

LABOUR RELATIONS CODE
(Section 84 Appointment)
ARBITRATION DECISION

MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378)
UNION

ALMA MATER SOCIETY OF UBC

EMPLOYER

(Step Placement in Food and Beverage Appendix B Pay Grid)

Arbitrator:	James E. Dorsey, K.C.
Representing the Union:	Kia Sharp and Brandyn Marx-Lai
Representing the Employer:	Justin Lieu, Celia Chung and Betty Huang
In-Person Hearing:	September 23, 2026
Decision:	September 28, 2026

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1. Transition Agreement Pay Grid Placement Difference

[1] There is a difference over the placement of food and beverage employees on group progression steps in a new pay grid negotiated after they were included in the bargaining unit under an existing collective agreement.

[2] The collective agreement was negotiated for 15 office employees represented by the union since 1971. In June 2025, the Labour Relations Board granted the union's 2024 application to vary the bargaining unit to include approximately 176 food and beverage employees of whom 114 were students.¹

[3] In June 2026, the union and employer concluded negotiations for a transition agreement to extend coverage of the June 1, 2024 to May 31, 2027 collective agreement to the food and beverage employees. The ratified Memorandum of Understanding (MOU), which forms part of the collective agreement (Article 34.03(a)), includes: "The Parties further agree to have mediator/arbitrator James Dorsey seized should there be any disagreement on the application, administration, or interpretation of this Memorandum of Understanding."

2. Office Employee Pay Grid Administration – Appendix A

[4] Article 15.01 sets minimum salaries and increases for office employees in accordance with Appendix A.

15.01 Salary Scale

- a) Employees will be classified in accordance with the skills used and shall be paid not less than the salary specified for such classification, in accordance with the salary plan classifications and duties outlined thereunder, as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

[5] Appendix A lists position titles in eight groups.

¹ *Alma Mater Society of the University of British Columbia*, [2025] B.C.L.R.B.D. No. 120 , ¶ 5

APPENDIX “A”**SALARY SCHEDULE**

Grouping and position titles (wages under monetary):

Note: Positions not mentioned remain as labeled in previous contract

Group 1	Receptionist I
Group 2	Receptionist II
	Student Bookings Representative
Group 3	Junior Events Coordinator
	Cashier
	Financial Processing Assistant
	Accounting/Office Assistant
Group 4	Executive Administrative Assistant
	Financial Administrator
Group 5	Payroll and Employee Benefits Administrator
	Senior Events Coordinator
Group 6	Policy Advisor
Group 7	Systems Administrator I
Group 8	Systems Administrator II

[6] The Appendix A pay grid for these office employee positions for the year June 1, 2026 to May 31, 2027 has from one to six progression steps in each group with hourly rates based on 1,820 hours in 12 months, 151.67 hours per month and 35 hours per week. The progression steps in the pay grid columns are: Start, 6 Months, 12 Months, 24 Months, 36 Months and 48 Months.

[7] The Group 1 hourly Start rate is \$27.64. The top rate at the 4th step (24 months) is \$30.14. Group 2 also has 4 steps from \$29.01 to \$31.60. Group 3 has 5 steps from \$30.70 to \$34.87 at 36 months. Group 4 has 6 steps from \$31.76 to \$37.12 at 48 months. Groups 5, 6 and 7 have 5 steps from Start to 36 months with hourly pay rates from \$31.24 to \$40.60; \$38.33 to \$44.43; and \$40.35 to \$46.64. Group 8 has only a Start step at \$50.01.

[8] The explanation for the variances in the number of steps among groups is buried in the annuals of successive rounds of collective bargaining since 1971. However, it is clear that in past administration of the office employees' Appendix A pay grid, the employer has treated the step progression as time in a position in the pay group.

[9] One feature of this pay grid is that the Start step hourly rate in Groups 2 to 7 is less than the highest step rate in the preceding group. For example, the hourly rate for

a Receptionist I at the highest step (24 months) in Group 1 is \$30.14. The Start step rate for a Group 2 Receptionist II is \$29.01.

[10] Because of this structure, a promotion to a position in the next higher group could mean an hourly pay rate reduction. To avoid a pay reduction when an employee was promoted to a position in the next higher pay group, the union and employer negotiated Article 15.01(d) to determine the step placement of the promoted employee in the higher pay group.

(d) Promotional Increases

An employee who is promoted to a higher position shall receive the minimum for the new job classification or step in the range which shall ensure a minimum increase in salary of twenty-five (\$25.00) dollars per month.

This is a minimum hourly rate increase of 16¢ per hour [$\$25 / 151.67 \text{ hr per month} = 16¢ \text{ per hr}$].

