

THE QUEEN'S BENCH  
WINNIPEG CENTRE

BETWEEN:

MANITOBA FEDERATION OF LABOUR (IN ITS OWN RIGHT AND ON BEHALF OF THE PARTNERSHIP TO DEFEND PUBLIC SERVICES), THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION, THE MANITOBA NURSES' UNION, THE MANITOBA TEACHERS' SOCIETY, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCALS 2034, 2085, AND 435, MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS, UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 832, UNIVERSITY OF MANITOBA FACULTY ASSOCIATION, CANADIAN UNION OF PUBLIC EMPLOYEES NATIONAL, ASSOCIATION OF EMPLOYEES SUPPORTING EDUCATION SERVICES, GENERAL TEAMSTERS LOCAL UNION 979, OPERATING ENGINEERS OF MANITOBA LOCAL 987, THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA, PUBLIC SERVICE ALLIANCE OF CANADA, UNIFOR, LEGAL AID LAWYERS ASSOCIATION, UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, LOCALS 7975, 7106, 9074, and 8223, WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS IFPTE LOCAL 162, THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA LOCAL UNION 254, BRANDON UNIVERSITY FACULTY ASSOCIATION, THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 63, THE UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, LOCAL UNION NO. 1515, PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC., and UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION

Plaintiffs,

-- and --

THE GOVERNMENT OF MANITOBA,

Defendant.

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**AFFIDAVIT OF CAMERON MORRILL**  
Affirmed the 16<sup>th</sup> day of September, 2021

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**MYERS LLP**  
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File No. 29892-003

## THE QUEEN'S BENCH

## WINNIPEG CENTRE

BETWEEN:

MANITOBA FEDERATION OF LABOUR (IN ITS OWN RIGHT AND ON BEHALF OF THE PARTNERSHIP TO DEFEND PUBLIC SERVICES), THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION, THE MANITOBA NURSES' UNION, THE MANITOBA TEACHERS' SOCIETY, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCALS 2034, 2085, AND 435, MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS, UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 832, UNIVERSITY OF MANITOBA FACULTY ASSOCIATION, CANADIAN UNION OF PUBLIC EMPLOYEES NATIONAL, ASSOCIATION OF EMPLOYEES SUPPORTING EDUCATION SERVICES, GENERAL TEAMSTERS LOCAL UNION 979, OPERATING ENGINEERS OF MANITOBA LOCAL 987, THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA, PUBLIC SERVICE ALLIANCE OF CANADA, UNIFOR, LEGAL AID LAWYERS ASSOCIATION, UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, LOCALS 7975, 7106, 9074, and 8223, WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS IFPTE LOCAL 162, THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA LOCAL UNION 254, BRANDON UNIVERSITY FACULTY ASSOCIATION, THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 63, THE UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, LOCAL UNION NO. 1515, PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC., and UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION

Plaintiffs,

-- and --

THE GOVERNMENT OF MANITOBA,

Defendant.

**AFFIDAVIT OF CAMERON MORRILL**

I, Cameron Morrill, of the City of Winnipeg, in the Province of Manitoba,

MAKE OATH AND SAY THAT:

## **Background**

1. I am an Associate Professor in the Department of Accounting and Finance, in the Asper School of Business, at the University of Manitoba. I have been employed as a full-time faculty member at the University for 24 years, since 1997. I hold a PhD in Accounting which I attained in 1991.
  
2. I was involved with The University of Manitoba Faculty Association (UMFA) as a member of the 2016 and 2017 bargaining teams. Given my areas of expertise I was tasked by UMFA to oversee much of the bargaining involving wages and monetary proposals by both sides.
  
3. The 2013 – 2016 Collective Agreement between the Association and the University expired on March 31, 2016. UMFA and the University of Manitoba (the University) began bargaining towards a new collective agreement in May 2016.
  
4. On September 13, 2016, the University tabled a four-year salary proposal, an excerpt of which is attached hereto and marked as Exhibit “A” (also - Agreed Book of Documents, Binder 5, Tab 8), with annual

salary scale increases of 1% - 2% - 2% - 2% for 2016/17, 2017/18, 2018/19, and 2019/20 respectively. The University also proposed a retention/market increase of \$1,500 effective April 1, 2016, targeted at Members:

- (1) below the ranks of Librarian, Senior Instructor, or Full Professor; and
- (2) whose base salaries as of March 31, 2016, were below the threshold for their rank as set out in the 2013 – 2016 collective agreement.

