1. The following is the University's reply to the submission filed on behalf of the Faculty Association on May 8, 2013. Our reply submission will generally follow the major headings of the Association's submission.

INTRODUCTION – Page 4

2. In this section the Association outlines the issues which it is bringing to arbitration and characterizes them as either cost or non-cost.

3. The University respectfully submits that it is disingenuous to suggest, as the Association does in paragraph 1.5(g) that administrative leave for librarians is really a non-cost item because costs will not be incurred in this collective agreement. The Association is seeking, in this collective agreement, to add a recurring expense. The fact that a librarian may not take an administrative leave during the term of this particular agreement does not mean that the cost of administrative leaves to the University is any less real.

4. At paragraph 1.7 the Association introduces the report of Ms. Eleanor Joy (the "Joy Report") that is then dealt with later in the submission. The Joy Report purports to give an opinion on the ultimate issue for the arbitrator which is not within her area of expertise. We will have more to say about the Joy Report later, but can say that once adjustments are made so that "reasonable balance" is calculated on an "apples to apples" basis over the past 5 years, the Joy Report supports the University's position that any award beyond the

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1 All paragraph references are to the Association's submission unless otherwise stated.
University's proposal is beyond its ability to pay within the meaning of Article 11.02(e). (see April 89 p. 17)

ECONOMIC/COST ITEMS IN INTEREST ARBITRATION – Page 8

Ability to Pay – Collective Agreement Article 11.02(e)

5. We don't disagree with the Association that on the ability to pay question the factors stipulated in the Framework Agreement can be described as an adjudicative model of interest arbitration. However, on non-monetary issues, where there are no guiding principles or factors in the Agreement, the replication model applies, replete with the principles established by British Columbia arbitrators over the last two or three years, as set out in the University's primary submission.

6. There are four, not three, arbitration awards that are instructive in interpreting and applying the language on ability to pay in Article 11.02(e). We have discussed each of those awards in the University's original submission.

7. The Arbitrator will observe that the Association's approach is to analyze expenditures from the "general purpose operating fund" to assess whether either proposal maintains a reasonable balance or exceeds the University's ability to pay. Under this approach, the Faculty Association argues, with reference to the cases, that expense allocations must be reordered to maintain a "reasonable balance" and they have presented the Joy Report which purports to analyze expenses in the "general purpose operating fund" to see if a reasonable ratio would maintained or exceeded if the Association's proposal was accepted.

8. In our respectful submission, the Association's approach is counterproductive and confusing. If an analysis of expenditures from the "general purpose operating fund" is to be made, then adjustments need to be made so that an "apples to apples" comparison is done – adjustments that were not made in the Joy Report. The components of the "general purpose operating fund" have changed over time. There is now an Operating fund that consists of three funds: general purpose, fee for service, and continuing studies. If one wants to look at the general purpose operating fund expenditures from 2006, adjustments must be made to attempt to replicate that account in 2012 and beyond. The Joy Report makes some adjustments, but not all.

9. In 2006 the University was funded by government for capital projects separately from funds that went into GPOF. That is no longer the case. The provincial government no longer funds capital expenditures\(^2\), so capital projects must be financed from operating funds. Again, adjustments have to be made to do a comparative analysis of expenses.

10. All of which is to say that the methodology adopted by the Association is fraught with complexity and error.

11. The University's approach, supported by the previous arbitration awards, is simple, straightforward, and presents the most favourable case possible for the Association. The

\(^2\) We attach at Tab 1 of the Reply Documents of the University, the funding letters from Government for 2005 to 2007 which can be contrasted with the more recent funding letters (University's Book of Documents Tab 3) to demonstrate this point.
ability to pay question posed in Article 11.02(e) is whether the University is allocating its resources so as to maintain a reasonable balance between the cost of bargaining unit salaries and the other costs or expenses that the University incurs to operate.

12. The University's approach assumes that all of the unrestricted revenue — all of the revenue in the operating fund — is available for bargaining unit salaries. We then look to see what percentage of that revenue has actually been spent on bargaining unit salaries over the recent past (freely negotiated agreements). And finally we look to see if that reasonable balance will be preserved, or tipped, by the Association's salary demands. How the University spends the remainder of the revenue is irrelevant. We do not need to know whether the University prudently ensured that a surplus existed at the end of the year in the operating fund, to offset deficits in other funds, or transferred funds to the endowment fund to make up deficiencies, or made transfers to the capital to support needed infrastructure.

13. This is why prior arbitration awards have spoken in terms of "revenue" available to the University in the context of preserving a "reasonable ratio" or more recently a "reasonable balance".

14. Drawing from these awards, the University starts from the premise that all unrestricted revenue is available for faculty bargaining unit salaries, and that the University can be expected to allocate expenditures to avoid a fiscal deficit and to preserve a "reasonable balance" of bargaining unit salaries to other expenditures.

15. As we said in our primary submission, by basing the analysis on revenue in the GPOF (which can be assumed to equate to expenses) any issue regarding inter-fund transfers or the appropriateness of other expenses disappears. Whether the staff complement grew (paragraph 3.04) as might be expected with the growth of the University, or there were surpluses in the GPOF in some years (paragraphs 3.05 and 3.14) or funds were expended on capital assets (paragraph 3.07) is irrelevant. The arbitrator need not embark on the impossible task of determining the justification of any of those matters. He can assume that all of the revenue in the general purpose operating funds is available for faculty salaries and see where the "reasonable balance" lies in determining ability to pay.

16. The following passages from the 1989 awards and the 1997 award support this analysis.

17. In the April 1989 award (Tab 5 - University of British Columbia's Book of Authorities) the Arbitration Board considered the Faculty Association's demand in terms of the "total operating fund available" that limit "total operating expenditures":

   We are not concerned with the constraints on deficit financing imposed on the University by the University Act. That is the University's business. Our concern - the concern that the parties have agreed that we must have regard to - is with the preservation of reasonable ratios. We cannot simply assume that if we were to award the additional $4,125,000 in respect of faculty salaries that is involved in the Faculty Association's position, the total operating fund available to the University would somehow magically increase by a balancing amount. The proper approach, in our view, is to make the assumption, which was in any event generally agreed on both sides, that the operating funds are more or less finite, and limit the total operating expenditures.
18. In the September 1989 award (Tab 6 - University of British Columbia’s Book of Authorities), which was not referred to in the Association’s submission the Arbitration Board accepted the “Cosh approach” of analyzing general purpose operating revenues to preserve the “reasonable ratio” (now “reasonable balance”):

(c) The size of the General Purpose Operating Fund

For the purposes of these proceedings, the University tendered a forecast of its expected revenues for the 1989-90 fiscal year prepared by Mr. James Cosh, of Thome Ernst & Whinney, Chartered Accountants. Mr. Cosh gave evidence in these proceedings as he had done in the proceedings leading to the 1989 Award. His qualifications as an expert in these matters were accepted in the prior proceedings, and were not challenged in these. His credentials are impressive.

