	122,131
7	71,856	86,643	101,430	125,088	71,856	86,643	104,387	125,088
8	74,814	89,600	104,387	128,046		89,600	107,344	128,046
9	77,771	92,558	107,344	131,003			110,302	131,003
10	80,728	95,515	110,302	133,961			113,259	133,961
11		98,472	113,259	136,918			116,216	
12		101,430	116,216	139,875				
13		104,387	119,174	142,833				
14		107,344	122,131	145,790				
15			125,088					
16			128,046					
17			131,003					

Mount Allison (2015 – 2016)

Salary Scale: Mount Allison								
Step	Lecturer	Assistant	Associate	Professor	Gen Librarian	Assist Librarian	Assoc Librarian	Librarian
1	56,842	70,449	85,568	109,760	56,842	70,449	88,592	109,760
2	59,563	73,473	88,592	112,783	59,563	73,473	91,616	112,783
3	62,285	76,497	91,616	115,807	62,285	76,497	94,640	115,807
4	65,006	79,521	94,640	118,831	65,006	79,521	97,664	118,831
5	67,728	82,545	97,664	121,855	67,728	82,545	100,688	121,855
6	70,449	85,568	100,688	124,879	70,449	85,568	103,712	124,879
7	73,473	88,592	103,712	127,903	73,473	88,592	106,736	127,903
8	76,497	91,616	106,736	130,927		91,616	109,760	130,927
9	79,521	94,640	109,760	133,951			112,783	133,951
10	82,545	97,664	112,783	136,975			115,807	136,975
11		100,688	115,807	139,999			118,831	
12		103,712	118,831	143,022				
13		106,736	121,855	146,046				
14		109,760	124,879	149,070				
15			127,903					
16			130,927					
17			133,951					

Source: Mount Allison Faculty Collective Agreement, 2013 – 2016.

University of Prince Edward Island Salary Grid

UPEI (1 July 2014 – 30 June 2015)

Salary Scale Minima: 1 July 2014 at University of Prince Edward Island				
Step	Lecturer	Assistant	Associate	Full Professor
1	58,940	68,455	84,473	106,311
2	62,096	71,611	87,629	109,467
3	65,252	74,767	90,785	112,623
4	68,408	77,923	93,941	115,779
5	71,564	81,079	97,097	118,935
6		84,235	100,253	122,091
7		87,391	103,409	125,247
8		90,547	106,565	128,403
9		93,703	109,721	131,559
10			112,877	134,715
11			116,033	137,871
12			118,400	141,027
13			119,978	143,394
14			121,556	
15			123,134	
Step	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	52,124	61,322	76,775	95,172
2	55,254	64,452	79,905	98,302
3	58,384	67,582	83,035	101,432
4	61,514	70,712	86,165	104,562
5	64,644	73,842	89,295	107,692
6		76,972	92,425	110,822
7		80,102	95,555	113,952
8		83,232	98,685	117,082
9		86,362	101,815	120,212
10			104,945	123,342

UPEI (1 July 2015 – 30 June 2016)

Salary Scale Minima: 1 July 2015 at University of Prince Edward Island				
Step	Lecturer	Assistant	Associate	Full Professor
1	60,266	69,995	86,374	108,702
2	63,493	73,222	89,601	111,929
3	66,720	76,449	92,828	115,156
4	69,947	79,676	96,055	118,383
5	73,174	82,903	99,282	121,610
6		86,130	102,509	124,837
7		89,357	105,736	128,064
8		92,584	108,963	131,291
9		95,811	112,190	134,518
10			115,417	137,745
11			118,644	140,972
12			121,064	144,199
13			122,678	146,619
14			124,292	
15			125,906	
Step	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	53,297	62,702	78,503	97,314
2	56,497	65,902	81,703	100,514
3	59,697	69,102	84,903	103,714
4	62,897	72,302	88,103	106,914
5	66,097	75,502	91,303	110,114
6		78,702	94,503	113,314
7		81,902	97,703	116,514
8		85,102	100,903	119,714
9		88,302	104,103	122,914
10			107,303	126,114

Source UPEI Collective Agreement, 2012 – 2016

St Francis Xavier University Salary Scale

St. F.X. (1 September 2014 – 31 August 2015)

Salary Scale: St F. X Salaries								
Step	Lecturer	Assistant	Associate	Professor	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	58,381	67,705	82,125	103,155	58,381	67,705	82,125	103,155
2	60,692	70,073	84,667	105,861	60,692	70,073	84,667	105,861
3	63,003	72,440	87,210	108,568	63,002	72,440	87,210	108,568
4		74,806	89,753	111,273		74,806	89,753	111,273
5		77,173	92,296	113,980		77,173	92,296	113,980
6		79,539	94,839	116,685		79,539	94,839	116,685
7		81,907	97,382	119,392		81,907	97,382	119,392
8		84,274	99,925	122,099		84,274	99,925	122,099
9		86,640	102,467	124,804		86,640	102,467	124,804
10		87,823	105,009	127,511		87,823	105,009	127,511
11		89,007	107,552	130,216		89,007	107,552	130,216
12			110,095	132,923			110,095	132,923
13			112,638	135,629			112,638	135,629
14			115,181	138,335			115,181	138,335
15			116,452	141,041			116,452	141,041
16				143,748				143,748