The contract language contained within the University's proposal and provided to the Association on September 13 is attached hereto and marked as Exhibit "B".

5. In October, the Defendant ordered the University to withdraw its salary offer and agree to nothing more than a one-year 2016/17 contract with a 0% salary increase and no market adjustments. The University complied, taking its salary proposal off the table on October 27, 2016, at the commencement of mediation, and 4 days before the UMFA strike deadline.

6. On November 1<sup>st</sup>, UMFA Members went on strike for 21 days. The 2016-2017 contract was eventually settled as a one-year collective agreement with a 0% salary increase and no market adjustments.
7. In 2017, the Defendant passed into law, but did not proclaim into force, the *Public Services Sustainability Act* (PSSA). The PSSA mandated a four-year “sustainability period” with annual maximum monetary increases of 0% - 0% - 0.75% - 1% for public sector unions, which specifically included those unions at the University of Manitoba.
8. The Defendant gave the University permission to treat the 2016-2017 0% contract as the first year of UMFA's four-year sustainability period. The first three years (2017-2018, 2018-2019, and 2019-2020) of the subsequent collective agreement counted as the last three years of the sustainability period.
9. On June 11, 2020, this Court ruled that the Defendant had violated the collective bargaining rights of public sector employees, and that the sections of the PSSA that imposed the 0 – 0 – 0.75% - 1% monetary increases were invalid. It further ruled that the Defendant had

substantially disrupted the collective bargaining process between the University and the Association both with respect to the 2016 and 2017 negotiations, thereby violating the section 2(d) Charter Rights of UMFA members.

### **Calculating Monetary Loss for Association Members**

10. The object of the exercise I have conducted is to identify actual losses incurred by UMFA Members because of the Defendant's interference in 2016 bargaining, and through what ultimately became the PSSA, which affected the following three years. The analysis proceeds in two phases.
11. First, I use information on actual salary changes that occurred over the PSSA sustainability period - April 1, 2016 to March 31, 2020. I use this information, together with the scale increase mandated by the PSSA, to reproduce the base salaries actually paid to all UMFA Members during the UMFA sustainability period. This Salary Schedule is marked hereto as Exhibit "C".
12. In the second phase, I use the same salary change information, utilizing the terms of the four-year salary offer tabled by the University in

September 2016, to calculate on a *pro forma* basis the base salaries that UMFA Members would have earned over the period April 1, 2016, to March 31, 2020, had the University's September 13, 2016, salary proposal not been withdrawn, and had ultimately been accepted by the Association. This Salary Schedule is marked hereto as Exhibit "D".

13. The difference between the *pro forma* and the actual base salaries are the monetary damages suffered by each UMFA Member as a result of the PSSA and associated Defendant interference in UMFA/University collective bargaining.
14. Finally, I calculated lost interest on these monies for each Association member as well. This calculation is attached hereto as Exhibit "E".

#### **PHASE I: REPRODUCING ACTUAL SALARIES PAID**

15. The object of the first phase is to identify how, why, and how much base salaries for Association members actually changed over the PSSA sustainability period, i.e., April 1, 2016 – March 31, 2020.

16. To do this, I collected from UMFA information on the following items which were permanent additions to Member base salaries during the sustainability period:

- **Scale increases.** These increases were determined by the PSSA and were calculated as 0%/0%/0.75%/1% of each Member's base salary for the immediately preceding contract year, for the years 2016-2017, 2017-2018, 2018-2019, and 2019-2020.
- **Increments.** On April 1 of each contract year, a Member whose performance in the previous contract year has been deemed satisfactory is eligible for an increment, a permanent addition to the Member's base salary. The amount of the increment depends on the Member's rank, and the Member's base salary in the previous year relative to a threshold and a maximum. A "full" increment (from column 2 in Exhibit "C") is paid if the previous year's base salary is below the threshold in the Member's rank. A lower increment (from column 4 in Exhibit "C") is paid if the previous year's base salary is above the threshold, but below the maximum for their rank. If the previous year's salary is above the maximum, no increment is paid. All of these parameters, other than the Members' base salary, are specified in the Salary Schedule for each of the four contract years.



Generally, all components of the salary schedules are adjusted each contract year by the scale increases. Note that the schedules for 2016-2017 and 2017-2018 are identical, a consequence of the 0% scale increase mandated by the PSSA in 2017-2018.