For reasons that we explained in the 1989 Award and do not need to repeat, the University cannot spend more than it receives. It is also, for reasons explained in the 1989 Award, a reasonable, and perhaps unavoidable, assumption that expenditures will be equal to revenues.

Mr. Cosh forecast revenues for 1989-90 of $281,996,000, from which $1,100,000 was deducted for certain dedicated purposes, leaving a balance of $280,896,000 as the available general purpose operating fund. None of these amounts was disputed by the Faculty Association, and we accordingly accept the latter figure as representing the total base to which the percentage of 42.1% must be applied.

19. As we observed in the University’s primary submission, the ratios were higher at that time due to what was then accounted for in the general purpose operating fund. In assessing the preservation of a reasonable balance, it is unrealistic to make comparisons with the ratio that was produced in 1989 or 1997 – some 15 to 20 years ago – as the Association does in paragraph 3.10. Comparisons should be made with the results of the most recent negotiated collective agreements, 2006 and 2010.

20. An analysis of revenue is again reflected 1997 award (Tab 7 - University of British Columbia’s Book of Authorities):

Section 21.08(a) of the Framework Agreement provides that any such arbitration proceedings will be subject to the Commercial Arbitration Act, and not the Labour Relations Code, except that the provisions relating to costs and the rules of the British Columbia International Commercial Arbitration Centre are not applicable. Apart from the statute, the essential jurisdiction of the arbitration board derived from the Framework Agreement and, in particular, section 12.02(e) which requires that, in making an award, first consideration must be given to the University’s ability to pay the cost of an award from its general purpose operating fund (GPOF).

The significance of the reference to the GPOF is that the University has access to other sources of revenue which are not allocated to the GPOF. Since there is no issue in this case about the contents of the GPOF we attach no particular significance to the existence of such special funds but we think that it is not inappropriate to note that the total of other revenues available to the University is substantial. Amongst other things, endowment funds alone amounted to $343.0 million in 1936. In addition, new research grants awarded to UBC in fiscal 1995-96 was $136.6 million.

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2. **Ability to Pay**

The evidence is that the financial situation of the University is critical. It is to be noted, in that respect, that under section 28(1) of the *University Act* a rigorous financial discipline is imposed on all universities in the province. They are prohibited from making any expenditure in excess of revenues from the total of the grant made to the University and other sources in any fiscal year unless it is first approved by the appropriate Minister and the Minister of Finance. Simply put, it is unlawful for the University to incur an operating deficit in any fiscal year. It must balance the books even if it considers that revenues are insufficient to cover essential expenditures.

In fiscal year 1995-96 the total revenues of the University were in excess of $784 million. Since expenses were $749 million it ended the year with an operating surplus of just over $34 million. But with investments made in capital assets, transfers to the endowment fund and payments made to increase the equity in the UBC Real Estate Corporation, it ended up with a small deficiency in operating equity of $122,000.

21. As noted above, the actual percentage of the "reasonable balance" was higher in the '80's and '90's because of what was accounted for in GPOF. Concerned about sources of revenue outside the GPOF, the Association tabled a proposal in the 2006 negotiations that "the General Purpose Operating Fund" for the purposes of this Agreement means the total revenues of the University of British Columbia". In response to that proposal the University tabled the "Mackie Letter" which confirmed the revenues making up the General Purpose Operating Fund and that was accepted by the Association. The University has done an analysis using that description of GPOF, in its original submission, to show that the University's proposal is at the limit of its ability to pay.

22. In addition, we have done an analysis of revenues in the current Operating fund to show that the University's proposal is at the limit of its ability to pay. The current Operating fund is a broader category of revenue than described in the Mackie Letter. It is essentially all unrestricted revenue the University receives. On this analysis as well, when adjustments are made for comparison purposes over past few years, the same conclusion is demonstrated. The University has no ability to pay, as that term is defined in the Agreement, more than it has offered.

23. Another way to look at this is to note Schedule E to the Ernst & Young report (the "McEwen Report") at Tab 18 of the University's Book of Documents. One can see that the total revenues of the general purpose operating fund (whether described by the "Mackie Letter" or the current, more expansive, Operating fund), are increasing over the next two years at a rate less than the cost of the faculty salary award if the University's proposal were accepted. The balance is tipping in the Association's favour from the previously negotiated collective agreement beyond the University's ability to pay.

**Ability to Pay - The Joy Report – Page 14**

24. As mentioned earlier, the Joy Report purports to determine "reasonable balance" by analyzing general purpose operating expenses and determining what percentage of those expenses are bargaining unit salaries and then estimates what that percentage would be for the years ending March 31, 2013, 2014 and 2015 if the Faculty Association's proposal were awarded.
25. The Joy Report describes these expenses as "general purpose operating fund" when in fact she is using the current "general purpose" fund which is one of three funds that make up the Operating fund. Again, the Operating fund consists of all expenditures made from unrestricted revenues. The Joy Report makes comparisons of faculty salary expenses from the general purpose fund without adjusting the fund for consistency over the years compared.

26. We asked the University to work from the Joy Report and make the adjustments necessary to allow for consistent comparison of the general purpose component of the Operating fund. We asked the University to also comment on the assumptions as to growth in expenses in that fund.

27. We then asked the University to calculate the new "reasonable balance" figures both historical and projected, using the Joy Report expense growth assumption of 3% and the growth assumption based on the more limited expected growth in the revenue components described in the Mackie Letter.

28. We also asked Mr. McEwen to describe the adjustments required to be made to the Joy Report to put it on a consistent basis to allow for year over year comparisons.

29. Mr. McEwen has provided a report that responds to these issues, a copy of which is at Tab 2 of the Reply Documents of the University.

30. Once the necessary adjustments are made to the Joy Report it can be seen that even if the analysis is conducted from an expense perspective, the result is the same: the University has no ability to pay beyond the proposal it has made. The Association's proposal tips the balance out of the balance that existed at the time the last two collective agreements were negotiated (2006 and 2010) and out of the range that has been steadily increasing to 2012. Simply stated, the Association's proposal does not preserve "a reasonable balance".

