

IN THE MATTER OF AN ARBITRATION

BETWEEN:

UNIVERSITY OF BRITISH COLUMBIA

("University" or "UBC")

AND:

FACULTY ASSOCIATION OF THE UNIVERSITY  
OF BRITISH COLUMBIA

("Faculty Association" or "Association")

INTEREST ARBITRATION 2014

COUNSEL:

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For Faculty Association

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and Jennifer Russell  
For University

DATES OF HEARING:

February 16, 17, 18, 2016  
Vancouver, BC

COLIN TAYLOR, Q.C.  
MICHAEL CONLON  
JUDITH OSBORNE

## I

[1] This is an interest arbitration pursuant to the provisions of Article 11.02(e) of the Framework Agreement, to settle a new collective agreement between the University and the Faculty Association beginning July 1, 2014. Among other things, the parties disagree as to the term of the collective agreement that should be awarded, and the amount of any general salary increase.

## II

[2] Article 11.02(e) provides as follows:

In making its award, the Arbitration Board shall give first consideration to the University's ability to pay the cost of an award from its general purpose operating funds. In doing so, with due regard to the primacy of the University's academic purpose and the central role of Faculty Members, Librarians and Program Directors in achieving it, the Arbitration Board shall take account of the University's need to preserve a reasonable balance between the salary of members of the bargaining unit and other expenditures. If the Arbitration Board is satisfied that the University has the ability to pay the cost of an award, it shall base its award on the following criteria:

1. the need for the University to maintain its academic quality by retaining and attracting Faculty Members, Librarians and Program Directors of the highest caliber;

- ii. changes in the Vancouver and Canadian Consumer Price Indices;
- iii. changes in British Columbian and Canadian Average Salaries and Wages; and
- iv. salaries and benefits at other Canadian universities of comparable academic quality and size.

[3] Article 11.02(e) has been the subject of interpretation in a number of previous awards, most recently *University of British Columbia –and- Faculty Association of the University of British Columbia (Interest Arbitration 2013)*, July 24, 2013 (Taylor) (the “2013 Award”). That award reviewed the earlier awards, and also addressed a number of considerations germane to the present case, allowing this award to be more brief.

[4] Given the process contemplated under Article 11.02 and agreed by the parties, this award will not set out the parties’ extensive submissions (see 2013 Award, para.4). It will also not repeat the analysis in the 2013 Award. It is sufficient here to summarize certain principles to provide the necessary context for the determinations that follow.

[5] Article 11.02(e) is an “adjudicative” model of interest arbitration. It exhaustively specifies the criteria upon which the award is based. Those criteria do not include the general public sector bargaining

mandate set by the Public Sector Employers Counsel ("PSEC"). (2013 Award, paras. 6-18 and 53-62).

[6] Where possible, interest arbitration tries to foster the alternative route to resolution of the parties' differences: i.e., by the parties themselves, in collective bargaining. Interest arbitration is thus an inherently conservative exercise, which resolves those issues that must be resolved without the parties' agreement, but otherwise endeavors to avoid supplanting the parties' self-governing relationship. (2013 Award, paras. 14 and 128-137).

### III

[7] The above point provides a useful backdrop to the issue of the appropriate term of the collective agreement resulting from this interest arbitration. The University argues the term should be five years. The Association argues it should be two years.

[8] Article 11.02(e) does not provide guidance as to term. We conclude the appropriate term is two years.

[9] A lesser term of one year is not feasible, as the parties are now in what would be the second year of the award.

[10] The Association points out that a term of more than two years, and especially a term of five years, would be inconsistent with the terms awarded in prior interest arbitrations between these parties. It also submits it would require basing the Article 11.02(e) determinations largely on forecasting well into the future, which is less reliable than actual data. We accept those submissions.

[11] Most fundamentally, the prior interest arbitration awards have been only as long as necessary for good reason. As noted in the 2013 Award, the parties have a commendable record of reaching agreement and devising their own solutions without resort to interest arbitration. The term of the agreement awarded should not detract unnecessarily from their opportunities to do so.

[12] The agreement awarded will be for a term of two years: July 1, 2014 to June 30, 2016.

#### IV

[13] The next issue that will be addressed is the appropriate award. While Article 11.02(e) stipulates that the University's ability to pay the cost of "an award" must be given "first consideration", it is clear on the submissions that the University has the ability to pay the cost of "an award." The more pertinent

question is whether it has the ability to pay the award determined appropriate under Article 11.02(e). Once that award is ascertained, the issue of ability to pay will be revisited.