St. F.X. (1 September 2015 – 31 August 2016)

Salary Scale: St F. X Salaries								
Step	Lecturer	Assistant	Associate	Professor	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	59,841	69,397	84,178	105,734	59,841	69,397	84,178	105,734
2	62,209	71,825	86,784	108,508	62,209	71,825	86,784	108,508
3	64,577	74,251	89,391	111,282	64,577	74,251	89,391	111,282
4		76,677	91,997	114,055		76,677	91,997	114,055
5		79,102	94,603	116,830		79,102	94,603	116,830
6		81,528	97,210	119,603		81,528	97,210	119,603
7		83,955	99,816	122,377		83,955	99,816	122,377
8		86,380	102,423	125,151		86,380	102,423	125,151
9		88,806	105,029	127,924		88,806	105,029	127,924
10		90,018	107,634	130,698		90,018	107,634	130,698
11		91,232	110,241	133,472		91,232	110,241	133,472
12			112,847	136,246			112,847	136,246
13			115,454	139,020			115,454	139,020
14			118,060	141,793			118,060	141,793
15			119,363	144,567			119,363	144,567
16				147,341				147,341

Trent University Salary Grid

Trent (1 July 2014 –30 June 2015)

Salary Scale: Trent University (1 September 2014)								
Step	Lecturer	Assistant	Associate	Professor	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	\$72,725	\$83,443	\$99,520	\$120,958	\$72,725	\$78,083	\$88,803	\$102,201
2	\$75,403	\$86,122	\$102,201	\$123,754	\$75,403	\$80,765	\$91,482	\$104,880
3	\$78,083	\$88,803	\$104,880	\$126,552	\$78,083	\$83,443	\$94,161	\$107,558
4	\$80,765	\$91,482	\$107,558	\$129,350	\$80,765	\$86,122	\$96,841	\$110,240
5	\$83,443	\$94,161	\$110,240	\$132,145		\$88,803	\$99,520	\$112,918
6	\$86,122	\$96,841	\$112,918	\$134,941		\$91,482	\$102,201	\$115,598
7	\$88,803	\$99,520	\$115,598	\$137,740		\$94,161	\$104,880	\$118,278
8	\$91,482	\$102,201	\$118,278	\$140,537		\$96,841	\$107,558	\$120,958
9	\$94,161	\$104,880	\$120,958	\$143,372		\$99,520	\$110,240	\$123,754
10	\$96,841	\$107,558	\$123,754	\$146,129		\$102,201	\$112,918	\$126,552
11	\$99,520	\$110,240	\$126,552	\$148,926			\$115,598	\$129,350
12	\$102,201	\$112,918	\$129,350	\$151,727			\$118,278	\$132,145
13		\$115,598	\$132,145	\$154,523			\$120,958	\$134,941
14		\$118,278	\$134,941	\$157,319			\$123,754	\$137,740
15		\$120,958	\$137,740	\$160,116				\$140,537
16		\$123,754	\$140,537	\$162,914				\$143,372
17			\$143,372	\$165,708				\$146,129
18			\$146,129	\$168,506				\$148,926
19			\$148,926	\$171,305				\$151,727
20			\$151,727	\$174,103				
21			\$154,523	\$176,899				
22				\$179,697				

Trent (1 July 2015 – 30 June 2016)

