Strike Action and the Bargaining Table: an Account of Negotiations on Teaching Workload Protections in 2016

In 2016 the Conservative government of Manitoba intervened directly in the negotiations between the University administration and the Association. While it knew for weeks that the government wanted a 0% salary increase and a one year deal from UMFA, the administration didn't tell the Association about the government's demands until mediation (a process initiated by the Association) had begun. The shocking news was delivered with only three days remained before the strike deadline set by the Association.

The Administration has since apologized for keeping secret the government's directive, and in response to an order from the Manitoba Labour Board paid a fine to each Member of the UMFA and the Association itself for its actions.

The government's secret directives resulted in a 21 day strike, but negotiations didn't cease. Below is a selection from the decision that provides a detailed narrative of events as they transpired at the UMFA/UM bargaining table.

The full decision and a summary thereof is available on the UMFA website, here.

From the decision:

Evidence of the Association

- 35. Professor Hudson gave testimony describing the course of events during the bargaining round conducted between April and November 2016. The Association is governed by a 78-member Board of Representatives and an Executive, with a 20-member Collective Agreement Committee ("CAC") constituted during periods of bargaining. Face to face bargaining with the Employer is handled by a five-member team lead by a Chief Bargainer. In 2016, Professor Robert Chernomas ("Chernomas") was UMFA's Chief Bargainer, a position he held in multiple previous rounds. The University's Lead Bargainer was Greg Juliano ("Juliano"), Vice-President of Human Resources, who was supported by a team of administrators and staff relations representatives.
- 36. Hudson said that based on member consultations before the start of bargaining, UMFA ranked salary as the top issue for 2016, followed by support, benefits, working conditions and workload. The University of Manitoba placed last in the U13 research intensive university group in Canada. It was an UMFA priority to improve this salary ranking and Hudson said the University also recognized the importance of the issue. Both parties were open to a fast-track process for significant salary and market adjustments. Thus, UMFA put aside non-monetary issues and proposed both scale and market adjustments in a one-year agreement, with a freeze on layoffs and workload increases and no new performance indicators (referred to as "metrics").
- 37. On September 13, 2016, the University tabled and announced a salary offer of 17.5% over four years. UMFA viewed this as promising but in a longer agreement, it would need to address a range of issues beyond money. Three bargaining sessions were held in October and a strike vote was taken with a deadline of October 31, 2016. A mediator was jointly retained by the parties and three day mediation was scheduled to start on October 27, 2016.

- 38. On the first morning of mediation, at the direction of the Provincial Government, the University announced that it was withdrawing its salary offer and substituting a one-year agreement at zero. Juliano told the meeting that government was interfering in bargaining, but the University was not able to defy government. The mediation failed and a 21-day strike ensued. A settlement was reached in conciliation for a one-year agreement at zero on wages, but with new Article 19 provisions on workload and some other revisions.
- 39. Hudson testified that while workload was not the top priority when they started, it was nevertheless a concern expressed in all UMFA constituencies. Members reported workload creep, exhaustion and burnout, with no end in sight. Instructor workload in Arts had been raised suddenly from 18 credit hours to 24 credit hours, which set off alarm bells. A similar change was hinted in Science. It was well known that the University faced budget problems and members were worried that the administration would respond by demanding more work from existing employees. Faculty would be the University's safety valve under financial distress.
- 40. Hudson reviewed the details and progress of bargaining. At the first negotiation meeting on April 12, 2016, which was still under fast-track mode, a workload freeze was sought, and the following appears in the minutes: "Teaching loads major concern of members, as well as admin loads." Chernomas stated: "We're not looking to lower, we're looking for a ceiling." Juliano asked for more information and there was discussion of some current practices. (Book of Agreed Documents, hereafter "Documents", Tab 25).
- 41. The parties met next on April 16, 2016 and workload was discussed at length. Juliano said that freezing teaching load would be a problem. He noted that the University could not accept both no layoff and no increased workload. Hudson testified that these remarks alarmed the UMFA team. Juliano also asked why deans should not be able to discuss an increased teaching load with a member who was not publishing or doing much research (Documents, Tab 26). This precise issue has emerged in the present grievances.
- 42. On April 20, 2016, budget and workload issues arose again. UMFA pursued a workload freeze and Chernomas stated: "We are trying to interfere with deans' discretion, because you have imposed cuts on them and they have no alternative." Juliano responded, "Workload these are things of concern, we do want to correct inequities, can't deny it's a tool for budgetary purposes. Not a lot of flexibility left with not a lot of money, can't change programs."
- 43. By the time the parties met on May 21, 2016, fast-track bargaining had been abandoned and all issues were on the table. The Association proposed a teaching load freeze and a new process in each faculty to establish a teaching load policy by January 1, 2017 (Documents, Tab 12). The dean would take advice and formulate a policy for approval by the members in a secret ballot. Once the policy was in place, the freeze would end. UMFA further proposed that the dean's existing discretion under Article A.2.4 to assign duties would be subject to the new teaching load policy.
- 44. These proposals were presented by Chernomas at the May 25, 2016 bargaining meeting (Documents, Tab 28). He said the concern related to the amount of work as well as distribution of assignments. Deans were assigning more and more work, and the Association wanted a systematic way of determining load. Juliano responded with hesitancy and said that preserving flexibility was the University's goal. It was noted that four units already had written policies.

