IN THE MATTER OF AN ARBITRATION

BETWEEN:

UNIVERSITY OF BRITISH COLUMBIA

AND

FACULTY ASSOCIATION OF THE UNIVERSITY

OF BRITISH COLUMBIA

(INTEREST ARBITRATION 2013)

SUBMISSION OF THE FACULTY ASSOCIATION

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IN THE MATTER OF AN ARBITRATION

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA

("University")

AND:

FACULTY ASSOCIATION OF THE UNIVERSITY
OF BRITISH COLUMBIA

("Association")

SUBMISSION OF THE FACULTY ASSOCIATION

INTRODUCTION

1. ISSUES IN DISPUTE

1.1 The Arbitration Board is constituted under and derives its jurisdiction from the Framework for Collective Bargaining (the "Framework Agreement"), Article 11 (p. 13).

1.2 The procedure for collective bargaining between the Parties is governed by Article 9 of the Framework Agreement (p. 11).

1.3 The Parties have not succeeded in reaching agreement on all matters for the period July 1, 2012 to June 30, 2014. The matters in dispute have been submitted to the Arbitration Board under Article 9.05(b) (p.13) for adjudication in accordance with the provisions of Article 11 of the Framework Agreement (p.13). (The list of items agreed are in Tab 18 of the evidence binder.)

1.4 The matters in dispute fall into two categories: economic or cost items and non-cost items.

COST ITEMS

1.5 The cost items in dispute advanced by the Association are the following:

(a) General Wage Increase:

The Association has proposed a 5% general wage increase effective July 1, 2012 and a 5% general increase effective July 1, 2013, which shall also apply to the minimum Librarian scale, the minimum Sessional scale, and the scale used by the Centre for Teaching, Learning, and Technology (CTLT scale). (p. 51)

(b) Single minimum scale for Sessional Lecturers:

The Association has proposed eliminating the minimum Sessional salary scales corresponding to 6, 12, and 15 credits per term for full time and retaining a single minimum salary scale to apply to all Sessional Lecturers corresponding to the existing 9 credits per term for full time scale.

(c) Full Pension Benefits for Sessional Lecturers

The Association has proposed extending pension benefits to cover all members.
(d) Improvements in Vision care

The Association has proposed raising the limit on vision care from $250 in any 24 month period to $400 in any 24 month period, and expanding the coverage to include sunglasses and annual eye exams.

(e) Tuition Fee Waiver

The Association has proposed that existing tuition waivers may be transferred from members to their spouse or partners.

The Association has proposed that in the event that a member passes away while their dependent child is enrolled in UBC, the child will continue to be eligible up to the maximum tuition waiver credits.

(f) Professional Development Reimbursement Fund

The Association has proposed that the annual limit of professional development reimbursement be raised from $1,100 to $1,750 for members other than Sessional Lecturers without continuing status.

The Association has proposed that the annual limit of professional development reimbursement be raised from $25 per credit to $35 per credit for Sessional Lecturers without continuing status.

(g) Library

The Parties have agreed to a number of collective agreement changes in the Library. The only issue that remains outstanding is that of administrative leave for Heads in the Library. The Association takes the view that this is not a cost item as it pertains to a term-certain letter of understanding that will expire before any costs are incurred. It is included here only because the University takes a contrary view about costing this proposal.

NON-COST ITEMS

1.6 The non-cost items under dispute advanced by the Association are the following:

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

The Association has proposed eliminating reference to specific years in Salaries and Economic Benefits to allow CPI, Merit, and PSA increments to be paid on their regular schedule (July 1), rather than after renewal of the Collective Agreement.

(b) Merit Increments

The Association has proposed adding a merit increment of ½ unit, in addition to the existing 1, 1½, 2, 2½, and 3 unit amounts. This is a non-cost item as it would not change the total amount of money in the merit "pot", only the way it might be allocated.
(c) Capping of Career Progress Increments at $1,500

The Association has proposed capping the unit value of CPIs at $1,500, with the remainder of the CPI pool (if any) allocated as a general increase to all ranks eligible for CPI. This is a non-cost item as it would not change the total amount of money in the CPI "pot," only the way it might be allocated.

(d) Investigations

The Association has proposed a new Article in the Framework Agreement that guarantees the representational rights of the Association for members under investigation.

(e) Equity

The Association has proposed to modify Article 4 in the Framework Agreement (p. 8) and Article 4 in the Conditions of Appointment for Faculty (p. 73) to assure greater equity at the University and to ensure that scholarship is more broadly defined to incorporate methodologies and practices from non-traditional scholarship.

(f) Workload Policy Committee

The Association has proposed to modify Article 13 in the Framework Agreement (p. 16) to provide for clearer development and dissemination of departmental workload policies, consistent with industry standard language at the University of Toronto and other major research universities.

(g) Workloads for Faculty Members Holding Joint Appointments

The Association has proposed a new clause in Article 13 of the Framework Agreement (p. 16) to provide clarity with expectations and obligations for faculty members holding joint appointments.

(h) Inter-Campus Equity

The Association has proposed a new clause in Article 13 of the Framework Agreement (p. 16) to ensure inter-campus equity in workloads, consistent with language at the University of Toronto.

(i) Non-teaching Term

The Association has proposed a new clause in Article 13 of the Framework Agreement (p. 16) to ensure faculty members can only be assigned teaching in two of the three terms, or equivalent, consistent with language at the University of Toronto and almost every other university in Canada.
(j) Workload for Members in the Instructional Classification

The Association has proposed a new clause in Article 13 of the Framework Agreement (p. 16) to ensure faculty members the Instructor classification have reasonable time to perform all aspects of their duties.

(k) Rights of First Refusal for Sessionals

The Association has proposed adding in the Conditions of Appointment for Sessional Faculty Members a provision to give part-time Sessional members the right to accrue additional courses for which they are qualified, on a seniority basis. The Association also proposes that priority be given to Sessional members over external applicants for newly created Lecturer positions.

(l) Right of Reappointment for Lecturers

The Association has proposed modifying the Conditions of Appointment for Faculty and Conditions of Appointment for Sessional Faculty Members to include the right of reappointment for Lecturers (who are on 12-month contracts).

(m) Tenure Denial Grievances

In response to the University's estoppel letter dated February 14, 2012, the Association has proposed a continuation of the practice that when the President's decision not to grant tenure is grieved, and where the grievance process extends beyond the terminal year, the member's appointment shall be extended until the grievance process has completed.

(n) Sabbatical for Instructors

The Association proposes to modify Article 2a in Leaves of Absence (p. 59) to align the sabbatical rules of the Instructor stream with the Professoriate stream.

(o) Change to Appendix A

The Faculty Association proposes to remove “faculty members appointed to the University's bargaining team” in Appendix A of the Framework Agreement (p. 29).

1.7 It is the position of the Association that the University has the ability to pay, within the meaning of the Framework Agreement, the cost of these proposals, based on the Report of Ms. Eleanor Joy, C.A., PricewaterhouseCooper (“PwC report”).

1.8 It is also the position of the Association that the proposal for a significant general wage increase and other monetary proposals meet the tests required under Article 11.02(e)(i)-(iv) of the Framework Agreement (p.14) to merit such increases.
ECONOMIC/COST ITEMS IN INTEREST ARBITRATION

2. APPLICATION OF ARTICLE 11 OF THE FRAMEWORK AGREEMENT

2.01 The Parties to this Framework Agreement have chosen an adjudicative model of interest arbitration for economic/cost items based on criteria enumerated in Article 11.02(e) (p. 14) rather than a simple replication model.

2.02 Arbitrator Munroe, in the University of Toronto Award (Tab 1) discusses the difference between the adjudicative model based on enumerated criteria and the replication model. The University of Toronto had, in 1981, negotiated a memorandum of agreement enumerating the criteria to be considered by the interest arbitrator.

Arbitrator Munroe describes the adjudicative model as follows:

Thus, the Parties agreed that their arbitrator...would adopt and follow the "adjudicative model" of interest arbitration: where criteria are enumerated and expressed as objective yardsticks in the expectation that they will be interpreted and applied in a rights-like fashion to the proven facts and circumstances.

Munroe Award (University of Toronto) (supra), Tab 1, at p. 3-4

2.03 Arbitrator Munroe goes on to observe that the University of Toronto subsequently renegotiated the Memorandum of Agreement and in the course of doing so deleted the criteria enumerated in the earlier agreement. Arbitrator Munroe comments on the significance of that change as follows:

By that formulation, the Parties moved away from the adjudicative model of interest arbitration, agreeing instead to the adoption of the "replication model": where the decisionmaker is to try to replicate the agreement that the Parties themselves would have reached if they had been left to the ordinary devices of collective bargaining — economic sanctions.

... It is perhaps important to observe that the shift from the adjudicative model to the replication model does not mean that the process of decisionmaking has become undisciplined. What it does mean is that the role of the decisionmaker is no longer simply to identify the criteria — either contractual or jurisprudential — around which to pivot a detached and dispassionate award. Rather, the essential function of the decisionmaker becomes the identification of the factors which likely would have influenced the negotiating behaviour of the particular Parties in the actual circumstances at hand. It is the dynamic mix of those factors which produces the end result.

Munroe Award (supra), Tab 1 at p. 4-5

2.04 In the present dispute, the adjudicative task of the arbitrator at the first stage of his enquiry is to determine whether the University has the ability to pay the cost of the monetary
portion of the award from its General Purpose Operating Fund (GPOF), specifically the cost of the monetary proposals advanced by the Association.

2.05 Article 11.02(e) of the Framework Agreement (p. 14) provides in part as follows:

In making its award, the Arbitration Board shall give first consideration to the University's ability to pay the cost of an award from its general purpose operating funds. In doing so, with due regard to the primacy of the University's academic purpose and the central role of Faculty Members, Librarians and Program Directors in achieving it, the Arbitration Board shall take account of the University's need to preserve a reasonable balance between the salary of members of the bargaining unit and other expenditures.

(emphasis added)

2.06 If the answer to the first stage is “yes”, the second stage of the Arbitrator’s enquiry is to determine whether the bargaining proposals of the Association are consistent with the criteria described in Article 11.02(e)(i)-(iv) of the Framework Agreement (p. 14):

If the Arbitration Board is satisfied that the University has the ability to pay the cost of an award, it shall base its award on the following criteria:

i) the need for the University to maintain its academic quality by retaining and attracting Faculty Members, Librarians, and Program Directors of the highest caliber;

ii) changes in the Vancouver and Canadian Consumer Price Indices;

iii) changes in British Columbian and Canadian Average Salaries and Wages; and

iv) salaries and benefits at other Canadian universities of comparable academic quality and size.

2.07 Determining ability to pay as the first stage of the inquiry under the Framework Agreement is an adjudicative process based on the preservation of a reasonable balance described in Article 11.02(e) (p. 14). In accordance with this criterion, the University is deemed to have the “ability to pay” the cost of the Association’s monetary proposals if, in doing so, it preserves a reasonable balance between the salary of bargaining unit members and other expenditures from the GPOF.

2.08 As Article 11.02(e) of the Framework Agreement (p. 14) notes, the “primacy of the University’s academic purpose and the central role of faculty” in achieving that purpose, are criteria that must be considered by the Arbitrator when determining the need to preserve a reasonable balance. The University’s academic purpose can be found in its vision statement:

As one of the world’s leading universities, The University of British Columbia creates an exceptional learning environment that fosters global citizenship,
advances a civil and sustainable society, and supports outstanding research to serve the people of British Columbia, Canada and the world. (emphasis added)
Source: http://strategicplan.ubc.ca/the-plan/vision-statement/

2.09 Faculty members play the leading role in helping the University achieve its vision. Faculty members are responsible for creating the exceptional learning environment as well as performing the outstanding research that is at the heart of the University's vision. The University has many talented non-faculty employees who perform a variety of important functions on both campuses, but it is faculty members, through their direct work with students, in and out of the classroom, who are the pivotal figures in creating the learning environment. It is also faculty members who are directly responsible for envisioning research problems, applying for research grants, and conducting the research that happens at the University. Other employees may play supporting roles in these activities, but faculty are at the heart. What is absolutely clear is that the University would be unable achieve its “academic purpose” without faculty members. The two are inextricably linked together.

2.10 Three previous Arbitration Boards have interpreted the term “ability to pay” as it is used in Article 11.02(e) of the Framework Agreement (the 1989 Award, the 1994 Award, and the 1997 Award). Arbitration Boards constituted under the Framework Agreement for the 1988-89 academic year (the 1989 Award), the 1993-94 academic year (the 1994 Award), and the 1996-1997 academic year (the 1997 Award) concluded that the preservation of a “reasonable ratio” or a “reasonable balance” between bargaining unit salaries and other expenditures from the general purpose operating fund was central to the term “ability to pay” under the agreement:

...the two concepts thus become inextricably interlinked. The Parties have agreed that the University has the ability to pay an amount in respect of faculty salaries if doing so preserves a reasonable ratio between that amount and other expenditures.

(1989 Award, Tab 2, at p. 14)

2.11 The 1989 Award addressed the effect of the term “ability to pay” as it is used in the Framework Agreement on any legislative constraints imposed on the University under the University Act regarding the incurring of a deficit:

...the University may not incur a deficit in circumstances not permitted by sections 28 and 30 of the University Act. If, as a result of an award, it faces a deficit, that would mean not that it has no ability to pay within the meaning of the Framework Agreement, but rather that it must re-order its expenditure allocations so as to enable it to pay the cost of that award.

(1989 Award, Tab 2 at p. 20, emphasis added)

2.12 While the structure of Article 11.02(e) remains the same, subsequent to the 1989 Award the Parties negotiated a change to the language; the term “reasonable ratio” was amended to read “reasonable balance”. The rest of the language remained unchanged. An Arbitration Board constituted under the Framework Agreement for the academic year 1993-94,
consisting of Stephen Kelleher, Dalton Larson and Judi Korbin, considered the significance, if any, of the change from "ratio" to "balance" and concluded as follows:

...The central criterion in determining whether there is an ability to pay the cost of an Award is the relationship between bargaining unit salaries and other expenditures. The effect of the amendment to Section 12.02(e) is to render that comparison less formulistic and more flexible.

(the "1994 Award", Tab 3 at p. 7)

2.13 The University may argue that the proposed salary increase might result in a deficit, and argue that this proves that the University does not have an ability to pay. It may also argue that the Arbitrator should defer to the Board of Governors unless the Arbitrator concludes that the University has created an inability to pay through budgetary contrivance or ultra-conservative budgeting.

2.14 However, as noted in the 1997 award, these issues were decided by the first Getz board, in 1989, which held at p. 20 that such considerations are essentially irrelevant where the effect of an award is to preserve the proper balance:

...even if the University's evidence had not been persuasive, on this view of the agreement that would also have been irrelevant, for by definition, it (has) the ability to pay any award that preserves the reasonable ratio referred to in section 12.02(e). Of course, the University may not incur a deficit in circumstances not permitted by .... the University Act. If, as a result of an award, it faces a deficit, that would mean not that it has no ability to pay within the meaning of the Framework Agreement, but rather that it must re-order its expenditure allocations so as to enable it to pay the cost of that award.

(the “1997 Award”, Tab 4 at p. 11-12, emphasis added)

2.15 The 1997 Arbitration Board agreed with the decision of the 1989 Arbitration Board:

We do not consider that approach to be wrong. Since the University is required to operate within the mandate of the University Act, we do not think it to be unreasonable to presume that it will find cost areas that can be reduced or eliminated so as to not end up with a deficit. Indeed, the existence of the statutory obligation to balance the books precludes any presumption that a projected deficit is indicative of an inability to pay. In the end, the ability of the University to pay must be measured, not against forecasted revenues and expenses prior to the implementation of expense management, but the ability of the University to absorb a salary increase after the books have been brought into balance based upon the criteria set out in Article 12.02(e) of the Framework Agreement. It is not enough to demonstrate that a salary increase will create or contribute to a deficit.

(the “1997 Award”, supra, Tab 4, at p. 12)
2.16 In trying to determine what “a reasonable balance” might be, the Arbitration Board in the 1994 Award, governed by the language then currently in effect between the Parties, concluded that whether a reasonable balance was preserved depended on the historical relationship, as calculated by the Board, between bargaining unit salaries and other forecast expenditures from the GPOF.

2.17 In the 1994 Award, the Arbitration Board calculated, on the basis of the information provided by the Parties, the relationship between bargaining unit salaries and other operating fund costs for the fiscal years 1988-89 to 1992-93 inclusive. The Board then examined the comparative percentages over that five year period to determine whether the Association’s salary proposal preserved a reasonable balance for the 1993-94 academic year. The Board concluded as follows:

On our analysis of Section 12.02(e), there is an ability to pay. In 1992-93, bargaining unit salaries were...37.43 per cent of expenditures. The comparative percentages for the 1991-92, 1990-91, 1989-90 and 1988-89 fiscal years are 37.85, 38.14, 38.85 and 39.11 respectively.

If we were to award the Faculty Association’s salary proposal, even if it were entirely payable in the current fiscal year, the costs of total salaries would be $132,400,000. This amounts to 37.86 per cent of total revenue forecast by [the University], $349,700,000. We are satisfied that this would preserve a “reasonable balance”.

(1994 Award, Tab 3 at pp. 10-11)

2.18 In the 1997 arbitration, Ms. Eleanor M. Joy, a Chartered Accountant, was called by the Association to give an opinion on whether the Association’s compensation proposal would preserve a reasonable balance between salaries paid to members of the bargaining unit and other expenditures. She calculated that between 1988-89 and 1995-96, the relationship between bargaining unit salaries and total expenditures were as follows:

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</thead>
<tbody>
<tr>
<td>Percentage</td>
<td>39.11%</td>
<td>38.85%</td>
<td>38.25%</td>
<td>37.85%</td>
<td>37.27%</td>
<td>37.44%</td>
<td>37.24%</td>
<td>36.15%</td>
</tr>
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</table>

Ms. Joy calculated that the Association’s proposals would produce a ratio of 36.61%, which she asserted would preserve a reasonable balance.

(1997 Award, Tab 4 at p. 17)

The University did a similar calculation of the historical relationship between bargaining unit salaries and total expenditures as follows:

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<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage</td>
<td>41.3%</td>
<td>40.7%</td>
<td>41.2%</td>
<td>40.6%</td>
<td>40.8%</td>
<td>39.9%</td>
<td>39.5%</td>
</tr>
</tbody>
</table>
The University concluded that the University’s proposals would produce a ratio of 37.8% while the cost of the Association’s proposals would produce a ratio of 38.7%.

The Board concluded as follows:

"On that analysis of the evidence, we find that there is an ability to pay."

(1997 Award, Tab 4 at p. 18)

2.19 The Association submits that the rationale underlying the preservation of a reasonable balance is to ensure that, over time, salaries of faculty will not lose ground as a result of the University’s spending priorities. As the Boards in the 1994 and 1997 Awards recognized, it is the historical examination of faculty salaries as a percentage of the Operating Fund expenditures that permits an ongoing judgment as to whether the equilibrium between faculty salaries and other expenditures has been preserved.

2.20 In the two most recent arbitration awards between the Parties pursuant to Article 12 (since renumbered as Article 11) of the Framework Agreement (p. 13) ("the 1994 Award" and “the 1997 Award”), the Arbitration Board agreed with the proposition that where the historical balance between the cost of bargaining unit salaries and other operating fund costs is preserved by the Association’s salary proposal, the University is deemed to have the ability to pay.

2.21 The University may argue that the Public Sector Employer's Council (PSEC) has provided the University with a mandate for this round of bargaining, which the University is not permitted to exceed. The Collective Agreement makes absolutely no reference to PSEC in determining the University’s ability to pay an award. Therefore, “the PSEC mandate” should not be given any weight in making a decision about the ability to pay the cost of an award. Moreover, there is no evidence of a written PSEC mandate, and to whatever extent that such a thing exists, it does not arise from either legislation or other formal mechanism. The University’s ability to pay is determined by specific factors found in the Collective Agreement.

2.22 The University of Toronto made a similar argument in its arbitration with the University of Toronto Faculty Association, in reference to the Ontario Government tabling its Budget Bill (Bill 16) in March 2010, which precluded increases in compensation for a 2-year period. The University submitted that Arbitrator Teplitsky should take into account the legislation and accompanying policy in fashioning any monetary award for faculty. The arbitrator rejected this argument, noting that

“...This interest dispute is governed by a Memorandum of agreement between the Parties which was initially made on June 28, 1977.... In my respectful opinion, because the Parties in their bargaining should have known that an interest arbitrator would not take the legislation into account, the replication principle supports the opposite conclusion than the University is contending for.”

