

Appendix I

LETTER OF UNDERSTANDING Re: Section-Specific Re-opener

BETWEEN:

THE UNIVERSITY OF MANITOBA
(hereinafter the "University")

- and -

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION
(hereinafter "UMFA")

The University and UMFA agree that:

1. Pursuant to s.61(3) and s.63(4) of *The Labour Relations Act*, C.C.S.M., c.L10, the University and UMFA (the "Parties") agree to an Section-Specific Re-opener (the "Re-opener") in order to renegotiate portions of the below named sections for the last twelve (12) months of the duration of this agreement; that being the period of April 1, 2020 to March 31, 2021.
2. The Parties agree that only the following section of the agreement are subject to renegotiation pursuant to the Re-opener:
 - a. s. 7.1.1.1 (Health Care Spending Account);
 - b. s. 16.1.1 (Parking Rates);
 - c. s. 23.1.1, s. 23.2.1, s. 23.2.2, s. 23.3.1 (Summer Session; Extended Education instruction; and Off-Campus University Credit Courses);
 - d. Article 24 ("Salaries");
 - e. s. 27.1.1, s. 27.1.2, s. 27.1.3 (excluding s. 27.1.3.1 and s. 27.1.3.2), s. 27.1.4 (Travel Funds and Expenses); and
 - f. s. 31.1.1, s.31.1.2, s. 31.4.1.1 (Stipends and Northern Allowance).

The Re-opener shall not be construed in any way as "opening the Collective Agreement" to negotiation on any other matters by either Party.

3. No earlier than August 1, 2020 and no later than September 1, 2020, the Parties shall commence negotiations for revisions to this agreement regarding these sections, after receipt of notice to bargain by one Party. Both Parties shall enter into such negotiations in good faith and make every reasonable effort to consummate a revised agreement for the period of April 1, 2020-March 31, 2021. At the first meeting of the Parties, both Parties shall exchange proposals or amendments. In the event that the Parties are unable to reach a ratified agreement by 11:59 PM, Sunday, October 18, 2020, either Party may give notice of termination of the Collective Agreement to the other Party in accordance with ss. 63(4) of the *Labour Relations Act*, C.C.S.M., c. L10.

4. The Parties acknowledge that the Province of Manitoba recently passed into law, but has not proclaimed into force, *The Public Services Sustainability Act* (the “PSSA”). The Parties further acknowledge that UMFA (along with other unions) is participating in a court challenge of the PSSA. UMFA has reserved all rights in relation to this litigation. The University has reserved all of its rights.
5. The Parties agree that they will each, during the course of negotiating the Re-opener, take into account the then current status of the PSSA (whether unchanged, in force, repealed, declared invalid, declared unconstitutional, or whether an injunction has issued against its implementation) in making their proposals.
6. This letter of understanding shall be attached to and form part of the Collective Agreement and shall remain in force for the duration of the Collective Agreement and the period in which s.10(4) of *The Labour Relations Act* applies.
7. The terms of this letter of understanding are a term or condition of employment.

DATED at the City of Winnipeg

in the Province of Manitoba

The University of Manitoba

this ____ day of _____, 2018

University of Manitoba Faculty

Association