Salary Scale: Trent University (1 September 2014)								
Step	Lecturer	Assistant	Associate	Professor	Librarian 1	Librarian 2	Librarian 3	Librarian 4
1	\$73,969	\$84,870	\$101,222	\$123,026	\$73,969	\$79,418	\$90,322	\$103,949
2	\$76,692	\$87,595	\$103,949	\$125,870	\$76,692	\$82,146	\$93,046	\$106,673
3	\$79,418	\$90,322	\$106,673	\$128,716	\$79,418	\$84,870	\$95,771	\$109,397
4	\$82,146	\$93,046	\$109,397	\$131,562	\$82,146	\$87,595	\$98,497	\$112,125
5	\$84,870	\$95,771	\$112,125	\$134,405		\$90,322	\$101,222	\$114,849
6	\$87,595	\$98,497	\$114,849	\$137,248		\$93,046	\$103,949	\$117,575
7	\$90,322	\$101,222	\$117,575	\$140,095		\$95,771	\$106,673	\$120,301
8	\$93,046	\$103,949	\$120,301	\$142,940		\$98,497	\$109,397	\$123,026
9	\$95,771	\$106,673	\$123,026	\$145,824		\$101,222	\$112,125	\$125,870
10	\$98,497	\$109,397	\$125,870	\$148,628		\$103,949	\$114,849	\$128,716
11	\$101,222	\$112,125	\$128,716	\$151,473			\$117,575	\$131,562
12	\$103,949	\$114,849	\$131,562	\$154,322			\$120,301	\$134,405
13		\$117,575	\$134,405	\$157,165			\$123,026	\$137,248
14		\$120,301	\$137,248	\$160,009			\$125,870	\$140,095
15		\$123,026	\$140,095	\$162,854				\$142,940
16		\$125,870	\$142,940	\$165,700				\$145,824
17			\$145,824	\$168,542				\$148,628
18			\$148,628	\$171,387				\$151,473
19			\$151,473	\$174,234				\$154,322
20			\$154,322	\$177,080				
21			\$157,165	\$179,924				
22				\$182,770				

Lakehead University Salary System

Lakehead (1 September 2014 – 31 August 2015)

Lakehead University has a complex article relating to salaries. The system is summarized as follows:

Rank	Salary Floor	Scale Increments/annum	CDI	Salary Ceiling
Professor	\$107,000	\$2,300	\$2,700	\$173,000
Associate Professor	\$87,000	\$2,300	\$2,700	\$154,660
Assistant Professor	\$71,000	\$2,300	\$2,700	\$107,820
Lecturer	\$61,000	\$2,300	\$2,700	\$ 85,810
Librarian IV	\$78,000	\$1500	\$2,000	\$125,845
Librarian III	\$70,000	\$1500	\$2,000	\$113,255
Librarian II	\$61,000	\$1500	\$2,000	\$113,255
Librarian I	\$56,000	\$1500	\$2,000	\$97,000

Regular Salaries shall be adjusted annually, and the adjusted salaries shall take effect as of July 1st or as otherwise indicated. Salary adjustments for individual members shall include some or all of the following components:

- (A) a scale increment;
- (B) a career development increment;
- (C) a merit increment; and,
- (D) an anomaly adjustment.

“The **scale increment** shall be the minimum percentage increase applied to the salary floor and ceiling of each faculty and librarian rank and to the Regular Salaries of all members within the rank”

“A **career development increment** (CDI) shall be awarded annually to each full-time member to provide, through a series of salary increases, an orderly promotion within each rank for satisfactory performance of a full-time member's responsibilities.”

There is also a **merit fund** of 70,000 for faculty, 4,000 for librarians: (\$2000 per meritorious member)

There is also an **anomaly fund** of \$10,000, for faculty, 1,000 for librarians

Source LUFA, 1 September 2011-31 August 2015

University of Regina Salary System

Regina (1 July 2014 – 30 June 2015)

	Floor	Increments			Normal Ceiling	Merit			Merit Ceiling
Professor	117,981	9	x	3,287	147,564				
Associate Professor	94,965	9	x	3,064	122,541	3	x	3,064	131,733
Assistant Professor	79,387	8	x	2,848	102,171	3	x	2,848	110,715
Lecturer	63,293	8	x	1,961	78,981	3	x	1,961	84,864
Librarian IV	94,554	7	x	3,064	116,002				
Librarian III	82,100	7	x	2,734	101,238	3	x	2,734	109,440
Librarian II	69,019	6	x	2,405	83,449	3	x	2,405	90,664
Librarian I	60,441	6	x	1,961	72,207	3	x	1,961	78,090
Lab Instructor III	70,444	7	x	2,795	90,009				
Lab Instructor II	64,237	6	x	2,486	79,153	3	x	2,486	86,611
Lab Instructor I	57,065	6	x	2,175	70,115	3	x	2,175	76,640
Instructor III	70,064	7	x	2,795	89,629				
Instructor II	60,911	6	x	2,486	75,827	3	x	2,486	83,285
Instructor I	54,857	6	x	2,175	67,907	3	x	2,175	74,432

Regina (1 July 2015 – 30 June 2016)

	Floor	Increments			Normal Ceiling	Merit			Merit Ceiling
Professor	120,181	9	x	3,287	149,764				
Associate Professor	97,165	9	x	3,064	124,741	3	x	3,064	133,933
Assistant Professor	81,587	8	x	2,848	104,371	3	x	2,848	112,915
Lecturer	65,493	8	x	1,961	81,181	3	x	1,961	87,064
Librarian IV	99,818	7	x	3,064	121,266				
Librarian III	87,034	7	x	2,734	106,172	3	x	2,734	114,374
Librarian II	73,624	6	x	2,405	88,054	3	x	2,405	95,269
Librarian I	64,602	6	x	1,961	76,368	3	x	1,961	82,251
Lab Instructor III	75,439	7	x	2,795	95,004				
Lab Instructor II	68,923	6	x	2,486	83,839	3	x	2,486	91,297
Lab Instructor I	61,440	6	x	2,175	74,490	3	x	2,175	81,015
Instructor III	75,059	7	x	2,795	94,624				
Instructor II	65,597	6	x	2,486	80,513	3	x	2,486	87,971
Instructor I	59,232	6	x	2,175	72,282	3	x	2,175	78,807