(Teplitsky Award (University of Toronto, October 2010), Tab 11 at p. 5)
3. The University’s “Ability to Pay” Award for 2012-2014

3.01 The Parties to this Framework Agreement have identified the criteria that must be interpreted and applied in a “rights-like fashion” (Munroe, supra, Tab 1, at p. 3-4) when determining the issue of the University’s ability to pay. Under the Framework Agreement, the first step in that process is to determine, as noted in previous arbitration awards referred to earlier, whether a reasonable balance has been preserved between bargaining unit salaries and other expenditures from the GPOF.

3.02 Black Gropper, on behalf of the Association, engaged Ms. Eleanor M. Joy of PricewaterhouseCoopers LLP in December 2012 to conduct an independent examination of the financial records of the University to determine its ability to pay a salary increase for faculty members. Ms. Joy was not involved in any aspect of the Association formulating its bargaining proposals for the 2012 round of bargaining. She is at arm’s length to the University’s budgeting process.

3.03 Ms. Joy is a Chartered Accountant and a Chartered Business Valuator. She has specialized in dispute analysis and valuations for over 25 years. She has been qualified as an expert witness and has given evidence in the Supreme Court of British Columbia and in arbitrations. She also analyzed both the Faculty Association’s and the University’s financial situation for the 1997 arbitration, so she has a very clear understanding of what is required regarding the “ability to pay” as referenced in the Collective Agreement. The Association will tender Ms. Joy as an expert witness in these arbitration proceedings.

3.04 Ms. Joy provided a report based on her analysis, which will be referred to as the “PwC Report.” The report briefly reviews the 1997 arbitration and then presents the University’s financial situation, summarizing the GPOF for the fiscal years 2006 through 2012. The University’s GPOF revenues increased 56% during that period.

3.05 Between Fiscal 2006 and 2012, the amount of money spent on staff salaries grew at a “much faster rate (approximately 80%) than academic or student services salaries (approximately 50%)” suggesting a large growth in size of the staff complement. (See PwC Report, p. 5, para. 33).

3.06 Table 1 shows that between Fiscal 2006 and 2012, the University had annual surpluses in its GPOF (including a surplus of not less than $90 million for each of the past three fiscal years), which for the 7-year period totaled $583 million.

3.07 The conclusion of Ms. Joy was that $610.5 million over the 7-year period was transferred out of the GPOF, “such that the GPOF actually showed a deficit as at March 31, 2012.” (See PwC Report, p. 5, para. 31.) Ms. Joy concluded that the majority of this money was directly or indirectly invested in capital assets. (See PwC Report, p. 10, para. 54.)
The PwC Report shows the relationship between bargaining unit salaries and total expenditures between 2006 and 2012, and then estimates the ratios for 2013 through 2015 while accounting for the salary costs of the Association’s bargaining proposals:

<table>
<thead>
<tr>
<th>Year</th>
<th>2006 Adj*</th>
<th>2007 Adj*</th>
<th>2008 Adj*</th>
<th>2009 Adj*</th>
<th>2010 Adj*</th>
<th>2011 Adj*</th>
<th>2012 Adj*</th>
</tr>
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<tbody>
<tr>
<td>Ratio</td>
<td>34.5%</td>
<td>37.85%</td>
<td>38.1%</td>
<td>37.1%</td>
<td>34.7%</td>
<td>32.7%</td>
<td>33.8%</td>
</tr>
</tbody>
</table>

The columns labeled Adj* indicate what the ratio would be once total expenditures were increased by 3% per annum, and the salary cost of the Association’s proposals are factored in.

(See PwC Report, p. 10, para. 55 and p. 12, para. 62)

The cost of the Association’s proposals falls well within the ratios for the period 2006-2012, and is lower than the ratios for 2007, 2008, and 2009. The ratio projected for 2013 is also lower than the ratio for 2010. Given these ratios, and based on the 1997 Award, the Association asserts that the University does have the ability to pay the monetary proposals presented by the Association.

The ratios for 2013-2015 all fall below the lowest ratio determined in the 1997 arbitration (36.15% in 1996) and well below the highest ratio for the period subject to that arbitration (39.11% in 1989). Thus, the ratio has fallen considerably over the years, and the University needs to reorder its spending priorities in order to ensure that it “preserves a reasonable balance between the salary of members of the bargaining unit and other expenditures.”
3.11 The Association’s salary proposal for 2012-2014 only partially addresses the erosion in faculty salaries resulting from the two-year agreement covering 2010-2012 that had no general wage increase. The University’s general wage increase proposal, which is considerably lower than the Association’s proposal, runs counter to the criteria respecting ability to pay under Article 11.02(p. 14).

3.12 The University suggested during collective bargaining that it does not have the ability to pay the cost of the Association’s proposals. However, this assertion is not based on the language of the Framework Agreement. It is instead based on the assertion of financial pressures that to some extent represent arbitrary decisions made by the University about how it wants to spend GPOF money and, of course, the PSEC mandate, a mandate in respect of which has no relevance to this arbitration, and is certainly not a criterion enumerated in the Collective Agreement to determine the University’s ability to pay.

3.13 Financial pressures or the incurring of a deficit are not relevant to the ability to pay under the Framework Agreement, and this has already been determined in prior interest arbitrations between the University and the Association. If the University faces a deficit, this does not mean there is no ability to pay within the Framework Agreement. Rather, the University must reorder its expenditure allocation (i.e., its priorities) in order to ensure a reasonable balance between the salary of members of the bargaining unit and other expenditures.

3.14 The University is aware of its ongoing contractual obligation under the Framework Agreement to budget on an annual basis an amount to pay for the cost of faculty salaries from the Operating Fund that preserves a reasonable balance between the salary of members of the bargaining unit and other expenditures. It appears in preparing its budget and in making its general wage increase proposal that the University has not done so. Based on surpluses the University has reported between 2006 and 2012 (shown in paragraph 3.06), the Association’s proposals would not come close to putting the University in a deficit situation with respect to the GPOF.

3.15 The Association submits that the task of the Arbitration Board is to apply the criteria under the Framework Agreement to ensure that the University meets its contractual obligations regardless of the manner in which the University has constructed its budget.

3.16 The failure of the University to budget for appropriate faculty salary increases is particularly significant in light of the language of Article 11.02(e) (p. 14) which links the reasonable balance with the “central role of faculty members” in achieving the primary academic purpose of the University.

3.17 It is the position of the Association, based on the findings of Ms. Joy, as reported in the PwC report, that the University has the ability to pay, within the meaning of the Framework Agreement, the cost of the proposals that have monetary implications. (See PwC Report, p. 12, para. 64).

4. Jurisprudence and the “Ability to Pay”

4.01 In compensation-related interest arbitrations, the general focus of arbitrators is to determine what level of salary or compensation would be fair and reasonable. Where an employer argues that it does not have the ability to pay a certain level of salary, the onus is on that employer to establish that this is, in fact, the case. A good statement of
the type of evidence that an employer will be expected to lead in making an (in)ability to pay argument is found in the following comments of Arbitrator Larson:

It ought to be obvious that such evidence falls pitifully short of establishing the level of the Employer’s ability to pay. There was no coherence to the financial data put to the board. To the extent that it existed the evidence was limited to funding and there obviously was no attempt to make that comprehensive. No evidence was put on expenditures. Under those circumstances, for the Employer to state that it is unable to pay more than 6% in the first year and 5% in the next amounts to a request that the board take it on faith.

In order for an employer to establish the level of its ability to pay, it will be required to present a board of arbitration with full and complete financial data. It will be necessary to show not only the amount of funding available, but also evidence on the application of those funds and the net amounts available for wages and salaries. It will be necessary to permit an arbitration board to examine budgets, financial statements, accounts and any other relevant data through witnesses qualified and authorized to speak to the allocation of those funds. It will be necessary to show the total financial resources available to the employer.

This cannot be done by the presentation of incoherent financial data. Nor will it be sufficient to present a budget. Without more, a budget represents estimates of spending but not ability to spend. One would expect that the ability of an employer to spend would be shown rather by demonstrating that the funding available is limited, that there is no possibility of allocating funds between accounts, that there are no surplus or secret funds available to the employer; that there are no supplementary funds available to the employer and that there is no ability to raise and/or carry a deficit.

That list is not necessarily exhaustive. But we trust that the point has been made. In order to determine the employer’s financial ability to pay any given level of compensation increase, it will be necessary to present the financial data necessary to establish it. …

**Crossroads Treatment Centre Society v. Hospital Employees’ Union, Local 180 (Employee Status Grievance), [1983] BCCAAA No. 652 (Larson) (Tab 5, (at paras. 137-140))**

4.02 In *Niagara (Regional Municipality) Police Services Board and Niagara Region Police Assn. (Re), [1997] OLAA No. 1116 (Jackson) (Tab 6)*, Arbitrator Jackson discussed the issue of public sector revenue generation in the policing context. He stated:

The current arbitration board’s definition of “ability to pay” derives from Mr. Shime’s words. We define “ability to pay”, not as an employer’s short-term *fiscal* capacity but as its presumptive ability to justify to the public the necessity of any tax increase that might be required to pay for the award. In the final analysis, it is the *employer* who must be the ultimate judge of that capacity because it is the employer who will have to make the decision as to the balance between a tax increase and a reduction of services (subject, in the police setting, to the approval of OCCOPS if layoffs are the result).
While it is the public-sector employer who must ultimately be the judge of its own "ability to pay", on the other hand, the arbitration board cannot be completely blind to it; indeed, we are required by Section 122 of the Police Services Act to consider it. The test, then, is the arbitration board’s view of what a majority of fair-minded, well-informed taxpayers would consider to be a fair and reasonable award, even if it meant tax increases. The greater the tax increase required to support the arbitration award, the more confident the board must be that that award is a reasonable and credible one, one that a majority of fair-minded, well-informed taxpayers would see as reasonable and fair. This squares precisely with another of the new criteria, "the extent to which services may have to be reduced, if the current funding levels are not increased". If services are to be reduced, then that is an operational and political decision which the employer, not the arbitration board, must make. On the other hand, the greater the probability of that happening, the greater the onus on the arbitration board to be confident that its award is a fair and reasonable one, one that would be understood and supported by a majority of the informed, fair-minded public.

Logically, what is fair and reasonable in the circumstances should not be influenced by the fact that one level of government has made a policy decision with respect to public finances. That government has said nothing, and has offered no evidence, of police salaries being too high or of police compensation being too generous; it has simply said that aggregate public spending is too high, and that it is reordering provincial finances. And, while the government has also said that local taxes should not be raised, it cannot have everything: it cannot cut its grants to the Police Service Board by over 8%, foreclose an increase in local taxes, and leave compensation intact. However, without some convincing evidence that police salaries and benefits are too high, relative to those of other occupations and professions, it would be completely unjust and inappropriate for this arbitration board to conclude that, of the three variables -- provincial grants, local taxes and police compensation -- it is police compensation that has to give. We anchor this logic, again, in the proposition that, if the public wants a service, then it should be prepared to pay a fair price for it. The question becomes, then, how does one determine a "fair price"?

(at paras. 54-56, emphasis added)

In The Ottawa Police Services Board -and- The Ottawa Police Association, October 5, 2004 (Kaplan) (Tab 7), Arbitrator Kaplan described the impact of an employer’s budgetary decisions on its ability to pay in the following terms:

... In that regard, while the employer sought to rely on its inability to pay, the evidence compelling [sic] demonstrates an unwillingness not inability to pay with the justification and the criteria of "ability to pay" advanced in order to avoid the normative application of the results of replication and comparability, the most important of all the commonly accepted and applied criteria. As Arbitrator Swan indicated in Hamilton Police Services Board and Hamilton Police Association (unreported decision dated July 9, 2002): "To whatever extent the Board bases its argument on the budgetary allocation made by the City ... It will be obvious that a municipal council cannot, simply by a budgetary process, control the interest arbitration process ... While budgetary allocations are certainly entitled to consideration, they cannot be given a status which would permit municipalities to
trump all of the other considerations which go into establishing fair and reasonable salaries for employees subject to mandatory interest arbitration. To do so would render the interest arbitration provisions of the *Police Services Act* essentially meaningless” (at 3).

(at pp. 2-3)

4.04 In the *1997 Award, supra* *(Tab 4)*, Arbitrator Larson has interpreted this test as requiring a finding that the University has the “ability to pay” any award that preserves a “reasonable balance” between salary expenditures and other expenditures. Fiscal restraints may be balanced against the need to preserve a reasonable balance, but such considerations should not trump the importance of preserving a “reasonable balance” between salaries and expenditures. As Arbitrator Larson stated:

... the relationship between salaries and other expenditures is a central or primary criterion to be used in the determination of ability to pay but it is not an exclusive one. It follows that evidence of the difficulties had by the University in managing its revenues and expenses is relevant to the general issue of ability to pay, which may properly be taken into account by the arbitration board in reaching its decision but, in the end, the most important criterion is that of reasonable balance.

(at para. 26)

4.05 The University’s financial circumstances must also be viewed in light of spending decisions which it has made, and will continue to make in the future. Decisions to allocate resources to other spending areas should not be permitted to support a claim of inability to pay. In *Public Service Alliance of Canada v. Burnt Church (Esgenoòpetitj) First Nation*, [2006] CLAD No 522 (Kuttner) *(Tab 8)*, Arbitrator Kuttner made the following observations:

Each of the situations described here is illustrative of the weakness of an ability to pay argument based solely on the operating budgets drawn up by BCFN. The budgets themselves are the product of conscious decisions taken by BCFN as to revenue allocation and operational expenditure. Even within the context of the severe economic constraints under which BCFN must operate, such decisions in effect impose upon members of the bargaining unit the burden of subsidizing the community by accepting substandard wages in place of those found in the collective agreement. To this point the Board has focused on the immediate public employer -- BCFN. It turns now to consider the issue of ability to pay within the context of the relationship between BCFN and its principal funding agency -- the Government of Canada.

(at para. 45)

4.06 In *Toronto Transit Commission v Amalgamated Transit Union, Local 113*, [2012] CanLII 51346 (ON LA) *(Burkett)* *(Tab 9)*, Arbitrator Burkett was appointed to adjudicate the remaining issues in dispute between the Parties following enactment of the *Toronto Transit Commission Labour Disputes Resolution Act* of 2011. In exercising his function under the *Act*, the arbitrator was required to take into consideration all factors he/she considers relevant, including the following criteria:

1. The employer's ability to pay in light of its fiscal situation;
2. The extent to which services may have to be reduced, in light of the decision or award, if current funding and taxation levels are not increased;

3. The economic situation in Ontario and the City of Toronto;

4. A comparison, as between the employees and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed;

5. The employer's ability to attract and retain qualified employees;

6. The purposes of the Public Sector Dispute Resolution Act, 1997.

The purposes of the Public Sector Dispute Resolution Act, 1997, as referenced above, are:

a) To ensure the expeditious resolution of disputes through collective bargaining;

b) To encourage the settlement of disputes through negotiation;

c) To encourage best practices that ensure the delivery of quality and effective public services that are affordable to taxpayers.

(at p. 3)

At p. 7 of the award, the arbitrator noted:

The answer to the question -- ability to pay what? -- is that, were it not for the TTC-related fiscal considerations raised by the Employer, the award, having regard to the general fiscal environment and to the comparator freely negotiated settlements, would be for 2% annual across the board wage increases. On a close analysis, I have not been convinced that the fiscal reality that forms the basis for the application of the first three statutory criteria overrides the fourth criterion that requires a comparison between these employees and those doing comparable work, especially in circumstances where a clear pattern in this regard already exist. While there can be no dispute that the economy is struggling and that the Employer is under budgetary constraint, a comparative pattern has been set and it has been set at a level that can and should be met by the Employer. It should be met by the Employer because it is consistent with the past bargaining between these Parties and because the fiscal constraints are not so severe as to prevent the Employer from meeting the pattern. The application of the fifth and sixth criteria does not dissuade me in this regard.

(emphasis added)

4.07 Of considerable significance to the adjudication of monetary issues before you is the often cited award of Justice Warren Winkler, the Chair of an interest award between the University of Toronto and the University of Toronto Faculty Association. At issue was an award that addressed salaries and benefits for a two year period, commencing July 1, 2005 and concluding June 30, 2007 (see Tab 12). The award identified two general principles which serve as "key pillars in the contextual framework of this award:"
1. The first is the “replication principle” which need not be explained further here.

2. “[7] The second underlying principle is found in the mutual commitment of the University and the Association to ensuring that the University is a leader among the world’s best teaching and research institutions of higher learning.”

Winkler Award (University of Toronto), Tab 12, at p. 3

The following passages from that award are also apposite:

[8] It is obvious that in the context of this dispute, the two principles are inextricably interrelated. 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.

Winkler Award (University of Toronto) (supra), Tab 12, at p. 3

[18] This reasoning brings us full circle to revisit the common ground between the parties regarding the commitment to the pursuit of excellence. As both parties are surely aware, more than mere lip service to the ideal is required for the due administration and execution of a commitment to excellence. In that respect, the University acknowledges that “the excellence of the University owes much to the quality of its faculty and librarians”. However, as the Association similarly implicitly acknowledges, “comparability and general economic conditions” are relevant factors providing a context within which the panel might determine what degree of influence adherence to the principle would exert in bargaining.

Winkler Award (University of Toronto) (supra), Tab 12, at p. 8

[19] In our view, while the commitment to excellence is clearly a significant factor in the relationship between the University and the Association, assessing its impact on the bargaining requires that it be considered in the context of the “marketplace” in which it is pursued.

Winkler Award (University of Toronto) (supra), Tab 12, at p. 8

[20] In essence, 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. (at p. 8)

Winkler Award (University of Toronto) (supra), Tab 12, at p. 8
What is significant about the portions of the award cited above is that 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 same should occur at UBC.

5. Criteria to be Considered Once Ability to Pay is Established

5.01 Once the Arbitration Board is satisfied that the University has the ability to pay the cost of the Association’s monetary proposals, it must consider the criteria described in sections (i) to (iv) of Article 11.02(e) (p. 14).

5.02 The Need for the University to Maintain its Academic Quality by Retaining and Attracting Faculty of the Highest Calibre (Article 11.02(e)(i)).

5.02.1 The University’s offer of general wage increases for 2012-2014 does not advance the objective of maintaining the academic quality of the University as set out in its vision statement.

5.02.2 Retention is a particular problem for the University, as evidenced by: 1) the University’s Workplace Experiences Survey; 2) the University’s pursuit of retention money during the 2006 and 2012 rounds of Collective Bargaining; and 3) the University’s invocation of Article 15.02 during 2011-2012 (p. 18). These issues are outlined in the points below.

5.02.3 Evidence from the University’s Workplace Experiences Survey, conducted in November 2011, and administered by Ipsos Reid, one of the world’s leading survey research firms, indicates that a very large percentage of faculty members are likely to leave the University in the next three years. The desire to earn a higher salary is a significant reason given. In Vancouver, 29% of the Professoriate, 22% of Instructors, and 37% of Sessionals and Lecturers state that they are somewhat or very likely to leave UBC in the next three years. (UBC Workplace Experiences Survey 2011, p. 13 of the UBCV Professorial report and UBCV Instructors report, and p. 13 of the UBCV Sessional report). In the Okanagan, 27% of the Professoriate and 43% of Sessionals and Lecturers reported that they are somewhat or very likely to leave UBC in the next three years (there were not enough Instructors to report on) (UBC Workplace Experiences Survey 2011, p. 13 of the UBCO Professorial report and the UBCO Sessional report). Salary was consistently reported as a significant reason for wanting to leave. Among the Vancouver Professoriate (by far and away the largest faculty group in the bargaining unit) who reported they were likely to leave, 29% cited “to increase salary” as a reason. (UBC Workplace Experiences Survey 2011, p. 30 of the UBCV Professorial report). 27% of Instructors and 52% of Sessionals and Lecturers cited salary as a determinative factor in considerations of seeking work elsewhere. (UBC Workplace Experiences Survey 2011, p. 30 of the UBCV Instructors report and UBCV Sessional report). In the Okanagan, 18% of the Professoriate and 54% of Sessionals and Lecturers who reported they were likely to leave cited salary as the factor. (UBC Workplace Experiences Survey 2011, p. 30 of the UBCO Professorial report and the UBCO Sessional report). (Survey results reported above at Tab 17 in the Book of Evidence.)
5.02.4 The University demonstrated its concerns about retention during recent rounds of bargaining. The 2006-2010 Collective Agreement included $3.2 million to be distributed over the “four years of the Agreement, with no more than $400,000 to be distributed in the first year (2006-2007), no more than $800,000 in the second year (2007-2008) and no more than $1 million in the third year (2008-2009).” Left unspoken in the Collective Agreement, but understood at the bargaining table, was that any retention money not spent between 2006 and 2009 would have to be paid out for 2009-2010.

