

- i. adding entitlement for common-law spouses, same sex spouses and “partners”, and non-dependent and step-children of Members;
 - ii. removing any reference to eligible courses (i.e., adding eligibility for cost-recovery courses including the Masters in Business Administration program, courses offered by Continuing Studies, and courses offered by the University’s Human Resources Department);
 - iii. eligibility for a Member’s spouse and children for a period of eight years after a Member’s retirement and death; and
 - iv. making part-time instructors eligible.
- c. With regard to the Medical Service Travel Fund:
- v. increasing the Fund from \$10,000 to \$15,000;
 - vi. replacing “attending physician” and/or “considered not medically necessary by the Medical Service Plan of BC” with “health professional” in specific provisions (Articles 50.10.3.1, 50.10.3.2.).

257. The University has costed the FA’s proposals in connection with this Article at \$4,907,964 over five years.

Article 54/F-1 (Sabbatical Leave)

The University’s Proposal

258. The University essentially proposed incorporating the language of the Faculty Agreement into the First Collective Agreement, with one exception which is identified below.

The FA’s Proposal

259. The FA’s final proposal sought to make the following changes to the language of the Faculty Agreement:

- a. remove the following language from what had been Article 54.1 of the Faculty Agreement: “While sabbatical leaves are available to Faculty Members, they are not granted automatically”;
- b. increase salary coverage in what had been article 54.2(a) of the Faculty Agreement from 80% to 85%;
- c. increase salary coverage in what had been article 54.2(b) of the Faculty Agreement from 80% to 85%;
- d. increase salary coverage in what had been article 54.2(c) of the Faculty Agreement from 90% to 100%; and
- e. reduce the length of the period the Provost may defer granting an approved sabbatical leave from “up to three academic years” to “one academic year” in what had been Article 54.8 of the Faculty Agreement;
- f. remove the requirement in what had been Article 54.17 of the Faculty Agreement which made a Member’s ability on returning from a sabbatical leave to receive a nominal salary including all applicable salary adjustments had the person not taken sabbatical leave “subject to providing a satisfactory Performance Evaluation Report”. The University agreed to forego the requirement of a “satisfactory” report, but its final proposal continue the requirement to submit a Professional Activity Report under the First Collective Agreement.

260. The University has costed the FA’s proposal in connection with this Article at \$555,241 over a five-year term.

Article 55/F-2 (Academic or Professional Leave for Librarians and Senior Lab Instructors)

The University’s Proposal

261. The University proposed incorporating the language of the Faculty Agreement into the First Collective Agreement.

The FA’s Proposal

262. The FA's final proposal sought to make the following changes to the language of the Faculty Agreement:
- a. increase allocation in what had been Article 55.4(c)(ii) of the Faculty Agreement per full-time faculty member from \$2,500 to \$3,000;
 - b. remove the fund maximum of two years' allocation in what had been Article 55.4(c)(ii) of the Faculty Agreement;
 - c. change the compensation salary level and duration in what had been Article 55.9 of the Faculty Agreement; and
 - d. require the University to update the priority lists for the leaves in what had been Article 55.10.1 of the Faculty Agreement; and
 - e. add language to what had been Article 55.10.2 of the Faculty Agreement relating to placement on the priority list.
263. The University has costed the FA's proposal in connection with this Article at \$299,245 over a five-year term.

Article 56/F-3 (Assisted Study Leave)

The University's Proposal

264. The University proposed incorporating the language of the Faculty Agreement into the First Collective Agreement.

The FA's Proposal

265. The FA's final proposal sought the following changes to the language of the Faculty Agreement:
- a. Removing reference to duration of normal term in what had been Article 56.6 of the Faculty Agreement; and
 - b. Increasing financial assistance minimum to 85% from 50% in what had been Article 56.7 of the Faculty Agreement.

266. The University has costed the FA's proposal in connection with this Article at \$259,831 over a five-year term.

Article 61/F-7 (Sick Leave)

The University's Proposal

267. With one exception noted below, the University proposed incorporating the language of the Faculty Agreement into the First Collective Agreement.

The FA's Proposal

268. As was the case before Arbitrator Ready, the FA sought to have paid sick leave entitlement increased from 60 to 180 days per illness or accident (Article 61.5).

269. In connection with the FA's proposal to increase the number of paid sick leave days available to Members by 300%, the University observes that the number of available paid sick leave days available is coordinated with the long-term disability plan available to Members. The LTD Plan has a 60-day qualifying period. For this reason, the University says that 60 days is an appropriate number of paid sick days for Members who have a long-term illness or disability.

270. The FA proposal also:

- a. adds a top-up to the compensation received by a Member under the *Workers' Compensation Act*. The proposed top-up is to 100% of the Member's salary (Article 61.2). WorkSafe benefits are not taxable. The University therefore proposed a top-up to 100% of average net pay to avoid the situation that would arise under the FA's proposal. Under the FA's proposal, a Member receiving WorkSafe benefits would receive more income than he/she would receive if he/she were in receipt of his/her regular pay;
- b. added a provision providing for sick leave during the term of a sabbatical, academic, professional, or assisted study leave which also provided a member with the option of extending the relevant leave for the same period as the sick leave or requesting an equivalent carry-forward credit for future leaves (Article 61.6); and

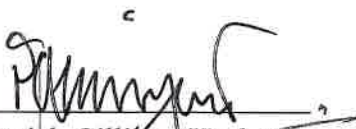
- c. provided for a two-year leave of absence for “health reasons” for Members who do not qualify for long-term disability benefits, with provision for reinstatement at the Member’s previous rank plus any applicable changes (Article 61.7).