31. With respect paragraphs 3.06 and 3.07, and to the comments at paragraph 54 of the Joy Report that the majority of GPOF surpluses between 2006 and 2012 have been invested in capital assets, the following explains the allocations of surplus that were actually made:

   a. Transfers to the capital fund of $200 million as contributions to buildings;

   b. Investments in capital assets as expenditures in general purpose operating accounts of $193 million; for assets such as library books, computer equipment, office equipment etc.). Over 7 years these transfers average $27 million, over half of which is library books;

   c. Transfers to the research fund of $73 million which includes research start up funds for new faculty members and matching amounts of external research donations;

   d. Transfers to the trust/awards fund of $120 million including student awards and Teaching and Learning Enhancement Fund;

   e. Transfers to Endowment of $12 million;

   f. Other transfers $12 million.
32. The Joy Report also comments on the increase expense for staff salaries between 2006 and 2012 as compared to academic or student services salaries at paragraph 33 of the Report. A similar comment is made at paragraph 3.05 of the Association's submission.

33. It is the case that staff salary expenses have increased. However, this is due in large part to the transformation of the UBCO campus through the 6 year period that the Joy Report references and because of staff hired by the faculties to provide academic support. Other staff have been hired to provide research support.

Jurisprudence and the Ability to Pay – Page 16

34. The Association reviews case law on “ability to pay” from pages 16 to 22 of its submission. With respect, these cases are simply not relevant, because the parties have agreed that ability to pay is the first consideration, and have agreed how ability to pay is to be assessed.

Criteria to be Considered Once Ability to Pay is Established – Page 22

35. In section 5 the Association makes submissions with respect to the criteria set out in Article 11.02(e) of the Framework Agreement once ability to pay is established. In our submission, even if the University has an ability to pay more than it has offered (which is denied), the criteria set out in Article 11.02(e) do not support an increase beyond the University's proposal.

Recruitment and Retention

36. The first is recruitment and retention. The Association quotes extensively from the Workplace Experiences Survey conducted in November 2011, suggesting that some 29% of the professoriate in Vancouver were somewhat or very likely to leave UBC in the next three years. Recent events in BC have put polling in a whole new context, but that said the fact is that 29% have not left; in fact, very few faculty members have left UBC over the past number of years: University's Brief of Documents Tab 19.

37. There are many reasons why faculty choose to come to UBC, other than salary. The Kelleher Board in 1994 noted:

The first criterion, the need for the University to maintain its academic quality by retaining and attracting Faculty of the highest calibre” does not assist the Association in the present case. There is no evidence that the University is experiencing difficulty in this regard. The number of resignations within the bargaining unit has decreased in the past eight years from a high of fifty in 1985-86 to a low of ten in 1992-93.

Moreover, as the University’s counsel argues, attracting and retaining faculty is not simply a function of salaries- There are other expenditures which the University must make which have an impact on the ability of the university to attract and retain faculty: adequate support staff, up-to-date equipment and funding for research are examples.
38. This point also factors into a consideration of “reasonable balance” between bargaining unit salaries and other expenditures as the University must maintain state of the art facilities and provide the support staff necessary to attract and retain faculty.

39. The parties are agreed that retention issues do arise. However, the numbers of resignations indicates that the Association’s proposal to spread salary dollars equally over the entire bargaining unit is not the answer. The University’s use of allocated funds for retention purposes demonstrates two points: that funds are needed for specific cases in particular disciplines and markets where adjustments must be made, and that the strategy works. Spreading retention money across the bargaining unit when there is no general retention issue, but rather a need to address specific cases, makes no sense. The need for targeted money to deal with specific cases is noted in paragraph 5.02.07.

40. Paragraph 5.02.10 of the Faculty Association submission attempts to estimate various rates at which members of the bargaining unit leave the University by comparing the membership numbers between 2006 and 2009. The problem with these estimates is that they fail to take into account that many members of the bargaining unit are Sessional Lecturers, or 12 month Lecturers. The non-reappointment of these short-term appointments is expected, and not an indicator that faculty with permanent appointments are leaving UBC. The University's analysis of the same period is as follows:

Between 2006 and 2009, 589 faculty left the bargaining unit. Of these, 316 were Sessional Lecturers. Another 102 were over the age of 62 in 2006, thus reached "normal retirement age" before 2009. Of the remaining 171 departures the largest group were from the Faculty of Medicine (43 people), where movement between faculty positions and clinical practice is not a good indicator of salary concerns. Medical specialists often chose to leave academe for reasons not related to the increases provided through collectively bargained salaries. Thus, over three years there were 171 faculty departures, or 57 per year (some of whom were 12 month Lecturers and physicians returning to clinical practice). In 2006 the bargaining unit, excluding Sessional Lecturers numbered 2563. Accordingly, the resignation rate was approximately 2.2% annually.

41. The Association discusses the cost of housing in Vancouver at paragraph 5.02.11. Housing costs are not a criterion identified in the Framework Agreement in considering salary increases. That said, the University offers a housing assistance plan to faculty.

42. At paragraphs 5.02.16 to 5.02.18 the Association discusses this plan and draws some comparisons to housing support provided to senior administrators. However, contrary to the Faculty Association’s assertions, most of the senior administrators were purchasing their first home. Second, the Program provides that eligible employees buying a qualifying home, and who are receiving assistance from UBC for the first time, are eligible. Whether or not an employee has previously purchased a home is not a criterion for eligibility (for either faculty or senior administrators). But perhaps more importantly, senior administrators are receiving a non-forgivable loan — the entire loan must be paid back. The benefit is the interest-free nature of the loan and the amount of the tax benefit listed on their T4s every year is $5000 for a $500,000 loan. Faculty, on the other hand, receive a forgivable $45,000 loan or $50,000 in interest assistance (UBC will buy down their interest
at up to $10,000 a year; i.e. financial assistance that is also not repaid). Accordingly the difference between these two benefits is minimal.

Changes in Vancouver and Canadian Consumer Price Indices – Page 27

43. The Association's comparisons at pages 27 and 28 are restricted to general increases as against CPI. The comparison does not include PTR or other forms of compensation that faculty receive.

44. The University has replicated the Association's Table 4, but also showing all of the increases to faculty salaries (not just the general increase), less turnover savings. While the general increases total 14.17%, the overall increases in faculty salaries total 42.9%, as compared to a 20.9% increase in Canada CPI and 18.61% increase in Vancouver CPI over the same period.

