

IN THE MATTER OF AN ARBITRATION

BETWEEN:

SIMON FRASER UNIVERSITY

("University")

AND:

SIMON FRASER UNIVERSITY
ADMINISTRATIVE AND PROFESSIONAL
STAFF ASSOCIATION

("APSA")

RE:

RENEWAL OF BASIC AGREEMENT

DATE OF HEARING:

January 29, 2015

Vancouver, BC

COLIN TAYLOR, Q.C.

Arbitrator

I

[1] The Simon Fraser University Administrative and Professional Staff Association (APSA) is an Association formed under the *Society Act* and not a trade union under the *Labour Relations Code*.

[2] Pursuant to Appendix "C" to "The Basic Agreement for Collective Bargaining and Consultation between Simon Fraser University and the Simon Fraser University Administrative and Professional Staff Association" (Basic Agreement), the University and APSA negotiate "compensation matters" as part of the collective bargaining process.

[3] Article 8 of the Basic Agreement is entitled "Negotiations on Compensation Matters". Section 8.1 reads:

Annual general salary increases, pensions and other generally available economic benefits for administrative and professional employees in the Association Group shall be determined in accordance with the procedures outlined in this Article. The provisions of this Agreement reflect the mutual commitment of the parties to:

(a) Maintain a harmonious working relationship and to achieve a mutually acceptable negotiated settlement of total compensation, including annual salaries, pensions and economic benefits; and

[4] As part of the collective bargaining process, APSA gave notice to commence bargaining by letter dated September 24, 2014. The parties met on several occasions in November 2014 and conducted a final bargaining session on December 1, 2014 at which time an impasse was declared.

[5] Following my appointment as mediator/arbitrator, I reviewed and evaluated the positions of the parties and undertook exploratory talks. Following a meeting with the full bargaining committees on January 29, 2015 and consideration of the comprehensive submissions, I award as follows with respect to the outstanding issues:

1. Term of Agreement: July 1, 2014 to June 30, 2019.

2. General Wage increases of 5.5% over five years as follows:

July 1, 2015	1.0%
July 1, 2016	0.5%
July 1, 2017	1.5%
July 1, 2018	1.5%
June 30, 2019	1.0%

3. Economic Stability payment as provided in the Letter of Agreement entitled "Economic Stability Payment" (attached hereto and marked Appendix "A") on the dates as follows:

July 1, 2016
July 1, 2017
July 1, 2018
June 30, 2019

4. The carryforward of Unused Professional Development funds, as provided in AD 10.11 5.02 will be amended to provide that effective January 1, 2016, unused Professional Development funds in a calendar year may be carried forward to the next calendar year to a maximum of \$3,500.
5. The University shall amend the current Vision Care coverage to allow the cost of eye examinations up to a maximum of \$100 in a 24 month period within the current \$500 vision care coverage.
6. The University and APSA recognize that a fair and equitable system of total compensation is important for the successful recruitment and retention of professional and managerial staff. The parties also recognize that while salary makes up an important component of total compensation, the various other benefits and entitlements which are provided to APSA employees form an integrated system of total compensation.

The University and APSA will establish a Joint Compensation Review Committee (JCRC) consisting of three representatives each from the University and APSA, to consider and make recommendation(s) towards the development and implementation of a total compensation package.

7. In the event that the Joint Compensation Review Committee cannot agree on any issue and has arrived at an impasse or where the Committee has failed to meet any deadlines, the dispute shall be referred to Colin Taylor (mediator /arbitrator).

Colin Taylor shall hold meetings with the parties within 7 days of being appointed. If he is not available within 7 days or such longer period agreed by the Committee, another mediator/arbitrator shall be appointed within 7 days.

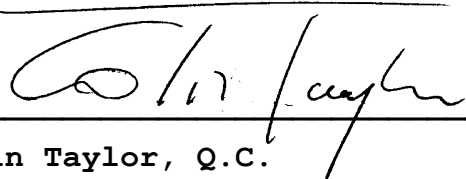
Where the mediator/arbitrator cannot resolve the issue or issues within 3 days of meetings, the mediator/arbitrator shall make a final and binding decision.

8. The University shall allocate funds for the implementation of the recommendations of the Joint Compensation Review Committee as follows:

July 1, 2016	\$220,000
July 1, 2017	\$115,000

9. Effective July 1, 2018, the University will allocate one-time funding of \$150,000 to the Joint Compensation Review Committee for the mutually agreed work of the committee.

DATED at Vancouver, British Columbia, this 5th day of February 2015.



Colin Taylor, Q.C.