[11] Because of Article 15.01(d) an employee at the top step in Group 3 (36 months) paid \$34.87 per hour who is promoted to a position in Group 4 will not be paid the Start step rate of \$31.76 or the 6 Months step rate of \$32.81 or the 12 Months step rate of \$33.94 which are lower than the employee's current position rate. The employee will not be paid the 24 Months step hourly rate of \$35.00, which is 13¢ more than \$34.87 because it is not the minimum increase required by Article 15.01(d). The employee will be paid the 36 Months step rate of \$36.04 (a \$1.38 increase). Even if the employee has 48 or more months employment with the employer, the employee will not be paid the 48 Months hourly rate of \$37.12.

[12] Another example is a Receptionist I employee paid at the 6 Months step hourly rate of \$28.52 in Group 1 who is promoted to a Receptionist II position in Group 2 will be paid the Start step hourly rate of \$29.01 (a 49¢ increase). The employee will not be paid the 6 Months step rate of \$29.85 based on the employee's length of employment with the employer.

[13] The determinative factor for promotional placement at a step in the higher pay group is not the length of employment with the employer but the higher pay group step that meets the minimum promotional increase in Article 15.01(d). There is no recollection of this having been grieved or challenged by the union because the step in the higher group does not correspond with the employee's length of employment with

the employer or any recent collective bargaining proposal that the minimum \$25 per month be increased.

3. Pay Grid for Food and Beverage Employees – Appendix B

[14] The transition agreement MOU contains a pay grid for the newly covered food and beverage employees and a provision similar to Article 15.01(a).

(M) Salaries

F&B Employees will be classified in accordance with the skills used and shall be paid not less than the salary specified for such classification, in accordance with the salary plan classifications and duties outlined thereunder, as set forth in Appendix "B", which is attached hereto and made part of this Memorandum of Understanding.

[15] Appendix B has a pay grid effective December 1, 2025 and a second one effective June 1, 2026. Both have nine pay groups with four 6-month progression steps in each group. Unlike Appendix A there is no annual or monthly set hours in Appendix B to calculate what hourly rate increase is required to meet the minimum promotional increase in Article 15.01(d). The work week hours for food and beverage employee are not uniform at 35 hours as they are for office employees. For permanent full-time employees it is 37.5 hours. For permanent part-time and seasonal employees the work week is fewer hours.

Appendix "B"

SALARY SCHEDULE

Grouping and position titles (wages under monetary):

Group 1	Customer Service Representative
	Barista
	Busser
	Kitchen Helper
	C&C Associate
Group 2	Bartender
	Storeroom Associate
	Dishwasher/3rd Cook
	C&C Driver
Group 3	2 nd Cook – Gallery
	2 nd Cook – GNE
	2 nd Cook - Honour Roll
	2 nd Cook – Commissary
	F&B Supervisors

Group 4	Event Lead (Supervisor) Sr. Supervisor Liquor Purchasing Supervisor
Group 5	1 st Cook – Gallery 1 st Cook - GNE 1 st Cook - Honour Roll 1 st Cook - Commissary Baker
Group 6	Chef de Partie Storeroom Coordinator
Group 7	Junior Sous Chef AV Technician
Group 8	[left blank]
Group 9	AV Tech Supervisor

[16] The four progression steps in the columns of the Appendix B pay grid for seven of the nine groups are: Start of Employment, 12 months of Employment, 24 months of Employment and 36 months of Employment. Groups 1 and 2 have hourly rates for the first three progression steps. There is none for the 36 months of Employment step.

[17] Since ratification of the MOU, one food and beverage employee was promoted from Event Lead (Supervisor) in Group 4 on Appendix B to Senior Events Coordinator in Group 5 on Appendix A and placed at the Start step hourly rate not at a higher rate based on length of employment with the employer. The employee was at the 24 months hourly rate of \$24.11 as Event Lead (Supervisor) in Appendix B and placed at the Start step hourly rate of \$31.24 for a Senior Event Coordinator in Appendix A, not the \$38.43 hourly rate at the 24 Months step.

4. Difference on Placement in Steps on Appendix B Pay Grid

[18] The employer followed its past practice when placing food and beverage employees at group progression steps on the Appendix B pay grid and when employees were promoted to a position in a higher group within Appendix B. The employer is also following this past practice when calculating retroactive pay under the MOU for 44 active employees.

[19] The union submits the mutual intention was not to follow this past practice when placing food and beverage employees in progression steps on the Appendix B pay grid

or when employees are promoted to positions within the pay grid. The steps are Start, 12 months, 24 months and 36 months “of Employment” not in a position in a pay group.

