

MEMORANDUM OF AGREEMENT

Between:

Brandon University

Employer

-and-

Brandon University Faculty Association

Union

RE: Appendix G: Salary Anomalies

WHEREAS the 2023-2027 Collective Agreement established a Salary Anomalies Working Group to develop a Salary Anomalies Appendix for inclusion in the Collective Agreement; and

WHEREAS the Working Group completed and submitted this Appendix to JAC; and

WHEREAS budgetary and practical constraints necessitate changes to the Appendix as submitted;

The Parties agree to amend and adopt Appendix G: Salary Anomalies as attached.



On behalf of the BUFA

Print Name: Dr. Gautam Srivastava

Jan 15, 2025

Date:



On behalf of BU

Print Name: Dr. Kofi Campbell

January 20, 2025

Date:

Appendix G: Salary Anomalies

G.1 Pay Equity

G.1.1 Objective

The Parties commit to identifying and rectifying salary anomalies among Members at Brandon University.

The Parties acknowledge that there are inequities and ongoing systemic discrimination against members belonging to one (1) or more of the designated groups that may result in salary anomalies. Salary anomalies may also result from inconsistencies in the hiring process or interpretation of the criteria articulated in the Collective Agreement, or other circumstances. Salary anomalies may occur at assignment of rank and step or due to other factors. The Salary Anomalies Committee (see Appendix G.2) may make recommendations to the Joint Administrative Committee (JAC) to expand, extend, or add to the processes outlined below in order to assess and address potential salary anomalies.

G.1.2 Definition

Salary anomalies occur when a Member's salary is anomalously low with respect to salaries paid to comparable groups of Members in a similar position and rank at Brandon University with comparable qualifications, experience, and accomplishments.

G.1.3 Limitations

Discrepancies in salaries that are the result of fair and equitable application of procedures after the point of hire (e.g., promotion, pay adjustments as per negotiated Collective Agreement settlements) shall not be considered anomalous. Corrections to salary anomalies are distinct from market supplements.

G.2 Salary Anomalies Committee

G.2.1 Purpose

A Salary Anomalies Committee shall be established to assess and address potential salary anomalies of Members belonging to one (1) or more of the designated groups.

G.2.2 Composition

By 15 April 2025, the Salary Anomalies Committee shall be established, which shall continue for the duration of this Collective Agreement. BUFA Members whose salary is scheduled for review according to Appendix G.3.2 may not be a member of the Salary Anomalies Committee. The Committee shall consist of the following:

- three (3) persons plus a minimum of one (1) alternate, appointed by the President,

- three (3) tenured or continuing Members plus a minimum of one (1) alternate, appointed by the Union,
- one (1) Chair of the Committee jointly appointed by the other six (6) members of the Committee.

The President and the Union shall make every reasonable effort to include members belonging to the designated groups on the Salary Anomalies Committee.

Members of the Salary Anomalies Committee who are in a perceived or real conflict of interest when examining a particular case shall recuse themselves for that case and be replaced by the appropriate alternate.

Individuals appointed to the Salary Anomalies Committee at the time of its initial formation will be appointed for two (2) years. The Salary Anomalies Committee shall establish terms of reference to outline term of appointments in future cycles.

As per Article 5.6.2, each Salary Anomalies Committee member, including the Chair, shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. Salary Anomalies Committee members shall have completed this training within the previous twelve (12) months and prior to examining any materials.

G.3 Process

G.3.1 Committee Procedures

Upon formation, the Salary Anomalies Committee shall develop terms of reference and its own procedures for identifying anomalies at time of hire and remediating such anomalies. The Committee shall submit its procedures to JAC for approval no later than 1 July 2025. This submission shall include a recommendation either to use an external consultant as per Appendix G.3.4.1 or to conduct an internal analysis as per Appendix G.3.4.2. JAC shall communicate its decision, in writing, with rationale no later than 1 August 2025. Once JAC has communicated its approval, the Committee shall begin its review.

G.3.2 Scope of Review

In the first year, the review, at a minimum, shall examine the salary assigned at time of hire of every full-time and part-time Member belonging to one (1) or more of the designated groups who was hired on or after 1 April 2019 through 31 March 2024 to a continuing, continuing-track, tenured, or tenure-track position to assess their salary for potential anomalies. In subsequent years on a yearly basis, the Committee shall monitor salary anomalies of Members newly appointed in the current calendar year, completing its report by 28 February of each year.

