

CAUT Bargaining Advisory

Starting Salaries for Academic Staff

Introduction

At many post-secondary institutions, individuals negotiate their starting compensation or grid placement without association or union involvement. Sometimes, employers offer market adjustments or other “incentives”. Candidates typically have less power when negotiating salary on their own, and the “employer’s discretion” often results in significant salary disparities based on factors such as discipline, gender, race or ethnicity and Indigeneity.

CAUT encourages academic staff associations to use their exclusive bargaining rights to negotiate starting salary requirements in their collective agreement. Doing so achieves four objectives. It:

- (a) protects the association’s bargaining agency by insisting that the association, and not individual members, must negotiate all compensation;
- (b) ensures that compensation across the association’s members is equitable;
- (c) ensures that compensation is transparent; and

(d) provides a process to resolve compensation issues.

Collective agreements with predetermined starting salary grids and detailed criteria for placement on the grids protect against salary disparities. Joint committees tasked with identifying anomalies, including thorough pay equity reviews, are important in addressing prior anomalies and maintaining equity.

Salary Grids

Predetermined starting salaries

A salary grid protects both the association’s exclusive bargaining rights and equity for its members. Every possible starting salary is already established. Associations should negotiate formal and explicitly weighted criteria to determine where new members are placed upon the grid.¹

The University of Winnipeg Faculty Association’s collective agreement has a detailed salary grid with predetermined starting salaries based on academic qualifications and relevant experience²:

¹ [CAUT Policy Statement on Salary Structure](#)

² University of Winnipeg Faculty Association (RAS Unit) Collective Agreement, 2016- 2020, Article 28.10

28.10 Starting Salaries and Ranks Related to Qualifications

A Member shall receive a starting salary commensurate with his/her academic and/or professional qualifications and related work experience. Normally, the rank and starting salary associated with each of the following qualifications and without additional work experience shall be:

(a) Instructors

(i) Bachelor Degree (3 years)	Instructor I	floor
(ii) Bachelor Degree (4 years)	Instructor I	floor + 1 CDF ³
(iii) Masters Degree	Instructor II	floor
(iv) Doctorate	Instructor II	floor + 4 CDI
(v) Doctorate	Instructor III	floor

(b) Librarians

(i) Bachelor/ Master of Library Sci.	Librarian I	floor
(ii) 2nd Master Degree	Librarian II	floor
(iii) Doctorate	Librarian II	floor + 2 CDI

(c) Faculty/ Counsellors

(i) Master Degree	Lecturer	floor
(ii) Master ABD	Lecturer	floor + 4 CDI
(iii) Doctorate	Asst. Professor	floor

(d) Coaches

(i) Bachelor Degree (3 Year) or Relevant Experience plus 1 year certification	floor
2 year certification	floor + 1 CDI
(ii) Bachelor Degree (4 year)	floor + 2 CDI
	floor + 1 CDI

The University of Saskatchewan Faculty Association's collective agreement also includes procedures for setting starting salaries and detailed criteria for placement on the salary grid.

18.2.6.1 Normally, the salary for new appointments shall be the floor of the appropriate rank if the candidate has no prior academic or related experience. In some cases, there may be justifiable reasons to appoint a new faculty member at a salary above the floor of the appropriate rank. A starting salary above the floor of the appropriate rank shall be based on credible evidence according to the Guidelines for Starting Salary

Recommendations, as approved by the Joint Committee for the Management of the Agreement, and the following procedures.

18.2.6.2 Credible evidence shall, at a minimum, include examination of the materials referred to in Article 13.5.1.5 and evidence in writing that demonstrates that competitive or other conditions are such that it is not possible to hire the candidate at the floor of the appropriate rank.

18.2.6.3 The Guidelines for Starting Salary Recommendations, as approved by the Joint Committee for the Management of the Agreement, shall describe the criteria and evidentiary requirements for the determination of starting salaries including the assessment of competitive economic or other circumstances, prior academic or related experience, and meritorious achievement at other academic institutions (which may be based on factors such as years of experience in the appropriate rank and any additional factors that are considered relevant).

