

COPY

IN THE MATTER OF AN ARBITRATION

BETWEEN

UNIVERSITY OF BRITISH COLUMBIA

AND

FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA

(Grievance of Brenda Peterson: Consent Award)

Arbitrator	:	Donald R. Munroe, Q.C.
For the University	:	Donald J. Jordan, Q.C.
For the Association	:	Kate Young
Date of Award	:	November 1, 2002

I was constituted by the parties as an arbitration board under their collective agreement with jurisdiction to hear and decide a grievance filed by the Association on behalf of Brenda Peterson.

The hearing of the matter commenced in July 2002 and continued in October 2002. Part way through the hearing I engaged the parties by consent in a process of facilitated discussion and grievance mediation with a view to settlement. In due course, a settlement of the matter was reached by the parties. I was thereupon asked by the parties to prepare and publish a Consent Award containing the terms of settlement. This Consent Award complies with that request.

I begin by noting that there was a dispute between the parties about the scope of the grievance. This dispute is reflected in various written submissions by the parties both preceding and during the arbitration hearing. In brief summary, the University's view was that the grievance was limited to issues arising from the decision in early 2001 to terminate the position of Head of Special Collections, Maps, University Archives and Fine Arts effective the end of June 2001. The Association's view, on the other hand, was that the grievance included not only the "termination of position" issues, but also a range of issues arising from the

University's posting of the position of Special Collections Librarian in July 2001, and the University's selection of someone other than Ms. Peterson to fill that position. By agreement between the parties, a resolution of the dispute about the scope of the grievance was postponed until after a hearing and adjudication of the issues over which the University conceded my arbitral jurisdiction. Thus, at the point of settlement in October 2002 the dispute about the scope of the grievance had not yet been fully addressed. Nevertheless, the settlement discussions between the parties embraced all aspects of the matter, including those aspects over which the University did not concede arbitral jurisdiction; and it is understood by the parties that the settlement embodied in this Consent Award comprises a full and complete resolution of all issues arising or potentially arising both in relation to the "termination of position" dispute and the "selection" dispute.

The settlement, which is hereby published as a Consent Award, is as follows:

1. As the parties are aware, Ms. Peterson has commenced a one year study leave for the period ending June 30, 2003. Pending Ms. Peterson's return to work, her position shall be considered to be the one currently assigned to her in the Humanities and Social Sciences Division.

2. Upon Ms. Peterson's return to work on July 1, 2003, her current responsibilities in the Division will be augmented by an appropriate assignment in terms of subject specialty within Humanities and Social Sciences. In that regard, Ms. Peterson has said, and the University acknowledges, that it would not be appropriate to assign her either to a language area in which she is not proficient or to human kinetics. Ms. Peterson has said that a preferred subject specialty is English literature. As the parties are aware, there will be changes including staff turnover in Humanities and Social Sciences between now and June 30, 2003, with the result that it is presently difficult to precisely predict what opportunities for subject-specialty assignment will arise. However, it is anticipated that various such opportunities will occur while Ms Peterson is on study leave; and as such opportunities do occur, the University will be considering Ms. Peterson therefor. It is expected by the parties that an appropriate assignment effective July 1, 2003 will be made without controversy. In the unlikely event otherwise, I will assist the parties in that regard pursuant to my retained jurisdiction as set out below.

3. If a general librarian position becomes available in the anticipated library on what is now called the Finning lands, the position will be offered by the University to Ms. Peterson who will promptly, being a period of no more than one week, inform the University whether she wishes to accept the position. If so, the

salary paid Ms. Peterson in such position shall be no less than the salary then being paid to her.

4. As the parties are aware, during the five-year period that Ms. Peterson was the Head of Special Collections, University Archives and Fine Arts (ending June 30, 2001), she was paid a salary adjustment of \$11,499 annually -- i.e., in addition to the salary associated with her confirmed position of general librarian. It is agreed and awarded as follows: For the 24-month period July 1, 2001, to June 30, 2003, the University shall pay Ms. Peterson 50 percent of the said salary adjustment (i.e., \$5,750 in each of two 12-month periods). Upon Ms. Peterson's return to work on July 1, 2003 (i.e., at the end of study leave) she shall be paid her full salary as of that date plus the salary adjustment of \$11,499 annually. The receipt by Ms. Peterson of this salary adjustment will in no way restrict the increases which would accrue to Ms. Peterson in the future by way of negotiated increases and/or merit increases.

5. In addition to the foregoing the University shall make a payment to Ms. Peterson in the amount of \$12,000.

6. I will remain seised of the parties' settlement to ensure implementation thereof according to its true intent.

7. The parties' settlement and the entirety of this Consent Award are without prejudice or precedent and will not be referenced by either party in any future proceeding or negotiation except only for purposes of enforcement thereof.

DATED THE 1st DAY OF NOVEMBER, 2002.

"Donald R. Munroe"
Donald R. Munroe, Q.C.
Arbitrator