5.02.5 In the 2010-2012 round of bargaining the University’s bargaining team claimed that it was under a mandate from its principals to settle for a net zero increase in compensation, and therefore proposed neither across-the-board salary increases nor retention monies. Nevertheless, the University signaled its overall need for retention money in two ways. First, when the 2010-2012 agreement was being put together for distribution to members, the University insisted strongly that it wanted the Association to keep the paragraphs about retention in the Agreement (Article 6 in Salaries and Economic Benefits, p. 46) even though the language did not apply in the 2010-2012 Agreement. This discussion was not something that occurred during the round of bargaining itself, but afterwards, during meetings for the implementation of the Collective Agreement. Second, during the life of the 2010-2012 Collective Agreement, the University used Article 15.02 of the Framework Agreement (p. 18) to provide for a form of retention money.

5.02.6 Article 15.02 of the Framework Agreement (p. 18) provides for a form of retention money as follows:

If collective bargaining for the year has been concluded and no provision has been made for a salary increase, the University may nevertheless allocate funds for dealing with inequities and anomalies to an amount not exceeding 0.15% of the salaries of those who were members of the bargaining unit on June 30 of the preceding academic year and who continued to be such members on July 1 immediately following.

5.02.7 The Article (p. 18) effectively provides a mechanism for the University to address some retention issues in years where there are no salary increases. Under this formula, the amount available for 2011-2012 was approximately $480,819. The University adjusted the salaries of 25 faculty members, for a total of $262,187. In the individual justifications given to the President of the Faculty Association for providing salary increases for these individuals, in most cases the University noted that the individuals had been given offers from other universities or were otherwise deemed a flight risk.

5.02.8 In the most recent round of bargaining, the University again proposed a retention fund as part of its salary offer. The October 23 offer allocated $1.2 million of the proposed general wage increase for retention over the life of the Agreement.

5.02.9 The University’s attempts to negotiate retention into the 2012-2014 Collective Agreement, as well as its use of Article 15.02 (p.18) during 2010-2012, is clear evidence that the University is experiencing retention issues. It would be
disingenuous for the University to assert that it does not have a retention issue in light of the above evidence.

5.02.10 Neither the Faculty Association nor UBC conducts formal exit interviews with employees who leave the University. Consequently it is difficult to know exactly why people leave. However, we can estimate how many members leave UBC in any given three-year period, and their age distribution. There were 3,260 members of the bargaining unit in November 2006. Of those, 555 (17%) had left the bargaining unit by November, 2009 and did not reappear subsequently (in other words the 555 members who left between November 2006 and November 2009 does not include those on unpaid leave or secondment in November 2009 and who subsequently came back into the bargaining unit). 20% of those who left were 65.5 years of age or older by November 2009 and can fairly be said to have retired. 50% of those who left were below the age of 51.7 years of age by November 2009 and can fairly be said to have resigned. The remaining 30% were between the ages of 51.7 years and 65.5 years of age on November 2009, and likely represent a mix of resignations and retirements that cannot be determined from the data. From this exercise, we can conclude that over the three-year period 2006-2009, 17% of all members left the bargaining unit and somewhere between 50% and 80% of those (or between 8.5% and 13.6% of all members) resigned, taking jobs elsewhere. In Paragraph 5.02.3 we discussed some of the results of the University’s Workplace Experiences Survey, which found that one of the primary factors faculty members cited for considering leaving the University was salary.

5.02.11 One final issue related to the topic of attraction and retention is the cost of housing in Vancouver. The Canadian Real Estate Association compiles average real estate prices for a variety of Canadian cities. Table 2 presents a comparison of housing prices for Vancouver, Toronto, Edmonton, Calgary, and Montreal for 2011 and 2012.

<table>
<thead>
<tr>
<th></th>
<th>Vancouver</th>
<th>Toronto</th>
<th>Edmonton</th>
<th>Calgary</th>
<th>Montreal*</th>
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<tr>
<td>December 2012</td>
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<td></td>
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<tr>
<td>(average price)</td>
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<td>December 2011</td>
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<tr>
<td>(average price)</td>
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<td>Year/Year change</td>
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<td>6.00%</td>
<td>4.40%</td>
<td>6.90%</td>
<td>4.50%</td>
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*September 2011 and September 2012
Table 2 shows that Vancouver housing prices dropped about 8% between 2011 and 2012. However, there remains a significant difference in average housing prices between Vancouver and the other major cities in Canada. Vancouver's housing prices are easily 30 percent higher than Toronto, which has the next highest housing costs. Edmonton’s housing costs are less than half of Vancouver’s. Montreal’s average housing price is around 40 percent of Vancouver’s. Calgary is more expensive than Edmonton, but less expensive than Toronto.

Toronto, Edmonton, Calgary and Montreal were chosen as comparators because each of these cities is home to universities that are very well ranked nationally, and some even internationally. Thus, they pose alternative job opportunities to candidates who apply to UBC.

The University is aware of the challenges of housing prices in Vancouver, and addresses this when recruiting senior administrators or encouraging faculty members to take on senior administrative roles. A Freedom of Information Act request that was responded to by the University in December 2012 lists the interest free loans that UBC gave to administrators and faculty in recent years. Table 3 shows the list of administrators and their roles. The size of the loans for administrators was substantial. In total, the University provided $7,934,458 in interest-free loans to 18 administrators, at an average loan of $440,803. The median loan to senior administrators was $500,000.

UBC also tries to help faculty members struggling with housing costs, through its faculty housing assistance program for Vancouver faculty, started in 2009. (Note: no such program exists at the Okanagan campus, even though UBCO administrators are apparently eligible for housing help.) Under UBC’s housing assistance program, tenure-stream faculty with less than 10 years employment at the University who are buying their first home are eligible for a forgivable interest-free loan of up to $45,000 for a period of five years or mortgage interest assistance of up to $50,000 over a five year period. Many of the senior administrators listed in Table 3 were not buying their first homes, although this is a requirement UBC makes for faculty under the University’s housing assistance program.

Under the Freedom of Information release, it would appear that 27 members of the bargaining unit (3 Heads, 1 Assistant, 3 Associate, and 20 full Professors) have taken advantage of housing assistance loans. Although the cost of living in Vancouver is no less for the professoriate than it is for senior administrators, the amount available in loans is considerably smaller for faculty members. The loans to these 27 individuals total $3,800,000, with an average of $140,741 per faculty member. The median loan to faculty members was $70,000. The size of these loans actually exceeds the amount stated to be given through UBC’s housing assistance program ($50,000), suggesting the University is aware that the housing assistance program is inadequate.
Table 3. Interest-Free Loans to Senior Administrators

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Faculty</th>
<th>Original Principal</th>
<th>Remaining Principal</th>
<th>UBC Hire Date</th>
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<td>Buszard, Deborah</td>
<td>Deputy Vice Chancellor &amp; Principal</td>
<td>UBCO</td>
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<td>$493,750</td>
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<tr>
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<td>UBCO</td>
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<td>Hepburn, John</td>
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<td>$77,708</td>
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<td>Cowin, Louise</td>
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<td>Sullivan, Brian</td>
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<td>$541,750</td>
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<td>Todd, Jeff</td>
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<td>Aboulnasr, Tyseer</td>
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<td>Applied Science</td>
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<td>$455,200</td>
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<td>Averill, Gage</td>
<td>Dean</td>
<td>Arts</td>
<td>$500,000</td>
<td>$479,200</td>
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<tr>
<td>Bobinski, Mary Anne</td>
<td>Dean</td>
<td>Law</td>
<td>$500,000</td>
<td>$393,500</td>
<td>Jul-03</td>
</tr>
<tr>
<td>Helsley, Robert</td>
<td>Dean</td>
<td>Sauder School of Business</td>
<td>$600,000</td>
<td>$592,500</td>
<td>Jul-12</td>
</tr>
<tr>
<td>Muzyka, Daniel</td>
<td>Former Dean</td>
<td>Sauder School of Business</td>
<td>$500,000</td>
<td>$67,710</td>
<td>Jul-99</td>
</tr>
<tr>
<td>Peacock, Simon</td>
<td>Dean</td>
<td>Science</td>
<td>$500,000</td>
<td>$419,600</td>
<td>Jul-06</td>
</tr>
<tr>
<td>Sindelar, Robert</td>
<td>Dean</td>
<td>Pharmaceutical Sciences</td>
<td>$300,000</td>
<td>$156,250</td>
<td>Sep-02</td>
</tr>
<tr>
<td>Stuart, Gavin</td>
<td>Dean</td>
<td>Medicine</td>
<td>$500,000</td>
<td>$295,000</td>
<td>Sep-03</td>
</tr>
<tr>
<td>DeWitt, Dawn</td>
<td>Associate Dean</td>
<td>Medicine</td>
<td>$250,000</td>
<td>$247,917</td>
<td>Jan-12</td>
</tr>
</tbody>
</table>

| Sum                  | $7,934,458                                        | $6,422,872  |
| Average              | $440,803                                          | $356,826    |


5.02.18 The interest-free loans to senior administrators is a clear example of how the University budgets to ensure that it attracts and retains high calibre senior administrators. It does not do so to the same extent for faculty members, which is the employee group, as is made clear by the University's vision statement and the
Collective Agreement, that is central to the core vision of the University. This lack of equivalent housing help speaks to the importance of general wage increases for faculty members to address the cost of living issues in Vancouver and to avoid attraction and retention issues for the University. As we will show below, it is Associate Professors, i.e., generally faculty members who have been at the University 8 years or more, whose salaries show the most erosion compared to the University of Toronto salaries, and who are most likely to be looking to buy a home in Vancouver. (Newly hired junior faculty members (i.e., assistant professors and instructors), unlike newly hired or promoted senior administrators are not likely to buy housing in the early years of their career, because it is not affordable. Even senior administrators, who are paid considerably more than assistant professors, need sizable housing loans from the University in order to buy houses.)

5.03 Changes in the Vancouver and Canadian Consumer Price Indices (Article 11.02(e)(ii)).

5.03.1 Central to retaining and attracting the highest calibre faculty are the salaries that are paid to faculty members. In light of the high cost of living in Vancouver, and in particular the cost of housing, fair and reasonable salary settlements are absolutely fundamental to achieving the objectives described in Article 11.02(e)(i) (p. 14), i.e., retaining and attracting faculty of the highest calibre.

5.03.2 Collective bargaining has been severely affected by the Public Sector Employer’s Council (PSEC) interference in the process over the past 10 years. In the most recent settlement (2010-2012) the Association received a 0% general wage increase in each of the two years, meaning members of the Association have received no general wage increase since the 2009-10 academic year. Table 4 shows the impact of PSEC. In the nine years from 2003 through 2011, four of those years saw a 0% increase. This interference has contributed significantly to how UBC faculty salaries have fallen behind their comparators.

Table 4. UBC FA Salary Increases, 2003-2012

<table>
<thead>
<tr>
<th>Year</th>
<th>July 1 – June 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003</td>
<td>2.0</td>
</tr>
<tr>
<td>2004</td>
<td>0</td>
</tr>
<tr>
<td>2005</td>
<td>0</td>
</tr>
<tr>
<td>2006</td>
<td>2.68</td>
</tr>
<tr>
<td>2007</td>
<td>2.86</td>
</tr>
<tr>
<td>2008</td>
<td>3.31</td>
</tr>
<tr>
<td>2009</td>
<td>3.32</td>
</tr>
<tr>
<td>2010</td>
<td>0</td>
</tr>
<tr>
<td>2011</td>
<td>0</td>
</tr>
<tr>
<td>2012</td>
<td></td>
</tr>
<tr>
<td>Total Increase (2002-2011)</td>
<td>14.17</td>
</tr>
</tbody>
</table>

5.03.3 The inflation rate in Canada, and in every province and city in Canada, is influenced by Bank of Canada’s monetary policy, which in turn is determined by the Bank of
Canada’s inflation target rate. Since 1991 the target range has been 1 to 3 per cent, with the Bank’s monetary policy aimed at keeping inflation at the 2 per cent target midpoint:

The inflation-control target was adopted by the Bank and the Government of Canada in 1991 and has been renewed five times since then, most recently in November 2011 for the five years to the end of 2016. The target aims to keep total CPI inflation at the 2 per cent midpoint of a target range of 1 to 3 per cent over the medium term. The Bank raises or lowers its policy interest rate, as appropriate, in order to achieve the target typically within a horizon of six to eight quarters—the time that it usually takes for policy actions to work their way through the economy and have their full effect on inflation.

Source: http://www.bankofcanada.ca/rates/indicators/key-variables/inflation-control-target/

5.03.4 Since the introduction of monetary targeting the Bank has been very successful in maintaining an annual inflation rate at of approximately 2%. Between 1990 and 2000 inflation in Canada, as measured by the Consumer Price Index, averaged 1.98% per year, and between 2000 and 2010 Canadian CPI inflation averaged 2.02%.

<table>
<thead>
<tr>
<th>Year</th>
<th>Canada CPI % change</th>
<th>BC CPI % change</th>
<th>Vancouver CPI % change</th>
<th>UBCFA GWI</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>100.5</td>
<td>100.6</td>
<td>100.5</td>
<td>2.00</td>
</tr>
<tr>
<td>2003</td>
<td>102.6 2.09%</td>
<td>102.2 1.59%</td>
<td>101.9 1.39%</td>
<td>0.00</td>
</tr>
<tr>
<td>2004</td>
<td>105.0 2.34%</td>
<td>104.7 2.45%</td>
<td>104.5 2.55%</td>
<td>0.00</td>
</tr>
<tr>
<td>2005</td>
<td>107.1 2.00%</td>
<td>106.6 1.81%</td>
<td>106.5 1.91%</td>
<td>0.00</td>
</tr>
<tr>
<td>2006</td>
<td>109.6 2.33%</td>
<td>108.8 2.06%</td>
<td>108.5 1.88%</td>
<td>2.68</td>
</tr>
<tr>
<td>2007</td>
<td>112.0 2.19%</td>
<td>110.5 1.56%</td>
<td>110.7 2.03%</td>
<td>2.86</td>
</tr>
<tr>
<td>2008</td>
<td>115.8 3.39%</td>
<td>114.2 3.35%</td>
<td>114.7 3.61%</td>
<td>3.31</td>
</tr>
<tr>
<td>2009</td>
<td>114.7 -0.95%</td>
<td>112.4 -1.58%</td>
<td>112.9 -1.57%</td>
<td>3.32</td>
</tr>
<tr>
<td>2010</td>
<td>116.8 1.83%</td>
<td>114.6 1.96%</td>
<td>115.7 2.48%</td>
<td>0.00</td>
</tr>
<tr>
<td>2011</td>
<td>120.0 2.74%</td>
<td>116.6 1.75%</td>
<td>117.5 1.56%</td>
<td>0.00</td>
</tr>
<tr>
<td>2012</td>
<td>121.5 1.25%</td>
<td>117.9 1.11%</td>
<td>119.2 1.45%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2002-2011 19.40%</th>
<th>2002-2012 20.90%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15.90%</td>
<td>17.20%</td>
</tr>
<tr>
<td></td>
<td>16.92%</td>
<td>18.61%</td>
</tr>
<tr>
<td></td>
<td>14.17%</td>
<td></td>
</tr>
</tbody>
</table>

Source: Statistics Canada, CANSIM Table 326-0021, and UBCFA-UBC Collective Agreement, various years.

5.03.5 The current Collective Agreement between the Association and UBC commenced on July, 2010. Table 5. Annual Percent Change in the Consumer Price Index, 2003-
2012 and Annual GWI, UBCFA (based on July 1 - June 30) shows the annual percentage change in the Consumer Price Index between 2003-2012 (July 1 - June 30) and the annual general wage increase for the Faculty Association over that same period.

5.03.6 The CPI values are the Consumer Price Index in July of the relevant year. The percentage change in the CPI is thus measured on a July-July basis, rather than on a calendar year basis so that it corresponds more closely with UBCFA wage settlements, which come into effect on July 1. Thus the percentage change value for (say) 2003 represents the percentage change in the CPI between July 2002 and July 2003. The UBCFA GWI in any given year is the general wage increase that commenced on July 1 of that year. Since the 2012-2014 Collective Agreement has not been concluded there is one fewer observation for that column.

5.03.7 Measured from July 2002 to July 2011 (9 years), as shown in Table 5, the CPI rose for each of Canada, BC, and Vancouver by more than the cumulated general wage increases at UBC. Thus, general wage increases have not kept pace with CPI, not just in the last two years, but over a longer period as well. This conclusion is not the result of picking a start date of July 2002. Between 1992 and 2002 general wage increases at UBC have been either 0% (6 times), 1% (2 times), or 2% (3 times), at a time when inflation averaged approximately 2% per annum.

5.03.8 The Association's proposed across-the-board increase is modest. It begins to address inflation issues. However, as shown in the discussion of the salaries at comparator universities in section 5.05, it is inadequate to achieve the goal of bringing UBC faculty salaries closer in line with the University of Toronto and the University of Alberta.

5.03.9 One thing Table 5 does not show clearly, is how expensive it is to live in Vancouver. A study published in 2012 by The Economist, looking at the cost of living worldwide in 2011, found that Vancouver is the most expensive city to live in North America, and one of the most expensive in the world.

http://www.economist.com/blogs/graphicdetail/2012/02/daily-chart-7

5.04 Changes in B.C. and Canadian Average Salaries and Wages (Article 11.02(e)(iii))
5.04.1 The annual percentage change in average wages from 2003 to 2012 (on a calendar year basis for BC and Canada) is given in Table 6.

5.04.2 The values in Table 6 represent the percentage increase in average annual wages in a calendar year from the previous year. Consequently the values for 2003 represent the percentage change from 2002. As in Table 5, the UBCFA GWI in any given year is the General Wage Increase that commenced on July 1 of that year. As Table 6 indicates, wage increases for employees in Canada were about twice as high as wage increases for UBC faculty members between 2002 and 2011. Wage increases were about 1.78 times higher for employees in British Columbia than they were for UBC faculty members between 2002 and 2011.
Table 6. Annual Percent Change in Average Weekly Wages, 2003-2012

<table>
<thead>
<tr>
<th>Year</th>
<th>BC</th>
<th>Canada</th>
<th>UBC FA (July 1 – June 30)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003</td>
<td>2.3</td>
<td>2.0</td>
<td>2.0</td>
</tr>
<tr>
<td>2004</td>
<td>0.4</td>
<td>2.6</td>
<td>0</td>
</tr>
<tr>
<td>2005</td>
<td>2.6</td>
<td>3.4</td>
<td>0</td>
</tr>
<tr>
<td>2006</td>
<td>3.0</td>
<td>3.5</td>
<td>2.68</td>
</tr>
<tr>
<td>2007</td>
<td>2.9</td>
<td>3.2</td>
<td>2.86</td>
</tr>
<tr>
<td>2008</td>
<td>4.1</td>
<td>4.2</td>
<td>3.31</td>
</tr>
<tr>
<td>2009</td>
<td>2.6</td>
<td>2.8</td>
<td>3.32</td>
</tr>
<tr>
<td>2010</td>
<td>3.1</td>
<td>2.1</td>
<td>0</td>
</tr>
<tr>
<td>2011</td>
<td>1.8</td>
<td>2.4</td>
<td>0</td>
</tr>
<tr>
<td>2012</td>
<td>2.0</td>
<td>3.2</td>
<td></td>
</tr>
<tr>
<td>2002-2011</td>
<td>25.20</td>
<td>29.44</td>
<td>14.17</td>
</tr>
<tr>
<td>2002-2012</td>
<td>27.7</td>
<td>33.6</td>
<td></td>
</tr>
</tbody>
</table>

**Source:** Statistics Canada Labour Force Survey

5.04.3 Wages have risen in Canada and in BC by significantly more than the rise in the consumer price index. For example, wage growth in BC outpaced increases in the Consumer Price Index by 9.83 points. In other words, real wages grew by 9.83% over that time, on average. By contrast, as demonstrated in our discussion of Table 5, general wage increases for UBCFA members have not even kept pace with inflation.