<table>
<thead>
<tr>
<th>Table 4</th>
<th>Faculty Association Increases</th>
<th>FA Submission Increases</th>
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<td>2003-04</td>
<td>4.95%</td>
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<tr>
<td>2004-05</td>
<td>2.25%</td>
<td>0.00%</td>
</tr>
<tr>
<td>2005-06</td>
<td>2.25%</td>
<td>0.00%</td>
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<td>2006-07</td>
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</tr>
<tr>
<td>2007-08</td>
<td>4.90%</td>
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<td>2009-10</td>
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<td>2011-12</td>
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</tr>
<tr>
<td>Cumulative</td>
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</tr>
</tbody>
</table>

45. As the data at paragraph 5.03.4 demonstrate, inflation has been running in the 1-2% range consistent with the University's proposal; not 5% which is the Association's general salary increase proposal.

46. The comparison over 10 years is not the proper comparison in any even, as the Association has negotiated three renewal collective agreements during that period. As stated in the University's original submission, changes in the CPI have been below the University's proposed general salary increase over the term of the last collective agreement and the latest report from Statistics Canada showed the change in CPI since April 2012 as 0.4%.

Changes in BC and Canadian Average Salaries and Wages – Page 29

3 Tab 3 of the Reply Documents of the University contains a complete summary of faculty salary increases since 1971.
47. Similarly, the changes in the Average Weekly Wages in BC over the last two years, as reported at paragraph 5.04.2, supports the University's proposal and not the Association's proposal.

Salaries and Benefits at Other Canadian Universities of Comparable Academic Quality and Size – Page 30

48. With respect to salaries at comparator universities, the University has addressed this in its primary submission: University Book of Documents Tab 22. It is noteworthy that the Association has not included University of Victoria or Simon Fraser University who are in the same market, facing the same government financial constraints, the same CPI increases and housing costs.

49. The tables at pages 37 to 39 show the differential between salaries for the professoriate at UBC and University of Toronto as 4.05% for Assistant Professors, 16.32% for Associate Professors and 12.77% for Full Professors. In the 1994 arbitration decision between these parties (Tab 9 - University of British Columbia's Book of Authorities) the Kelleher board reached this conclusion (at page 13):

Third are "Salaries and benefits at other Canadian universities of comparable academic quality and size". The Association presented material comparing faculty salaries, except the faculties of medicine and dentistry and faculty with senior administrative duties (for example Associate Deans, Assistant Deans, Directors and Heads). For 1992-93, the weighted average at the University was $73,296. This was 16.7 per cent lower than the same figure at the University of Toronto, $85,537. A consideration of all these criteria leads us to conclude that an increase in addition to the proposal, made by the University is justified. Our view is that an increase 1 percent effective January 1, 1994, is appropriate.

50. The differential that exists now between UBC and the University of Toronto, which is the primary focus of the Association's comparison, is historical.

51. These differentials must also be considered in light of the differential that exists in the Average Weekly Wages as between British Columbia and Ontario and Alberta. As the table at Tab 4 of the Reply Documents of the University demonstrates, Average Salaries in BC are 5% lower than in Ontario and 23% lower than in Alberta.

52. This point applies as well to the comparisons the Association makes to Sessional salaries and Librarians salaries (paragraphs 5.05.33 to .37). There is no evidence to support any concern about recruitment and retention of librarians. Table 16 of the Association submission shows that librarians are appropriately compensated when compared to the Average Weekly Wage data for Alberta and Ontario.

53. Even if there was an issue regarding librarian salaries (and there is not) that would not drive a general wage increase for the faculty bargaining unit. There are approximately 70 librarians in the bargaining unit of approximately 3500.

54. With respect to benefits including tuition waiver, beginning at paragraph 5.05.38, the Association is simply picking selected benefits from selected Universities. There is no way
to put that comparison in any context to assess how those benefits fit within the total benefits provided to faculty.

55. To conclude to this point, if the arbitrator was to conclude that it is within the University's ability to pay faculty more than what it has proposed, the criteria set out in Article 11.02(e) do not support the Association's proposal in any event. Rather, the criteria support the University's proposal.

**Background to Monetary Proposals of the Association – Page 46**

56. Beginning at paragraph 6.01 the Association provides "Background" to its salary proposal. The first point the Association refers to is the benchmarking that is used for executive compensation at the University. The Association says that the same benchmarking should be used for Faculty. To that submission we respond as follows.

57. First, faculty are in fact hired at market salaries. It is important to remember that UBC does not have salary scales for faculty (other than Sessional Lecturers). It hires at market salaries, and then negotiates salary increases through general wage increases, merit pay, PSA, PTR, market adjustments and so on. PTR is not a salary grid, nor is it automatic based on years at the University.

58. Second, it has been acknowledged that it is not only salary that attracts the top caliber faculty:

Moreover, as the University's counsel argues, attracting and retaining faculty is not simply a function of salaries- There are other expenditures which the University must make which have an impact on the ability of the university to attract and retain faculty: adequate support staff, up-to-date equipment and funding for research are examples.

*UBC and UBCFA (January 25, 1994, Kelleher, Korbin and Larson at page 12 (Tab 5 of University of British Columbia's Book of Authorities)*

59. In addition to these expenditures the University also attracts and retains faculty with spousal appointments, start up costs for research labs, housing assistance and so on.

60. The Association, in paragraph 6.02, makes reference to President Toope's salary as being one of the highest amongst Canadian universities. Aside from the fact that the compensation for the CEO of an organization has no relevance to collective bargaining increases for a certified trade union, particularly where as here there are criteria specified to make that determination, the information provided by the Association is inaccurate. President Toope's salary has been fixed, since 2008, at $378,000 per year. He has also received $50,000 per year by way of Incentive Plan Compensation. The numbers quoted by the Faculty Association for President Toope include benefits and pension. We believe that the Association's table does not include Pension for the other presidents.

61. Interestingly, McLean's magazine published an article about the University of Alberta President at [http://oncampus.macleans.ca/education/tag/indira-samarasekera/](http://oncampus.macleans.ca/education/tag/indira-samarasekera/), in which the following appears:
With a base salary of $479,000, her [Ms. Samarasekera – UofA] non-cash benefits pushed her total compensation to $936,000, making her one of the highest paid university officials in Canada by a wide margin. The top paid academic in Ontario in 2009, according to data released by the Ontario government, was Amit Chakma, vice-president academic and provost at the University of Waterloo, who bagged a whopping $737,640 in compensation plus $3,505 in benefits. The second highest paid university official was William Moriarty, president and CEO of the University of Toronto Asset Management Corporation, who was paid $605,728 in 2009.