Before beginning this review, the Committee shall communicate with the Members whose salary shall be reviewed, indicating the processes, methodologies, potentiality of consultations (see Appendix

G.3.7), and timeline of the review. The Committee and/or any consultant may request information from Members. Members will have the ability to opt out of the process in writing. Members who decline to respond to requests for information will be considered as opting out. Opting out of the process in one (1) year shall not preclude a Member from seeking a review in a subsequent year as per Appendix G.3.3.

G.3.3 Member Request for Review

Where any Member not included in Appendix G.3.2 believes their salary at time of hire was anomalous, that Member may request a review by the Committee following the submission of the anomalies report in the first year of the review. The Member shall make this request in writing to the Chair of the Committee, who will forward the request to the Committee for review. This written request must include a rationale for the claim of a salary anomaly.

G.3.4 Criteria

For Members whose career has followed an experiential/traditional pathway, and whose degrees/accreditation equivalencies were not established upon initial appointment, the process outlined in Article 15.2 must be completed prior to the salary anomaly review.

G.3.4.1 Criteria for External Consultation

In performing its review in the first year, it is recommended that the Committee use an external consultant with expertise in pay equity and compensation best practice. The Committee shall obtain three (3) quotes from different consultants and submit their recommendation of firm/contractor with rationale to JAC for approval as per Appendix G.3.1. The Committee shall work with the consultant to identify the scope of the work, determine timelines, determine format of report, and determine how the report will be released to Members.

The Employer commits to providing funds in support of this work, to a maximum of fifty thousand dollars (\$50,000).

G.3.4.2 Criteria for Internal Analysis

If the Committee elects and is approved to perform its own review, the Committee may consider the following criteria: current rank, steps, and years of service; relevant experience (teaching, scholarship/research, service, professional experience, and/or professional attainment) as indicated in the Member's curriculum vitae at the time of hire; highest relevant degree/accreditation or experiential/traditional equivalency as established in Article 15.2; salary, rank, and steps assigned at the time of hire; composition of Selection Committee; Collective Agreement criteria at time of hire; experience of Dean/Director/Selection Committee Chair; and any other factors (upon request to JAC with rationale) that the Committee deems relevant.

G.3.5 Comparative Data for External Consultation Review and/or Internal Analysis

To support salary comparison across Members and to help determine a process to assess for salary anomalies, the Employer shall provide the Committee with comparative Member data identifying the rank and step of Members, as well as any other such documentation or information the Committee may

require for its deliberations and/or assessment. For Members who have provided informed consent as per Appendix G.3.2, the Employer shall provide the following information: individual names and their associated ranks, steps, and salaries; Faculty and Department; year of hire; rank and steps at point of hire; years in current rank; curriculum vitae at time of hire; and degree/accreditation or experiential/traditional equivalency and year granted. The Committee may request other data, and such requests shall not be unreasonably denied.

G.3.6 Confidentiality

All Committee members who receive employment information necessary for the review shall respect and be held to privacy obligations whether they be set out in legislation, in this Collective Agreement, or from an official employment policy of the University. The Committee will review confidentiality protocols during its first meeting. All deliberations and decisions of the Committee are confidential.

The Chair of the Committee is responsible for making salary review information available digitally to members of the Committee. The Chair of the Committee will undertake reasonable measures to ensure that the Committee members have convenient, secure, and unprejudiced online access to the digital information. Salary review information is confidential and shall be maintained as such; no individual may create improper duplications and/or make improper uses of their contents.

G.3.7 Consultation for Internal Analysis

The Salary Anomalies Committee may consult with the Office of Institutional Data, Human Resources, and/or Deans'/Directors' Offices, or any person with necessary expertise (e.g., experts in the discipline) in order to establish their procedures or undertake data analysis, at any point in their work, and subject to duties of confidentiality.

G.3.8 Data Protection

G.3.8.1 Compliance with FIPPA and PHIA

Information collected by virtue of this Appendix is personal information as defined by The Freedom of Information and Protection of Privacy Act (FIPPA) and/or The Personal Health Information Act (PHIA) and must be protected in conformity with legislation. Where they exceed the standards set by FIPPA and PHIA, the protections described in this Collective Agreement shall form the standard.