Regina (1 July 2016 – 30 June 2017)

	Floor	Increments			Normal Ceiling	Merit			Merit Ceiling
Professor	122,381	9	x	3,287	151,964				
Associate Professor	99,365	9	x	3,064	126,941	3	x	3,064	136,133
Assistant Professor	83,787	8	x	2,848	106,571	3	x	2,848	115,115
Lecturer	67,693	8	x	1,961	83,381	3	x	1,961	89,264
Librarian IV	102,018	7	x	3,064	123,466	3	x		
Librarian III	89,234	7	x	2,734	108,372	3	x	2,734	116,574
Librarian II	75,824	6	x	2,405	90,254	3	x	2,405	97,469
Librarian I	66,802	6	x	1,961	78,568	3	x	1,961	84,451
Lab Instructor III	77,639	7	x	2,795	97,204	3	x		
Lab Instructor II	71,123	6	x	2,486	86,039	3	x	2,486	93,497
Lab Instructor I	63,640	6	x	2,175	76,690	3	x	2,175	83,215
Instructor III	77,259	7	x	2,795	96,824	3	x		
Instructor II	67,797	6	x	2,486	82,713	3	x	2,486	90,171
Instructor I	61,432	6	x	2,175	74,482	3	x	2,175	81,007

Source: URFA 2014 – 2017

University of Lethbridge Salary System

Lethbridge (1 July 2014 – 30 June 2015)

	Floor	Ceiling	Career Progress Increments	Merit Pool Contribution per member
Lecturer	\$ 46,000	-	\$ 2400	\$ 600
Assistant Professor	\$ 60,000	-	\$ 2400	\$ 600
Associate Professor	\$ 75,000	-	\$ 2400	\$ 600
Professor	\$100,000	-	\$ 2400	\$ 600
Librarian Grade II	\$ 60,000	-	\$ 2400	\$ 600
Librarian Grade III	\$ 75,000	-	\$ 2400	\$ 600
Librarian Grade IV	\$100,000	-	\$ 2400	\$ 600
Instructor/Academic Assistant I	\$ 45,000	\$ 106,510	-	\$2600
Instructor/Academic Assistant II	\$ 50,000	\$ 113,284	-	\$2600
Instructor/Academic Assistant III	\$ 55,000	\$ 120,058	-	\$2600

Lethbridge (1 July 2015 – 30 June 2016)

	Floor	Ceiling	Career Progress Increments	Merit Pool Contribution per member
Lecturer	\$ 46,000	-	\$2500	\$ 600
Assistant Professor	\$ 60,000	-	\$2500	\$ 600
Associate Professor	\$ 75,000	-	\$2500	\$ 600
Professor	\$100,000	-	\$2500	\$ 600
Librarian Grade II	\$ 60,000	-	\$2500	\$ 600
Librarian Grade III	\$ 75,000	-	\$2500	\$ 600
Librarian Grade IV	\$100,000	-	\$2500	\$ 600
Instructor/Academic Assistant I	\$ 45,000	TBD*	-	\$2690
Instructor/Academic Assistant II	\$ 50,000	TBD*	-	\$2690
Instructor/Academic Assistant III	\$ 55,000	TBD*	-	\$2690

*To Be Determined (as per A.01.4)

Appendix B: Salary Systems of Non-Comparator Primarily Undergraduate Universities

The UNBC-FA has shown that salary grids are in place among most of our unionized comparators. We can add to this fact that salary grids are also in place at other primarily undergraduate universities in the country. The following completes the list of small primarily undergraduate universities included in *Maclean's Magazine's* list. Those in bold are known to have salary grids.

Bishop's University Salary Grid

Bishop's (1 July 2014 – 30 June 2015)

Step	Lecturer	Assistant	Associate	Professor
1	54,905	68,632	82,602	100,825
2	56,655	70,818	85,032	103,861
3	58,404	73,005	87,461	106,896
4	60,153	75,192	89,891	109,935
5	61,903	77,378	92,320	112,971
6	63,652	79,565	94,750	116,007
7	65,111	81,389	97,178	118,438
8	66,568	83,210	99,609	120,867
9	68,025	85,032	102,038	123,296
10		86,853	104,468	125,725
11		88,676	106,896	128,156
12			109,327	130,585
13			111,149	133,013
14			112,971	135,442
15			114,794	137,870
16			116,614	
17			118,438	
18			120,260	

Source: Bishop's University Collective Agreement for Faculty, 2012 – 2015.