- 45. UMFA further developed its workload proposal (Documents, Tab 13) and tabled it at the June 24, 2016 meeting (Documents, Tab 29). Juliano reiterated that the employer needed flexibility. "Your proposal limits our tools to get it done effectively and in response to demands." There was extended discussion and UMFA emphasized its concern with deans trying to fix budget problems by adding workload. Juliano said they should consider how the public would react to a collegial governance system where employees get to say how much work they do. He maintained this would be an unprecedented employment relationship. It would take away management's right to determine the work. It would be a blank cheque.
- 46. Hudson observed in his testimony that Juliano was wrong. Employees always have a say in their workload by negotiating hours of work. For academic faculty, the workload cannot be set that way, so another approach is needed. However, no employer is allowed to unilaterally increase the employee's workload.
- 47. On August 24, 2016, UMFA promised more language on workload. It wanted collegial governance with the dean's involvement, where "both sides have power" (Documents, Tab 31). The members and the dean would agree on a standard workload, and thereafter the dean would be bound to follow it. New language was tabled by UMFA at the August 30, 2016 meeting (Documents, Tab 14). The freeze was deleted but workload would remain the same until a "teaching responsibility policy" was in place. If no majority vote were achieved to approve the policy, the dean would continue efforts to revise the terms and gain approval. No member could be assigned a teaching load in excess of the standard assignment until the policy was approved. Moreover, the policy would address "the conditions precedent to when the teaching workload of a Member shall differ from the standard teaching workload or standard teaching work load range." The policy would be reviewed at least every five years.
- 48. The new UMFA language was discussed at length (Documents, Tab 32). UMFA argued that the proposed regime had checks and balances and would not create any public perception problem. Juliano acknowledged improvements in the draft but pointed out there could be a deadlock, in which case March 2016 workloads would continue. The University is obligated to ensure its employees are working as efficiently as possible, he said.
- 49. The parties met again on September 7, 2016 (Documents, Tab 33) and Juliano repeated that the potential for stalemate in approving a workload policy was a major problem. Reference was made to the detailed nature of the Faculty of Arts policy. Juliano stated that such a policy left little room for a dean or head to use discretion in dealing with individual faculty situations. He also asked how a standard teaching assignment could be defined, given the diversity of classes, labs and field work. How prescriptive would it be? At this meeting, the term "guideline" was suggested in place of "policy", which denotes a formal Board of Governors or Senate enactment. Chernomas reacted that guideline was too weak and suggested "protocol".
- 50. On September 13, 2016, the University tabled a comprehensive settlement proposal (Documents, Tab 15) including language on the assignment of teaching. The proposal expressed a commitment to a reasonable and equitable distribution of teaching work, a transparent process of assignment and flexibility to meet operational requirements. Annually the dean would communicate their approach to assignment and consider each member's preferences prior to finalizing assignments. The dean would consult in accordance with existing Article A.2.4 but retain the ultimate discretion on assignment. The University said that UMFA's proposal had the potential to reduce productivity and substantially increase cost.