[14] The appropriate award is determined by the four enumerated criteria, and not by the parties' offers or positions. However, it is convenient to set out the parties' positions at the outset.

[15] The Association argues the criteria in Article 11.02(e) justify an award of 3% and 3% over two years.

[16] The University's position is consistent with its bargaining mandate from the Public Sector Employers Council ("PSEC"). Briefly, that position is 5.5% in increases over five years, plus the Economic Stability Dividend. The 5.5% over five years is as follows: July 1, 2014: 0%; July 1, 2015: 1.0%; July 1, 2016: 0.5%; May 1, 2017: 1.0%; July 1, 2017: 0.5%; May 1, 2018: 1.0%; July 1, 2018: 0.5%; May 1, 2019: 1.0%.

[17] The University also proposes a retention fund of \$500,000 under Article 6 of Part 2 of the collective agreement in each year starting in the second year of the collective agreement (July 1, 2015), to be subtracted from the above general wage increase. The subtraction of the \$500,000 retention fund in the second year would bring the 1.0% down to a 0.9% general wage increase.

[18] Accordingly, for a two-year collective agreement, the University's proposal is a general wage increase of 0% and 0.9%, plus the Economic Stability Dividend and the \$500,000 Article 6 retention fund.

[19] The Economic Stability Dividend proposal would provide that if forecast real GDP growth for BC for 2014 was ultimately exceeded by actual real GDP growth in 2014 by, for example, 1%, then an average wage increase of half that percentage (0.5%) would result on May 1, 2016.

[20] The University submits its position is consistent with its bargaining mandate from PSEC, which is the limit for which it will receive government funding.

[21] As described in the 2013 Award, our role is to interpret and apply the parties' agreement in Article 11.02(e). That agreement does not involve application of the PSEC bargaining mandate, and does not mirror the University's funding from government.

[22] However, the University argues that application of the criteria in Article 11.02(e) do not result in a greater award that it has offered. That is a position the University is entitled to take.

[23] Having said that, one incongruity is the subject of a particular objection by the Association and should be dealt with at the outset.

[24] The Association argues the Economic Stability Dividend proposal is inconsistent with Article 11.02(e) and should not account for any of the award determined under that provision. It summarizes its position as follows:

The Association does not believe that tying the [general wage increase] of members to forecast errors of a forecasting council is consistent with any provision of Article 11.02(e). The Association has no objection to participating in such a lottery as long as it is understood that it does not enter into the "ability to pay" analysis and does not satisfy any of the conditions of Article 11.02(e).

[25] We accept the Association's argument that the Economic Stability Dividend is simply a materially different exercise than the one mandated by Article 11.02(e). It is a variable amount that is structured on particular criteria by a third party, and those criteria are different than the ones upon which Article 11.02(e) directs the award to be based. It is therefore unnecessary to address the Association's arguments concerning the merits of the Economic Stability Dividend proposal. The award must be based on Article 11.02(e).

[26] While it would be open to the parties to agree to the Economic Stability Dividend, that has clearly not occurred. The Association has argued it does not satisfy any of the conditions of Article 11.02(e). We agree with that position.

[27] We next turn to the four enumerated factors. As in the 2013 Award, we will leave the first enumerated factor, the University's need for recruitment and retention, until after the other factors have been determined.

[28] The second enumerated factor is "changes in the Vancouver and Canadian Consumer price Indices". As the first year of the two-year collective agreement (July 1, 2014 to June 30, 2015) is completed, the numbers for that year are known. The Canadian CPI for that period increased 1.3%, while the Vancouver CPI increased 1.1%, for an average of 1.2%.

[29] With respect to the second year of the collective agreement (July 1, 2015 to June 30, 2016), the parties have submitted forecasts for calendar years 2015 and 2016. The University has submitted an average of forecasts for Canada and BC for the calendar years 2015 and 2016 as follows: for 2015, Canada, 1.2%, BC, 1.2%; for 2016, Canada, 2.2%, BC, 2.1%. The Association's submissions are fairly consistent with that. Accordingly, it is reasonable to infer that CPI will remain close to 1.2% for the first half of the second

year of the collective agreement, rising toward 2% in 2016.