Saint Mary's University Salary Grid

Saint Mary's (1 September 2014 – 31 August 2015)

Step	Lecturer	Assistant	Associate	Professor
1	\$59,618	\$69,028	\$84,989	\$108,069
2	\$62,713	\$71,760	\$87,882	\$111,141
3	\$65,446	\$74,494	\$90,776	\$114,211
4		\$77,225	\$93,669	\$117,282
5		\$79,958	\$96,562	\$120,352
6		\$82,690	\$99,456	\$123,421
7		\$85,422	\$102,350	\$126,493
8		\$88,154	\$105,242	\$129,563
9			\$108,135	\$132,634
10			\$111,028	\$135,704
11			\$113,920	\$138,775
12			\$116,814	\$141,844
13				\$144,914

Source: Saint Mary's University FA Collective Agreement, 2012 – 2015

St. Thomas University Salary Grid

St. Thomas (2014 – 2015)

Step	Lecturer	Assistant	Associate	Professor
1	\$58,097	\$68,056	\$85,070	\$108,890
2	\$61,500	\$71,459	\$88,473	\$112,292
3	\$64,902	\$74,862	\$91,876	\$115,695
4	\$68,305	\$78,264	\$95,278	\$119,098
5	\$71,708	\$81,667	\$98,681	\$122,501
6	\$75,111	\$85,070	\$102,084	\$125,904
7	\$78,514	\$88,473	\$105,487	\$129,306
8	\$78,921	\$91,876	\$108,890	\$132,709
9		\$95,273	\$112,292	\$136,112
10			\$115,695	\$139,515
11			\$119,098	\$142,918
12			\$121,176	\$146,320
13				\$149,723
14				\$151,051

Increments: \$3403 until the last year of raises at each rank

St. Thomas (2015 – 2016)

Step	Lecturer	Assistant	Associate	Professor
1	\$58,968	\$69,077	\$86,346	\$110,523
2	\$62,422	\$72,531	\$89,800	\$113,977
3	\$65,876	\$75,985	\$93,254	\$117,431
4	\$69,330	\$79,438	\$96,708	\$120,884
5	\$72,784	\$82,892	\$100,161	\$124,338
6	\$76,237	\$86,346	\$103,615	\$127,792
7	\$79,691	\$89,800	\$107,069	\$131,246
8	\$80,104	\$93,254	\$110,523	\$134,700
9		\$96,702	\$113,977	\$138,154
10			\$117,431	\$141,608
11			\$120,884	\$145,061
12			\$122,993	\$148,515
13				\$151,969
14				\$153,316

Source: St. Thomas Collective Agreement

Mount Saint Vincent Salary Grid

Saint Vincent (2014 – 2015)

Step	Lecturer	Assistant	Associate	Professor
1	60,527	67,067	87,705	110,710
2	63,257	69,797	90,434	113,440
3	65,986	72,526	93,164	116,169
4		75,256	95,893	118,899
5		77,985	98,623	121,628
6		80,714	101,352	124,357
7		83,444	104,082	127,087
8		86,173	106,811	129,816
9		88,903	109,540	132,546
10			112,270	135,275

Increment among faculty: \$2,729

Cape Breton University Salary Grid

Cape Breton (1 July 2014 – 30 June 2015)

Salary Scale: Cape Breton University (1 July 2014)							
Step	Lecturer	Assistant	Associate	Professor	Librarian 1 and 2	Librarian 3	Librarian 4
1	\$50,630	\$67,061	\$83,136	\$108,285	\$58,395	\$69,545	\$87,090
2	\$52,544	\$69,592	\$85,538	\$110,893	\$60,461	\$71,688	\$89,261
3	\$54,457	\$72,122	\$87,939	\$113,501	\$62,527	\$73,831	\$91,431
4	\$56,369	\$74,652	\$90,340	\$116,108	\$64,592	\$75,974	\$93,602
5	\$58,282	\$77,182	\$92,741	\$118,716	\$66,658	\$78,117	\$95,773
6	\$60,195	\$79,713	\$95,142	\$121,324	\$68,723	\$80,260	\$97,945
7	\$62,108	\$82,243	\$97,543	\$123,932	\$70,789	\$82,403	\$100,116
8	\$64,021	\$84,773	\$99,945	\$126,539	\$72,854	\$84,546	\$102,287
9		\$87,304	\$102,346	\$129,147	\$74,920	\$86,689	\$104,458
10		\$89,834	\$104,747	\$131,755	\$76,985	\$88,832	\$106,629
11			\$107,148	\$134,362		\$90,975	\$108,799
12			\$109,549	\$136,970		\$93,118	\$110,970
13			\$111,950	\$139,578		\$95,261	\$113,142
14			\$114,352	\$142,186			