There is a small group of Association members that are treated differently when it comes to increments. Increments for the roughly 30 Association Members of the Dental Clinical Staff (DCS) do not depend on the salary schedules used for all other UMFA Members. Instead, increments for DCS Members for a given contract year are a function of total increments paid to non-DCS Members, divided by total base salaries of non-DCS Members as at March 31 of the previous contract year. The increment is applied as a percentage of DCS Member base salary as at March 31 of the previous contract year.

Mr. Dave Muir, Director, Compensation and Benefits, Human resources, University of Manitoba has confirmed to me that the DCS increment percentages given were 2.47%, 1.8%, 1.8% and 1.8% effective April 1, 2016, 2017, 2018, and 2019 respectively. Attached hereto and marked as Exhibit "F" is a copy of the email exchange between myself and Mr. Muir in that regard. I used these

percentages to calculate DCS Member increments in both the PSSA (actual) base salaries and in the *pro forma* base salaries derived from the University's 2016 salary offer.

- **Promotion increments.** An additional "full" increment (from column 2 in Exhibit "C") is added to base salary on April 1 following a Member's promotion to the next rank.
- **Anomaly adjustments.** In each contract year, a maximum of \$100,000 is available to correct anomalies in base salary rates among Members (Article 26 of the Collective Agreement). Anomaly adjustments are permanent additions to base salary.
- **Extraordinary salary increases.** In each contract year, a maximum of \$250,000 is available for permanent increases to individual Member base salaries in exceptional circumstances (s. 24.8.1 – s. 24.8.3 of the Collective Agreement).
- **Other adjustments.** This represents a variety of relatively rare base salary adjustments and includes items such as: increments that are withheld because of unsatisfactory performance, previously withheld increments that are awarded in a later year after an appeal, increases from grievance awards, changes in salary due to a change in Member appointment.

17. To ensure that I had identified all of the changes and processed them properly, I used the information described above, together with the PSSA scale increases, to calculate the salaries that should have been paid during the sustainability period. I then compared those to the actual salaries paid to UMFA Members and I am satisfied that my calculations are accurate for all 1535 UMFA Members who were employed by the University for part or all of the sustainability period.
18. I did not deduct salary that would have been paid to Association members but was not paid, to those UMFA members who participated in the strike that occurred between November 1 and 21<sup>st</sup> 2016. Those unpaid wages are set out in a separate affidavit by the Association's Executive Director Dr. Greg Flemming.

## **PHASE 2: COMPUTING PSSA DAMAGES**

19. Having identified all of the salary changes in Phase 1, I computed *pro forma* UMFA base salaries as they would have been had the University not withdrawn its September 13, 2016, salary proposals (increases to base salary and increments as applicable).

20. For illustration purposes, two examples of the Phase 1 and Phase 2 calculations, one for an assistant professor who would have qualified for the University's 2016 recruitment and retention adjustment, and one for a full professor who did not qualify for this adjustment, are attached hereto as Exhibits "G" and "H", respectively.
21. In both examples, the *pro forma* salaries are calculated and compared with the actual salaries paid to these two Association members. The difference is shown in the third column and represents the loss to that member between the actual salary paid and the salary that would have been paid but for the Defendant's interference. In the case of [REDACTED] they lost \$18,873. In the case of [REDACTED] they lost \$30,749.

### Interest – Exhibit "E"

22. Interest on the lost salary is calculated as a function of rates offered by Tangerine Bank for its one-year guaranteed investment account. I assumed that any lost salary was deposited at the end of the contract year and earned interest at the rates shown up until March 31, 2021. A sample set of calculations are presented for illustration purposes.

### Total Calculation of Losses

23. I have performed the mathematical calculation, illustrated for the two Association members in Exhibits "G" and "H", for all 1535 Association members who were employed at the University for all or part of the sustainability period. The total loss to these members without interest is \$20,691,902.00, and with interest is \$21,802,395.00. Attached hereto and marked as Exhibit "I" is a complete list of all Association members and the loss incurred by each member.

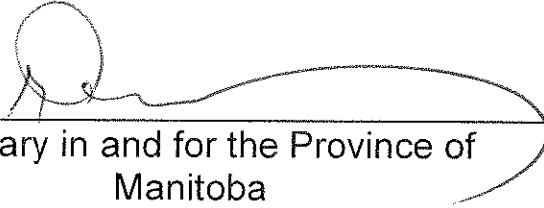
24. I make this Affidavit bona fide.

