

## **University of Manitoba-UMFA Collective Bargaining Mediation**

### **Mediator's final recommendation to the parties – Thursday November 25/21**

1. On Sunday November 21, 2021, after 28 days of mediation, I advised the parties as follows:

There is no likelihood that the parties will reach a settlement of outstanding differences without a protracted continuing strike. Such an ongoing work stoppage is detrimental to the parties, their relationship, the student body and the community as a whole. I therefore recommend that all outstanding differences be remitted by the parties to voluntary, binding, independent interest arbitration ...

2. The University accepted this recommendation. UMFA did not. Mediation continued. However, my persistent efforts over the past four days have been unsuccessful. The parties remain far apart. I therefore reiterate my recommendation that all outstanding differences be referred to binding interest arbitration.
3. Interest arbitration is a recognized component of the collective bargaining process. It can resolve disputes where the parties are simply unable to reach an agreement on their own. It can be especially useful where there are innocent third parties seriously impacted by a strike – here students.
4. In this case, there are both monetary and operational issues outstanding. Based on intensive discussion with the parties, I have drafted a customized arbitration referral which in my view is suited to the issues and will be fair to both parties, as follows.
  - (i) 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.
  - (ii) The parties will conclude a Return to Work Agreement as soon as possible and UMFA will terminate the strike. Any unresolved issues respecting return to work, including the claimed full pay and benefits

for strikers, will stand referred to the arbitrator for determination along with the outstanding collective agreement issues.

- (iii) The arbitrator will apply established interest arbitration principles including replication.
- (iv) In making a salary award, the arbitrator will consider the parties' mutual aim to achieve reasonable advancement in the U15 Group of Canadian Research University Salary Standings toward the 25th percentile during the life of the collective agreement.
- (v) Bargaining mandates issued by government will not be considered by the arbitrator.
- (vi) Notwithstanding paragraph 4(iii), governance proposals will be considered by the arbitrator on their merits, with a view to achieving a fair and reasonable result. Governance proposals will not be rejected by the arbitrator on the basis that operational issues are better left to collective bargaining as opposed to interest arbitration.
- (vii) While awaiting the arbitration hearing, the parties are encouraged to negotiate and/or mediate, which may narrow the issues or facilitate a settlement before hearing.

5. The University has accepted the foregoing. UMFA has not. UMFA insists that all issues except advancement in the U15 Salary Standings (Recruitment and Retention Adjustments or R&R) be settled by negotiation, and only then will it arbitrate R&R. This precondition is wholly unrealistic and unworkable. Students should not continue to suffer during a leisurely and ultimately futile negotiation.

6. I urge UMFA to reconsider. There is no need for this strike to continue. If it does, this will not be because of a restrictive government mandate or employer intransigence. Like the University, UMFA should be willing to subject all its proposals to scrutiny before an independent arbitrator and to live with the result.

7. I see no further value in mediation at this time.

**ARNE PELTZ,**  
**Mediator**

*UM UMFA contract mediation 2021 final recommendation Nov 25 2021*