

Appendix B

LETTER OF UNDERSTANDING Re: University Renewal

BETWEEN:

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

and

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

The University and UMFA agree that:

1. The interests of the University, its employees and students, and the broader community will be served through innovative measures to foster renewal within the University;
2. Renewal within the University must be pursued in a collegial, planned and coherent fashion, and will be advanced through the work of individual members of the University community in many fora including, for example, academic program and planning committees of departments and faculty/school councils, Senate and its committees and the Board of Governors and its committees, and by the contribution of UMFA assessors on Senate and the Board of Governors.
3. University renewal must be financially prudent and long-term in its outlook.
4. Human resources are an essential component of the University and as such are integral to all aspects of its functions. To this end, provided that the University budget (in real dollars) continues at or above its current levels, human resources will be sustained, over the life of the Agreement, with comparable positions at or above the numbers noted in this paragraph. This means that the number of UMFA Members will equal or exceed 1045 on the first day of the Agreement (April 1) and on the last day of the Agreement (March 31) and, in addition, the total number of tenured and probationary Members will equal or exceed 793 on the first day of the Agreement (April 1) and on the last day of the Agreement (March 31).
5. Notwithstanding #4 above, there shall be no discontinuance of academic appointments pursuant to s. 28.9 or lay-offs of academic librarians or instructors for academic reasons under Articles 17 and 34.
6. Within sixty (60) days of the end of each academic year, the University shall report to the Association the numbers of Members by rank and by tenured, probationary, term, contingent or continuing appointment type.
7. 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.

8. The terms of this letter of understanding are a term and condition of employment.

DATED at the City of Winnipeg)	_____
)	University of Manitoba
in the Province of Manitoba)	
)	
this____ day of _____ 2009)	_____
	University of Manitoba Faculty Association