- 51. The Association responded on September 26, 2016 (Documents, Tab 16) adopting the "guideline" descriptor and detailing the collegial discussion and approval process by secret ballot. No new process was offered to resolve a stalemate. The parties met on October 3, 2016 (Documents, Tab 34) and Chernomas stressed that workload was the number one issue raised by UMFA members in constituency meetings. A special general meeting was scheduled for the following day and a strike vote was on the agenda.
- 52. On October 12, 2016, the parties met again (Documents, Tab 35). The vote results were not yet tabulated. The University denied any intent to increase everyone's workload. It was about flexibility for the deans in making assignments. UMFA responded that there had been increases and mentioned instructor teaching load that went from 18 to 24 credit hours. The concern was real.
- 53. By October 21, 2016, when the parties met after several deferred sessions, the strike vote had passed for November 1. Juliano stated that there had been high level meetings with government, but he was not at liberty to share any information concerning money issues. Regarding workload, he recognized this was UMFA's most legitimate concern. He requested a response to the University's September 13 proposals on teaching assignment. He was definitive that the administration did not intend to just increase workload but could not give guarantees. Chernomas responded, "Your saying 'trust us' doesn't work for us." There was discussion but no resolution on how to break a workload deadlock (Documents, Tab 36).
- 54. On October 25, 2016, UMFA produced another proposal amending existing Article 19.A.2.4 to make the dean's discretion in assigning duties subject to the new provisions for guidelines and standard teaching workload (Documents, Tab 16).
- 55. Mediation was scheduled for October 27, 29 and 30, 2016 with Larry Steinberg from Toronto. UMFA filed a brief (Documents, Tab 38) attaching its August 30 proposal on workload and citing the Queen's University faculty collective agreement as a precedent. On the first day, the University informed the mediator of government's zero wages-one year directive, and he told the UMFA team. Hudson testified that there was shock and disappointment, as the team felt they had been heading toward a resolution. Since it was clear the University would comply with the directive, and the agreement would be only for one year, UMFA decided to try for non-monetary gains. Salaries would be up for negotiation soon enough, in the spring of 2017.
- 56. Discussions with the mediator and the University on workload covered familiar territory. UMFA said it had to have a ceiling on workload. Juliano repeated that was a blank cheque. The mediator saw it as a fundamental disagreement and suggested temporary solutions. Hudson said the bottom line was that UMFA needed protection. Juliano warned that he had no idea what a "normal load" meant. It would just generate grievances. At the time, Hudson summarized the UMFA position as follows: "We want a process into the determination of a normal workload and conditions under which that could vary. With a vote. And if accepted, that's the new workload." He testified that this remains the Association's view today.
- 57. On October 30, 2016, the last day of mediation, the University proposed a joint working group in each faculty to seek a consensus on appropriate teaching load and processes to determine assignments. The dean would consider the group's recommendations and implement them if they were unanimous. Otherwise, the dean would decide which recommendations to adopt and provide reasons (Documents, Tabs 49 & 50). UMFA rejected the proposal.
- 58. UMFA presented a final offer on October 30, 2016, open until noon the next day (Documents, Tab 18), with a workload increase pause and language adapted from Western University. In that university's collective agreement, there is a collegial process to establish a normal workload in each unit. If the load is

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not approved by vote, the dean decides but the workload applies only for two academic years. Hudson testified that UMFA saw this as a compromise it could live with, but the University rejected the proposal.