[20] On May 15, 2026, during bargaining for the MOU, the employer provided costing of the union and employer pay grid proposals for 269 active and former employees. The spreadsheet does not include employee names. The data columns for each are Employment Status (Active or Terminated), Department, Position, Hours Paid from May 1, 2025 to April 30, 2026, Current Hourly Rate, Current Annual Pay and Seniority Step (based on sen[iority] date). The steps are Start, 12-month, 24-month and 36-month. There is no 6 month step for any employee.

[21] The subsequent columns cost the employer and union hourly rate proposals for each employee and the percentage increase. There is one anomalous decrease for one active employee in both proposals.

[22] The employer provided this spreadsheet as containing “approximate calculations” because: “There were a lot of complicated pieces that involved seniority and calculating pay changes throughout the year.”

[23] The union understood seniority or length of employment with the employer was determinative of the step placement of an employee for this costing.

[24] The employer states it was unable to do precise calculations because of limitations in the Dayforce Human Resources Management software it uses. It is doing manual calculations and using many resources to do the retroactive pay calculations for which it needs a determination of this difference.

[25] In the May 15 costing spreadsheet, some of the hourly rates paid employees varied at the same progression step within the same department and between departments. For example, for the nine active 1st Cooks, the steps and rates were: Start (\$23.00), 12-month (\$23.00), 24-month (\$23.69 and \$24.10) and 36-month (\$24.20 and \$25.00). For the 13 active Bartenders, the steps and rates were: Start (\$18.00), 12-month (\$18.00, \$18.50 and \$19.50), 24-month (\$18.00, \$19.00 and \$20.28) and 36-month (\$18.50, \$19.00 and \$19.50).

[26] Shortly after ratification, some employees questioned the group progression step and rate the employer paid them under Appendix B. The union’s position then and now

is "... the step progression on the wage grid is based on their date of hire seniority with the AMS and not based on time spent in a specific classification." It understood this was the mutual intention before and after the employer's costing.

[27] The employer's August 6 position was:

... wages rates for the grid applied to seniority in the position itself as the wage reflect expertise in that specific job. This is to compensate employees for their expertise in a role assuming that the longer they have been in the specific role, the more competent and therefore requiring higher wages. This is also how it is interpreted in the admin/it/C&C grid as it has been for many years. For Admin roles, we do not increase wages and keep employees on the same grid. Article 15.01 of the CBA should apply.

The expertise the employer refers to includes knowledge and proficiency acquired over time.

[28] The union's response that day from Mr. Marx-Lai was:

During mediation on May 6th, we raised the issue that "classification seniority" would create circumstances where promoted staff could be red-circled for two or three years. E.g., Moving from the 24-month step in group 2 to the 0-month step in group 3, or moving from the top rate in group 4 to the bottom rate in group 5. The employer agreed that it could be a problem.

We also raised that it would be less administratively burdensome to maintain someone in their step based on the hire date. Part of the point in mentioning this was in direct anticipation of retroactive pay calculations, and trying to make them as simple as possible.

Justin asked whether it had been past practice to bump people all the way down upon receiving a promotion. I said yes, and stated that it had been a problem under previous HR managers. He expressed surprise.

I disclosed that I had personally experienced the bump-back problem when moving from a supervisor role in an outlet picking up shifts in the Pit as a busser, because I had "no previous experience in that role", and therefore was not qualified to receive a higher rate.

I also discussed [name's] case in C&C, who (when she was a non-student employee) saw her wages surpassed by students on a 400-hour review schedule (compared to the annual non-student review schedule), and whose wage actually went down when she moved from an associate role to an event lead role.

The stated solution to all of this was that months of employment from the hire and seniority date should be used to calculate wage, rather than tenure in a particular position. This is supported by the fact that the grid itself says "months of employment", and not "months in position".

[29] The employer differed on August 11.

Our recollection is that when we were building out the grid with the different steps, we discussed that it made the most sense for a promoted employee (into the next step) to start at the lowest years while STILL receiving a raise from their previous position. We believe this is the best way and most fair way to implement wage

increases. This format would also be in line with what we do for our Admin/IT/C&C Sales current MoveUP members.

The practice of promoting employees to the lowest step while still receiving a raise ensures fairness in pay that reflects the employee's competency in their specific role. A 1st Cook who has had experience in their role for 2 years should not be paid less than a 2nd Cook (for 3 years) who was recently promoted to a 1st Cook. They have not yet gained the expertise of cooking at that level. This practice of paying at the lowest step while still receiving a raise also encourages managers to hire internally instead of seeking external hires with more experience. Ex. Promoting a 1st Cook who shows promise of learning CDP [Chef de Partie] tasks instead of hiring an external CDP who has had many years of experience.