5.04.4 Thus, the evidence on wage increases in Canada and in BC over time supports the position that a 10% general wage increase over two years is an extremely modest proposal from the Association, given changes in B.C. and Canadian Average Salaries and Wages.

5.05 **Salaries and benefits at other Canadian universities of comparable academic quality and size (Article 11.02(e)(iv)).**

Article 11.02(e)(iv) (p. 15) asks the arbitrator to turn his mind to the salaries and benefits at other Canadian universities of comparable academic quality and size. Below we examine quality first, and then size, in order to adduce a set of comparators for examining the relationship of UBC faculty salaries and benefits to other Canadian universities.

**A) Academic Quality**

5.05.1 The University of British Columbia is the largest university in the province. While it is the province’s premier university, it is also one of the top research universities in Canada. The University refers to and relies heavily on national and international rankings, and watches them carefully, providing comment when rankings are positive and when a ranking does not meet the University’s expectation.

5.05.2 For instance, the minutes of the March 28, 2012 meeting of the Okanagan Senate report that President Toope “cited the Times Higher Education Reputational
rankings placing UBC in 25th place in the world; **Professor Toope characterized this as an extraordinary achievement for a University that has become globally influential.***

(emphasis added)

5.05.3 The Times Higher Education World Reputation Rankings is based on “the considered expert judgment of senior, published academics - the people best placed to know the most about excellence in our universities.” As The Times reports, the survey provides “the definitive list of the top 100 most powerful global university brands.”

Source: [http://www.timeshighereducation.co.uk/world-university-rankings/](http://www.timeshighereducation.co.uk/world-university-rankings/)

5.05.4 In the minutes of the September 2011 meeting of the University’s Vancouver Senate, President Toope showed concern with the 2011 QS World rankings conducted by Shanghai Jiao Tong University Institute of Higher Education, in which UBC had dropped from 44 in 2010 to 51 in the world. (In the same survey the University of Toronto moved up to 23 from 29 in 2010.) The minutes report:

> Professor Toope stated that in the latest Shanghai Jiao Tong rankings UBC’s position basically stayed constant, but there was a significant decrease our score in the Quacquarelli Symonds (QS) ranking, mainly based on faculty: student ratios. Professor Toope described this as odd, as UBC’s ratio is better than, for instance, the University of Toronto’s, yet they ranked much better than UBC on this measure. The President mentioned to Senate that UBC’s Planning & Institutional Research office evaluates external ranking systems and has concerns with QS’s methodology, reliability and transparency. He informed Senate of plans to converse with colleagues around Canada on frustration with data gathering in ranking systems but suggested that UBC does not want to enter into a public debate on this topic, and should only consider rankings by looking at a broad cross-section of them.

5.05.5 In short, UBC follows its rankings with other universities quite closely. It even posts its international rankings on its website at [http://www.ubc.ca/about/global.html](http://www.ubc.ca/about/global.html), starting with its 2003 ranking in the first international ranking of universities survey conducted, that by Shanghai Jiao Tong University Institute of Higher Education.

5.05.6 In **Table 7**, we report the national and international rankings of UBC and 9 comparator universities. In determining the set of universities that should be considered as comparable to UBC in terms of academic quality, we have relied on remarks given by David Naylor, President of the University of Toronto, during a talk he gave to Empire Club of Canada members in early March. The abridged text was published in the Financial Post on March 14 ([http://business.financialpost.com/2013/03/14/fending-off-the-university-attacking-zombies/](http://business.financialpost.com/2013/03/14/fending-off-the-university-attacking-zombies/)). His presentation and the accompanying data showing the University of Toronto’s comparators make clear that UBC is second only to the University of Toronto in terms of research excellence, and both universities rank considerably higher than the rest of the comparators.
5.05.7 *Maclean’s* University Rankings are likely the most widely known rankings of Canadian universities. The magazine issues an annual rankings guide, aimed at students and their parents. *Maclean’s* rankings are based on weightings that consider the following criteria: student awards and student-faculty ratios, faculty research and awards, expenses per full-time student, amount of research grants, student support, library and reputation. The rankings are based on publicly available data, much of it collected by government organizations.

**Table 7. Rankings of Comparator Universities**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Toronto</td>
<td>3</td>
<td>21</td>
<td>27</td>
<td>3</td>
<td>19</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>UBC</td>
<td>2</td>
<td>30</td>
<td>39</td>
<td>8</td>
<td>45</td>
<td>25</td>
<td>28</td>
</tr>
<tr>
<td>McGill</td>
<td>1</td>
<td>34</td>
<td>63</td>
<td>13</td>
<td>18</td>
<td>51</td>
<td>33</td>
</tr>
<tr>
<td>McMaster</td>
<td>6</td>
<td>88</td>
<td>92</td>
<td>*</td>
<td>152</td>
<td>116</td>
<td>98</td>
</tr>
<tr>
<td>Alberta</td>
<td>5</td>
<td>121</td>
<td>101-150</td>
<td>15</td>
<td>108</td>
<td>54</td>
<td>78</td>
</tr>
<tr>
<td>Montréal</td>
<td>12</td>
<td>84</td>
<td>101-150</td>
<td>*</td>
<td>114</td>
<td>171</td>
<td>106</td>
</tr>
<tr>
<td>Queen’s</td>
<td>4</td>
<td>201-225</td>
<td>201-300</td>
<td>*</td>
<td>175</td>
<td>255</td>
<td>289</td>
</tr>
<tr>
<td>Ottawa</td>
<td>10</td>
<td>171</td>
<td>201-300</td>
<td>*</td>
<td>*</td>
<td>184</td>
<td>199</td>
</tr>
<tr>
<td>Western</td>
<td>11</td>
<td>226-250</td>
<td>201-300</td>
<td>*</td>
<td>173</td>
<td>158</td>
<td>190</td>
</tr>
<tr>
<td>Waterloo</td>
<td>*</td>
<td>226-250</td>
<td>151-200</td>
<td>*</td>
<td>191</td>
<td>161</td>
<td>279</td>
</tr>
</tbody>
</table>

5.05.8 The international rankings shown in **Table 7** demonstrate that UBC is one of the very few elite institutions in Canada. UBC specifically references two international rankings on its website, Times Higher Education Reputation Ranking (UK) and Academic Ranking of World Universities (ARWU) which is produced by Shanghai Jiao Tong University.

5.05.9 Times Higher Education World University Rankings “are the only global university performance tables to judge world class universities across all of their core missions - teaching, research, knowledge transfer and international outlook.” Source: [http://www.timeshighereducation.co.uk/world-university-rankings/2011-12/world-ranking](http://www.timeshighereducation.co.uk/world-university-rankings/2011-12/world-ranking)

5.05.10 Academic Ranking of World Universities (ARWU) “uses six objective indicators to rank world universities, including the number of alumni and staff winning Nobel Prizes and Fields Medals, number of highly cited researchers selected by Thomson Scientific, number of articles published in journals *Nature* and *Science*, number of articles indexed in Science Citation Index - Expanded and Social Sciences Citation Index.”
Index, and per capita performance with respect to the size of an institution.” Source: http://www.arwu.org/aboutARWU.jsp

5.05.11 It is clear from the descriptions of how the Times Higher Education World University Rankings and the Academic Ranking of World Universities rankings are constructed, that the research and publications of faculty members bear the highest responsibility for the rankings achieved. In other words, these rankings are a measure of the strength and productivity of a university’s faculty members.

5.05.12 For 2012-2013, The Times Higher Education World University Rankings ranks UBC as the second-best university in Canada (30th best in the world) after the University of Toronto (ranked 21st best in the world). The only other Canadian universities in the top 100 are McGill (34th), Montreal (84th) and McMaster (88th).

5.05.13 The ARWU rankings nearly replicate the ordering if not the rank itself of these same schools, although Montreal does not make the top 100.

5.05.14 These international rankings are far from precise, but the overall consistency across a variety of different ranking platforms indicates that UBC and the University of Toronto are the top two universities in Canada. They also show that only a handful of Canadian universities are able to compete successfully on the international scene.

5.05.15 A relatively new ranking organization, the Higher Education Strategy Associates (HESA) (http://higheredstrategy.com) recently ranked Canadian universities on research excellence, including the number of articles published, the quality of the journals in which they were published, and the impact factor of the journals. These are all measures that demonstrate faculty productivity. UBC ranked 1 for Natural Science and Engineering disciplines, for both publications and grant funding, the two key measures of research excellence with this ranking agency. The agency then weighted the research and funding scores, with UBC coming out top overall in Science and Engineering disciplines. University of Montreal, University of Toronto, Ottawa and McGill rounded out the top 5. In the Social Sciences and Humanities, UBC ranked first in research publications, and second in SSHRC funding. These measures combined resulted in UBC scoring first overall in the Social Science and Humanities disciplines. McGill, University of Toronto, University of Alberta and Guelph rounded out the top 5. These results are somewhat consistent with the rankings that appear in Table 7. More importantly, however, in these rankings, which are direct measures of faculty research productivity, UBC ranked #1 in Canada for research excellence in both the Natural Science and Engineering disciplines, and in the Social Sciences and Humanities disciplines.


5.05.16 The University of British Columbia is ranked highly internationally, not for the quality of its senior administrators (although senior administrators make valuable contributions to the University), but for the quality of its faculty and their research endeavours. Thus, it can only make sense that UBC’s “compensation philosophy” (see para 5.05.1) should apply equally to its faculty and its senior administrators.
b) Size

5.05.17 Table 8 presents the sizes of the comparator universities, looking at undergraduate and graduate enrollment, and number of professors.

Table 8. Student Enrollment of UBC and Comparators for 2011 (preliminary) (rank ordered by full-time undergraduate enrollment)

<table>
<thead>
<tr>
<th>Rank</th>
<th>University</th>
<th>Full-time Undergraduate</th>
<th>Full-time Graduate</th>
<th>Part-time Undergraduate</th>
<th>Part-time Graduate</th>
<th>Professors (all ranks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Toronto</td>
<td>57,400</td>
<td>13,600</td>
<td>7,200</td>
<td>1,800</td>
<td>1693</td>
</tr>
<tr>
<td>2</td>
<td>UBC</td>
<td>33,280</td>
<td>8,750</td>
<td>12,090</td>
<td>1,780</td>
<td>1582</td>
</tr>
<tr>
<td>3</td>
<td>Alberta</td>
<td>29,140</td>
<td>5,930</td>
<td>870</td>
<td>1,410</td>
<td>1252</td>
</tr>
<tr>
<td>4</td>
<td>Ottawa</td>
<td>28,700</td>
<td>4,900</td>
<td>6,300</td>
<td>1,500</td>
<td>972</td>
</tr>
<tr>
<td>5</td>
<td>Montréal</td>
<td>24,500</td>
<td>9,110</td>
<td>9,040</td>
<td>2,250</td>
<td>1173</td>
</tr>
<tr>
<td>6</td>
<td>Western</td>
<td>22,800</td>
<td>4,800</td>
<td>2,600</td>
<td>540</td>
<td>854</td>
</tr>
<tr>
<td>7</td>
<td>Waterloo</td>
<td>22,400</td>
<td>3,700</td>
<td>1,500</td>
<td>1,100</td>
<td>811</td>
</tr>
<tr>
<td>8</td>
<td>McGill</td>
<td>22,160</td>
<td>6,630</td>
<td>4,790</td>
<td>2,260</td>
<td>1203</td>
</tr>
<tr>
<td>9</td>
<td>McMaster</td>
<td>21,900</td>
<td>3,300</td>
<td>3,200</td>
<td>630</td>
<td>648</td>
</tr>
<tr>
<td>10</td>
<td>Queen’s</td>
<td>16,400</td>
<td>4,400</td>
<td>3,700</td>
<td>300</td>
<td>607</td>
</tr>
</tbody>
</table>


5.05.18 University of Toronto is by far the largest university in Canada, with the largest full-time undergraduate and graduate programs, and employing the largest number of professors. UBC is second in size in its full-time undergraduate program, and the number of professors employed, and University of Alberta ranks third on these same two dimensions. These three universities represent the largest in Canada based on undergraduate population. None of the remaining universities are nearly as large, when looking at these dimensions combined.

C) Salaries at Comparator Universities

5.05.19 In May 2012 Maclean’s published an article comparing median faculty salaries at Canadian universities for 2010/2011 (see Table 9). According to the report, the University of Toronto paid the highest salaries in Canada. Second and third place, respectively, went to Queen’s University and McMaster University. UBC ranked 19th. In order to prevent distortion caused by high salaries in Faculties of Dentistry and Medicine (which not all universities have) the analysis excluded the Faculties of Medicine and Dentistry. The analysis also excluded faculty with senior administrative duties, who usually are not part of faculty bargaining units.
Table 9. Maclean’s Ranking of Median Faculty Salaries, 2010/2011

<table>
<thead>
<tr>
<th>Rank</th>
<th>University</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>University of Toronto</td>
<td>$136,483</td>
</tr>
<tr>
<td>2.</td>
<td>Queen’s University</td>
<td>$133,395</td>
</tr>
<tr>
<td>3.</td>
<td>McMaster University</td>
<td>$131,696</td>
</tr>
<tr>
<td>4.</td>
<td>University of Guelph</td>
<td>$127,307</td>
</tr>
<tr>
<td>5.</td>
<td>University of Waterloo</td>
<td>$127,238</td>
</tr>
<tr>
<td>6.</td>
<td>York University</td>
<td>$126,664</td>
</tr>
<tr>
<td>7.</td>
<td>University of Alberta</td>
<td>$126,549</td>
</tr>
<tr>
<td>8.</td>
<td>École Polytechnique</td>
<td>$123,524</td>
</tr>
<tr>
<td>9.</td>
<td>Ryerson University</td>
<td>$121,469</td>
</tr>
<tr>
<td>10.</td>
<td>Brock University</td>
<td>$119,472</td>
</tr>
<tr>
<td>11.</td>
<td>Trent University</td>
<td>$119,387</td>
</tr>
<tr>
<td>12.</td>
<td>University of Calgary</td>
<td>$117,682</td>
</tr>
<tr>
<td>13.</td>
<td>University of Windsor</td>
<td>$116,998</td>
</tr>
<tr>
<td>14.</td>
<td>Laurentian University</td>
<td>$116,214</td>
</tr>
<tr>
<td>15.</td>
<td>University of Ottawa</td>
<td>$115,839</td>
</tr>
<tr>
<td>16.</td>
<td>Western University</td>
<td>$114,835</td>
</tr>
<tr>
<td>17.</td>
<td>University of Saskatchewan</td>
<td>$114,807</td>
</tr>
<tr>
<td>18.</td>
<td>Carleton University</td>
<td>$114,413</td>
</tr>
<tr>
<td>19.</td>
<td>University of British Columbia</td>
<td>$114,356</td>
</tr>
</tbody>
</table>

Source: [http://oncampus.macleans.ca/education/2012/05/04/professor-pay-ranked-from-highest-to-lowest/](http://oncampus.macleans.ca/education/2012/05/04/professor-pay-ranked-from-highest-to-lowest/)

5.05.20 **Table 9** shows that UBC faculty salaries are not only lower than universities of similar quality and size, but also of universities that are much smaller, and less comprehensive.

5.05.21 While **Table 9** is instructive in showing where UBC salaries place for all Canadian universities, the table contains universities that are significantly smaller and/or less comprehensive in scope. The Association has used the rankings found in **Table 7** to identify the Canadian universities of comparable academic quality and size that should be considered when examining salaries and benefits at other institutions, as required by Article 11.02(e)(iv) (p. 15). Thus, 9 comparators will be considered for analyzing the Association’s monetary or cost proposals.

5.05.22 Only a handful of these universities are true comparators in academic quality and rank. The UBC Board of Governors identifies the University of Toronto and the University of Alberta explicitly as comparators. Alberta does not have anywhere near the international stature that UBC and the University of Toronto have. McGill is much smaller, although it does have one of the larger full-time graduate programs. McGill is also internationally ranked in the top 100 in both the Times Higher Education World survey and the ARWU survey. McMaster also ranks in the top 100 on both international surveys, but it is one of the smallest universities within the set of comparators (about 9th in size). Given all of this, the Association finds that the University of Toronto is **the single most appropriate comparator** to be
considered under the terms of Article 11.02(e)(iv) (p. 15). We present the fuller set of comparators to illustrate that UBC salaries fall behind a number of comparable institutions.

5.05.23 Using the same Statistics Canada data that was used in the Maclean’s ranking of median salaries in Table 9, Table 10 provides a comparison of UBC’s median salaries by rank with the comparators identified in Table 7. Like Table 9, Table 10 excludes the Faculties of Medicine and Dentistry as well as faculty with senior administrative duties.

Table 10. Comparison of Median Salaries by Rank of UBC and Comparators for 2010/2011 (rank ordered by Full Professors)

<table>
<thead>
<tr>
<th></th>
<th>Full Professors</th>
<th>#</th>
<th>Associate Professors</th>
<th>#</th>
<th>Assistant Professors</th>
<th>#</th>
<th>Total #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Toronto</td>
<td>163,676</td>
<td>674</td>
<td>128,399</td>
<td>607</td>
<td>99,102</td>
<td>412</td>
</tr>
<tr>
<td>2</td>
<td>Waterloo</td>
<td>150,001</td>
<td>295</td>
<td>122,467</td>
<td>285</td>
<td>96,373</td>
<td>231</td>
</tr>
<tr>
<td>3</td>
<td>McMaster</td>
<td>149,915</td>
<td>221</td>
<td>124,227</td>
<td>238</td>
<td>90,847</td>
<td>189</td>
</tr>
<tr>
<td>4</td>
<td>Alberta</td>
<td>149,811</td>
<td>546</td>
<td>114,026</td>
<td>388</td>
<td>92,025</td>
<td>318</td>
</tr>
<tr>
<td>5</td>
<td>Ottawa</td>
<td>147,300</td>
<td>279</td>
<td>114,440</td>
<td>383</td>
<td>92,896</td>
<td>310</td>
</tr>
<tr>
<td>6</td>
<td>UBC</td>
<td>145,143</td>
<td>587</td>
<td>110,387</td>
<td>597</td>
<td>95,245</td>
<td>398</td>
</tr>
<tr>
<td>7</td>
<td>Queen's</td>
<td>144,283</td>
<td>224</td>
<td>125,365</td>
<td>251</td>
<td>n/a</td>
<td>132</td>
</tr>
<tr>
<td>8</td>
<td>Western</td>
<td>140,293</td>
<td>254</td>
<td>111,833</td>
<td>349</td>
<td>90,411</td>
<td>251</td>
</tr>
<tr>
<td>9</td>
<td>McGill</td>
<td>136,207</td>
<td>358</td>
<td>105,148</td>
<td>533</td>
<td>83,952</td>
<td>312</td>
</tr>
<tr>
<td>10</td>
<td>Montréal</td>
<td>125,400</td>
<td>552</td>
<td>102,696</td>
<td>400</td>
<td>82,316</td>
<td>221</td>
</tr>
</tbody>
</table>

Source: Statistics Canada’s Centre for Education Statistics through the University and College Academic Staff Survey

5.05.24 Using the salary data reported in Table 10 above, Table 11 provides a ranking of the comparator schools by salary in 2010. Table 11 shows that the University of Toronto paid the highest median salary for each faculty rank. Based on the national and international rankings, UBC should fall in second place for salaries, at worst. Instead, for full professors, it ranks 6th. For Associate Professors it ranks 8th. For Assistant Professors it ranks 3rd. These salaries have fallen behind even more since 2010 given that many of the comparators had salary increases in 2011 through 2012, while UBC did not.

5.05.25 Table 12 through Table 14 provide a comparison of actual salary and percentage differences in UBC median salaries by rank compared with its comparators for 2010/2011. These tables are constructed using the data in Table 10.
Table 11. Salary Rank by Faculty Rank (based on Table 10)

<table>
<thead>
<tr>
<th>Rank</th>
<th>University</th>
<th>Full</th>
<th>Associate</th>
<th>Assistant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Toronto</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Waterloo</td>
<td>2</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>McMaster</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>Alberta</td>
<td>4</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Ottawa</td>
<td>5</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>UBC</td>
<td>6</td>
<td>8</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>Queen's</td>
<td>7</td>
<td>2</td>
<td>n/a</td>
</tr>
<tr>
<td>8</td>
<td>Western</td>
<td>8</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>McGill</td>
<td>9</td>
<td>9</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>Montréal</td>
<td>10</td>
<td>10</td>
<td>9</td>
</tr>
</tbody>
</table>

5.05.26 **Table 12** shows that Full Professors at UBC would need to have their salaries increased by 12.77% just to match the 2010 salaries of Full Professors at University of Toronto and 3.22% to match the 2010 salaries of Full Professors at University of Alberta.