[30] The third enumerated factor is "changes in British Columbian and Canadian Average Salaries and Wages". We find the Survey of Employment, Payroll and Hours (SEPH) that is presented by the University, rather than the Labour Force Survey (LFS), most reliable and best suited for this purpose. Using the month to month annual average inflation rate advocated by the Association, the average for the first year of the collective agreement is just under 2.5%.

[31] The information provided does not allow a reliable forecast after that. We do not find the Association's proposed "rule of thumb" of adding 1% to the projected rate of inflation sufficiently reliable: as the Association acknowledges, it is based on a long-term average, and the relationship between wages and inflation in particular years changes considerably. As the collective agreement does not specify a particular time period (2013 Award, paras. 88 and 90), it is preferable to rely on the information that is reliable. Put differently, neither party has established a reliable basis to infer the increase in average wages will rise or fall from 2.5%.

[32] The fourth enumerated factor is "salaries and benefits at other Canadian universities of comparable

academic quality and size". Purposively, "quality" is more important than "size" (2013 Award, para.96).

[33] The University argues its salaries are commensurate with its relative place among its comparators, and this factor does not justify an increase beyond what it has offered. The Association argues the University's salaries are behind its relative place among its comparators, and this factor justifies a greater increase.

[34] While comparisons are inevitably imprecise, certain main themes in the parties' arguments can be addressed.

[35] The Association argues the University should be compared with the University of Toronto. The University argues its comparators also include Simon Fraser University and the University of Victoria. Both parties are correct: all three of these institutions have been included as comparators in the prior awards.

[36] The Association emphasizes UBC's place in international (and national) university rankings.

[37] The 2013 Award stated: "What is clear from these rankings is that UBC is successfully competing on an international scale, at a very high level" (para.100). That remains the case.

[38] The 2013 Award observed that, based on overall assessment of the rankings at that time: UBC was second in Canada only to the University of Toronto, with McGill in third; these three universities consistently ranked highly in the international rankings; and there was a sharp drop-off after that, with none of the other Canadian universities doing so.

[39] In the current rankings that overall assessment remains similar, with the exception that whether UBC remains ahead of McGill is less clear.

[40] International rankings are not the only measure of academic quality, and SFU and the University of Victoria should not be excluded from the analysis (2013 Award, para.100).

[41] In the present case, the Association argues:

It is not unexpected that there should be a gap between UBC and UVic and SFU. The institutions are not comparable. There are huge differences in the classification and size of the three institutions. UBC is classified in the Medical Doctoral category of universities, and is ranked near the top in its category. UVic and SFU are classified as Comprehensive universities, and though they rank at the top of that category, that does not make them comparators to UBC. Both institutions fall substantially lower than UBC on international rankings, often not even being ranked at all. (Reply submission, p.46)

[42] It is not unexpected that there should be a gap, and there is a large gap. However, that does not mean SFU and University of Victoria are not comparators. "Academic quality" is a broader concept than international ranking. That being the case, Article 11.02(e) is not a vehicle for single-minded pursuit of salary parity with the University of Toronto, without regard to other comparators including SFU and the University of Victoria. UBC is distinguishable from SFU and the University of Victoria in important ways, which are reflected in higher salaries, but the Association has not established that UBC is so generally distinct from them in terms of "academic quality" that they do not remain important comparators.

[43] Concerning the effect of UBC Okanagan salaries (an issue in the 2013 proceedings), we have taken into account the Association's submission that its transition is "largely complete". However, its average salaries remain substantially below the average salaries for UBC generally, and it can be somewhat of a distorting factor if this is not given any consideration in the national comparisons. We note that on UBC's data, the average salaries for UBC Okanagan are nonetheless now substantially above the average salaries at SFU and the University of Victoria.

[44] In general under this factor, while there are differences in how the parties rank UBC's salaries relative to other institutions, both parties' rankings

indicate that the University of Toronto's salaries remain well ahead of UBC's, but also that UBC's salaries remain well ahead of those at McGill, SFU and the University of Victoria - and the gap between UBC and those latter three institutions has increased substantially. The information submitted indicates McGill agreed to 0% for 2013/2014 and for both of the years under consideration in this award.

[45] In conclusion, we accept the University's submission that the 2013 Award appears to have improved UBC's situation relative to its comparators somewhat, though not as dramatically as the University states. Viewed broadly, the case for an increase is somewhat less compelling than in 2013, but this factor nonetheless justifies a greater increase than the one the University has proposed.