18.2.6.5 Starting salaries shall not include any salary in addition to that provided for under the Collective Agreement...⁴

Including equity considerations in grid placement

The criteria and process to determine individual placement on the grid must not result in discrimination against individuals from equity-deserving groups. The Acadia University Faculty Association's collective agreement considers full-time parenting as relevant experience post first degree when placing a member on the grid.⁵ Similarly, grid placement should recognize the importance of diverse paths for Aboriginal scholars including Aboriginal knowledge and Indigenous research activities.⁶

Reject market supplements

Employers may try to justify market supplements as a means of attracting and retaining qualified individuals when their negotiated salary structure is lower than at competing employers.⁷ However, market supplements can reproduce systemic discrimination and pay inequity, and result in different disciplines being compensated

³ Career Development Increment

⁴ University of Saskatchewan Faculty Association Collective Agreement, 2017-2022 (extended to June 30, 2023), Article 18.2.6

⁵ Acadia University Faculty Association Collective Agreement, 2021-2025, Article 10.63

⁶ See [CAUT's Bargaining Advisory on Bargaining for Indigenization of the Academy](#).

⁷ For more information see [CAUT's Bargaining Advisory on Market Differentials and Supplements](#).

more than others, despite requiring the same skill, effort and responsibility and providing the same working conditions.

Transparency of Starting Salary

Associations should negotiate collective agreement provisions requiring the employer to provide the association with the starting compensation for each new academic staff member. The University of Toronto Faculty Association - St. Michael's College's collective agreement provides useful language:

7.6(c) A copy of the letter of appointment shall be placed in the member's confidential personnel file and forwarded to the Association.

18.2(b) The rationale for the starting salary, including the number of years of relevant previous experience, shall be included in the member's letter of appointment.⁸

Rectifying Salary Anomalies

Salary Review

Many associations are working to correct systemic salary anomalies, including those that have occurred because individual members have been left to negotiate their own starting salaries. Processes for the review of individual salaries and the subsequent correction of any identified anomalies can be negotiated.

The Toronto Metropolitan Faculty Association's collective agreement provides for a joint salary anomaly adjustment committee that administers a gender anomalies fund and reviews applications from faculty who believe their salary is anomalous.⁹

13.5 Salary Anomaly Adjustments Committee

A. A Joint Committee will be established to review applications in respect of faculty members who believe that their salary is anomalous and to administer the gender anomalies fund. The Joint Committee shall consist of three members of the Association, selected by the Association and three representatives of the University, appointed by the University. The committee shall have representation from both genders on each side.

C. The purpose of the salary anomaly funds is to address inequities in salaries relative to other members within a Department/ School or Faculty. These include anomalies resulting from anomalous starting salaries, anomalies within disciplines and any other anomalies that may be identified. The committee should consider such factors as rank, years of service, previous experience and years since highest degree as well as other relevant factors. The purpose of the gender anomalies fund is to address gender-based anomalies and only women members may receive adjustments from this fund. The gender anomalies fund is a special program under Section 14 of the Human Rights Code...I

The York University Faculty Association has negotiated an annual exercise to identify members whose salaries are anomalously low for their rank, area, and experience. Members are not required to apply for a salary review, and the anomaly does not need to be connected to discrimination on human rights grounds. In addition, following ratification of the 2018-2021 agreement, the Employer was required to conduct an equal pay exercise for those who self-identify as female, trans or gender non-conforming, a member of a racialized group or as Indigenous. The exercise is to be repeated every five years.