Table 12. Differences of UBC Salaries, Full Professors (based on Table 10)

<table>
<thead>
<tr>
<th>Rank in Salary</th>
<th>University</th>
<th>Salary</th>
<th>Number of Professors</th>
<th>Diff from UBC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$ value*</td>
<td>% +/- relative to UBC**</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Toronto</td>
<td>163,676</td>
<td>674</td>
<td>(18,533)</td>
</tr>
<tr>
<td>2</td>
<td>Waterloo</td>
<td>150,001</td>
<td>295</td>
<td>(4,858)</td>
</tr>
<tr>
<td>3</td>
<td>McMaster</td>
<td>149,915</td>
<td>221</td>
<td>(4,772)</td>
</tr>
<tr>
<td>4</td>
<td>Alberta</td>
<td>149,811</td>
<td>546</td>
<td>(4,668)</td>
</tr>
<tr>
<td>5</td>
<td>Ottawa</td>
<td>147,300</td>
<td>279</td>
<td>(2,157)</td>
</tr>
<tr>
<td>6</td>
<td>UBC</td>
<td>145,143</td>
<td>587</td>
<td>0</td>
</tr>
<tr>
<td>7</td>
<td>Queen's</td>
<td>144,283</td>
<td>224</td>
<td>860</td>
</tr>
<tr>
<td>8</td>
<td>Western</td>
<td>140,293</td>
<td>254</td>
<td>4,850</td>
</tr>
<tr>
<td>9</td>
<td>McGill</td>
<td>136,207</td>
<td>358</td>
<td>8,936</td>
</tr>
<tr>
<td>10</td>
<td>Montréal</td>
<td>125,400</td>
<td>552</td>
<td>19,743</td>
</tr>
</tbody>
</table>

Note: *Values in (parentheses) indicate the dollar value that UBC falls below the comparator.

**Values in (parentheses) indicate the percentage value that UBC falls below the comparator.
5.05.27 **Table 13** shows there is an even bigger discrepancy for Associate Professors. Associate Professors at UBC would need to have their salaries increased by 16.32% just to match the 2010 salaries of Associate Professors at University of Toronto. They also earn significantly less than Associate Professors at many of the comparator institutions.

**Table 13. Differences of UBC Salaries, Associate Professors (based on Table 10)**

<table>
<thead>
<tr>
<th>Rank in Salary</th>
<th>University</th>
<th>Salary</th>
<th>Number of Professors</th>
<th>Diff from UBC $ value*</th>
<th>% +/- relative to UBC**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Toronto</td>
<td>128,399</td>
<td>607</td>
<td>(18,012)</td>
<td>(16.32)</td>
</tr>
<tr>
<td>2</td>
<td>Queen’s</td>
<td>125,365</td>
<td>251</td>
<td>(14,978)</td>
<td>(13.57)</td>
</tr>
<tr>
<td>3</td>
<td>McMaster</td>
<td>124,227</td>
<td>238</td>
<td>(13,840)</td>
<td>(12.54)</td>
</tr>
<tr>
<td>4</td>
<td>Waterloo</td>
<td>122,467</td>
<td>285</td>
<td>(12,080)</td>
<td>(10.94)</td>
</tr>
<tr>
<td>5</td>
<td>Ottawa</td>
<td>114,440</td>
<td>383</td>
<td>(4,053)</td>
<td>(3.67)</td>
</tr>
<tr>
<td>6</td>
<td>Alberta</td>
<td>114,026</td>
<td>388</td>
<td>(3,639)</td>
<td>(3.30)</td>
</tr>
<tr>
<td>7</td>
<td>Western</td>
<td>111,833</td>
<td>349</td>
<td>(1,446)</td>
<td>(1.31)</td>
</tr>
<tr>
<td>8</td>
<td>UBC</td>
<td><strong>110,387</strong></td>
<td>597</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>9</td>
<td>McGill</td>
<td>105,148</td>
<td>533</td>
<td>5,239</td>
<td>4.75</td>
</tr>
<tr>
<td>10</td>
<td>Montréal</td>
<td>102,696</td>
<td>400</td>
<td>7,691</td>
<td>6.97</td>
</tr>
</tbody>
</table>

Notes:
*Values in (parentheses) indicate the dollar value that UBC falls below the comparator.
**Values in (parentheses) indicate the percentage value that UBC falls below the comparator.

5.05.28 **Table 14** shows that overall, Assistant Professors at UBC fare better than Associate and Full Professors, but this reflects the fact that they have been hired more recently, and thus their salaries were subject to direct competition with the University of Toronto when both universities made starting salary offers to job candidates. UBC recognizes it must offer competitive wages when it hires new faculty, and it does so. Nevertheless, Assistant Professor salaries would need to be increased 4.05% just to match the 2010 salaries at the University of Toronto. Moreover, UBC does not remain competitive in salaries as its professors move through the ranks, becoming Associate and Full professors. That is where they lag far behind the University of Toronto and behind many of their comparators.

5.05.29 As the discussion in the previous two paragraphs notes, to match the 2010 salaries of their University of Toronto counterparts, Full Professors at UBC would need to have their salaries increased by 12.77%, Associate Professors at UBC would need to have their salaries increased by 16.32%, and Assistant Professors at UBC would need to have their salaries increased by 4.05%. The *Maclean’s* data reported in **Table 9, Table 10, Table 12, Table 13 and Table 14** are now one year out of date. As **Table 15** shows, almost all of the top universities in Canada (UBC’s
comparators) received significantly higher salary settlements in 2011-2012 than UBC’s faculty did, in some cases very large salary increases, (and none received lower). This would have caused UBC’s salary ranking to have fallen since the 2010-2011 academic year.

Table 14. Differences of UBC Salaries, Assistant Professors (based on Table 10)

<table>
<thead>
<tr>
<th>Rank in Salary</th>
<th>University</th>
<th>Salary</th>
<th>Number of Professors</th>
<th>Diff from UBC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ value*</td>
</tr>
<tr>
<td>1</td>
<td>Toronto</td>
<td>99,102</td>
<td>412</td>
<td>(3,857)</td>
</tr>
<tr>
<td>2</td>
<td>Waterloo</td>
<td>96,373</td>
<td>231</td>
<td>1,128</td>
</tr>
<tr>
<td>3</td>
<td>UBC</td>
<td>95,245</td>
<td>398</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>Ottawa</td>
<td>92,896</td>
<td>310</td>
<td>2,349</td>
</tr>
<tr>
<td>5</td>
<td>Alberta</td>
<td>92,025</td>
<td>318</td>
<td>3,220</td>
</tr>
<tr>
<td>6</td>
<td>McMaster</td>
<td>90,847</td>
<td>189</td>
<td>4,398</td>
</tr>
<tr>
<td>7</td>
<td>Western</td>
<td>90,411</td>
<td>251</td>
<td>4,834</td>
</tr>
<tr>
<td>8</td>
<td>McGill</td>
<td>83,952</td>
<td>312</td>
<td>11,293</td>
</tr>
<tr>
<td>9</td>
<td>Montréal</td>
<td>82,316</td>
<td>221</td>
<td>12,929</td>
</tr>
<tr>
<td>10</td>
<td>Queen’s</td>
<td>n/a</td>
<td>132</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
*Values in (parentheses) indicate the dollar value that UBC falls below the comparator.
**Values in (parentheses) indicate the percentage value that UBC falls below the comparator.

5.05.30 For example, as Table 15 shows, faculty at the University of Toronto received a general wage increase of 2.3% in 2010/2011 and a general wage increase of 1% plus $1,815 (this works out to more than 2%) in 2011/2012. Negotiations at University of Toronto have now concluded for 2012/2013 and 2013/2014 and their agreed-upon GWI increases are 1% plus $1,520 for 2012/2013 and 1% plus $1,850 for 2013/2014. In total, over the four-year period between 2010 and 2014 across-the-board increases at the University of Toronto amounted to approximately 9%.

5.05.31 Faculty at other comparable universities have similarly received increases during the two years when members of the Association received none. For example, at the University of Alberta and the University of Calgary received across the board increases amounting to more than 6.75% in the past two years. Over the same two year period, across the board increases amounted to 3% plus $2,750 at McMaster, 4.45% at Queen’s, 8.5% + $600 at the University of Saskatchewan, and 3% at Western University.
Table 15. Selected Recent Salary Settlements across Canada (listed alphabetically)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 UBC</td>
<td>0.00%</td>
<td>2.70%</td>
<td>2.70%</td>
<td>3.30%</td>
<td>3.30%</td>
<td>0.00%</td>
<td>0.00%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Alberta</td>
<td>3.50%</td>
<td>3.50%</td>
<td>3.90%</td>
<td>4.00%</td>
<td>4.80%</td>
<td>4.80%</td>
<td>1.80%</td>
<td>2.00%</td>
<td>1.70%</td>
<td>1.70%</td>
</tr>
<tr>
<td>3 McGill</td>
<td>Data not available</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 McMaster</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3%+ $750</td>
<td>3%+ $750</td>
<td>3%+ $750</td>
<td>1%+ $2000</td>
<td>1%+ $2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Montreal</td>
<td>5.00%</td>
<td>4.00%</td>
<td>4.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Ottawa</td>
<td>4.00%</td>
<td>3.80%</td>
<td>4.00%</td>
<td>4.10%</td>
<td>3.50%</td>
<td>3.00%</td>
<td>1.70%</td>
<td>1.70%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Queens</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.10%</td>
<td>3.20%</td>
<td>3.20%</td>
<td>3.20%</td>
<td>1.30%</td>
<td>1.50%</td>
<td>1.50%</td>
<td></td>
</tr>
<tr>
<td>8 Toronto</td>
<td>3.00%</td>
<td>3.30%</td>
<td>min 3%</td>
<td>$3,150</td>
<td>2.30%</td>
<td>2.30%</td>
<td>1%+ $1000</td>
<td>1%+ $1520</td>
<td>1%+ $1815</td>
<td></td>
</tr>
<tr>
<td>9 Waterloo</td>
<td>3.30%</td>
<td>3.20%</td>
<td>3.20%</td>
<td>3%+ $400</td>
<td>3%+ $400</td>
<td>0.00%</td>
<td>0.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
</tr>
<tr>
<td>10 Western</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.30%</td>
<td>1.50%</td>
<td>1.50%</td>
<td>1.50%+ $800</td>
<td>1.50%+ $800</td>
<td></td>
</tr>
</tbody>
</table>

Source: Table produced by Professor Carl Schwartz, SFU

5.05.32 The conclusion to be drawn from Table 9 through Table 15 is obvious. As measured by the most recognized international rankings, UBC is now consistently ranked internationally as the second best university in Canada. Despite this, UBC’s overall median salary ranked 19th for Canadian universities in 2010/2011. In the intervening year faculty at UBC received no general wage increase, unlike faculty at their comparator institutions. Many of these institutions have settled contracts for 2012-2013 and beyond for increases above the 2% per year expected rate of inflation. A general wage increase of 5% per annum will not raise UBC from 19th to 2nd in the next two years. Given that it follows on the heels of two years of 0% increases, a 5% increase per annum will simply allow faculty to keep pace with inflation over the four years and make slight gains vis-à-vis most of our comparators.

5.05.33 The discussion to this point has focused on professoriate salaries, as this is the largest group in the bargaining unit. However, librarians at UBC are underpaid compared to the comparator institutions, as are Sessional lecturers. We are not able to report salary comparisons for 12-month Lectures and the Instructor stream, as these data are not available.

5.05.34 There are no definitive national surveys of Sessional faculty. However, it is possible to compare Sessional salaries by examining salary grids at comparator universities. Currently there are four different Sessional minimum salary scales at UBC. Most Sessional Lecturers (those in Arts, College for Interdisciplinary Studies (CFIS), Science, Medicine, Health Sciences, Barber School of Arts and Sciences, and some other Faculties) are on a scale that ranges from $5,970 per three-credit course (Step 1) to $6,477 per three-credit course (Step 8). By comparison, at the University of Alberta Sessional salaries range from $5,766 to $7,091 for Sessional Lecturers
without a PhD and $6,823 to $8,391 for Sessional Lecturers with a PhD. At the University of Toronto salaries range from $7,125 per 3-credit course for a Sessional I with fewer than 6 years’ experience to $7,925 for a Sessional III.

5.05.35 To take a simple example, a large majority of Sessionals in the Faculty of Arts holds Ph.Ds. While some departments pay above minimum scale, many do not. Thus, a Sessional at the top of scale in the Arts Faculty who teaches in English or Classics or Art History at UBC earns $6,477 per three-credit course. By comparison, a similarly placed Sessional at the University of Alberta would earn $8,391 per three-credit course. Thus a UBC Sessional in the Faculty of Arts who is paid at minimum scale earns 77% of what a Sessional at the University of Alberta earns per 3-credit course. A Sessional 1 at top of scale at University of Toronto earns $7,125 per 3-credit course while a similarly placed Sessional at UBC (Step 5) earns $6,264 per 3-credit course. Thus a UBC Sessional in the Faculty of Arts paid on the minimum scale grid earns 88% of what a Sessional at the University of Toronto earns per 3-credit course, when both Sessionals are in Year 5 of their career. However, at the University of Toronto, Sessionals have the ability to move from the rank of Sessional I after completing 5 years of service through to Sessional III, giving Sessionals at the University of Toronto further opportunities to increase their earnings per three-credit course. Meanwhile, a UBC Sessional reaches top of scale at Year 8 in their career.

Source for UBC sessional rate: [http://www.hr.ubc.ca/faculty-relations/compensation/minimum-salaries-sessional-lecturers/](http://www.hr.ubc.ca/faculty-relations/compensation/minimum-salaries-sessional-lecturers/)

Source for University of Toronto sessional rate: CUPE 3902 Unit 3, Collective Agreement, p. 30-32

Source for University of Alberta rate: Agreement Between University of Alberta and Sessionals and Other Temporary Staff, p. 13

5.05.36 Table 16 indicates that the average salaries of UBC librarians are lower than the University of Toronto, and fall in about the middle of salaries for the comparator set of institutions.

5.05.37 When taken as a whole, Table 9 through Table 16, as well as the discussion of sessional salaries in paragraphs 5.05.34 and 5.05.35 and librarian salaries in 5.05.36 provide convincing evidence that faculty salaries at the University of British Columbia are behind both of its explicit comparator, University of Toronto, and a number of other highly respected universities. The harm to UBC if faculty salaries continue to erode compared to the University of Toronto is serious. This brief earlier discussed the emphasis UBC places on its international rankings. The international rankings speak to the quality of a university’s faculty members, almost more than any other factor. In posting its rankings, UBC also reveals the factors that make up these rankings: “numbers of Nobel laureates; number of highly cited researchers; number of articles published in Nature and Science; number of articles cited in the Science Citation Index; and academic performance per faculty.” (source: [http://www.ubc.ca/about/global.html](http://www.ubc.ca/about/global.html)) Faculty members leaving to get better salaries elsewhere would necessarily result in a drop in the University’s international standing.
Table 16. Average Salaries, Librarians 2005-2011 (Fiscal Year, in 000’s) (rank ordered by 2011)

<table>
<thead>
<tr>
<th>University</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Alberta</td>
<td>79.4</td>
<td>89.9</td>
<td>93.7</td>
<td>85.6</td>
<td>96.9</td>
<td>95.5</td>
<td>105.2</td>
</tr>
<tr>
<td>2 Queen's</td>
<td>71.7</td>
<td>75.5</td>
<td>77.8</td>
<td>83.4</td>
<td>88.6</td>
<td>96.9</td>
<td>100.3</td>
</tr>
<tr>
<td>3 Toronto</td>
<td>81.7</td>
<td>85.1</td>
<td>88.7</td>
<td>91.1</td>
<td>92</td>
<td>95.8</td>
<td>95</td>
</tr>
<tr>
<td>4 Calgary</td>
<td>75.5</td>
<td>72.5</td>
<td>77.7</td>
<td>86.5</td>
<td>92.2</td>
<td>91.3</td>
<td>94.8</td>
</tr>
<tr>
<td>5 UBC</td>
<td>71.9</td>
<td>78.8</td>
<td>84.6</td>
<td>85.3</td>
<td>90.5</td>
<td>89.5</td>
<td>92.2</td>
</tr>
<tr>
<td>6 Waterloo</td>
<td>75.1</td>
<td>78</td>
<td>77.4</td>
<td>79.9</td>
<td>83.1</td>
<td>82.2</td>
<td>82.9</td>
</tr>
<tr>
<td>7 Ottawa</td>
<td>72.9</td>
<td>75.8</td>
<td>74.8</td>
<td>81.6*</td>
<td>88.5</td>
<td>85.3*</td>
<td>82</td>
</tr>
<tr>
<td>8 McMaster</td>
<td>.</td>
<td>.</td>
<td>.</td>
<td>.</td>
<td>80.7</td>
<td>80.4</td>
<td>80.6</td>
</tr>
<tr>
<td>9 McGill</td>
<td>69.5</td>
<td>73*</td>
<td>76.4</td>
<td>76*</td>
<td>75.6</td>
<td>76.3*</td>
<td>77</td>
</tr>
<tr>
<td>10 Western</td>
<td>59.8</td>
<td>62.9</td>
<td>66</td>
<td>67.3</td>
<td>67.7</td>
<td>71.1</td>
<td>.</td>
</tr>
<tr>
<td>Average</td>
<td>73.06</td>
<td>76.83</td>
<td>79.68</td>
<td>81.86</td>
<td>85.58</td>
<td>86.43</td>
<td>90.00</td>
</tr>
</tbody>
</table>

Notes:
* indicate interpolated value
All ranks combined, administrative librarians only included if in bargaining unit.

Source: CAUT Librarian Salary Survey

D) Benefits at Comparator Universities

5.05.38 It is somewhat difficult to compare benefits at comparator universities, as each one has its own complex formula. We chose five comparators to examine a range of benefits: University of Toronto, University of Alberta, McGill, Queens and McMaster.

5.05.39 Arguably the most important benefit after salaries is pension. Several of our key comparators, including the University of Toronto, the University of Alberta and McMaster have defined benefit pension plans, which are considered the gold standard for pensions, as they guarantee a particular income after retirement. McGill has a defined minimum pension. UBC does not have a defined benefit plan, but rather a defined contribution plan. This type of plan provides more risk for employees in retirement because it does not guarantee faculty members a particular income, and the derived income relies heavily on the rate of returns on the amount invested over one’s career. Conversely, the employer bears no risk with a defined contribution plan, while it may bear considerable risk with a defined benefit plan, such as the one at the University of Toronto:

The University [of Toronto] pays the difference between your contributions and what it actually costs to provide your pension benefits under the defined benefit concept. The University’s
contribution rate is determined in accordance with an actuarial valuation report filed with the regulatory authorities.


5.05.40 In para 6.17, we note that Sessionals working part-time at UBC do not receive any pension benefits or equivalent in lieu, and the Association proposes to address this in this round of collective bargaining. The University of Toronto provides pension benefits to any employee who works more than 25%. Part-time contract academic staff (i.e., Sessionals) at the University of Alberta receive pension benefits after being employed for two years by the University. At Queen’s and McGill, part-time Sessionals are covered by the pension plan after being employed for one year. Though pension benefits for part-time sessionals vary across universities, it is common across Canada to provide pension benefits to part-time faculty who have held 2 years of consecutive appointments. UBC’s part-time sessionals, under the current arrangement, are never eligible to receive pension benefits. This makes UBC an outlier on this front.

5.05.41 In para 6.28, we show that UBC has one of the lowest professional development reimbursement funds in the entire country.

5.05.42 The University of Toronto, Queens, McMaster and McGill all provide tuition waivers for children and spouses. UBC does not provide waivers for spouses, and that is something we are seeking in this round of bargaining.

5.05.43 With respect to vision care, Alberta, Queens, McMaster and McGill all provide eye exams, in addition the an bi-annual reimbursement. While the reimbursement is similar to UBC’s, UBC does not provide for eye exams.

5.05.44 Medical benefits, dental benefits, and life insurance vary by institution, but the coverage provided is relatively similar amongst the comparators and UBC.