Cape Breton (1 July 2015 – 30 June 2016)

Salary Scale: Cape Breton University (1 July 2015)							
Step	Lecturer	Assistant	Associate	Professor	Librarian 1 and 2	Librarian 3	Librarian 4
1	\$51,643	\$68,403	\$84,799	\$110,451	\$59,563	\$70,936	\$88,832
2	\$53,595	\$70,984	\$87,248	\$113,111	\$61,670	\$73,122	\$91,046
3	\$55,546	\$73,564	\$89,697	\$115,771	\$63,777	\$75,308	\$93,260
4	\$57,497	\$76,145	\$92,147	\$118,430	\$65,884	\$77,494	\$95,474
5	\$59,448	\$78,726	\$94,596	\$121,090	\$67,991	\$79,679	\$97,689
6	\$61,398	\$81,307	\$97,045	\$123,750	\$70,098	\$81,865	\$99,904
7	\$63,350	\$83,888	\$99,494	\$126,410	\$72,204	\$84,051	\$102,118
8	\$65,301	\$86,469	\$101,943	\$129,070	\$74,311	\$86,237	\$104,333
9		\$89,050	\$104,393	\$131,730	\$76,418	\$88,423	\$106,547
10		\$91,630	\$106,842	\$134,390	\$78,525	\$90,609	\$108,761
11			\$109,291	\$137,050		\$92,795	\$110,975
12			\$111,740	\$139,710		\$94,980	\$113,190
13			\$114,189	\$142,369		\$97,166	\$115,405
14			\$116,639	\$145,029			

Cape Breton (1 April 2016)

Salary Scale: Cape Breton University (1 July 2014)							
Step	Lecturer	Assistant	Associate	Professor	Librarian 1 and 2	Librarian 3	Librarian 4
1	\$52,030	\$68,916	\$85,435	\$111,279	\$60,010	\$71,468	\$89,498
2	\$53,997	\$71,516	\$87,903	\$113,959	\$62,133	\$73,670	\$91,729
3	\$55,962	\$74,116	\$90,370	\$116,639	\$64,255	\$75,873	\$93,960
4	\$57,928	\$76,716	\$92,838	\$119,319	\$66,378	\$78,075	\$96,190
5	\$59,893	\$79,317	\$95,305	\$121,999	\$68,501	\$80,277	\$98,421
6	\$61,859	\$81,917	\$97,773	\$124,678	\$70,623	\$82,479	\$100,653
7	\$63,826	\$84,517	\$100,240	\$127,358	\$72,746	\$84,682	\$102,884
8	\$65,791	\$87,117	\$102,708	\$130,038	\$74,869	\$86,884	\$105,115
9		\$89,717	\$105,176	\$132,718	\$76,991	\$89,086	\$107,346
10		\$92,318	\$107,643	\$135,398	\$79,114	\$91,288	\$109,577
11			\$110,111	\$138,078		\$93,490	\$111,808
12			\$112,578	\$140,757		\$95,693	\$114,039
13			\$115,046	\$143,437		\$97,895	\$116,271
14			\$117,513	\$146,117			

University of Moncton

Moncton 1 July 2013 – 31 December 2013

(the newest agreement was not available at the time of writing, although it is known that a salary grid remains in place).

Salary Scale: Moncton (1 July 2014)							
Step	Lecturer	Assistant	Associate	Professor	Librarian 1 and 2	Librarian 3	Librarian 4
1	51,805	62,093	78,811	98,101	\$60,010	\$71,468	\$89,498
2	53,091	63,379	80,097	99387	\$62,133	\$73,670	\$91,729
3	54,377	64,665	81,383	100673	\$64,255	\$75,873	\$93,960
4	55,663	65,951	82,669	101959	\$66,378	\$78,075	\$96,190
5	56,949	67,237	83,955	103245	\$68,501	\$80,277	\$98,421
6		68,523	85,241	104531	\$70,623	\$82,479	\$100,653
7		69,809	86,527	105817	\$72,746	\$84,682	\$102,884
8		71,095	87,813	107103	\$74,869	\$86,884	\$105,115
9		72,381	89,099	108389	\$76,991	\$89,086	\$107,346
10		73,667	90,385	109675	\$79,114	\$91,288	\$109,577
11			78,811			\$93,490	\$111,808
12			80,097			\$95,693	\$114,039
13			81,383			\$97,895	\$116,271
14			82,669				

Nipissing University Salary Grid

Nipissing (1 May 2014 – 31 October 2014)