[46] The last factor to be addressed is the first enumerated one: "the need for the University to maintain its academic quality by retaining and attracting Faculty Members, Librarians and Program Directors of the highest caliber". We have described this in shorthand form as recruitment and retention.

[47] The University submits it does not have any general problem with recruitment and retention. The data it has provided - a very small number of resignations, and a very large number of applicants - strongly support that proposition. As in the previous

award, we find this evidence of actual events to be a more reliable indicator than the survey data, which we also note in this case is equivocal.

[48] The University submits it does, however, continue to require targeted retention efforts in particular cases, and it thus proposes a \$500,000 retention fund pursuant to Article 6, effective July 1, 2015 (the second year of the collective agreement). It submits prior collective agreements have provided it with the flexibility it requires to deal with specific retention cases: for example, in the 2006-2010 collective agreement the retention fund was \$3.2 million over four years. It submits the reason there was no such fund in the 2010-2012 collective agreement is that it was precluded from offering any increase in compensation by the government mandate.

[49] The Association opposes the University's proposal. It strongly opposes the proposition that the general wage increase should be reduced to accommodate the retention fund, noting that most of its members receive no benefit from the retention fund. It also opposes the retention fund generally, and proposes the elimination of Article 6. It argues the best way for the University to deal with any retention issues is by general wage increase.

[50] The difficulty with this latter argument is that the University has established that its retention

issues are not general, but rather particular to specific cases. As for how those specific cases are best dealt with, in our view the University is better placed than an arbitration board to make those judgments.

[51] Having said that, there is merit in the Association's point that most of its members receive no benefit from the retention fund.

[52] That being the case, we conclude the Article 6 retention fund of \$500,000 should be awarded, but this amount should not be included in or subtracted from the general wage increase.

[53] Otherwise, we are not persuaded that this factor supports an additional increase to compensation.

[54] Besides the foregoing monetary items, there are a number of other proposals put forth. As in the 2013 proceedings, the Association argues such items should be awarded by interest arbitration; the University argues the award should be limited to resolving the monetary dispute, and other items left to the parties to resolve in collective bargaining. In the alternative, if items are awarded to the Association, the University understandably takes the position that other items should be awarded in the University's favour in exchange.

[55] For essentially the same reasons as set out in the 2013 Award, we conclude these items are best suited to resolution by the parties in collective bargaining, rather than being decided by a third party in interest arbitration. None present a clear and compelling need for third party resolution at this time, particularly given the parties' imminent return to collective bargaining. Some of the relevant considerations were recently restated by Arbitrator Lanyon in *Vancouver (City) Police Board v. Vancouver Police Union (Collective Agreement Renewal)*, [2014] B.C.C.A.A.A. No. 95:

... As stated, interest arbitration is a conservative process. It works best when the differences referred to a third party are few in number. Mature collective bargaining relationships, such as the one before me, have crafted a collective agreement over a good number of years. During numerous rounds of collective bargaining the parties have arrived at many different and difficult trade-offs. For an interest arbitrator to delve too deeply into that collective agreement, without any knowledge of those trade-offs, may potentially upset this delicate balance achieved over many years. The increases in these remaining issues sought by the Union are substantial. The proposed cuts sought by the Employer are equally substantial. Having read the parties' extensive submissions, and listened to their comprehensive arguments, I have decided to limit this Award to the Wages and Terms of the agreement. I therefore decline to address all other proposed changes to the collective agreement. (para.60)

[56] The rationale for this restraint in interest arbitration is to support collective bargaining (2013

Award, paras 14 and 128-133). For primarily that reason, we reject the position advanced by the Association at pages 61-63 of its October 7, 2015 reply submission that s.2(d) of the *Canadian Charter of Rights and Freedoms*, after *Saskatchewan Federation of Labour v. Saskatchewan*, 2015 SCC 4, requires that its interest arbitration agreement produce different results, involving more third-party regulation of the parties' issues.

[57] The 2013 Award stated:

[The issue] is who is best situated to make the decisions and trade-offs in question: the arbitrator or the parties themselves.