5.05.45 In short, in addition to lower salaries, a number of UBC’s benefits are also less than many of its comparators. We seek to have improvements in some of these in this round of bargaining, including pension benefits for Sessionals working less than 50%, a larger professional development fund, tuition waivers for spouses, and coverage for eye exams. These proposals are described in Section 6 below.

5.06 Conclusion of the Application of Article 11.02 (e)(i-iv) to an Examination of UBC’s Faculty Salaries

5.06.1 Article 11.02 (e) (p. 14) of the Framework Agreement states:

In making its award, the Arbitration Board shall give first consideration to the University’s ability to pay the cost of an award from its general purpose operating funds. In doing so, with due regard to the primacy of the University’s academic purpose and the central role of Faculty Members, Librarians and
**Program Directors in achieving it,** the Arbitration Board shall **take account of the University’s need to preserve a reasonable balance between the salary of members of the bargaining unit and other expenditures.** If the Arbitration Board is satisfied that the University has the ability to pay the cost of an award, **it shall base its award on the following criteria:**

i) the need for the University to maintain its academic quality by retaining and attracting Faculty Members, Librarians, and Program Directors of the highest caliber;  

ii) changes in the Vancouver and Canadian Consumer Price Indices;  

iii) changes in British Columbian and Canadian Average Salaries and Wages;  

and  

iv) salaries and benefits at other Canadian universities of comparable academic quality and size.

(emphasis added)

5.06.2 Based on the specific criteria laid out in Article 11.02 (e)(i) (p. 14), and examining the evidence (as shown in section 5.02), the Association argues that the general wage increase proposed by the Association is necessary in order for the University to maintain its academic quality by retaining and attracting Faculty Members, Librarians and Program Directors of the highest caliber.

5.06.3 Based on the specific criteria laid out in Article 11.02 (e)(ii) (p. 15), i.e., changes in the Vancouver and Canadian Consumer Price Indices, and examining the evidence (as shown in section 5.03), the Association argues that the general wage increase proposed by the Association is necessary in order to keep up with inflationary pressures that have arisen since the last general wage increase in July 2009.

5.06.4 Based on the specific criteria laid out in Article 11.02 (e)(iii) (p. 15), i.e., changes in BC and Canadian average salaries and wages, and examining the evidence (as shown in section 5.04), the Association argues that the general wage increase proposed by the Association is necessary because of increases in average salaries and wages provincially and nationally that have occurred since 2010.

5.06.5 Based on the specific criteria laid out in Article 11.02 (e)(iv) (p. 15), i.e., salaries and benefits at other Canadian universities of comparable academic quality and size, the data shown in section 5.05 are quite clear: UBC salaries and benefits lag significantly behind the University’s main comparators.

5.06.6 The University has publicly acknowledged that UBC has fallen behind other research universities. In a letter dated March 12, 2013 sent to the President of the Faculty Association and some other faculty members, Lisa Castle, Vice President Human Resources, said:

“In **terms of overall compensation at UBC and its relative position among other top Canadian research universities,** UBC has fallen somewhat behind although the statistics published in such venues as Macleans do not give an accurate picture of the comparative placement of salaries by academic rank. The
differences where they exist can be partly explained by the market realities of the various disciplines at the University, including UBC Okanagan, and significantly explained by the Provincial Government mandates I have mentioned above.” (Redacted Letter from Lisa Castle, dated March 12, 2013, Tab 1, emphasis added)

5.06.7 The Association agrees with Ms. Castle that salaries at UBC have fallen behind, and agrees that the University's bargaining mandates, leading to lower salary settlements, are the primary cause. The Association takes exception, however, with the University offering the “Provincial Government mandates” as a defense of salaries that have fallen behind comparator institutions. (The Province’s budget letter to UBC for 2012/2013 can be found at Tab 1). There is no legislative authority behind the bargaining mandate, and the University has never produced this mandate at the bargaining table. The University has not explained by what authority or body the mandate should be determinative of compensation awarded by the Arbitrator. The Arbitrator must rely on the plain language of the Collective Agreement in making his determination, and the Collective Agreement states that the “Arbitration Board shall give first consideration to the University’s ability to pay the cost of an award from its general purpose operating funds...[and] shall take account of the University's need to preserve a reasonable balance between the salary of members of the bargaining unit and other expenditures.”

5.06.8 As to the second point in Ms. Castle’s letter, the Association sees no evidence that the salary gap that is reported in Table 12 through Table 14 can be explained, even partly, by different disciplinary and campus configurations amongst the universities. For example, comparing the configuration of the University of Toronto faculty complement with the configuration of the UBC faculty complement reveals that, with two exceptions, the two universities have similar faculty configurations, and that those configurations have not changed much in recent years. (See Table "University of Toronto and UBC Faculties (number of faculty members)" at Tab 1.) Both universities have approximately 35% of faculty employed in the Faculties of Arts and Science. Both have about the same percentage employed in the high salary faculties of Management, Engineering, and Law.

5.06.9 There are two areas where UBC and the University of Toronto are configured differently: Medicine and outlying campuses. UBC has 26% of its faculty and the University of Toronto has only 10% of its faculty in their respective Faculties of Medicine. Salaries in Faculties of Medicine are typically significantly higher than salaries in other Faculties at a University, and this can have a significant impact on the reporting of median salaries at institutions. However the Faculty of Medicine is not included in the Macleans’ ranking reported in Table 11 through Table 14.

5.06.10 The University of Toronto has 23% of its faculty and UBC has only 12% of its faculty in their respective outlying campuses. Salaries at outlying campuses tend to be lower than salaries on the main campus. Thus, the effect of having outlying campuses would be to understate the Toronto – UBC gap, not overstate it, as it would be the University of Toronto’s median salaries that are more likely to be deflated because of the greater proportion of their faculty at outlying campuses. As an illustration, UBC’s outlying campus in the Okanagan has only been in existence
for 8 years (Toronto’s campuses at Mississauga and Scarborough are older). Not surprisingly then, relatively few faculty at UBC-Okanagan are full Professors. In 2011/12, according to UBC’s Office of Planning and Institutional Research, only 2.6% of all Full Professors at UBC were employed at UBC-Okanagan. Consequently the mean and median salaries for Full Professors at UBC are effectively those of the central campus in Vancouver. Thus, at best, UBC’s two-campus configuration has no effect on the Full Professor gap reported in Table 12 and at worst the gap between full professor salaries at University of Toronto and UBC is understated, as a larger proportion of University of Toronto professors are at satellite campuses than at UBC.

5.06.11 In summary, the University clearly acknowledges the wage gap between its faculty and the University’s comparators. The data presented here support the position that a 10% general wage increase over two years is an extremely modest proposal from the Association, given settlements at comparable universities in recent years, and will bring faculty wages at UBC more in line with its major comparators. Even with this level of general wage increase, however, UBC faculty salaries will still be behind those at the University of Toronto.

6. BACKGROUND TO THE 2012-2014 MONETARY PROPOSALS OF THE ASSOCIATION

[Note: references to Tabs in Sections 6 and 7 refer to the Book of Evidence]

A) GENERAL WAGE INCREASE

6.01 The University of British Columbia is the largest university in the province. While it is the province’s premier university, it is also one of the top research universities in Canada. The University acknowledges this ranking when explaining how it benchmarks salaries of senior administrators, including that of Professor Stephen Toope, the University’s president:

As one of the highest ranked universities in Canada, and one of the top 30 universities in the world, UBC seeks to retain and attract the best senior administrators it can by remaining competitive in its compensation practices with other large research-intensive universities represented by the U15 (i.e., leading research-intensive universities in Canada), and in particular the University of Toronto and the University of Alberta, and with the global market for senior administrator talent generally.

Source: UBC Executive Compensation Report, June 8, 2012, sent to PSEC (emphasis added)

6.02 The University’s benchmarking for President Toope’s salary has resulted in him being one of the highest paid, and in some years the highest paid, university presidents in Canada for the years 2007, 2009, 2009 and 2010, which is all of the data that is currently available. The salaries for the presidents of all of the comparator universities can be found in the table “University Presidents’ Compensation” behind Tab 1.

6.03 One of the primary objectives of this round of bargaining is to bring faculty salaries closer in line with those of other Canadian universities of comparable academic quality and size, in particular, the University of Toronto. The strategy for benchmarking faculty salaries at UBC should be no different than the benchmarking used for the President of the University, and...
that strategy makes the President’s salary one of the top in the country for university presidents.

6.04 **Table 12** through **Table 14** indicate how far UBC salaries have fallen behind the University of Toronto. **Table 15** shows recent salary settlements at the University of Toronto and other comparators. The general increase proposed by the Association for the 2012-2014 contract years (5 percent and 5 percent, see proposed language at Tab 1) is quite reasonable as a way to help faculty salaries at UBC meet the objective of maintaining pace with the University of Toronto, and reducing the current disparity between UBC and some of its other comparator institutions. The proposed increase will not make UBC faculty salaries comparable to the University of Toronto, but it will address the inflationary increase since 2010 and move UBC a little closer in line with the University of Toronto, while at the same time preserving a reasonable balance between the overall cost of the salary proposal and other expenditures from the GPOF.

6.05 The University may claim that the increases faculty will receive include more than the general wage increase offered, and that these additional monies should be considered as part of the “overall wage increase.” In its *Bargaining Bulletin* 48, dated October 25, 2013 the University stated:

“This week the University tabled a salary offer of a 1.5% increase for all Faculty spread over two years, with a modest portion set aside for retention purposes. This general salary increase would be in addition to (1) the 2.5% payments for progress through the ranks (including career progress increments (CPI), merit, and performance salary adjustments (PSA)), which will be continued in a new collective agreement; and (2) the 1% annual lump sum payment paid each year to all Faculty on June 30th. In addition, the University spent close to $300,000 last year in correcting inequities and anomalies in faculty salaries.”


6.06 Although the University represents the 1% lump sum payment as part of its “overall wage increase,” it is not. It is simply an element of the current Collective Agreement. The Parties previously negotiated and agreed that, annually, 1% of total wage compensation is withheld from the semi-monthly paycheques and paid out as a lump-sum on the last day of the academic year. It does not lead to a general wage increase.

6.07 Progress Through the Ranks (PTR) increments cannot be viewed as a mechanism for automatic salary increases, or factored into calculations of a general wage increase. The structure of UBC faculty wages is such that the professoriate and other members of the bargaining unit do not start at the “job rate.” Rather, it is assumed that members’ knowledge, skills, and abilities (KSAs) will increase over time, and thus PTR Increments are used to recognize this increase in KSAs, until finally the individual achieves their full base salary.

6.08 Most universities in Canada, including our comparators, give PTR increments to their faculty members. These are not costed as part of the general wage increase. In general these plans are created to ensure that members of the bargaining unit receive salary adjustments
for years of experience and career progress apart from any general increases for inflationary purposes.

6.09 In *University of Toronto v University of Toronto Faculty Association*, [1982] (Burkett) *(Tab 10, Book of Authorities)* Arbitrator Burkett was asked to consider whether PTR should be considered as part of a general wage increase. His response was that it should not be:

The purpose of the P.T.R. increase, therefore, is not to advance the salary ranges but to recognize merit by moving individual faculty members through the salary ranges. Upward movement of the salary ranges is achieved by means of, and in the amount of, the annual economic increase. It follows that only the amount of economic increase should be included for purposes of determining how faculty salary ranges have fared over time.

*(Burkett, 1982, at p. 21)*

**B) Unified Minimum Scale for Sessional Lecturers**

6.10 The Association has proposed eliminating the minimum Sessional salary scales corresponding to 6, 12, and 15 credits per term for full time and retaining a single minimum salary scale to apply to all Sessional Lecturers corresponding to the existing scale that deems 9 credits per term full-time. The proposed language is at Tab 2. The existing language can be found at page 45 of the Collective Agreement.

6.11 Salaries paid to Sessional Lecturers total approximately $17 million, or slightly less than 5% of the annual salary bill of the bargaining unit. The change to a unified minimum scale would only affect a small percentage of Sessional Lecturers since the majority of Sessional Lecturers are already on the scale proposed by the Association. The University did not cost the proposal that we are putting forward in arbitration. They instead costed a more expensive proposal that the Association had originally made, but subsequently modified. The proposal the Association is putting forward in this brief is the same proposal that the Association made in the 2010 bargaining round. The costing of the proposal comes out of discussion with the University. In the 2010 bargaining round (bargaining minutes, May 26, 2010) the University estimated the cost of creating a unified scale to be $800,000, or approximately two-tenths of one percent (0.002%) of the total wage bill of the bargaining unit which, for purposes of determining the University's ability to pay, is negligible.

6.12 The Association's proposal is based on considerations of equity. The current structure of the scales allows each Faculty to determine a full-time load for its Sessionals (see “Minimum Salaries for Sessional Lecturers” at Tab 2). Depending upon the particular Faculty, full-time for a Sessionals can be teaching 6, 9, 12 or 15 credits per term. Thus, in some Faculties, Sessionals teach 6 credits and would earn the same minimum salary that Sessionals in another Faculty would earn by teaching 15 credits. A side-effect of this structure is that in some cases a Sessional may teach essentially the same course for two different Faculties (e.g., a writing course in Arts, and a writing course in Education) and receive different pay for the same work. The Association argues that it makes no sense to structure minimum scales in this fashion. The result of the current system is that some faculty members have to teach 2.5 times as many courses as others to earn the same pay. This is highly inequitable.
6.13 The current way of calculating the minimum pay for a 3-credit course cannot be justified by the University. Minimum scales don’t mean that everyone gets paid the same; they just establish a reasonable base-line upon which to build. Though we accept that there are market differences across disciplines, determining minimum scales based on a fluctuating notion of full-time teaching loads is arbitrary at best. Our proposal on minimum scales emphasizes that a 3-credit course is a 3-credit course, no matter in what Faculty it’s taught in. We’ve proposed that the standard scale should be the one currently governing the majority of Sessionals: Faculties of Arts, Science, Medicine, and Health Sciences. All comparator universities for which information is available have a unified minimum salary scale for sessional lecturers or the equivalent rank.

6.14 At the University of Toronto, Sessionals (that is, contract academic staff in CUPE 3902) do not have a salary scale. They are paid the job rate for their classification. Under the Association’s proposal, the top of UBC’s Sessional Scale would still be below Toronto’s job rate for Sessionals. UBC offers one of the lowest minimum Sessional salaries, based on a 9-credit/term full time load, in Canada, as shown in the Table “Minimum Unified Salary Scale” at Tab 2. Only 3 comparator universities have minimum Sessional salaries equal to or less than those offered by UBC (Thompson Rivers, Simon Fraser and Dalhousie). For further reference, see the document entitled “Comparator Summary Language: Unified Minimum Salary Scale for Sessional Lecturers” at Tab 2 which contains the detailed language regarding scales for Sessionals at the following comparator institutions: University of Toronto, Queen’s, University of Alberta, University of Calgary, Western, University of Saskatchewan, Waterloo, University of Victoria, University of Northern BC, and Thompson Rivers.

6.15 The cost of this proposal is relatively trivial. The total labour cost of regular wages and benefits for 2012 was reported by UBC to be $400,400,641. The total cost of this proposal, including its impact on the cost of the 5% - 5% general wage increase and the cost of wage impacted benefits, is approximately $970,000, or one-quarter of one percent (0.24%).

C) FULL PENSION BENEFITS FOR SESSIONAL LECTURERS

6.16 The Collective Agreement currently limits some economic benefits to “members of the bargaining unit with appointments of at least 1 year and 50% workloads and to Sessional Lecturers with appointments of at least 4 months and 50% workloads” (page 46). One of the key benefits restricted in this way is Pension contributions.

6.17 Currently all non-sessional faculty members are eligible to join the pension plan on the date of their appointment as are Sessional Lecturers appointed for at least four months and who meet the 50% appointment requirements are also eligible for Plan membership. However Sessional Lecturers with appointments of less than four months or whose appointment is for less than a 50% workload are not eligible to join the Plan. This creates an inequity not just between Sessional Lecturers and other faculty members, but also within the Sessional Lecturer classification. A Sessional Lecturer with a four-month contract to teach two courses in Arts is eligible for the pension plan (10% employer contribution). A Sessional Lecturer with two four month contracts to teach one course per term in Arts is not eligible for the pension plan. Both Sessionals do the same amount of work in the year, receive the same base salary, but one receives 10% higher compensation that goes towards their pension. This inequity is magnified if we look across Faculties where one Sessional may
teach two 3-credit courses per term and meets the Plan membership bar, while another may teach two 3-credit courses and does not achieve the 50% appointment requirement due to the disparity in the definition of full-time teaching loads across Faculties. Moreover, Sessionals who teach only in the summer, even if they teach the equivalent of a full-time load, would never be eligible for the pension plan, as the summer term is not 4 months long.

Source: http://www.hr.ubc.ca/benefits/eligibility/faculty/

6.18 The Association proposes to remedy this inequity by making sure that all members receive the 10% employer contribution toward their pension. Should the Plan structure make it impossible for some part-time Sessionals to join the Plan, they should simply be given 10% in lieu of the pension benefit. The proposed language is at Tab 3.

6.19 The total wage bill of Sessionals with less than a 50% workload is less than $10M per year (less than 3% of the total wage bill of the entire bargaining unit). This proposal would cost about $1.04 M (less than three-tenths of one percent of the total wage bill of the entire bargaining unit) and falls well within the University's ability to pay.

6.20 What the Association proposes is not unusual. As we elaborated in paragraph *05.40, UBC falls far below the standard practice across Canada of providing pension benefits to part-time Sessional Lecturers. The University has an incentive to give Sessionals a series of short-term contracts, rather than annual contracts covering the anticipated work for the entire year, even when the person in question has taught at the University for many years, so that the University can avoid paying pension benefits. The Table “Sessionals – Pensions” at Tab 3 illustrates what is available to sessionals at comparator institutions.

D) IMPROVEMENTS IN VISION CARE

6.21 The Association has proposed raising the limit on vision care from $250 in any 24 month period to $400 in any 24 month period, and expanding the coverage to include sunglasses and annual eye exams (currently coverage is for glasses or contact lenses only, page 47). The proposed language is at Tab 4.

6.22 The Association membership receives the lowest eye care benefit of any employee group at UBC. The Executive Administrative group (i.e., the senior non-academic administrators, who are not unionized) and all other unionized groups receive $400 in any 24 month period. At UBC most unionized employee groups allow coverage for sunglasses, and some provide coverage for corrective laser surgery. The Table “Vision Care” at Tab 4 summarizes both what other UBC employee groups and the comparators receive. Five of the comparator universities offer higher vision care benefits to those offered at UBC, and eye exams are covered by all but three of UBC's comparator universities (Thompson Rivers University, Waterloo and Western). Even comparators with lower bi-annual maximums, such as the University of Toronto and the University of Calgary, provide coverage for annual eye exams.

6.23 The cost of this proposal is relatively trivial. Our estimate of the cost over the two years of the agreement is about $450,000, or about $225,000 per year. The total labour cost of regular wages and benefits for 2012 was reported by UBC to be $400.4 million. Our estimate of the cost of this proposal is about one-twentieth of one percent, or .05%, of that.
E) Tuition Fee Waiver

6.24 Currently “Tuition waivers are available only to members and dependent children; spouses are not eligible for tuition benefits at UBC” (page 48). The Association proposes that existing tuition waivers may be transferred from members to their spouse or partner. This proposal would have very little cost to the University as it simply means that the spouse or partner would take up an additional seat in a course that is already being offered. In addition, the proposal is to allow a spousal tuition waiver instead of the existing member tuition waiver, not in addition to it. The proposed language is at Tab 5.

6.25 The Association has proposed that in the event that a member passes away while their dependent child is enrolled in UBC, the child will continue to be eligible up to the maximum Tuition waiver credits. The Association’s position is that withdrawing this benefit when a parent passes away causes undue hardship to the child-student and the surviving family. As well, if the parent had not passed away, s/he would remain eligible for the benefit. Thus, it does not really cost the University to continue the waiver for those children already enrolled at UBC when their parent passes. The proposed language is at Tab 5. The Table “Tuition Benefits” at Tab 5 indicates that all but three of the major research universities in Canada (Western University, Waterloo and University of Alberta) provide tuition waivers for spouses. Six of UBC’s major comparator universities provide continued benefit to dependents upon the death of the faculty member. None of the comparator universities specifically prevent this practice in Collective Agreement language. This proposal has very little cost (the University estimated it to be about $704/year) and is the compassionate thing to do.