271. The University has costed the FA’s proposal in connection with this Article at \$1,491,351 over a five-year term.

CONCLUSION

272. In the University’s submission, an appropriate award under section 55 of the *Code* would be a five-year First Collective Agreement reflecting the University’s final proposals on the outstanding issues.

All of which is respectfully submitted on behalf of the University of Northern British Columbia



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APPENDIX A
CHRONOLOGY
BARGAINING A FIRST COLLECTIVE AGREEMENT

On May 20, 2014, the Parties first met in collective bargaining for a first collective agreement.

Between May 20, 2014 and October 9, 2014, the Parties met on numerous dates to bargain. They signed off on a number of articles in connection with the first collective agreement. They faced a substantial task in negotiating the replacement of the extensive provisions of the Faculty Agreement with a new first collective agreement.

In September, 2014, the FA applied to the Board for the assistance of the Board's mediation division.

On October 22, 2014, the Board appointed Trevor Sones as a mediator pursuant to section 74 of the *Code*.

On October 28, 2014, the Parties met and with the assistance of Mr. Sones signed off on additional articles. From November 2014 to February 2015, the Parties met on numerous mediation dates and signed off on additional articles. They also met on a few occasions without Mr. Sones in attendance.

On January 15, 2015, the FA conducted a strike vote. 230 of 343 eligible Members voted. 84.8% of the Members who did vote voted in favour of strike action.

On February 10, 2015, the FA asked Mr. Sones to report out. He did so.

On a number of occasions in March, 2015, the Parties met in bargaining without the assistance of Mr. Sones.

On March 2, 2015, the FA served strike notice on the University.

From March 5, 2015 to March 19, 2015, the FA withdrew all services and engaged in a full strike.

The afternoon of March 18, 2015, the University filed an application pursuant to section 55 of the *Code*.

Mr. Sones was again appointed as a mediator and the Parties met in mediation on March 25, 2015.

On March 31, 2015, Mr. Sones issued a report pursuant to section 55(6) of the *Code*. Mr. Sones found that “there [was] no ability to fashion recommendations [under section 55(6)(a) of the *Code*] that have a reasonable likelihood of acceptance by both parties” (at 3). He recommended arbitration pursuant to section 55(6)(b)(ii) of the *Code*.

On April 1, 2015, the Board directed the Parties to proceed to arbitration pursuant to section 55 of the *Code* by a single arbitrator or the Board to conclude the terms of a first collective agreement.

On May 4, 2015, Arbitrator Stan Lanyon, Q.C. accepted the appointment as a single interest arbitrator.

APPENDIX B
COLLECTIVE/FACULTY AGREEMENTS AT COMPARATORS

BC UNIVERSITIES WITH RESEARCH AS PART OF THEIR MANDATE

Simon Fraser University

Although SFU and its Faculty Association have not yet reached a first collective agreement, the pre-certification Framework Agreement does not appear to be available online.

Relevant SFU Policies are located at:

<http://www.sfu.ca/policies/gazette/academic/a20-01.html>

<http://www.sfu.ca/policies/gazette/academic/a20-02.html>

University of Victoria - June 5, 2012 to June 30, 2019

<https://www.uvic.ca/vpacademic/assets/docs/Collective%20Agreement.pdf>

University of British Columbia - July 1, 2012 to June 30, 2014

http://www.hr.ubc.ca/faculty-relations/files/CA-2012-2014_Online_November-29-2013.pdf

Thompson Rivers University - April 1, 2012 to March 31, 2014

https://www.tru.ca/_shared/assets/trufa_agr24792.pdf

Royal Roads University - April 1, 2014 to March 31

<https://humanresources.royalroads.ca/sites/default/files/RRUFA-Collective-Agreement-Apr-2014-Mar-2019.pdf>

EXTRA-PROVINCIAL UNIVERSITIES

Acadia University - July 1, 2014 to June 30, 2017,

[http://hr.acadiau.ca/tl_files/sites/hr/Collective Agreements/13th Collective Agreement.pdf](http://hr.acadiau.ca/tl_files/sites/hr/Collective%20Agreements/13th%20Collective%20Agreement.pdf)

Brandon University - April 1, 2015 to March 31, 2019

<https://www.brandonu.ca/hr/files/BUFA.pdf>

Lakehead University - September 1, 2011 to August 31, 2015

<http://lufa.org/wp-content/uploads/2012/08/LUFA-Collective-Agreement.pdf>

Laurentian University - July 1, 2011 to June 30, 2014

<http://www.lufapul.ca/pdf/ColAgree1114.pdf>

University of Lethbridge - Faculty Handbook - July 1, 2014 to June 30, 2016

http://www.uleth.ca/hr/sites/hr/files/ULFA%20Sessional%20Handbook_0.pdf

http://www.uleth.ca/hr/sites/hr/files/ULFA_Faculty_Handbook_0.pdf

Mount Allison University - November 17, 2014 to June 30, 2016

http://www.mta.ca/uploadedFiles/Community/Administrative_departments/Human_Resources/Labour_relations/MAFA_full-time/MAFAFT_CA.pdf

Saint Mary's University - September 1, 2012 to August 31, 2015

<http://www.smu.ca/webfiles/SMUFUCAAgreementSeptember2012toAugust2015.pdf>

Trent University - July 1, 2013 to June 30, 2016

<http://www.trentfaculty.ca/sites/default/files/TUFA%20CA%202013%20-%20pdf.pdf>