Step	Lecturer	Assistant	Associate	Professor
1	55,304	71,789	92,756	112,511
2	57,638	74,506	95,660	116,056
3	59,972	77,223	98,564	119,601
4	62,306	79,940	101,468	123,146
5	64,640	82,657	104,372	126,691
6	66,974	85,374	107,276	130,236
7	69,308	88,091	110,180	133,781
8	71,642	90,808	113,084	137,326
9	73,976	93,525	115,988	140,871
10	76,310	96,242	118,892	144,416
11	76,810	98,959	121,796	147,961
12		101,676	124,700	151,506
13		102,176	127,604	155,051
14			128,104	155,551

Nipissing (1 November 2014)

Step	Lecturer	Assistant	Associate	Professor
1	55,851	72,500	93,674	113,625
2	58,208	75,244	96,607	117,205
3	60,565	77,988	99,540	120,785
4	62,922	80,732	102,473	124,365
5	65,279	83,476	105,406	127,945
6	67,636	86,220	108,339	131,525
7	69,993	88,964	111,272	135,105
8	72,350	91,708	114,205	138,685
9	74,707	94,452	117,138	142,265
10	77,064	97,196	120,071	145,845
11	77,564	99,940	123,004	149,425
12		102,684	125,937	153,005
13		103,184	128,870	156,585
14			129,370	157,085

University of Winnipeg

Winnipeg, (30 March 2014 – 27 September 2014)

As long as a faculty member's salary is less than the Threshold 1 for his or her rank, she or he earns the larger increment. Once that member's salary is above Threshold 1, she or he earns the lower increment until he or she reaches Threshold 2 (the salary cap) for that rank.

	Floor	Increment	Threshold 1	Increment	Threshold 2
Professor	\$100,508	\$3,792	\$133,741	\$2,844	\$148,968
Assoc. Professor	\$77,900	\$3,034	\$103,605	\$2,276	\$115,390
Assist. Professor	\$64,796	\$2,427	\$88,856		
Lecturer	\$50,962	\$1,972	\$70,511		
Librarian IV	\$79,568	\$3,034	\$109,646	\$2,276	\$123,182
Librarian III	\$65,648	\$2,427	\$101,737		
Librarian II	\$53,514	\$1,972	\$73,062		
Librarian I	\$50,962	\$1,546	\$54,028		

*The value of the salaries listed in Threshold 2 shall represent the maximum salary for each rank, which shall not be exceeded in the implementation of any salary adjustment or career development increments effective August 18, 2014. Current salaries in excess of Threshold 2 shall not change until the maximum salary ceiling provided in this Collective Agreement exceeds the level of the Member's base salary.

Winnipeg, (28 September 2014 – 28 March 2014)

	Floor	Increment	Threshold 1	Increment	Threshold 2
Professor	\$101,399	\$3,792	\$134,927	\$2,844	\$150,289
Assoc. Professor	\$78,591	\$3,034	\$104,523	\$2,276	\$116,413
Assist. Professor	\$65,370	\$2,427	\$89,644		
Lecturer	\$51,414	\$1,972	\$71,137		
Librarian IV	\$80,273	\$3,034	\$110,618	\$2,276	\$124,275
Librarian III	\$66,230	\$2,427	\$102,639		
Librarian II	\$53,988	\$1,972	\$73,710		
Librarian I	\$51,414	\$1,546	\$54,507		

*The value of the salaries listed in Threshold 2 shall represent the maximum salary for each rank, which shall not be exceeded in the implementation of any salary adjustment or career development increments effective August 18, 2014. Current salaries in excess of Threshold 2 shall not change until the maximum salary ceiling provided in this Collective Agreement exceeds the level of the Member's base salary.

Winnipeg, (29 March 2015 – 26 March 2016)

	Floor	Increment	Threshold 1	Increment	Threshold 2
Professor	\$103,427	\$3,868	\$137,626	\$2,901	\$156,196
Assoc. Professor	\$83,258	\$3,095	\$109,709	\$2,321	\$121,063
Assist. Professor	\$69,153	\$2,475	\$93,912		
Lecturer	\$52,442	\$2,012	\$72,559		
Librarian IV	\$81,879	\$3,095	\$112,831	\$2,321	\$126,760
Librarian III	\$67,554	\$2,475	\$104,692		
Librarian II	\$55,068	\$2,012	\$75,184		
Librarian I	\$52,442	\$1,577	\$55,597		

*The value of the salaries listed in Threshold 2 shall represent the maximum salary for each rank, which shall not be exceeded in the implementation of any salary adjustment or career development increments effective August 18, 2014. Current salaries in excess of Threshold 2 shall not change until the maximum salary ceiling provided in this Collective Agreement exceeds the level of the Member's base salary.

Laurentian University

Laurentian University collective agreement has a complex system of salary floors, annual Progress-Through-the-Ranks increments, Promotion increments, Additional Qualifications Increments, and Merit increments. This system is very unlike the existing salary system at UNBC.