F) Professional Development Reimbursement Fund

6.26 The Association has proposed that the annual limit of professional development reimbursement (page 49) be raised from $1,100 to $1,750 per members other than Sessional Lecturers without continuing status. The proposed language is at Tab 6.

6.27 The Association has proposed that the annual limit of professional development reimbursement be raised from $25 per credit to $35 per credit for Sessional Lecturers without continuing status.

6.28 The PDR is the lowest professional development reimbursement in the province (Table 17) and almost the lowest of the large research institutions in Canada (Table 18). Further data are available in the Table “Professional Development” at Tab 6.

Table 17. PDR, BC Comparators (2012)

<table>
<thead>
<tr>
<th>University</th>
<th>PDR</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Northern BC</td>
<td>$2000</td>
</tr>
<tr>
<td>Simon Fraser University</td>
<td>$1910</td>
</tr>
<tr>
<td>University of Victoria</td>
<td>$1670</td>
</tr>
<tr>
<td>Royal Roads University</td>
<td>$1200</td>
</tr>
<tr>
<td>University of BC</td>
<td>$1100</td>
</tr>
</tbody>
</table>
Table 18. PDR, Canada-Wide Comparators (2012 unless otherwise noted)

<table>
<thead>
<tr>
<th>University</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Toronto</td>
<td>$1500 post-tenure; $1750 pre-tenure</td>
</tr>
<tr>
<td>University of Waterloo</td>
<td>$1708</td>
</tr>
<tr>
<td>Queens</td>
<td>Scheduled to go from $1671 in 2011-2012 to $1764 in 2014-2015.</td>
</tr>
<tr>
<td>York</td>
<td>$1450</td>
</tr>
<tr>
<td>University of Alberta</td>
<td>$1400</td>
</tr>
<tr>
<td>Western University</td>
<td>$900 (+ $400 that can be allocated to PD or to healthcare spending account)</td>
</tr>
<tr>
<td>University of BC</td>
<td>$1100</td>
</tr>
<tr>
<td>McGill</td>
<td>$500</td>
</tr>
</tbody>
</table>

6.29 Professional development reimbursement is important because faculty members incur professional expenses to maintain and enhance their academic and professional competence, as well as their respective disciplinary or specialist expertise.

6.30 For the same reason, professional development for non-continuing Sessionals is also important, which is why we have proposed an increase in the current amount of $25 to $35 per credit. By way of comparison, Queens grants its term adjunct faculty $242 per 0.5 credit course or equivalent (2012-2013) which will increase to $251 in 2014-2015.

6.31 The total labour cost of regular wages and benefits for 2012 was reported by UBC to be $400.4 million. Our estimate of the cost of this proposal is about $2.2 million. This represents a little over half of one percent of the total salary bill (0.55%).

G) LIBRARY

6.32 At the outset of collective bargaining, the University served the Faculty Association with an estoppel notice regarding the appointment of Heads in the Library. This estoppel notice can be found at Tab 7. Discussion on this issue resulted in a Letter of Understanding (LoU) on Term Administrative Appointments for New Heads, which can be found at Tab 7. All items contained in the LoU have been agreed to except for paragraphs 5 and 7.

6.33 The Faculty Association is proposing that Heads in the Library be granted an administrative leave upon completion of a specified term, in the same way that Heads in academic units receive administrative leave. Thus, we are proposing that Heads in the Library be granted an admin leave after successful completion of a 3 or 5-year term. This language can be found at paragraph 7 of the LoU at Tab 7. This proposal would allow for parity across the University as Heads of academic units receive administrative leave (current Collective Agreement language of Heads of Departments can be found at Tab 7).

6.34 The University is proposing instead that time spent as Head simply continue to accrue eligibility towards sabbatical leave entitlement. It is this issue that creates the difference between the parties in paragraph 5 of the LoU. They are seeking this in lieu of our paragraph 7.
6.35 There is no cost to this proposal during the life of the Collective Agreement, since the earliest any head would be eligible for an administrative leave is five years hence. Even then the cost of this proposal will be minimal. A regular sabbatical leave is paid out at 80% of salary, while an administrative leave is paid out at 100% of salary. Thus the difference is 20% of normal (net of the Head’s stipend) salary. The replacement costs would be the same, whether the librarian takes an administrative leave or a sabbatical leave. The average salary for a general librarian is $82,228, so the cost of granting an admin leave is about $16,500 per admin leave, assuming they take a full one-year leave. Given the current number of Head positions in the library an average of about 2.5 leaves per year would be created by this agreement, starting no sooner than six years hence. We estimate that, should this LOU be rolled into the Collective Agreement in a future round of bargaining the total cost to the University at that time will be around $42,000 per year, or one-one hundredth of one percent (0.01%) of the wage bill.

6.36 The University improperly costed this particular proposal at about $154,000 per year by failing to recognize that the only difference between an admin leave salary and a sabbatical leave salary is the 20% to pay full salary and that the replacement costs would be the same, whether the person takes an admin leave or a sabbatical leave.

6.37 In doing its costing, the University also did not take into consideration the savings it will accrue by paying stipends to Heads, rather than paying them an administrative salary that becomes a permanent salary increase, even if the person no longer serves as head (which is the current practice.) Under the new language for heads, the administrative stipend would end when the person no longer serves as head. Currently, the 15 Administrative Librarians in the bargaining unit, not all of whom act as “Heads”, earn an average salary of $112,804. This is, on average, $30,000 more than the average salary of a General Librarian. Thus, the new agreement regarding heads appointments will allow UBC to save that difference between the two salaries for the rest of the employment history of the individual appointed Head and paid with a stipend instead of an increase in the base salary.

6.38 It is also our position that this proposal should not be costed at all during this round of bargaining because the earliest anyone will earn entitlement to a leave is in six years, long after the CA has expired. The provision in question is in a LOU that expires in one year. Obviously it is our intention to make the LOU permanent in a future round of bargaining, and when and if that happens it should be costed then.

**NON-MONETARY PROPOSALS**

**7. BACKGROUND TO THE 2012-2014 NON-MONETARY PROPOSALS OF THE ASSOCIATION**

7.01 The Collective Agreement is silent about how non-monetary proposals are to be resolved in arbitration, as the extant language focuses on monetary issues. That said, replication is likely the principle to guide arbitrators for these issues. Arbitrators have recognized that the best way to achieve replication is through comparability with other similar universities/colleges. Cases on interest arbitration criteria reflect two key themes; comparability and replication. The best yardstick by which to replicate what Parties might have agreed to in free collective bargaining is settlements that similarly situated Parties arrived at voluntarily. As stated, the key criterion for an interest arbitration board in setting terms and conditions of employment is comparability. It is by assessing what truly
comparable Parties have done in bargaining that interest arbitrators are best able to replicate a freely bargained result. The proposals the Association made to the University were made in the spirit of making the University work better for the Association members, and they are in no way prejudicial to the University’s functioning as a premier research and teaching institution.

A) **Elimination of Dates Pertaining to the Annual Payment of the Career Advancement Plan (CPI, Merit and PSA)**

7.02 PTR at UBC is maintained through the Career Advancement Plan. All continuing non-sessional members (defined as those non-sessional members employed on June 30 of one academic year and July 1 of the subsequent academic year) receive annual increments paid out of a “career advancement” fund. (pages 38-43)

7.03 The Career Advancement fund for any contract year (beginning on July 1) is 2.5% of the previous year’s total salaries of continuing members (i.e. the fund for the contract year 2012-2013 is 2.5% of the total salaries of continuing members employed in 2011-2012.)

7.04 At the University of British Columbia the breakdown of the 2.5% of salaries allocated to the Career Advancement fund is as follows: 1.25% is awarded on a seniority basis (career progress increments, or CPI), .75% is allocated on a merit basis (Merit), and .5% is allocated on the basis of Performance Salary Adjustments (PSA formerly known as anomaly and inequity adjustments). Career Advancement distributions are in addition to base salary.

7.05 The introduction of the Career Advancement Plan (also known as Progress Through the Ranks, or PTR), and its purpose, are reflected in a 1979 letter from the President of the University to the Association (at Tab 8). The Plan was created to ensure that members of the bargaining unit would receive salary adjustments for years of experience and career progress apart from any general increases for inflationary purposes.

7.06 An allocation of money for PTR has been in existence since 1976 and the current structure of the PTR Plan has been unchanged since 1997.

7.07 The existing language pertaining to the PTR Plan (Articles 2.01 of Salaries and Economic Benefits) (p. 13), Merit (Article 2.03 of Salaries and Economic Benefits) (p. 39) and PSA (Article 2.04 of Salaries and Economic Benefits) (p. 41) contains specific dates for the distribution of this money. For example, 2.01 currently reads:

A sum equal to 1.25% of the

(1) 2009/2010 salaries of continuing members of the bargaining unit shall, effective on July 1, 2010; and

(2) 2010/2011 salaries of continuing members of the bargaining unit shall, effective on July 1, 2011,

be allocated by way of CPI in accordance with the following provision
7.08 The Association is proposing eliminating reference to specific years in the language on CPI, Merit, and PSA increments to ensure that those increments are paid on time (proposed language is at Tab 8). Currently the University does not pay these increases until after the new Collective Agreement is ratified, even though the payment of the increases has already been agreed upon as part of the Collective Agreement.

7.09 The Association contends that the University has an incentive to withhold making payouts in order to earn interest on the money until it is paid out.

7.10 The 2010/2011 salaries of continuing members of the bargaining unit was $320,546,132. This represented approximately 93% of the total wage bill of the bargaining unit. The total Career Advancement Fund used for CPI, Merit and PSA is 2.5% of the total wages of continuing members. Thus on July 1, 2011 the total amount of the Career Advancement Fund for 2011-2012 was $8,013,654.

7.11 The size of the fund that should have been calculated on July 1, 2012, based on the 2011/2012 salaries of continuing members, and then paid out (starting on the July 15, 2012 paycheque) is at least $8M. By holding on to the money that would be used to pay PTR until several months after bargaining concludes, the University is able to generate significant interest earnings. At 3.5% interest, a one-year delay in the payment of PTR because of protracted negotiations means the University would be able to generate interest earnings of over $145,000 per bargaining round. Were the Career Advancement Fund paid out on time, faculty members could be earning interest on this money themselves.

7.12 At every other university in British Columbia, in every other bargaining unit at UBC, and at all of the comparator institutions for which data are available, except for Western, Waterloo and Dalhousie, increments are paid annually on a specific date, notwithstanding the fact that the Collective Agreement has expired. This is illustrated in the Table “CPI & Merit/PSA Increases” at Tab 8.

B) Merit Increments

7.13 Both merit increments and performance salary adjustments ("PSAs") are awarded on the basis of criteria quite different from those for career progress increments. Merit is awarded to members based on meritorious performance of their duties in the previous year (page 40), and PSA is awarded on the basis of performance over a period of time which is worthy of recognition; on the relationship of a member’s salary to that of other members taking into consideration total years of service at UBC; and on market considerations (page 42).

7.14 Merit and PSA increments are awarded by the University based on a consultative process agreed to by the Parties. Thus, half of the distribution of the PTR money is discretionary on the part of the University. The size of the merit increment is tied to the value of the CPI increment. Merit is awarded in 1, 1½, 2, 2½, or 3 increments. PSA increments can be of any amount.

7.15 The structure of our merit pool means that there will often not be enough merit for all members of a unit who are, in fact, meritorious. For example, according to data provided by the University, in 2011-2012 in the English department (chosen for this example because its large size will minimize the effect of random variations) there were only 25 merit units
available, meaning that fewer than 45% of members could receive merit. This certainly represents a potential constraint in the fair distribution of the money that funds Progress Through the Ranks.

Source: Derived from the 2011 Summary Report provided by UBC to the Association

7.16 The Association proposes that merit increments be awarded in an amount equal to \( \frac{1}{2} \) of a CPI increment, in addition to the existing 1, 1½, 2, 2½, and 3 unit amounts. The value of one unit of merit would continue to be capped at the CPI value ($1500). By introducing the possibility of \( \frac{1}{2} \) unit of merit, and capping merit units at $1500, more individuals would be eligible to receive merit pay, and this would also allow departments to deal with difficulties caused by cross-listed appointments. The proposed language is at Tab 8.

7.17 This proposal will not require any additional money to be added to the Career Progress fund, nor will it alter the allocation of that fund between CPI, merit, and PSA. It will simply allow a slightly different allocation of the fund between individual members.

C) CAPPING OF CAREER PROGRESS INCREASES AT $1,500

7.18 The number of faculty who receive one or more Career Progress Increments (“CPI”) varies from year to year, and is a factor of the rank of a faculty member and how long they have been employed by the University. Thus each year, the University has to calculate how many CPI are to be awarded. The unit value for the July 1st 2012 PTR payments are in Tab 8 (email from Fran Watters dated March 19, 2013).

7.19 The value of a single CPI is calculated each year, by taking 1.25% of the previous year’s wage bill for faculty and dividing that number by the number of increments that are due to be paid in the year.

7.20 The value of the CPI varies from year to year depending on how many increments are to be paid out in a given year; general wage increases in the previous year (because it is calculated based on total wages); how rapidly the faculty complement is growing (the more faculty members receiving CPI units, the lower the value of each unit); and whether the growth in the faculty complement occurs in relatively high salary departments or relatively low salary departments (growth in high salary departments will increase the total wage bill more than growth in low salary departments).

7.21 The value of a single CPI increment rose by approximately 18% in the ten year period between 1996/97 and 2006/2007, as illustrated in Table 19. It rose by approximately 25% in the five years between 2006/2007 and 2011/2012. This recent rapid rise in the value of the CPI increment, greatly outpacing inflation, has created inequities between faculty members based on their year of hire. Because the value of the increment changes, faculty members hired in 2005/2006 received increments worth $1,296 at the start of their second year at UBC, which was 25% less than what faculty members hired in 2010/2011 received at the same stage in their career ($1,618). This growth rate in CPI values creates significant salary compression, since assistant professors receive multiple increments each year early in their career, while those who have been at the University a much longer period of time received increments that had much smaller values in their early years.
Table 19. Change in CPI increments 1996/1997 to 2011/2012

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011/12</td>
<td>$1,618</td>
</tr>
<tr>
<td>2010/11</td>
<td>$1,580</td>
</tr>
<tr>
<td>2009/10</td>
<td>$1,499</td>
</tr>
<tr>
<td>2008/09</td>
<td>$1,425</td>
</tr>
<tr>
<td>2007/08</td>
<td>$1,354</td>
</tr>
<tr>
<td>2006/07</td>
<td>$1,296</td>
</tr>
<tr>
<td>2005/06</td>
<td>$1,233</td>
</tr>
<tr>
<td>2004/05</td>
<td>$1,213</td>
</tr>
<tr>
<td>2003/04</td>
<td>$1,215</td>
</tr>
<tr>
<td>2002/03</td>
<td>$1,200</td>
</tr>
<tr>
<td>2001/02</td>
<td>$1,145</td>
</tr>
<tr>
<td>2000/01</td>
<td>$1,113</td>
</tr>
<tr>
<td>1999/00</td>
<td>$1,103</td>
</tr>
<tr>
<td>1998/99</td>
<td>$1,050</td>
</tr>
<tr>
<td>1997/98</td>
<td>$1,030</td>
</tr>
<tr>
<td>1996/97</td>
<td>$1,100</td>
</tr>
</tbody>
</table>

7.22 These differentials obviously compound over time. The Association proposes capping the CPI value at $1,500 (it was $1,618 at July 1, 2011) and distributing the excess equally to all continuing members in ranks eligible to receive Merit/PSA/CPI (the proposed language is at Tab 8). This would enable those members who have maxed out on their CPI, as well as those who have been long-time employees of the University, to receive small increases, and the effect would be to begin to reduce the salary compression that has crept in over time because of the continuing increases to the value of the CPI increment. The value of $1,500 was chosen because that is roughly the value the increment would have been in 2011/2012 had the value risen proportionally with inflation since 1996/97. This proposal will not require any additional money to be added to the Career Progress Increment fund.

7.23 Capping increments and allowing them to increase in pace with inflation is a much more common approach in Canadian universities than the one currently in use at UBC.

D) INVESTIGATIONS

7.24 The Association has proposed a new Article in the Framework Agreement to establish representational rights. The proposed language is at Tab 9.

7.25 The Association wants to ensure that members have meaningful protection throughout the investigation. This would include pre-investigation notice and disclosure.

7.26 The other BC universities have provisions for representational rights in their Collective Agreements as do many of our comparator institutions nationally, including the University of Alberta, Queen’s University, the Western University, Waterloo and McGill University. The Table “Investigations” at Tab 9 summarizes the rights under an investigation for comparator institutions.

7.27 Though the Association has raised concerns about representational rights during investigations with the University, the University insists that the Association does not have these rights in the Collective Agreement and it is therefore not legally bound to contact the Association, or advise members of their right to assistance and representation by the Faculty Association when they are under investigation. The Faculty Association has been seeking representational rights since the 2006 round of collective bargaining. The 2006 proposal can be found at Tab 9. A number of other unionized employee groups at UBC have representational rights in their collective agreements. The specific language provisions of these groups as well as that of our comparator universities can be found at Tab 9.
7.28 This issue is important to us because the University has been known to call members into meetings with Heads and/or Deans to discuss performance-related issues, and then offer a termination agreement without allowing the individual to consult with the Association. Members have been told that Association involvement would complicate the investigative or meeting process. This can only be meant to intimidate members.

7.29 Involving the Association at all stages of an investigation provides an important balance to the investigative process by protecting vulnerable employees under investigation, helping to clarify facts, and ensuring that a fair and due process takes place.

7.30 All but two of our comparator universities provide representational rights during investigations and pre-investigation notice (McMaster and Ottawa), which is shown in the Table “Investigations” at Tab 9. Nine (9) out of our 16 comparator universities provide pre-investigation disclosure. This provision is universal in BC with all 4 of UBC’s comparator’s providing disclosure rights. Post-investigation disclosure is more common, with 13 universities having such provisions. In all but four of the comparators (Toronto, McMaster, Waterloo and Saskatchewan), faculty members have the right to make submissions at the investigation stage. Eleven (11) out of the 16 comparator universities provide faculty members the right to make a submission after an investigation report has been issued.

E) Equity

7.31 The Association has proposed to modify Article 4 in the Framework Agreement (p. 8) to improve the comprehensiveness of the language of the current Collective Agreement and codify the mutual commitment of the Parties to cultivating a positive working climate at UBC. The proposed language is at Tab 10.

7.32 The Association also proposes additions to Article 4 (Criteria for Appointment, Reappointment, Tenure and Promotion) in Conditions of Appointment for Faculty (p. 73) to ensure that scholarship is more broadly defined to incorporate non-traditional methodologies and practices. The proposed language is at Tab 10.

7.33 Increasingly, as part of UBC’s strategic plan, Place and Promise, the University seeks scholars with less traditional research interests, where the dissemination of their research takes place outside the traditional academic categories, such as peer reviewed journal articles and monographs. For example, a legal scholar may choose to disseminate her/his knowledge by working directly with community groups to prepare, research and draft submissions for an international review body. This significant and critical difference in approach to scholarship is difficult to capture in the current language.


7.34 Valuing Difference: A Strategy for Advancing Equity and Diversity at UBC, the University’s Strategy for Advancing Equity and Diversity at UBC, states, “UBC embraces equity and diversity as integral to our academic mission. We encourage and support participation of the widest range of perspectives in our exploration and exchange of knowledge and ideas.”

(See excerpts from the Introduction of *Valuing Difference* at Tab 10). It is therefore important to have this recognition reflected in the language of the Collective Agreement so that it forms part of the criteria by which scholarship is judged for merit, promotion and tenure processes.

**F) Workload Issues**

7.35 The Association has proposed to modify Article 13 in the *Framework Agreement* (p. 16) because we have identified workload as one of the most pressing issues facing faculty members. In the 2010 round of bargaining the University and the Association agreed to put new workload language in the Collective Agreement. The language was similar to language that the University of Toronto had proposed to its own Faculty Association. What the Association seeks in this round of bargaining is to make some incremental changes to the language, again following the lead of the University of Toronto.

7.36 The inclusion of a workload article in the Collective Agreement was good for both faculty and for the University. The language gives some structure to the workload obligations of faculty. Building on the extant language will be a mutual benefit to both Parties as it allows faculty members to organize their time better. The Association’s ultimate objective is to move close to the workload language of the University of Toronto. That university is internationally ranked as the number one university in Canada, and appropriate workload language does not interfere with the University of Toronto achieving top status. Thus, we present a very modest proposal that inches us closer to University of Toronto, building on the last round of collective bargaining.