[30] The difference was clearly joined in the union's August 18 reply implying the employer had taken a bait and switch approach.

The costing analysis that the Employer shared with the Union on May 15th, 2026, see attached, clearly relies on an employee's seniority to place them on the wage grid (Column 'G' in the document). This document was heavily relied upon by the Union, the Mediator, and presumably the Employer in subsequent monetary discussions.

There is only one Seniority treatment in the Collective Agreement, and that is based upon an employee's original date of hire. Nowhere in the collective agreement or the MOU is there contemplation of any 'classification' seniority.

The Employer's costing analysis endorses this view, and assigns steps based upon the employee's date of hire. Considering the amount of time and labour it must have taken to cost out nearly 300 individual employees in this way, we find it difficult to accept that this was a mere oversight if the Employer held a different position on grid placement when preparing this document.

An example that is perhaps illustrative of the disparity here is that of the 2nd Cook in the Gallery.

Relying upon the Employer's costing analysis of their *own* proposal, this employee's rate should have increased from \$21.84 to \$23.17. Instead, it was increased from \$21.84 to \$21.85 - a one cent increase.

This is not what we agreed to. Why would the Employer indicate in their own documentation, costing out their own proposal, that this employee would receive a 6.09% increase when their intention was to provide them with a 0.05% increase?

If the Employer maintains that they have always held the position that placement on the wage grid is based upon time within their classification, even after our discussion on May 6th and the disclosure of the costing analysis on May 15th, then I would go as far as to suggest that the Employer may have purposefully misled the Union and bargained in bad faith. That would need to be reconciled.

5. Discussion, Analysis and Decision

[31] The employer's proposal costing for the 2nd Cook in the Gallery Lounge & Patio referred to by the union states the employee was currently being paid \$21.84 at the 24-month step. The projected cost for the employer's proposal at \$23.17 was a 6.09% increase. The union's proposed rate of \$23.87 was a 9.29% increase. The final agreed 24 months rate in Appendix B is \$23.18. The union's stated 1¢ increase is based on the

2nd Cook being placed at the \$21.85 Start rate in Group 3 in Appendix B. Being placed at the 24 months step hourly rate, which the employer costed and where the employee should be placed, is an hourly rate increase of \$1.34 [$\$23.18 - \$21.84 = \1.34 or 6%].

[32] During the complicated negotiations for a transition agreement to extend and adapt the office bargaining unit collective agreement to the newly included food and beverage employees there was no specific discussion about the application of Article 15.01(d) to Appendix B or movement between positions and groups within Appendix B.

[33] The highest progression step hourly rates in six of the groups in Appendix B are more than the Start step in the next group. Although not discussed during negotiations, there are situations when Article 15.01(d) will apply.

[34] For example, to comply with Article 15.01(d), a 2nd Cook paid the \$23.88 hourly rate at the highest step in Group 3 who is promoted to 1st Cook in Group 5 must be paid at least the 12 months of Employment step hourly rate of \$24.65 (a 77¢ increase), not the Start hourly rate of \$23.93 (a 5¢ increase).

[35] Article 15.01(d) has not been excluded from application to the food and beverage employees covered by the MOU. The movement between positions in different groups in Appendix B includes the contemplated possibility that the Start hourly rate in the higher group is less than the hourly rate the promoted employee was paid before the promotion. This is never a possibility if the step placement in the higher group is based on the total length of employment with the employer. If this were mutually intended, the application of Article 15.01(d) to food and beverage employees and Appendix B would have been excluded.

[36] Similarly, the clear past practice under the collective agreement on employee placement and progression within a group on the Appendix A pay grid for office employees reinforces the purpose and intended application of Article 15.01(d) to food and beverage employees. Absent its agreed exclusion, this purpose and practice extends to the placement and administration of the Appendix B pay grid.

[37] The name of the steps in Appendix B including “of Employment” is not sufficiently unambiguous to infer exclusion of Article 15.01(d) from administration of Appendix B. It could be employment with the employer or in a position or within a group.

[38] The circumstances and restrictions within which the employer was providing costing during negotiations do not support the conclusion it was representing Article 15.01(d) did not apply to Appendix B or food and beverage employees. There was no costing of future promotions and illustrative placement of employees at progression step hourly rates based on length of employment with the employer.

[39] Placement on promotion to a step in a higher group is not determined by the promoted employee's years of employment with the employer, but the amount of the minimum increase directed by Article 15.01(d).

SEPTEMBER 28, 2026, NORTH VANCOUVER, BRITISH COLUMBIA.

James E. Dorsey

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