

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**THE UNIVERSITY OF MANITOBA  
(Hereinafter referred to as “the University”)**

**-and-**

**THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION  
(Hereinafter referred to as “UMFA”)**

**Re: Interest Arbitration on Outstanding Collective Bargaining Disputes**

WHEREAS relations between UMFA and the University (the “Parties”), are governed by a Collective Agreement. The duration of the current Collective Agreement is April 1, 2017 to March 31, 2021.

AND WHEREAS the Parties are currently bargaining for the renewal of the Collective Agreement;

AND WHEREAS UMFA proceeded to legal strike on November 2, 2021;

AND WHEREAS the Parties have settled all other outstanding issues related to their collective bargaining negotiations for a renewal of the Collective Agreement with a duration of April 1, 2021-March 31, 2024, with the exception of the matters described herein;

AND WHEREAS the Parties agree to have an arbitrator determine the outstanding disputes in Article 24, including General Salary Increases and Recruitment and Retention Adjustments to be applied to the base salary of each rank of UMFA Member in Article 24, those being Professor, Associate Professor, Assistant Professor, Lecturer, Senior Instructor, Instructor II, Instructor I, Librarian, Associate Librarian, Assistant Librarian, and General Librarian.

AND WHEREAS the Parties agree that the arbitrator shall determine the quantum of General Salary Increases and Recruitment and Retention Adjustments applying the mutual aim of the Parties to achieve reasonable advancement towards the twenty-fifth (25<sup>th</sup>) percentile of salaries in the U15 Group of Canadian Research Universities, during the life of the Collective Agreement;

AND WHEREAS the Parties agree that the arbitrator shall determine any matters not agreed upon in the Return to Work Protocol;

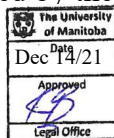
NOW THEREFORE the Parties agree that:

1. The Parties shall appoint a single arbitrator, who shall conduct an interest arbitration with respect to the determination of:

- a) General salary increases in Sections 24.2, 24.3, and 24.4 of Article 24 of the 2021- 2024 Collective Agreement;
  - b) Recruitment and Retention Adjustments to be applied to base salary of UMFA salaries in Sections 24.2, 24.3, and 24.4 of Article 24 of the 2021-2024 Collective Agreement;
  - c) The following issues relating to the Return to Work Protocol between the parties:
    - i. The Association’s request for full salary and benefits (with normal deductions) to be paid to UMFA members for the period of the strike;
    - ii. The Association’s request for contributions to the University’s pension plan for the period of the strike and the period of the strike being considered pensionable service;
    - iii. The Association’s request for deduction of dues from Members who elected to work during the period of the strike for remittance to the Association; and
    - iv. The Association’s request for the University to reimburse the Association for the expenses incurred to pay for Member benefits during the period of the strike.
2. The Parties shall exchange their interest arbitration briefs and supporting materials no later than four (4) weeks prior to the first date of hearing. Thereafter, the Parties shall exchange their reply briefs and supporting materials no later than two (2) weeks before the first date of hearing. Copies of all material will be sent to the arbitrator at the same time.
  3. The hearing shall commence no later than four (4) months following the execution of this agreement and shall be completed no later than five (5) months following the execution of this agreement, except as may be mutually agreed by the Parties.
  4. The parties will appoint a sole arbitrator by mutual agreement. If they cannot agree, the arbitrator will be appointed by the Chair of the Manitoba Labour Board or the Chair may, in their discretion, elect to serve as sole arbitrator. The arbitrator must be able to conduct hearing dates within the parameters of clause 3.
  5. The arbitrator shall issue the summary of their decision within thirty (30) days of the completion of the hearing, with reasons to follow.
  6. The costs of the arbitrator shall be borne equally by the Parties.
  7. The Parties shall be free to conduct their submissions to the arbitrator as they see fit. Where an expert report is relied upon, it shall be contained in the party’s main brief. The submissions will not subject to cross examination unless there is a dispute or challenge to the accuracy of the submission.

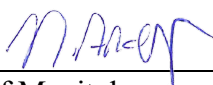
8. In conducting the interest arbitration and determining the quantum of General Salary Increases and Recruitment and Retention Adjustments, the arbitrator shall be guided by the mutual aim of the Parties to achieve reasonable advancement in the U15 Group of Canadian Research University Salary Standings towards the 25<sup>th</sup> percentile, during the life of the Collective Agreement. The Arbitrator may consider arguments about the total effect of Article 24 in achieving reasonable advancement towards the 25<sup>th</sup> percentile during the life of the Collective Agreement.
9. The arbitrator shall determine the quantum of General Salary Increases and Recruitment and Retention Adjustments, and make an order that the General Salary Increases and Recruitment and Retention Adjustments, in the quanta determined, be applied to UMFA Members' base salaries in the 2021-2024 Collective Agreement in sections 24.2, 24.3, and 24.4 for the years of 2021-2022, 2022-2023, and 2023-2024, respectively.
10. Under no circumstance shall the appointed arbitrator consider any collective bargaining mandate issued to the University by the Government of Manitoba. The University agrees it shall not disclose in arbitration the nature or details of any such mandate.
11. Under no circumstance shall the appointed arbitrator consider any decision on remedies issued by the Manitoba Court of Queen's Bench in respect of UMFA's constitutional challenge to the Government's interference in collective bargaining in 2016.
12. Following the decision of the interest arbitrator, the Collective Agreement of the Parties shall be constituted of (a) the status quo provisions of the 2017-2021 Collective Agreement, (b) changes agreed to during the current round of collective bargaining, and (c) the decision of the interest arbitrator with respect to the matters referred for their determination in clause 1, above. Attached hereto as Appendix A is the list of status quo and agreed to changes pursuant to (a) and (b), above.
13. The award of the interest arbitrator on Article 24 and any articles impacted by the determination of Article 24 shall be retroactive to April 1, 2021. Any retroactivity on the Return to Work Protocol shall be on such dates as the parties agree or, failing agreement, on the dates to be determined by the interest arbitrator.

DATED at the City of Winnipeg



in the Province of Manitoba this

31 day of January 2022

  
 \_\_\_\_\_  
 University of Manitoba

  
 \_\_\_\_\_  
 University of Manitoba Faculty Association