7.37 Unlike most employees, individual faculty members have no assigned daily or weekly hours. Their workloads consist of assigned courses, largely self-assigned service, and entirely self-assigned scholarly activity or, in the case of instructors, educational leadership. Because tenure, promotion, and merit awards are largely based on members’ productivity in the areas of scholarly activity or educational leadership, members need sufficient time to pursue these activities. Lack of sufficient time leads to overwork and lack of appropriate work-life balance.

7.38 In November, 2011, UBC conducted a *Workplace Experiences Survey*. The survey was administered by Ipsos Reid, one of the world’s leading survey research firms. Results from the survey confirm that an unacceptably large number of faculty members are dissatisfied with their workloads and suffering stress and health issues as a result. Here are some of the results found on the survey (Survey results reported below are at Tab 17):

a. When asked: “Generally speaking, what type of impact, if any, does your work have on the overall state of your health and well-being?” 51% of the professoriate in Vancouver and 64% in the Okanagan said it had a somewhat or very negative impact. (*UBC Workplace Experiences Survey 2011*, p. 19 of the UBCV Professorial report and the UBCO Professorial report).

b. 63% of Vancouver professoriate and 67% of Okanagan professoriate either disagreed or strongly disagreed with the statement “My work allows me to achieve an acceptable balance between my work life and personal life.” (*UBC Workplace Experiences Survey 2011*, p. 19 of the UBCV Professorial report and the UBCO Professorial report).

c. Respondents were asked to name top barriers to long-term career objectives. "My workload" was given by 41% of Vancouver professoriate and 45% of Okanagan professoriate. (UBC Workplace Experiences Survey 2011, p. 32 of the UBCV Professorial report and the UBCO Professorial report).

d. Respondents were asked the top areas for improvement. “Workload was listed by 40% of Vancouver professoriate and 54% of Okanagan professoriate. (UBC Workplace Experiences Survey 2011, p. 29 of the UBCV Professorial report and the UBCO Professorial report).

e. Respondents were asked to name the top sources of stress. “Teaching Responsibilities” was given by 24% of Vancouver professoriate and 35% of Okanagan Professoriate. (UBC Workplace Experiences Survey 2011, p. 34 of the UBCV Professorial report and the UBCO Professorial report).

f. 52% of Vancouver professoriate and 61% of Okanagan professoriate either disagreed or strongly disagreed with the statement “My work allows me to achieve an acceptable balance between my work life and personal life.” (UBC Workplace Experiences Survey 2011, p 19 of the UBCV Professorial report and the UBCO Professorial report).

g. 21% of Vancouver professoriate and 40% of Okanagan professoriate either disagreed or strongly disagreed with the statement “I am satisfied with the number of courses I teach.” (UBC Workplace Experiences Survey 2011, p. 19 of the UBCV Professorial report and the UBCO Professorial report).

7.39 The Association has made five specific recommendations to modify Article 13 in the Framework Agreement (p. 16) to bring the Collective Agreement language into line with provisions at other research universities in a way that will help improve workload stress and the health issues that arise from that stress. The proposed language can be found at Tab 11. What we are proposing is quite modest. To underscore this, Tab 11 also contains the entire workload policies of the University of Toronto, Queen’s University, and Western. The policies at each of these comparator universities are of significantly more breadth and depth than the comparatively minimal language that the Association is proposing in this round of bargaining. As well, the table “Workload” at Tab 11 shows what each of our comparators does with respect to the five recommendations we make.

G) Workload Policy Committee

7.40 The Association has proposed the establishment of departmental workload committees to create departmental workload policies, which in the Collective Agreement are referred to as the “General Approach to Workload” (Article 13.02d and Article 13.03 at Tab 11).

7.41 The existing workload provisions in the Collective Agreement require the Head to “notify members annually of the unit’s general approach to workload” (Article 13.03(a) of the Agreement on the Framework for Collective Bargaining, page 17) and to assign workloads to
members “in accordance with the principles governing the assignment of workload, the unit’s general approach to workload, and other factors relevant to the individual member” (Article 13.02, page 17). Since scholarly activity is self-directed this provision pertains to teaching assignments, and occasionally service assignments.

7.42 The current provisions provide no direction on how the department’s “General Approach to Workload” is to be developed. No specific role is given to the Head, to the department as a whole, to any departmental committees, or even to the Dean.

7.43 The practice in most departments at UBC is for the “General Approach to Workload” to be developed by committee and approved by the department as a whole. These committees improve the transparency and equity of workload allocations in departments that have them. However with over 100 departments, and no clear language in the Collective Agreement, there is some variation in departmental procedures. Establishing workload committees in the Collective Agreement, and providing them with criteria for workload policies, is a standard mechanism by which faculty associations deal with this issue (see for example, the language listed in the document entitled “Departmental Workload Committees Comparator Language” at Tab 11a). The establishment of a workload committee is a fairly common practice with our comparator institutions, as is illustrated in the table “Workload” at Tab 11. Almost half of the comparator universities have workload committees constituted under their collective agreements. The majority of the major research institutions in Canada provide substantive member consultation regarding workload allocation. The majority (10 out of 16) of comparator universities have language regarding the equitable assignment of work.

7.44 The specific language proposed by the Association for Article 13.03 is virtually identical to extant language at our major comparator, the University of Toronto. Toronto’s language is included at Tab 11a.

H) Workloads for Faculty Members Holding Joint Appointments

7.45 The Association has proposed that faculty members holding joint appointments to more than one academic unit shall be assigned teaching and University service duties in a manner consistent with their percentage appointment in each unit (new Article 13.04, behind Tab 11). To help provide clarity with expectations and obligations, a common meeting involving the faculty member and all heads of units to which the member is appointed should take place on an annual basis to discuss workload and, if necessary, to resolve any conflict in expectations between units. This is an important technical proposal to ensure that faculty members with joint appointment do not, in effect, receive a workload assignment from each department that, together, sum to more than 100% of a normal workload.

7.46 The specific language proposed by the Association for Article 13.04 is virtually identical to extant language at our major comparator, the University of Toronto. Toronto’s language is included at Tab 11b.

I) Intercampus Equity

7.47 The Association has proposed that there should not be significant discrepancies in workload between the same academic unit/disciplinary areas between the Vancouver and
Okanagan Campuses. The language is included in Article 13.05 at Tab 11. As is clear from the responses to the Workplace Experiences Survey, faculty members at the Okanagan campus are suffering from greater workplace stress than those at the Vancouver campus. This is the result of members at the Okanagan campus having generally higher teaching loads while having the same expectations for scholarly activity or educational leadership when they are being reviewed for promotion and tenure. A provision ensuring cross-campus equity is common in universities with multiple campuses. The University of Toronto addresses this in Article 11.1 of its workload policy:

As previously agreed, the Parties agree that there should not be significant discrepancies in workload between the same departmental/disciplinary areas across the three campuses. The Parties agree to establish a joint committee, composed of an equal number of representatives appointed by each party, to carry out an examination of workload matters for faculty and librarians at UTSC and UTM. The Joint Committee will also discuss whether there should be a provision preventing faculty from being required to teach on more than one campus of the University on the same day.

7.48 The specific language proposed by the Association for Article 13.05 is virtually identical to extant language at our major comparator, the University of Toronto. Toronto’s language is included at Tab 11c.

J) Non-teaching Term

7.49 The Association has proposed that, in the interest of ensuring adequate time for scholarly activity and educational leadership, tenure-stream faculty shall not be required to teach in more than two terms in any academic year, or the equivalent, nor shall they be pressured to volunteer to do so. The language is included at Article 13.06 at Tab 11.

7.50 Allowing a full “research term” each year is a crucial and traditional mechanism by which faculty have time to focus on their non-teaching responsibilities. Historically the “research term” was standard at the University of British Columbia and courses taught in the summer were taught by Sessional Lecturers or members of the professorate who were paid on a stipend basis. Changes in Faculties’ budgetary model has put this tradition in peril and some departments, such as the Economics, Political Science and Philosophy unit at the Okanagan campus, have started assigning courses in the summer.

7.51 Assigning full-time members teaching in all three terms is completely unnecessary for the functioning of any program in the university. Because UBC is a large university with large departments, and because so many courses are taught by sessional lecturers, who do teach in all three terms, 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.

7.52 A provision restricting assigned teaching to two terms is common in the Collective Agreements of our comparators as can be seen in the table "Workload" at Tab 11. We have also provided specific illustrations of the language used at a variety of Canadian universities. See for example, at Tab 11d, the language used at the University of Toronto (Article 4.1, University of Toronto Workload Policy and Procedures for Faculty and
7.53 This provision is also important because the University is under increasing pressure to make more use of the summer term. This is due to the way the province computes space use when it comes to its assessment of the university's requests for capital for new buildings, etc. “Summer use” is listed as one of the key drivers in the University’s ten-year financial plan. There is no operational reason that increased summer term usage would require the elimination of the traditional research term free of teaching. However, increased summer used, along with the new budgetary model, creates significant uncertainty in this regard.


7.54 A term free of teaching for the purposes of scholarly activity and educational leadership duties is so much the norm both in research intensive universities and in teaching intensive universities that the university would face a major recruitment and retention issue should this practice cease at UBC.

7.55 The specific language proposed by the Association for Article 13.06 is virtually identical to extant language at our major comparator, the University of Toronto. Toronto’s language is included at Tab 11d.

K) **Workload for Members in the Instructor Classification**

7.56 The Association has proposed that, in the determination of workload for faculty in the Instructor classification, faculty members in the instructor classification are entitled to reasonable time to perform all aspects of their duties. The language is included in Article 13.07 at Tab 11. In the 2010-2012 Collective Agreement the Parties agreed to modify the Instructor classification to make it more parallel to the professoriate. After the 2010-2012 modifications Instructors are able to be promoted to a new rank, Professor of Teaching. “Educational Leadership” was explicitly added to the duties of Instructors. It now becomes crucial that Instructors are given reasonable time to perform all aspects of their duties so that they can be promoted through their ranks and not devolve into “teaching machines.”

7.57 The specific language proposed by the Association for Article 13.07 is virtually identical to extant language at our major comparator, the University of Toronto. Toronto’s language is included at Tab 11e.

L) **Right of First Refusal for Sessionals**

7.58 UBC has recognized the significant role of Sessionals at the University, as evidenced by the following two sentences included within the Preamble to the *Conditions of Appointment for Sessional Faculty Members* (p. 124):
A. The University and the Faculty Association recognize the important contribution of Sessional Faculty Members to the University in the achievement of its purposes, and, specifically, its teaching mission.

B. Sessional Faculty Members have a right to fair terms and conditions of employment within the many distinct administrative structures of the University community.

7.59 The Association has proposed to give part-time Sessional Lecturers the right to accrue additional courses for which they are qualified, on a seniority basis. The language for changes to Article 6 (p. 129, Conditions of Appointment for Sessional Faculty Members) is at Tab 12.

7.60 Sessionals, while a small percentage of the bargaining unit’s total wage bill, contribute enormously to the undergraduate teaching function of the University. In departments such as Economics and English and Faculties such as Education and Commerce, Sessionals teach the majority of undergraduate students. According to the Canadian Association of University Teachers between 40 and 60 per cent of undergraduate teaching in Canada is done by Sessionals (also called Adjuncts or Contract Academic Staff at other universities).

7.61 Because Sessionals are paid per course credit, or equivalent, it is crucial that they be able to access available courses in order to have access to the equivalent of a full-time job.

7.62 Prior to 2011 there was a dispute between the Parties as to the meaning of a Sessional’s right to reappointment. On January 11, 2011 the Parties entered into an agreement to arbitrate differences regarding the assignment of courses. The Association contended that Sessionals were entitled to available work based on what they had previously taught and that this was common practice in some departments. (See excerpt from FA’s "Sessional Work at UBC" and an email from a departmental administrator to a sessional outlining this practice at Tab 12.) Evidence presented at that arbitration, however, led the Association to accept the University's position of a much more limited right of reappointment. The Parties came to an agreement about what the current language in the Collective Agreement meant. Consequently, the Faculty Association wishes to improve the language and its intent.

7.63 This dispute led to a consent agreement that specified that a non-continuing Sessional’s right to reappointment is the right to an assignment to teach one course each academic year and that a Continuing Sessional’s right to reappointment is the right to an assignment to a minimum course load as specified in their individual entitlements.

7.64 The Faculty Association seeks to modify the language to provide for rights of assignment that allow Sessionals to accrue additional courses for which they are qualified on a greatest length of service basis. This would provide more Sessionals with the opportunity to achieve employment security through continuing status if the work is available and they are meet the qualifications. Queens, McMaster, Saskatchewan and Calgary all provide the right of first refusal to sessional members. In BC, both Simon Fraser University and Royal Roads provide these rights. A summary of comparators with respect to the right of first refusal is found at Tab 12, as are the specific language provisions of a number of the comparator institutions.
7.65 The Faculty Association also seeks to give Sessionals priority over external applicants for newly created Lecturer positions. The proposed changes to Article 12 (p. 134, Conditions of Appointment for Sessional Faculty Members) are at Tab 12.

7.66 The job description of Lecturers ("responsibilities limited to teaching and related duties which may include administrative responsibilities normally undertaken by faculty members") and the job description of Sessionals ("to teach credit course(s), Full-Time or Part-Time, or to perform related duties such as course coordination or laboratory supervision, for a period of less than twelve (12) months.") are functionally equivalent. Therefore, the Association proposes to give Sessionals priority over external applicants for newly created Lecturer positions.

7.67 This procedure exists at the University of Calgary where, subject to the necessary qualifications and record of performance, Sessional Instructors are granted first consideration for both limited-term and ongoing positions as Instructors and Senior Instructors. The Association seeks similar rights whereby our Sessionals would have first consideration for Lecturer positions that open up at UBC.

**M) RIGHT OF REAPPOINTMENT FOR LECTURERS**

7.68 The Association has proposed modifying Conditions of Appointment for Faculty and Conditions of Appointment for Sessional Faculty Members (page 124) to introduce a right of reappointment for Lecturers.

7.69 Lecturers, also called 12-month Lecturers, are employees “holding an appointment without review for a term of twelve (12) months with responsibilities limited to teaching and related duties which may include administrative responsibilities normally undertaken by faculty members” (Article 1.01 of the Conditions of Appointment for Faculty, p. 65). As of November 2012 there were 178 Lecturers in the bargaining unit.

7.70 Lecturers are defined as continuing members of the bargaining unit. They are entitled to CPI as per Appendix A of Salary and Economic Benefits (p. 54). Lecturers earn CPI increments during years 2 through 12 of their employment. Lecturers are also entitled to Merit and PSA increments from the same Career Advancement Fund as all other continuing members.

7.71 Lecturers are hired on a series of one-year term contracts. The most senior Lecturer received her first appointment in 1980. Over one half of all Lectures have been employed for ten years or more. Despite this, Lecturers have to wait each year to find out whether or not they will be reappointed, leading to unnecessary stress for employees who have served the University for a long period of time.

7.72 Lecturers have no right of reappointment nor are they eligible for an appointment without term (tenured appointments). Even Non-Continuing Sessionals have the right to reappointment to one course per year.

7.73 The Association proposes to remedy this inequity by giving Lecturers a right of reappointment. The proposed language is at Tab 13, and is simply the language that already exists in the Collective Agreement for the reappointment of Sessionals (Article 10, Conditions of Appointment for Sessional Faculty Members) (p. 133). Thus, the Association
merely asks to give a similar right that has already been granted to all other members of the bargaining unit.

7.74 The right of reappointment for Lecturers that the Association seeks is similar to what can be found at the University of Alberta, where "Following an assessment of satisfactory performance, a staff member who has an appointment for a rolling term shall have the terms of the appointment extended by one year (in the case of persons appointed on a 12-month basis), or one complete term (in the case of persons appointed on recurring terms of less than 12 months)."

Source:
http://www.hrs.ualberta.ca/MyEmployment/~/media/hrs/MyEmployment/Agreements/Academic/CAST.pdf (at 7.01.1)

N) Tenure Denial Grievances

7.75 During this round of bargaining, the University served the Association with an estoppel notice that it would no longer continue the longstanding practice of extending a member's appointment until the end of the academic term in which a settlement occurs when the President's decision not to grant tenure is grieved. Normally, but not always, the grievance process is resolved during the terminal year. The estoppel is at Tab 14.

7.76 The Association proposes to add an additional paragraph to the current Article 2.03g (p.69). The proposed language can be found behind Tab 14. This proposal ensures that our members remain employed with the University until a final decision about their tenure status is rendered through the grievance process. This proposal seeks Natural Justice for our members as an untimely removal from the University can have irreparable impacts on the career of the faculty member and potentially cause them financial disaster. Faculty members may lose their grants, they may have to close labs that have taken them more than five years to build, they may lose their visa status, and/or they may have to find new supervisors for their graduate students. Should the decision then be overturned, the consequences can be hard to undo and difficult to make the member whole again. Grievance processes are meant to be resolved before a person bears the consequence of a serious and life-changing decision that could cause potentially irreparable harm to the individual.

7.77 Little harm occurs to the University in keeping a faculty member employed until the grievance process is exhausted. The Table entitled “Tenure Denial Grievances Since 2008" at Tab 14 illustrates that the numbers are also very small. Since 2008, the Faculty Association has recorded seventeen (17) tenure denials that were grieved. Of these grievances, twelve (12) were successfully resolved during the terminal year. Only three (3) cases resulted in the need for an extension of the faculty member’s appointment beyond the terminal year and one individual was ultimately granted tenure. There are currently two (2) tenure denial grievances under discussion with the University. We have an Agreement in Principle on the resolution of one and the other was filed 14 March 2013.
O) SABBATICAL (STUDY LEAVES) FOR INSTRUCTORS

7.78 The Association proposes to modify Article 2a in *Leaves of Absence* (p. 59) (the proposed language can be found at Tab 15) to align the sabbatical rules of the Instructor stream with the Professoriate stream. The following ranks are eligible for study leaves: Senior Instructors, Assistant Professors, Associate Professors, Professors, Professors of Teaching, Librarians and Program Directors.

7.79 The first rank in the Instructor stream is Instructor I. Instructor I positions are not eligible for study leave. When an Instructor is promoted to Senior Instructor, the five years of service as an Instructor 1 count towards eligibility for a study leave, but Senior Instructors must serve at least two years in that rank before being able to take a study leave. Assistant Professors (the first rank in the professoriate), by contrast, are eligible for study leave during that first rank and do not need to be promoted to earn study leave eligibility. By requiring Senior Instructors to wait two years after promotion from Instructor 1 to achieve eligibility for study leave, Senior Instructors are disadvantaged compared to those in the professoriate stream in the timing of their first study leave.

7.80 The proposed language (at Tab 15) addresses an inequity between the Instructor stream and the Professoriate stream that needs to be resolved. This proposal has no cost attached to it.

P) CHANGE TO APPENDIX A

7.81 The Faculty Association proposal is to remove “Faculty members appointed to the University’s Negotiating Committee for Collective Bargaining” in Appendix A of the *Framework Agreement* (p. 29). The proposed language can be found at Tab 16.

7.82 The Association’s position is that members of the bargaining unit should not be seconded to serve on the University’s negotiating committee. To do so, places the member in an obvious conflict of interest. A member “cannot serve two masters.” Those persons return to the bargaining unit when collective bargaining is concluded, and are directly and personally affected by what they have been involved in, and negotiated, at the bargaining table.

7.83 This proposal has no cost attached to it.

CONCLUSION

In summary, the Association submits that with respect to the its monetary proposals

(a) the University has the ability to pay the cost of the Association’s monetary proposals; and

(b) the Association’s proposal for a significant general wage increase and the other monetary proposals meet the tests required under Article 11.02(e)(i)-(iv) (pp. 14-15) to merit such increases.
With respect to the Association’s nonmonetary proposals, the Association submits that none of its proposals falls outside the norm of Agreements that comparator universities have achieved, and in some cases the Association is only seeking things that other groups on campus already have.

ALL OF WHICH IS RESPECTFULLY SUBMITTED ON BEHALF OF THE UNIVERSITY OF BRITISH COLUMBIA FACULTY ASSOCIATION.

Dated at Vancouver, BC, May 8th 2013

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Allan E. Black, Q.C.

Counsel for the University of British Columbia Faculty Association