The University and the Association are sophisticated parties with a mature bargaining relationship and a long history of self-governance. They have a commendable record of resolving their issues and reaching agreement without the need for a third party to order their affairs (paras. 131-132)

[58] That remains the case. Indeed Exhibit 7(G) in these proceedings is a Memorandum of Agreement dated January 30, 2015 which records the agreement of the parties to 13 collective agreement issues. Five of those agreed changes came before the 2013 interest arbitration tribunal and were referred back to the parties. This underscores the University's submission that this was a very productive round of collective bargaining between the parties and interest arbitrators

should be slow to get in the way. Interest arbitration is no substitute for hard bargaining.

[59] A final issue raised by the University must be dealt with in relation to the monetary award. It relates to the fact that faculty receive 1% of their salary as a lump sum each year. The 2013 Award held that, as this was part of their existing compensation, it did not take the place of an increase (paras. 107-18 and 112).

[60] In the current arbitration, the University has renewed its argument that the annual 1% lump sum should be counted as an increase in compensation under Article 11.02(e). The Association maintains its position that the 1% annual lump sum is part of a member's existing compensation, does not increase the member's compensation from year-to-year, and is thus not an increase in compensation and should not be counted as such.

[61] We are unpersuaded by the University's argument. The 1% annual lump sum is part of existing compensation and, while the dollar amount of the 1% may change from year to year, it does not take the place of a general wage increase. The University argues that this "means that a COLA clause in a collective agreement that produces an annual lump sum payment would not be considered in assessing whether there was an increase in salary that offset inflation, simply because the

provision exists in the agreement and has not been renegotiated". That is not the case. The purpose and intention of a cost of living adjustment is to *increase* existing compensation. It does so in order to keep pace with things like inflation, fulfilling the same type of function as factors in Article 11.02(e). The principled distinction to be made is not between a lump sum and a percentage, but between existing compensation and an increase to existing compensation. The 1% annual lump sum is part of existing compensation. It is therefore taken into account as existing compensation. It is not an increase, and does not take the place of an increase under Article 11.02(e).

[62] Accordingly, the general wage increase is in addition to the 1% annual lump sum.

[63] Based on the four enumerated factors, for the above reasons, we find the appropriate award is a general wage increase of 2% and 2%, and an Article 6 retention fund of \$500,000.

## V

[64] Having determined the appropriate award under the second part of Article 11.02(e), we return to the issue of the University's "ability to pay" it pursuant to the first part of Article 11.02(e). Prior awards have held that this is not a wide-ranging inquiry into ability to

pay in general; rather the primary criterion is the preservation of a "reasonable balance" as set out in Article 11.02(e): see 2013 Award, paras. 18-62.

[65] Formerly, Article 11.02(e) referred to a "reasonable ratio". The 1989 Getz arbitration board inferred that the purpose of such a provision was to allow the parties to make the necessary adjustments simply and easily, by agreement. (pp. 19 and 21). The submissions concerning ratio before us indicate that is not how it presently operates.

[66] The provision was subsequently amended by the parties, from "reasonable ratio" to "reasonable balance". The consequence of this amendment was summarized as follows in the 1997 Larson award:

The effect of that change was then considered by the Kelleher board (supra) which determined that the obvious intention of the parties was to 'render (the) comparison (between salaries and other expenses) less formulistic and more flexible[']. Without attempting to be exhaustive, we take that to mean that if one is put to determine whether a reasonable balance has been preserved it must involve some examination of the historical past, particularly agreements that were freely negotiated, and that it is not sufficient to merely look at the previous year. Secondly, the introduction of the word *balance* must be seen, in that context, to accord a certain degree of expansiveness or range to the decision of the arbitration board that was not possible under the *reasonable ratio* test. More importantly, we hold that the *reasonable balance* test is not an exclusive indicator of ability to pay and that,

inter alia, other criteria may be taken into account which could include considerations of academic purpose and the central role of faculty at the University. (pp. 6-7, italics in original)

[67] The debate in the 2013 Award concerned the extent to which other considerations, besides the "reasonable balance", ought to be taken into account in determining "ability to pay". The debate in this case concerns how one should apply the "reasonable balance" test itself.

[68] It is common ground that the analysis requires comparing the current ratio with past ones. Both parties also submit that the analysis should not turn on decimal points. However, they disagree on the basic method by which the comparison should be made.

[69] The University suggests comparing a proposed ratio with the average of the ratios produced by the last two collective agreements: the 2010-2012 negotiated collective agreement and the subsequent one produced by the 2013 Award.