University of Ontario Institute of Technology

University of Ontario Institute of Technology has a complex salary system of salary floors, Across-the-Board increases, Career Development Increments, Achievement Increments, and Promotion Increments very unlike the existing salary system at UNBC.

Appendix C: Seniority-linked Compensation at Comparators

Acadia University

Part-time Employee Stipend Table

	Basic Stipend * Precedence 1 (24 credit hours)	Precedence 2 (60 credit hours)	Basic Stipend * Precedence 1 (24 credit hours)
01 July 2014	\$11,600	\$11,804	\$12,007
01 July 2015	\$11,803	\$12,010	\$12,217
01 July 2016	\$12,010	\$12,221	\$12,431

* The stipend above is for a six (6) credit hour course; the stipend shall be prorated by credit hour, e.g., a three (3) credit hour course shall be determined as one-half (0.5) the per course amounts in the table.

Effective July 1, 2014, there are three (3) levels of stipend:

The 'basic stipend' shall be the stipend payable to all part-time Employees except those who qualify for Precedence 1 or Precedence 2 stipends;

The 'Precedence 1' stipend shall be payable to all part-time Employees who have precedence of at least 24 credit hours per Article 11.12 except those who qualify for Precedence 2 stipend; The 'Precedence 2' stipend shall be payable to all part-time Employees who have precedence of at least 60 credit hours per Article 11.12.

Lakehead University

35.02.01

(A)

For Contract Lecturer members there shall be three levels of remuneration for teaching a HCE, except a distance education course:

Level 1: For Contract Lecturer members with service of 30 or fewer HCEs the total payment (including vacation pay) shall be for 2011/12, \$6250; for 2012/13, \$6450; for 2013/14 \$6700, and for, 2014/15 \$6900; and for 2015/16 \$7100. (Service is the cumulative total of all courses taught during any academic year since September 1988 in which the contract lecturer was a sessional lecturer or contract lecturer member of the Association).

Level 2: For Contract Lecturer members with service of 31 HCEs to 60 HCEs inclusive, the total payment (including vacation pay) shall be for 2011/12, \$6550; for 2012/13, \$6750; 2013/14 \$7000 and for 2014/15, \$7150; and for 2015/16 \$7300.

Level 3: For Contract Lecturer members with service of more than 60 HCEs the total payment (including vacation pay) shall be for 2011/12, \$6900; for 2012/13, \$7100; for 2013/14 \$7300 and for 2014/15, \$7500; and for 2015/16 \$7700.

Mount Allison University

Article 30 - Salaries

30.01 a)

2. b) There shall be a seniority increment in the amount of 4.5% of the base stipend if a Part-time Employee has accumulated, after July 1, 1999, twenty-four (24) credit hours of instruction as a Part-time Employee, and an additional 4.5% of the base stipend, for a total of 9% of the base stipend, if a Part-time Employee has accumulated, after July 1, 1999, sixty (60) credit hours of instruction as a Part-time Employee.

UPEI

Sessional Instructors shall be paid a stipend for each course (3 contact hours) as follows:

	Step 1	Step 2	Step 3
September 1, 2012- June 30, 2013	\$5,124	\$5,257	\$5,389
July 1, 2013- June 30, 2014	\$5,214	\$5,349	\$5,483
July 1, 2014- June 30, 2015	\$5,305	\$5,442	\$5,579
July 1, 2015- June 30, 2016*	\$5,425	\$5,565	\$5,705

An increment to Step 2 is earned upon completion of teaching eight (8) courses (24 contact hours) at the University. Having attained Step 2 status and after teaching a total of twenty-four (24) additional contact hours, Sessional Instructors shall advance to Step 3.

A maximum of four (4) courses (12 contact hours) taught prior to July 1, 2010 shall count towards determining the Step for a Sessional Instructor. All courses taught once a Sessional Instructor has achieved Step Two status shall count towards determining her or his advancement from Step Two to Step Three.

Regina

Sessional Lecturers

Every appointment of a Sessional Lecturer shall be to one of the following ranks:

Sessional Lecturer III Sessional Lecturer II Sessional Lecturer I

The rank of appointment shall be determined as follows:

Sessional Lecturer I: the academic staff member possesses a Bachelor's degree or equivalent relevant professional experience.

Sessional Lecturer II: the academic staff member possesses a Master's degree, or possesses a four-year Bachelor's degree or equivalent and has taught 12 three credit hour courses or equivalent.

Sessional Lecturer III: the academic staff member possesses a Ph.D. or equivalent, or possesses a Master's degree and has taught 15 three credit hour courses or equivalent.

Sessional Lecturer III	Sessional Lecturer II	Sessional Lecturer I
7,666	7,098	6,813