62. We are not suggesting that McLean's is authoritative or accurate in its rankings (the University does not agree, for example, with its analysis of academic salaries by rank), but it certainly puts into question the conclusion that the Association seeks to draw about President Tuppe's salary.

63. At paragraphs 6.06 and 6.07 the Association contends that PTR and the 1% lump sum payment are "simply an element of the current Collective Agreement". That is simply not the case, as evidenced by the Association's demand to enshrine PTR into the collective agreement. Nor is it the case that the 1% is withheld from pay cheques and paid as a lump sum at the end of the academic year – that is simply wrong. The 1% is paid over and above salaries.

64. In support of its position regarding PTR the Association refers to a 1982 decision of Arbitrator Burkett at the University of Toronto. We respectfully submit that the 1997 decision between these parties is more relevant (paragraph 19 of the University's submission); it makes clear that PTR is the primary means by which faculty salaries are increased and not by way of general increases.

65. In various places (paragraphs 2.21 and 5.06.7) the Association submits that the PSEC mandate can be ignored because there is no legislative authority behind the bargaining mandate. That is not the case. The Public Sector Employers Act establishes PSEC and empowers it to coordinate employer bargaining and establish mandates. The decision of arbitrator Teplitsky at the University of Toronto quoted at paragraph 2.22 was discussed and commented on at pages 18 and 19 of the paper given by Donald Munroe the month after the Teplitsky award was published (University Book of Documents Tab 13). In our respectful submission, the bargaining mandate established by PSEC cannot and should not be ignored, as a matter of sound labour relations and public policy.

66. The University and the Association have successfully negotiated collective agreements within the mandates that have been issued since PSEC came into existence in the early 1990s. There is no reason to suggest that the mandate can or should be ignored now that the parties are in arbitration.

Minimum Scale for Sessional Lecturers – Page 48

67. The Association's proposal regarding a new salary scale for Sessional Lecturers begins at paragraph 6.10. As explained in the University's original submission, the Association seeks to establish a common minimum salary based arbitrarily on a full time teaching load of 9 credits (i.e. the full time load in the Faculty of Arts); which would mean, for example, that the Faculties of Applied Science and Education would pay Sessionals double what they are paying now, while the Faculty of Law would pay less.
68. The only change the Association has made to its proposal is to exclude the value of vacation pay which must be paid by the University in any event, so the costing is accurate. This proposal has a $1,857 million cost – hardly “trivial” as the Association contends (paragraph 6.15)

**Full Pension Benefits for Sessional Lecturers – Page 49**

69. Regarding the proposal for pension for Sessionals, again this has a significant cost ($847,000). The University already provides pension to Sessionals who have a significant teaching commitment to the University (more than 50% load and a contract of 4 or more months). The Comparison Summary presented at Tab 2 of the Association’s documents does no support its proposal. At many universities no pension is provided to sessionals, and others who provide pension do so only once the sessional reaches a particular threshold of work; as does UBC.

**Vision Care, Tuition Fee Waiver and Professional Development Funds – Pages 50 to 52**

70. The Association’s proposals for Vision Care, Tuition Fee Waiver, and Professional Development funds, are all cost items. The Professionals Development fund proposal alone has a cost of $1.95 million.

71. It is very difficult to cost the tuition fee waiver proposal because it is difficult to predict the uptake by a spouse or partner. What we do know is the cost of courses that might be taken. Contrary to the assertion of the Association there is a direct cost, as the department in which the faculty member is appointed pays the cost of tuition to the department where the course(s) is taken. Even if that did not occur, to suggest that there is minimal cost because the cost is marginal to the course that is already being offered is to suggest that the University could charge students reduced fees or no fees so long as a course is being offered.

72. Tuition for undergraduate programs ranges from about $4,700 per year (Arts) to $5,500 per year (Engineering) to $7,000 per year (Business) to $10,500 per year (Law) to $16,100 per year (Medicine). Tuition for graduate programs ranges from about $4,500 per year (Arts) to $5,000 per year (Architecture) to $43,000 per year (MBA).

**CHANGED POSITION SINCE MEDIATION AND FAILURE TO PROVIDE COMPLETE SUBMISSION**

73. We now turn to the Association’s submissions with respect to its non-monetary proposals.

74. The University has two significant concerns with the Association’s submissions with respect to non-monetary issues. First, without notice to the University, the Association has significantly altered a number of its non-monetary proposals from those it submitted to the Arbitrator prior to mediation. Second, it has failed to provide any submissions with respect to the University’s bargaining proposals.
75. On March 25, 2013, the Arbitrator requested that the parties provide to him a list of the outstanding issues and the last position of the parties on each issue. Each party did so on April 4, 2013. The Association's list of proposals is contained in the University's Book of Documents at Tab 7. It was the University's understanding and expectation that those proposals were the Association's final proposals and that, absent any agreement reached in mediation, they reflected the position the Association would take at arbitration.

76. Indeed, given that there was little movement on the tabled proposals during 21 days of bargaining and three mediation sessions held April 13, 14, and 22, 2013, the University was surprised to see that the Association had made significant revisions to its investigations and workload proposals in its submission to arbitration.

77. The Association took no steps to advise the University that it would be revising its last bargaining proposals. There are two consequences to this: first, the University is at a disadvantage given that it prepared its original submission and its own position based on what the Faculty Association had communicated to be its final position. Second, and more important, the parties have not had the opportunity to fully negotiate the issues in dispute and in doing so fully exhaust the process of negotiations. Interest arbitration should be an avenue when all else fails and not a substitute for what the parties should do themselves. As recently as April 22 (the last mediation session), the University tabled new language in the hope of achieving a resolution. The Faculty Association should not be rewarded in interest arbitration for what they chose not to table between the parties.

78. The University has set out its specific response to the changes to the Faculty Association's position since mediation in the applicable sections of its argument below.

79. Not only has the Faculty Association changed its position, it has also failed to provide a full submission with respect to what it knew to be the University's final position on the non-monetary issues in dispute. It made no submissions whatsoever with respect to the University's final bargaining proposals. Again, it was the University's understanding that the parties would exchange full submissions with respect to each other's final bargaining position on all of the issues in dispute. Had that not been the case, the parties would presumably have included an opportunity for reply in the submission schedule. The University is in the position of being unable at this time to provide a reply to the Association's response to the University's proposals, because we do not know what that response will be. The University may therefore file a reply submission to ensure that the Association's submissions with respect to the University's proposals do not go unanswered.