- 59. On October 31, 2016, the University made a new offer (Documents, Tab 20) including a letter of commitment that assigned credit hours would not be increased before March 31, 2017, as far as reasonably practical. There was a fund of \$0.5M to address workload concerns. UMFA rejected the proposal and the strike began.
- 60. A conciliator was appointed and on November 1, 2016, the Association proposed language to resolve a teaching load stalemate (Documents, Tab 21). After two failed secret ballot votes by the members in a faculty, the issue would go to the Vice-President (Academic) and UMFA, who would seek a resolution. After 30 days, the dispute would be referred to binding arbitration under the grievance article of the collective agreement. Teaching loads would be frozen until a successful vote occurred.
- 61. On November 2, 2016, Chernomas introduced the latest UMFA proposal, emphasizing that the team was hearing many concerns about workload. "We need something with teeth in it." Juliano responded that collegial input was good but control was not. He was also worried about shifting the decision outside the University and how long it would take to resolve the issue. He asked how workload became such an issue? Chernomas replied that this was coming up from below and it was not only Arts. "More work and less pay makes people angry." Juliano insisted "we need an efficient process that preserves the dean's authority." In his testimony, Hudson said this was one of the only times the University expressed any doubt that workload was a valid issue.
- 62. Conciliation continued on November 3, 2016 (Documents, Tab 42). UMFA presented member comments from every faculty about how workload has increased and asserted that "every dean is a problem." After lengthy discussion, the University stated unequivocally that arbitration was not an option. UMFA replied that deans deciding was not an option. Juliano asked, "Are you still really stuck on taking away the dean's authority?" He asked for a signal that UMFA might be prepared to move. Chernomas responded, "No movement on our part, we would argue taking away arbitrary power of the administration to keep imposing workload on us." It appeared to be an impasse.
- 63. On November 6, 2016, the University tabled another comprehensive proposal (Documents, Tab 22) but the Article 19 language was the same as September 13. The parties met that day and the University offered \$1.5M for support of teaching duties (Documents, Tab 43). UMFA concluded this would have a minimal effect on workload and would fail to address the issues.
- 64. Conciliation continued on November 10, 2016 (Documents, Tab 44) and Chernomas floated a three-member arbitration board. UMFA would not have control over workload issues, but it would have a say in the matter. Juliano gave a lengthy response addressing budgets and personnel issues, concluding that UMFA still wanted a blank cheque. Collegial input can be improved, he said, but deans need the final say. Chernomas protested that "we are simply saying we need a normal workload ... we are not asking for control of the budget, rather, the results have to be dealt with in a collegial fashion." Discussion returned to the Western University model to see if it could be made less cumbersome.
- 65. The parties met again in conciliation on November 12, 2016 as the strike was entering its third week (Documents, Tab 45). Hudson testified that pressure was building for a settlement as spring break was now in jeopardy. He said UMFA's pickets were stable and there was good support from the community. Even so, he said he was feeling the pressure acutely and suspected the Employer side was felling it as well.

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Chernomas said UMFA had no wording on workload. "No way of resolving the problem that you want us to trust the deans and we simply don't. Arts worked through the process you suggested and he said 'thanks but no thanks'". This was a reference to the Dean overruling faculty council and imposing 24 credit hours.

- 66. With the help of the conciliator, progress was made on several points, but workload remained the biggest issue.
- 67. Conciliation continued on November 16, 2016 (Documents, Tab 46). UMFA made a new proposal withdrawing arbitration as the mechanism to end a stalemate over teaching load and substituting a reduced threshold in a second or subsequent faculty vote on Guidelines (Documents, Tab 52). Unless a two thirds majority rejected the dean's proposed Guidelines, they would be accepted. Chernomas observed that while this would allow the Guidelines to proceed, the bar was set so low that the dean would lack moral authority on this basis, in his view. The UMFA proposal also added language stating that the dean shall comply with the Guidelines and limitations on the assignment of duties as set out in the article.
- 68. The University responded the same day (Documents, Tab 23) adopting the new lower threshold for approval but omitting the express obligation on the dean to comply with the Guidelines. Instead, the dean would take the Guidelines into consideration.
- 69. Conciliation resumed on November 18, 2016 (Documents, Tab 47). The University conceded a workload freeze until the new Guideline has been adopted. Then on November 20, 2016, the University tabled another proposal (Documents, Tab 24) and UMFA accepted. In his testimony, Hudson pointed to significant movement by the University on key issues. In particular, the Guidelines were no longer a mere "consideration" for the dean in making their decision on assignment of teaching duties. Article 19.A.1.2.1 stated that "the dean/director shall comply with the Guidelines" and the limitations on assignment as set out in the article. To UMFA, this was a huge step forward. The dean's authority was now limited by collective agreement language.
- 70. In addition, Article 19.A.1.3.6 appeared in the final text, much as requested by UMFA: "Guidelines of a faculty/school/college shall include a standard teaching workload range, and address the circumstances when teaching load of a Member shall differ." Hudson testified this meant there must be not only a standard workload range, but also a list of the circumstances when a member's load may differ. The reasons justifying a different load can be foreseen, said Hudson. An example would be organizing an international conference. With this language, the dean is constrained by what is on the list in the Guidelines. Arbitrariness is removed when a dean decides to give a member either lower or higher teaching load. These provisions were generally made applicable to instructors by virtue of Article 34.1.1.
- 71. Hudson testified that his report to the membership covered gains made in some respects on metrics, promotion, tenure and layoff protection. However, the biggest gain was on workload. UMFA could now tell its members that there was protection against the dean increasing a member's workload.
- 72. The Association grieved the Education Guidelines because the Education Clause opens a mechanism to disregard the Guideline process, potentially altering all members' workloads after "consultation". This could negate the whole fight for new collective agreement language. Similarly, the Architecture Clause allows the dean to decide, unilaterally and subjectively, that a member's research is too limited, such that teaching load will be increased. The converse could also occur. A member's teaching load could be subjectively reduced. The Clause also allows for "other exceptions" to the Architecture Guidelines without elaboration. This is too vague and violates the collective agreement.