G.3.8.2 Storage of and Access to Data

The Parties are responsible for maintaining the confidentiality of personal information collected and provided to it under Appendix G.3.5. Information collected by virtue of this Appendix shall be kept separate from Members' personnel files and shall only be viewed by the persons responsible for collecting and anonymizing the data.

G.4 Decisions

G.4.1 Decisions by Consensus

The Committee shall make decisions by consensus, with the Chair facilitating. In the unlikely event the Committee is unable to reach consensus, the Committee will mutually agree upon an external person who will assist the Committee in reaching consensus.

The Employer shall provide training in decision-making and consensus building to Committee members upon request.

G.4.2 Outcomes of External Consultant Review and/or Internal Analysis

G.4.2.1 Determination of No Anomaly

Where the Committee determines, based on a consultant report and/or an internal analysis, that no anomaly exists, it shall make no recommendation of remedy.

G.4.2.2 Recommendations to Remedy Anomalies

Where the Committee determines, based on a consultant report and/or an internal analysis, that a salary anomaly exists, it shall recommend an appropriate remedy which may include the following:

- a) an allocation in the form of an increment(s) that places the Member concerned as nearly as possible to where they belong on the scale. Such increments shall be exempt from the provision of Appendix F.1;
- b) a one (1) time payment in recognition of length of service at Brandon University;
- c) a combination of additional increment(s) and one (1) time payment; and/or
- d) another remedy deemed appropriate by the Committee.

G.4.2.3 Submission of Report to President

The Committee shall submit its recommendations in an anomalies report to the President by 28 February, with a copies to the Union and Human Resources. This report shall include a list of salaries reviewed and names of Members concerned, relevant salary adjustments, rationales for adjustments, dollar amount of disbursements for each recipient, and rationales for findings of no anomaly. Any reasons for deviating from the Committee's recommendations shall be communicated by the President in writing to the Chair of the Committee, with copies to Human Resources and the Union.

As per Article 5.6.2, the President shall complete equity training designed to help them identify unconscious bias and other recognized factors that contribute to inequity, unlearn patterns of biased behavior, and adopt an equity mindset to direct all their activities at Brandon University. Such training shall also promote understandings of the value of First Nations, Métis, Inuit, and Non-Status Indigenous knowledges. The President shall have completed this training within the previous twelve (12) months and prior to reviewing any recommendations.

G.4.2.4 President's Decision

By 31 March, the President shall inform Members concerned of the Committee's recommendation and the President's decision, including a written statement of the reasons for the decision in respect of the criteria set out in this Appendix, with a copy to Human Resources and the Union.

G.4.2.5 Salary Adjustments

Salary increases shall be effective the first day of the pay period that includes 1 May following the President's decision.

No Member shall have their salary adjusted through the salary anomalies process by more than seven thousand five hundred dollars (\$7,500) in relation to steps or ten thousand dollars (\$10,000) in relation to rank. Should the recommended salary adjustment of a Member exceed either limit, the Committee may recommend to JAC, supported by written rationale, that this excess adjustment be paid to the Member on a payment schedule to be determined by the Union and the Employer, in consultation with the Member, so as to rectify the anomaly in full over the course of not more than three (3) years.

Members may request their salary adjustment as a lump sum payment or divided into yearly installments over the duration of this Collective Agreement. Upon leaving the employ of Brandon University, a Member shall receive the outstanding balance on a salary anomaly adjustment as a lump sum payment.

No Member shall have their salary reduced as a result of this Appendix or any salary anomalies review.

G.4.3 Other Recommendations

The Committee may also make recommendations to JAC, the Provost, and/or the President, copied to the Equity Review Committee and to the Union, for measures to prevent future salary anomalies and/or to mitigate systemic discrimination. Both Parties shall jointly and collaboratively review these recommendations and implement as appropriate as per Article 5.8.

G.4.4 Appeals

Decisions of the President shall be final and binding on all Parties, and there shall be no grievance in respect of the President's decision.

Decisions of the President shall be subject to appeals procedures similar to those for tenure/continuing/promotion appeals in cases involving discrimination or lack of due process (e.g., Articles 17.2, 17.5, 18.2, 18.5).