80. The Association relies heavily on the collective agreements at other colleges and universities in support of its proposals. The University disagrees that the replication principle is best achieved through "comparability with other similar universities/colleges". It is certainly not appropriate to compare the conditions of appointment for faculty at a world class research institution like UBC with those at Canadian colleges as suggested by the Association. A college environment is not an appropriate comparator. The teachers at
colleges do not have the same responsibilities as those at research intensive universities and the institutions themselves have disparate mandates.

81. Nor is it useful to isolate particular collective agreement provisions at other universities and use them to justify similar proposals at UBC. Collective agreements are living documents that represent the outcome of the process of give and take through collective bargaining. Trade-offs have likely been made by the bargaining agents of faculty members at other universities to achieve, for example, workload language or rights of reappointment for lecturers. Absent evidence about how that language was achieved, there is no basis to suggest that the arbitrator should order similar language at UBC.

82. Moreover, specific pieces of language cannot be read in isolation from the other provisions of a collective agreement. As demonstrated in the University's initial submission, the implications of many of the Faculty Association's non-monetary proposals are complex and significant. The Association has simply selected language from other collective agreements and -- without providing the full context of that language -- suggested that the arbitrator should order the same or similar language at UBC.

83. For example, absent a fulsome analysis of the rights of sessionals, lecturers, instructors, and tenure-track faculty as well as adjunct faculty and other non-bargaining unit teachers at the University of Alberta, the mere fact that lecturers at U of A have a right of reappointment should be given very little, if any, weight in terms of supporting an argument that similar language should be awarded at UBC (see paragraph 7.74). Negotiated language drawn from one agreement may not be workable in the context of the UBC environment.

84. In no case has the Faculty Association demonstrated that any particular proposed language is standard in University faculty collective agreements. Rather, collective agreements vary widely, and while several universities may have language on a certain topic, the specific language tends to differ between institutions.

ALLEGED NON-MONETARY PROPOSALS WITH COST IMPLICATIONS - pages 54 - 57, 67

85. The University denies that the Faculty Association's proposals with respect to CPI, Merit and PSA and study leaves for Instructors are non-monetary issues as suggested by the Association. On the contrary, as described in the University's initial submission there are cost implications associated with the Association's proposals with respect to CPI, Merit and PSA, and study leaves for instructors. The University's response submissions in this regard are as follows.

Elimination of Dates Pertaining to the Annual Payment of the Career Advancement Plan (CPI, Merit and PSA) – Page 54

86. The Association suggests at paragraph 7.04 that CPI is awarded based on length of service. This is inaccurate. Article 2.01 (c) of the Agreement on Salaries and Economic Benefits says that the "over-riding criterion for the award of CPI shall be satisfactory career progress". This is a reflection of performance not length of service. CPI may be withheld
regardless of length of service for individuals who are demonstrating unsatisfactory progress in their careers (Article 2.01(d)).

87. In paragraph 7.08, the Association states that eliminating the reference to specific years in the Agreement would ensure the University pays CPI, merit and PSA increments “on time” rather than after the Collective Agreement is ratified. However, CPI, merit and PSA payments are negotiated benefits; there is no right to an automatic payment of any particular amount unless and until those benefits are negotiated into a new Agreement. No amounts are due until an agreement is ratified and implemented.

88. The Association appears to suggest that the University prefers to withhold payments in order to earn interest on the funds that would be used to pay out PTR. On the contrary, the University would far rather reach an early resolution to the renewal of the collective agreement. The University respects the negotiated agreement and complies with the terms of that agreement.

89. In paragraph 7.12, the Association refers to various collective agreements at other Canadian universities where salary increments are paid out on a specific date, regardless of whether an agreement has expired. This is not an appropriate comparison as many of these institutions pay faculty salaries on a negotiated grid with regular mandated increases. There is no salary grid for faculty (other than Sessional Lecturers) at UBC.

Study Leaves for Instructors – page 67

90. The Faculty Association has proposed to modify the entitlement to study leave (which is the term used in the collective agreement, rather than “sabbatical”) in the Instructor stream. The University is willing to make this change; however, this is not a cost-neutral proposal and the cost of implementing this proposal (even if it is minimal) must be costed.

RESPONSE TO THE FACULTY ASSOCIATION’S NON-MONETARY PROPOSALS

Investigations – page 57

91. The Faculty Association has significantly reduced the language it has proposed regarding a new article governing investigations at the University from the language it proposed during bargaining and at mediation. The University is surprised by this change in position and submits that this new language should not be awarded because the University has not had the opportunity to respond to this new proposal in collective bargaining.

92. An interest arbitrator should not be asked to try to “replicate” what the parties would or should have been able to achieve in collective bargaining in circumstances where the parties themselves have not yet attempted to do so. This proposal was not made to the University. It may be that the appropriate “trade-offs” could have been made by the parties to reach mutually agreeable language regarding representational rights during investigations (which now appears to be the Association’s primary goal). This matter should be left to the next round of collective bargaining, which will begin in less than one year.
93. The Faculty Association's submission does not address the point made in the University's original submission that there are many avenues of investigation set out in policies and funding arrangements across the University and that UBC is too complex an institution to impose even these pared down requirements on all investigations that might be made into faculty conduct.

94. Notwithstanding the above, the Association submits in paragraph 7.28 that increased representation rights are necessary to prevent the University from intimidating faculty members by calling them into meetings to discuss performance-related issues and then offering termination agreements without allowing the individuals to consult with the Faculty Association. The University denies these allegations. The University also submits that preventing faculty members from speaking with the Association in such circumstances would be a breach of the collective agreement as it currently exists. No new language is necessary to address the Association's concern. In fact, the language proposed would duplicate existing language.

95. The Framework Agreement already contains a clear statement protecting the representational rights of faculty members. Article 21.02(b) states that:

   Nothing in this Agreement shall prevent a member of the bargaining unit from seeking advice and representation from the Faculty Association at any time nor shall the University of any of its representatives through intimidation, threats of termination of appointment or by any other kind of threat, seek to prevent a member from doing so.