- 73. Hudson was personally involved in the Arts Guideline process. In 2019, he chaired the Dean's Advisory Committee on Teaching Guidelines. He noted that the language of the Arts Clause is subjective: "significant" research/creative activity; additional assigned teaching "where appropriate". The Dean will define these terms. In its report, the Committee advised that these provisions be struck from the Guideline: "Substantively, the language opens a trap door for Deans to disregard the remainder of the guidelines, and goes directly against the intent of language added into the 2016 Collective Agreement to limit unilateral decanal authority to increase teaching workloads." (Documents, Tab 53; October 22, 2019, at p. 4).
- 74. The Arts Guidelines had been rejected twice in member votes held in April and December 2018. The Dean submitted a revised draft on November 15, 2019 that reduced teaching loads and made other changes. Faculty loads were reduced from 13.5 credit hours to 12 hours (Documents, Tabs 54 & 55). A faculty council meeting was held on November 27, 2019 to reconsider the Guidelines. Dean Taylor was challenged on the Arts Clause and responded that there had been no arbitration reviewing it. He could not say it was offside the collective agreement. He added that it gave him a tool for situations where he sees members who are not productive on the research side. "It's a tool I want to have," he stated.
- 75. Under cross examination, Hudson was taken through the new language negotiated by UMFA in the 2016 bargaining round. Article 19.A.1.1.1 states that duties shall be assigned by the dean following consultation with the member, so authority continues to rest with the dean, he agreed. Duties shall be assigned reasonably, fairly, equitably and transparently. Article 19.A.1.2.1 lists a series of considerations in addition to the Guidelines themselves.
- 76. The collegial Guideline mechanism was new and was intended for the benefit of the UMFA membership. This includes a secret ballot for UMFA members only. It has "teeth", to the extent that the dean must obtain the approval of the members, although with a declining bar. That was a compromise at the table. Hudson commented, however, that UMFA wanted to bind the dean with the Guidelines, which was resisted by the University. He acknowledged that much of this was new language.
- 77. Under Article 19.A.1.3.5, Guidelines shall take into consideration the full range of academic work, as listed in sub-sections (a) to (h). In practice, the dean develops the Guidelines and consults with the members, who must give their approval. The considerations are not prescriptive. There is no mathematical formula. Hudson agreed that workload varies by faculty given the nature of academic work.
- 78. Under Article 19.A.1.3.6, the Guidelines shall include a standard teaching workload range, but the workload is to be spelled out in the Guideline. Research and service are both relevant criteria in setting the standard range. Moreover, the Guideline must address the circumstances when the teaching load of a member shall differ. Hudson conceded that Article 19.A.1.3.6 does not specify actual circumstances or limits. The article does not say there is no dean's discretion in this respect. The Guidelines are to address the circumstances where teaching load will differ.
- 79. Hudson agreed that the Guidelines could provide for adjusted load based on a member's research duties. An example would be a major role in a research project. The same applies in the case of significant service responsibilities.
- 80. Turning to the Arts Guidelines, Hudson confirmed that there were two unsuccessful attempts to pass them. In the interim, the Dean followed the existing Guidelines and continued to work with the members in committee on the establishment of an acceptable document. The third vote passed with the reduced threshold. This was the collective agreement process. In the result, the standard teaching load was reduced to 12 credit hours from 27 hours over two years. Instructor load changed from 18-24 hours to 21 hours.

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There were other changes as well (Documents, Tab 55). The member's committee chaired by Hudson had recommended a 12 hour faculty load and 18 hours for instructors.