[70] The Association argues a proposed ratio should be compared to an historical range (not an average) of ratios.

[71] The method advocated by the Association is the one employed in all three of the prior arbitration awards that have considered the "reasonable balance" test since it was adopted by the parties: the 1994 Kelleher

award, the 1997 Larson award, and the 2013 Award. It is also more consistent with the analysis of the provision in the earlier awards (reproduced above), with the term itself ("reasonable balance"), and with its amendment from the provision's former reference to a "ratio". We find that is the approach to be employed.

[72] Underlying the University's proposed change in approach, and also its criticisms of some of the Association's assessments, is its argument concerning what it has described as "ratio creep". For example, where the Association has argued the University has the "ability to pay" an amount because it falls within the historical range - i.e., it is lower than the highest ratio in that range - the University has objected on the basis that this would promote "ratio creep" by using the highest ratio as the determinant, thus potentially inching it even higher.

[73] The University's essential, substantive concern is a valid one. The requirement to "preserve a reasonable balance" in Article 11.02(e) indicates it should not be applied in a way that inherently continues to operate in a particular direction.

[74] The issue, however, is one of the nature and scope of the assessment. It is not a "reasonable ratio" test to be monitored for ratio creep, but a "reasonable balance" test that is "less formulistic and more flexible" (1994 Kelleher award) and incorporates a

degree of "expansiveness or range" (1997 Larson award). It is worth noting that the statement about "expansiveness or range" did not merely mean that it was appropriate to consider an historical range of agreements, as that point had already been made in the sentence immediately preceding it.

[75] The University is large, complex and dynamic. While the historical ratios are appropriately calculated to decimal places, the various components that produce the ratio are subject to differences resulting from reasonable disagreement, operational change, forecasting errors, and other factors that can readily swing the ratio several decimal points (or more) one way or the other. It is worth recalling that the purpose of the provision is to determine whether the University has the ability to pay its faculty an appropriate salary increase. One would hesitate to conclude this fundamental question was intended to depend on such vicissitudes in a given year, in circumstances where: the parties have specifically removed the reference to the "ratio"; the term has been replaced by "a reasonable balance"; and the assessment must be made "with due regard to the primacy of the University's academic purpose and the central role of Faculty Members, Librarians and Program Directors in achieving it."

[76] In conclusion, it is open to the University to establish that, in actual and substantive terms, a

"reasonable balance" has not been preserved, or that it would not be preserved by a given award. The present circumstances, and the present award, fall well short of doing so.

[77] In her reply report, the Association's independent expert, Ms. Eleanor Joy, indicated that the Association's proposal of 3% and 3% would fall within the historic range of ratios. She also conducted an alternative analysis, based on the University's submission that, because the first fiscal year at issue is now over, any wage increase awarded for the first year would need to come from the second fiscal year, which would affect the ratio and thus the University's "ability to pay". The Association, understandably, objected to that Argument being given effect in assessing the "reasonable balance" under Article 11.02(e). In any event, Ms. Joy calculated that even if that argument were given effect, an increase of 2.5% and 2.5% would fall within the range of recent historical ratios.

[78] The award we have determined is appropriate under the four criteria (2% and 2% plus \$500,000 for the University's recruitment and retention fund) is significantly less than that. In light of the above-noted interpretation of Article 11.02(e), we are satisfied that it is not necessary to resolve any remaining differences between the parties with respect to the analysis under Article 11.02(e).

We conclude the award is within the University's ability to pay pursuant to Article 11.02(e).

#### IV

[79] The current collective agreement is renewed for a term of July 1, 2014 to June 30, 2016.

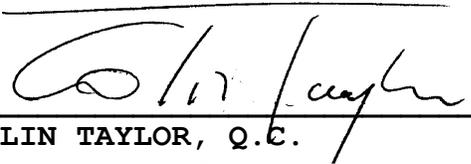
[80] A general wage increase is awarded of 2% July 1, 2014, and 2% July 1, 2015.

[81] An Article 6 retention fund of \$500,000 is awarded as of July 1, 2015.

[82] Agreed items are left to the parties to implement.

[83] All other items have been considered and are not awarded.

DATED at Vancouver, British Columbia, this 31st day of March, 2016.

  
COLIN TAYLOR, Q.C.

  
MICHAEL CONLON

  
JUDITH OSBORNE