96. The Association currently proposes that whenever the University accepts a complaint, it would be obligated to inform the Faculty Association regarding the nature of the allegations and whether it intends to launch a formal or informal investigation. This runs contrary to the principle that obtaining advice and representation from the Faculty Association is a voluntary right that faculty members enjoy. Faculty members are not obligated to seek such representation, and in fact, some members may prefer not to consult with or share information with the Association. A faculty member may prefer not to contact the Association when an investigation proceeds so as not to escalate an issue unnecessarily.

97. The University therefore submits that the arbitrator should not impose mandatory reporting obligations/representation right on faculty members who may not wish the Association to be involved or informed of allegations against them.

98. The University submits that the voluntary nature of the right to representation must be preserved in the collective agreement and the language proposed by the Association does not do so. The University respects the Faculty Association's role as the exclusive bargaining agent for faculty members, but it is unwilling to agree to any mandatory reporting to the Faculty Association. It is up to the affected faculty member to determine whether he or she wishes to take advantage of the Association's services.
99. As stated in its original submission, the University agreed in the last round of bargaining to new language requiring the President to consider all relevant and contextual factors in assessing a faculty member’s scholarly output for purposes of tenure and promotion. Given that this new language has yet to settle, it is premature for the Association to suggest, as it does in paragraph 7.33, that different methods of dissemination of knowledge of information and approaches to scholarship are “difficult to capture” in the current language. There has been insufficient opportunity to date for the University to apply this new language to allow the Association to reliably make this statement.

100. While the University certainly supports diverse and unique approaches to scholarly output, it must also ensure that standards of excellence are maintained. The manner in which scholarly output is measured is a matter of great importance to the institution and for the reasons contained in the University’s original submission, new collective agreement language to this effect should be developed by the University itself in the context of actual cases which profile the evolving approaches and allow for a practical and informed assessment by peers, rather than imposed by an interest arbitrator.

101. The University is actively considering issues related to emerging areas of scholarship and non-traditional research methods. For instance, the 2011-12 Place and Promise Annual Report relied on by the Association in paragraph 7.33 contains descriptions of two of the initiatives underway at the University in this regard:

For the past five years, the University Industry Liaison Office (UILO) has been refocusing its activities to better serve UBC researchers and the Canadian innovation ecosystem. The UILO is establishing multiple channels to support innovation that go beyond traditional concepts of research partnerships and commercialization, and concentrating its activities on the three key areas of industry engagement, knowledge mobilization and entrepreneurship. These changes emphasize the value of ongoing relationships over individual transactions and look to measure value through the ultimate impacts of sharing research knowledge, discoveries and expertise... (at pages. 38 – 39)

UBC has over 50 faculty members conducting research with an Aboriginal focus and their work is increasingly being done using community-based research practices. A community-based research task force has been appointed to look at community-based research and make recommendations pertaining to its institutional support. This work is significant in that collaborative research with Aboriginal communities and organizations is increasingly important both in the relationships it forms and in the direction and quality of the research it generates. (at page 53)

102. The University is alive to the issues associated with non-traditional and innovative research methods and is actively working on those issues. This work should be permitted to continue and there is no basis for adding new language to the Agreement at this time.
103. The Faculty Association's current proposal regarding workload has also changed significantly from the language it proposed during bargaining and at mediation. Again, the University submits that this new language should not be awarded because the University has not had the opportunity to respond to this new proposal in collective bargaining.

104. An interest arbitrator should not be asked to try to "replicate" what the parties would or should have been able to achieve in collective bargaining in circumstances where the parties themselves have not yet attempted to do so. This proposal was not made to the University. This matter should be left to the next round of collective bargaining, which is likely to begin in less than one year. This is particularly true given that the University tabled revised language in mediation and there was a clear opportunity to continue that discussion before resorting to arbitration.

105. The most notable change to the Faculty Association's proposed language is that they have added language granting broad discretion to Deans to refuse to accept a proposed workload policy developed by a departmental committee for any reason so long as she/he does not act in a manner that is irrational, arbitrary or in bad faith. This is the very language that the University identified as being noticeably absent from the Association's proposals at mediation and in bargaining (when compared to the language in the University of Toronto's workload policy).

106. The mere addition of this language does not rectify the myriad other reasons why additional workload language should not be awarded in interest arbitration. Those reasons were described in the University's original submission and will not be repeated here.

107. The Faculty Association relies heavily on responses to a November, 2011 Workplace Experiences Survey in support of its argument that further workload language is necessary. However, that survey was conducted before the new workload language negotiated in the last round of bargaining was fully implemented.

108. In paragraph 7.39, the Faculty Association relies on the fact that three Universities in Canada (Toronto, Queens and Western) have workload language of "significantly more breadth and depth" than what it is proposing for UBC. However, with respect, the University submits that language at only three universities does not demonstrate a clear pattern of standard language within university collective agreements. Nor is there a clear pattern amongst all of the Canadian universities whose workload policies are summarized by the Faculty Association.

109. UBC denies that there is "standard" language to which the University's workload language should be compared. For example, even the Faculty Association's submissions refer only to the fact that the establishment of a workload committee is a "fairly common practice" at other universities and that "almost half" of comparator universities have such committees constituted under their agreements (see paragraph 7.43).
110. As stated in paragraph 7.35, the Faculty Association is seeking to move incrementally toward the language in the University of Toronto's workload policy. Interest arbitration is not the appropriate mechanism for achieving those incremental changes. Even if the Association's (newly) proposed language were to be awarded, the Association will clearly be seeking further "incremental" changes in the next round of bargaining. Incremental changes of this nature should be achieved only through the give-and-take of collective bargaining — not by building on sequential interest arbitration awards.

111. Moreover, such changes should only be considered and implemented after the parties have had a chance to fully implement and assess the significant workload language achieved in the last round of bargaining.

*Intercampus Equity – page 61*

112. In paragraph 7.47, the Association suggests that inter-campus equity in terms of workload is necessary because faculty members at the UBCO campus report greater levels of workplace stress than their colleagues in Vancouver. Pursuant to Article 13 of the Framework Agreement, a faculty members' "workload" consists of more than teaching; it is all of the work of a faculty member including research and service.

113. The Association attributes this to the Okanagan campus "having generally higher teaching loads while having the same expectations for scholarly activity or educational leadership". While the University agrees the ultimate goal is to have faculty members at both campuses producing equivalent amounts of research output, at this point in time, the scholarly output and graduate student supervision performed by many faculty members at UBCO is not at the same levels as UBCV. This again reflects the fact that UBCO is an institution in transition from its college background. Teaching loads, which are only one part of workload, between the two institutions, necessarily reflect this disparity.