- 81. The committee's objection to the Arts Clause (paragraph C.7) was discussed during the meeting with the Dean. The committee recommended striking it out. Hudson confirmed there was open discussion of the issue during the meeting. He stated his concerns. The secret ballot vote result was 57-36 in favour of the Guidelines. UMFA did not dispute that the Dean's proposal passed but compliance with the collective agreement was still a live issue.
- 82. Under questioning, Hudson agreed that the first three sentences of paragraph C.7 comply with the collective agreement insofar as this constitutes one of the "circumstances where the teaching load of a Member shall differ" (Article 19.A.1.3.6.). A tenured member who wishes to concentrate on teaching for a period may be assigned a teaching-focussed workload. Normally this will be a three credit hour increase in teaching responsibilities and a corresponding reduction in research or service. Hudson agreed as well that this conforms to Article 19.A.1.3.5 (Guidelines shall take into consideration the full range of academic work) and Article 19.A.1.2.1 (teaching duties shall be assigned reasonably and fairly).
- 83. Hudson forcefully disagreed that the remainder of C.7 complies with the collective agreement. The impugned language states that "tenured faculty members who are not carrying out significant research/creative activity and/or significant service activities may also be assigned additional teaching responsibilities on the annual basis, where appropriate." This is not a specific circumstance, said Hudson. It is a catch-all. It is a trap door. It includes potentially all circumstances including caprice on the part of the Dean. The Dean could sidestep the entire process and increase teaching load. Hudson conceded that the Dean's decision would still be subject to the requirement that teaching duties be assigned reasonably, fairly and equitably. He also agreed that other provisions in the Guidelines allow for teaching load to be varied. He acknowledged that the impugned language has been part of the approved Arts Guidelines since 2011.
- 84. Hudson was pressed on the impugned wording of the Architecture Clause and defended the same objection. The Guideline provides that after consultation, "the extent of a Professor's program of research, scholarly work or creative activities may result in the teaching assignment being increased or decreased outside of the range of these guidelines ...". He denied this "addressed the circumstances" where load may differ under Article 19.A.1.3.6. Yes, research is a relevant "circumstance" but like the Arts Clause, this was a catch-all category. The load is whatever the Dean deems. It would function as a trap door. It restores an unfettered discretion that was supposed to be constrained under the newly bargained provisions. Hudson acknowledged that the collective agreement allows for duties to vary and references a variety of considerations in setting teaching load.
- 85. The same critique applied to the Education Clause. In cross examination, it was put to Hudson that Article 19.A.1.3.6 does not say "address the specific circumstances" where teaching load shall differ. He agreed but maintained the UMFA position. Under the Arts Clause, he said, the Dean need only review the member's annual activity reports and have a discussion. After that, the Dean would be free to assign an increased load as they see fit. The Education Clause is just a catch-all.
- 86. Cross examined on the bargaining history, Hudson confirmed that UMFA proposed language that a Guideline must address "the conditions precedent" to when a teaching load shall differ (Documents, Tabs 16, 21 & 23). The phrase "conditions precedent" was never adopted nor was there ever a definition in the collective agreement of what would qualify as conditions precedent. In final form, Article 19.A.1.3.6 stated

only that a Guideline must "address the circumstances" when load shall differ. Resolution was reached on this point in conciliation but there was no recorded discussion of what these circumstances might be.

- 87. UMFA also pursued a preamble statement that the new workload provisions would apply "Notwithstanding any other provision of this Agreement" (Documents, Tabs 21 & 52). This language was never adopted.
- 88. Hudson clarified that there is an important distinction between teaching duties and teaching load. "Load" is a quantitative term. It refers to the amount of work done in the delivery of teaching. "Duties" are a set of obligations established by policy or as may be assigned. The collective agreement provisions must be read with an understanding of the difference.

[...]

187. In conclusion, I accept UMFA's argument that cumulatively, the impugned Guideline clauses are tantamount to saying, "The Dean may assign a greater or lesser teaching load when the Dean believes the circumstances so require." This has the potential to undermine the standard teaching workload range and was not what the parties contemplated in the 2016 settlement.

Award and order

- 188. The grievances are allowed. It is declared that the Education Clause, the Architecture Clause and the Arts Clause violate the collective agreement.
- 189. The University will provide the Association with a copy of Teaching Guidelines from all faculties and schools across the University.
- 190. Jurisdiction is retained to award other consequential relief and generally to implement this award or address unresolved issues.

ISSUED on June 24, 2021.

Arbitrator Arne Peltz, quoted from "An arbitration of grievances regarding Guidelines for Assignment of Teaching in the Faculties of Education, Architecture and Arts Between: The University of Manitoba, Employer, and The University of Manitoba Faculty Association, Union. Award issued June 24, 2021." Read document here.