The Employer will complete an analysis of the data using a regression model ... to examine whether there are differences in annualized base salary (the dependent variable) by self-identification as female, trans or gender non-conforming, a member of a racialized group or as Indigenous ("the Independent Variables of Interest"), after controlling for rank, experience and area.¹⁰

Pay Equity Committees and Salary Studies

Pay equity committees are another means of identifying and addressing salary inequities, although they are often limited to differences based on gender. Such committees should be jointly established and should have access to all data required to identify and address any pay inequities and ensure ongoing pay equity. The Acadia University Faculty Association's collective agreement contains provisions for such a committee¹¹:

Article 39.00 Pay Equity & Appointments Committee

39.10 The Parties are committed to pay equity for all Employees. To that end the Parties agree to maintain a joint Pay Equity & Appointments Committee composed of

8 University of Toronto Faculty Association - St. Michael's College Collective Agreement, 2020-2023, Articles 7.6(c) and 18.2(b)

9 Toronto Metropolitan Faculty Association (Formerly Ryerson Faculty Association) Collective Agreement, 2020-2023, Article 13.5 Salary Anomaly Adjustment Committee.

10 York University Faculty Association Collective Agreement, 2021- 2024, Appendix L

11 Acadia University Faculty Association Collective Agreement, 2021-2025, Article 39

two (2) persons appointed by the Board, and two (2) persons appointed by the Association. A representative of the Board and a representative of the Association shall jointly chair the Committee and shall together be responsible for preparing and distributing the agenda for meetings and shall alternate in presiding over meetings.

39.11 For the purposes of this Article, the word “pay” refers to grid step only.

39.20 The purpose of the Pay Equity & Appointments Committee is to monitor and report on all appointments made in any given academic year. The Committee shall also report on adherence to Articles...

39.60 The Board shall provide the Pay Equity & Appointments Committee with comprehensive pay and benefits data for the purposes of ongoing maintenance of pay equity...

39.70 If amendments to the Collective Agreement are required to address pay inequities they shall be referred to the Parties to the Agreement for their consideration...

Mount Royal Faculty Association’s 2018-2020 collective agreement provided for the joint diversity and equity committee to contract for an employer-funded pay equity review of compensation amongst Faculty with regard to gender. The Association’s 2020-2024 collective agreement includes a Memorandum of Understanding related to the implementation of this review.¹²

Grievances

Associations can grieve if a starting salary calculation does not conform with the established criteria in the collective agreement. It is useful to negotiate extended timelines for such grievances, as it is sometimes difficult to meet the existing deadlines when new appointments are made for July 1st. This problem is exacerbated by the need to have adequate comparator data among the appointment cohort. The Faculty Union of the Nova Scotia College of Art and Design’s collective agreement specifies a twelve-month period for grid placement grievances.¹³

15.01 Procedure to Determine Rank and Grid Placement for New Appointments

(F) After an employee accepts an offer of employment, the Union, on behalf of the new employee, may grieve the rank and grid placement assigned at any time within twelve (12) months of the starting date of the appointment...

The Association of Professors of Bishop's University’s agreement outlines an alternative process for members to challenge the calculations used to assess their placement on the grid:

6.20 Any Member who believes that their relevant education and experience has been improperly calculated may petition for a reassessment of step at hire at the Joint Committee within six (6) years of appointment. Should the Joint Committee find that the Member’s step at hire was improperly calculated, this decision will be applied retroactively to the original date of the tenure-track appointment, applying all adjustments to salary, pension and any other attendant benefits.¹⁴

Conclusion

Academic staff associations should protect their members against compensation inequities by representing them in the negotiation of all terms and conditions of employment. This means negotiating firm, transparent salary grids with clearly defined criteria for initial grid placement. Market supplements should be voided. Associations should establish a clear and regular process for identifying and rectifying anomalies.

12 Mount Royal Faculty Association Collective Agreement, 2020-2024, MOU re Pay Equity Review Implementation

13 Faculty Union of Nova Scotia College of Art and Design - Academic Staff (Unit 1) Collective Agreement, 2022-2026, Article 15.01(F)

14 Association of Professors of Bishop's University (RAS Unit) Collective Agreement, 2022-2025, Article 6.20