*Non-Teaching Term – page 62*

114. The Association has also amended its proposals regarding a "non-teaching term" from what it proposed in mediation. It has not explained why it made those changes. Again, the parties should be required to negotiate on the basis of this new proposal prior to any language being proposed in interest arbitration.

115. Notwithstanding the above, the Association makes several statements in support of its proposal that faculty members should not be required to teach in the summer term without providing any evidence in support of the same.

116. For example, it states in paragraph 7.51 that it is "entirely possible for every program to function with full-time faculty members teaching their entire year's teaching obligations in two out of the three traditional four month terms, or equivalent." The University denies that this is the case. There are a number of programs at the University that today run 11 or 12 months of the year including programs in the Faculty of Education and the Faculty of Medicine (e.g. Occupational Therapy). The language proposed by the Association would bring those programs to a halt.
117. The Association also states in paragraph 7.54 that the University would face a "major recruitment and retention issue" should it cease to provide a term free from teaching. It has provided no evidence in support of this statement. On the contrary, UBC has seen no evidence that it is experiencing any recruitment or retention issues.

**Right of First Refusal for Sessionals and Right of Reappointment for Lecturers – pages 63 - 66**

118. In paragraph 7.58 of its submission, the Faculty Association has reproduced items A and B from the preamble to the *Agreement on Conditions of Appointment for Sessional Faculty Members* ("Sessional Agreement") in which the important contributions of Sessionals are recognized. However, the Association did not include item C of the preamble which reads as follows:

> The University and the Faculty Association recognize that Sessional Faculty Appointments are determined by institutional realities which affect the availability of Sessional Faculty Appointments.

119. In the University's submission, the omission of this third preamble reflects a fundamental conceptual disagreement between the parties with respect to the role of Sessional faculty members at UBC. There is no question that Sessionals are valued members of the University's teaching team; however, the University has clearly confirmed its position that Sessional teaching is not a career path at UBC. Sessionals do not have a *right* to work toward permanent, full time employment as encouraged by the Association. On the contrary, sessionals are meant to be "fill-in" appointments to deal with the changing teaching needs within departments. They are intended to cover gaps in the University's professoriate ranks due to absences such as maternity and sick leaves, study leaves, unexpected growth, and emerging areas of study.

120. The Faculty Association is effectively attempting to create a career path for Non-Continuing Sessionals where one does not exist (see for example, paragraph 7.61). It does not make sense for the University to implement such a career path. Sessionals help the University maintain its flexibility to offer a diverse course load, and also ensure that the University's research faculty have the opportunity to excel in their endeavours through teaching releases, leaves of absence, and study leaves. The University will be unable to maintain this necessary flexibility if it is required to offer up-to-full-time course loads to any Sessional entitled to reappointment after he or she is hired to "fill in a gap" in the teaching schedule.

121. As described in the University's original submission, there would be a significant impact on the pedagogical strength of the University and an obligation to fill Sessionals to full time capacity would eventually mean that over time there would be no courses available to other teaching ranks such as Adjuncts, Visitors and Post Doctoral Fellows.

122. The appointment of a Sessional Lecturer to teach a course is not intended to be a lifetime appointment. The less rigorous assessment process for a sessional appointment as compared with that required for the appointment of a regular faculty member reflects the impermanent nature of a Sessional appointment. A career path for Sessionals is simply
not feasible given the "institutional realities" referenced in the preamble to the Sessional Agreement.

123. In paragraph 7.62, the Faculty Association refers to a January 11, 2011 agreement reached by the parties to refer issues relating to the interpretation of the Sessional Agreement to arbitration. With the assistance of mediator/arbitrator Rod Germaine, the parties reached an agreement over one year later (on February 29, 2012). A copy of the "Germaine Agreement", redacted pursuant to an agreement between the parties regarding the use of this document, is contained in Tab 5 of the Reply Documents of the University. This agreement was reached following the exchange of extensive written submissions and a lengthy mediation process.

124. The issues raised by the Associations proposals regarding Sessionals and 12 month Lecturers are interrelated, and as evidenced by the lengthy Germaine proceedings are complex. These are not issues amenable to the blunt instrument of interest arbitration

*Tenure Denial Grievances – page 66*

125. In paragraph 7.77, the Faculty Association has pointed to the low number of individuals who will be affected by the University's estoppel notice terminating its practice of extending a member's appointment where the President's decision not to award tenure is grieved. The University submits that these low numbers illustrate why this practice may be terminated without significant consequences to the bargaining unit. If there were indeed only three cases that required extensions of appointments beyond the "terminal year", this suggests there would be no implications for faculty members so long as such cases progress efficiently through the grievance and arbitration process. There is no reason why such disputes should not be able to be resolved within one year of the tenure denial decision.

*Change to Appendix A (Faculty Members on Negotiating Committee) – page 67*

126. The Faculty Association submits that the long-standing practice of seconding faculty members to the University's negotiating committee must cease because it places faculty members in an obvious "conflict of interest" given that they "cannot serve two masters". However, this perceived conflict of interest is addressed by the exclusion from the bargaining unit of these faculty members for the duration of the bargaining process.

127. The University also submits that this approach to workplace management runs contrary to the fundamental nature of the University as a community of scholars. A university is not governed on an industrial model. Language about "serving two masters" and a management-versus-labour ideology may serve a purpose in an industrial environment is not reflective of decision-making in a university.

128. A university operates pursuant to the principle of collegial governance. Collegial governance requires checks and balances from all of the various constituents of the University community. Although a university is indeed a "community of scholars", on a day
to day basis, collegial governance requires the University's administrators to provide those checks to ensure the well-being of the institution as a whole. However, the reality is that even the University's most senior administrators including its Heads, its Deans, its Provost, many of the Vice-Presidents and even the President himself are also faculty members and scholars in their own right. They are members of the community of scholars who assume administrative roles for a period of time. Most of them will return to the bargaining unit following their administrative terms. Their interests are not misaligned with those of the bargaining unit; they are simply asked for a period of time to look at issues from an institution-wide perspective.

129. Similarly, the University submits that it is important that faculty members form part of the University's bargaining team. They provide the on-the-ground perspective and the requisite checks and balances that may be lacking should the University go into bargaining with only administrators on the negotiating team.

130. A collegial, cooperative approach to university governance and the resolution of workplace issues is more reflective of the University environment rather than is an adversarial rules-based industrial model of workplace management. Including faculty members on the University's bargaining team is an important manifestation of the principles of collegial governance and a practice that the University does not wish to forego.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

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