**AFFIRMED BEFORE ME** at the  
City of Winnipeg in the Province  
of Manitoba this 16 day of  
September, 2021.

  
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A Notary Public in and for the  
Province of Manitoba

  
\_\_\_\_\_  
**CAMERON MORRILL**

This is **Exhibit "A"** referred to in the  
Affidavit of **CAMERON MORRILL** affirmed  
before me this 16 day of September, 2021.



A Notary in and for the Province of  
Manitoba

CHALLENGER DEFENDER TRAILBLAZER VISIONARY ADVENTURER INNOVATOR CHALLENGER DEFENDER TRAILBLAZER  
RAILBLAZER INNOVATOR VISIONARY  
ADVENTURER INNOVATOR CHALLENGER DEFENDER TRAILBLAZER VISIONARY ADVENTURER INNOVATOR CHALLENGER

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2016 COLLECTIVE BARGAINING BETWEEN  
THE UNIVERSITY OF MANITOBA  
AND THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION

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# Comprehensive Settlement Proposal of The University of Manitoba



UNIVERSITY  
OF MANITOBA

13 September 2016

## COMPENSATION

### Issue 1 – Term of Contract:

#### Article 39

*The Proposals:* UMFA proposed a one year contract. The University proposed a four year contract.

*Resolution:* The University proposes a four year contract.

*Explanation:* A longer contract is more consistent with the University's first bargaining principle – providing certainty to our students. It is also more beneficial for faculty members, who are provided with certainty in a time where there is little certainty in the University's funding. Certainty is also helpful for the administration with regard to long-term financial planning. A longer agreement is more consistent with other recent settlements, including the University of Winnipeg (4.5 years), Brandon University (4 years), and the Manitoba Government Employee's Union (5 years).

### Issue 2 – General Increase:

#### Article 24

*The Proposals:* UMFA proposed a one year contract with a general increase of 2%.

*Resolution:* The University proposes a four year contract, with general increases of 1%, 2%, 2%, and 2% in each successive year.

*Explanation:* The University's proposal is based upon relevant comparators. Most other employee groups at the University will receive a 1% general increase during the 2016/17 year. In subsequent years, other employee groups will receive between 1.5% and 2%. This is in an environment where the Manitoba Consumer Price Index has been running at approximately 1.7%. University of Winnipeg recently settled an agreement with a 1.6% average annual increase, as did the Manitoba Government Employee's Union. Nationally, most settlements within the U15 larger universities have been in the range of 1.5%. The University's proposal is slightly more generous than these comparators, and thus will help ensure that our institution continues to be competitive in the recruitment and retention of faculty members.

It is notable that, in addition to this general increase, faculty members will continue to be eligible for satisfactory performance increments. On average, these result in the typical faculty member receiving an additional 1.87% per annum. As a result, faculty members will typically see their salary grow by 3.87% per annum during most years of this contract.



### Issue 3 – Market Increases:

#### Article 24

*The Proposals:* UMFA proposed that all ranks receive a market adjustment, ranging between \$7,000 and \$11,500, depending on the rank.

*Resolution:* The University proposes a market adjustment of \$1,500 in the first year of the contract, applicable to all faculty below the threshold, except those at the rank of Professor, Senior Instructor, or Librarian.

*Explanation:* It is important that the University be competitive when we recruit nationally and internationally for faculty members. The University's proposal is based upon relevant comparators, with particular emphasis on the U15 large universities.

During bargaining for the previous 2013-2016 collective agreement, the University proposed a set of market adjustments intended to improve the institution's competitiveness in recruiting and retaining faculty members. Data demonstrates that those improvements have worked, and the University moved from last place among the U15, to a position of 12<sup>th</sup> or 13<sup>th</sup> (depending on the rank) in absolute dollars. If cost of living factors are applied, the University's compensation looks substantially better, and is competitive with the most prestigious post-secondary institutions in the country.

The University believes it is important that we preserve and continue to slowly improve our competitive position. The biggest risk to our competitiveness is at the lower ranks, where data shows our compensation is less generous compared to peer institutions, and faculty are more mobile.

The data demonstrates that an adjustment as large as proposed by UMFA is unnecessary to retain competitiveness. Under that proposal, for example, a typical assistant professor might receive a general increase, a satisfactory performance increment, and a market adjustment which could total approximately 14.46% in a single year. This is far greater than what is necessary to ensure competitiveness, and inconsistent with any other salary settlements in the post-secondary sector.

### Issue 4 – Minimum Steps:

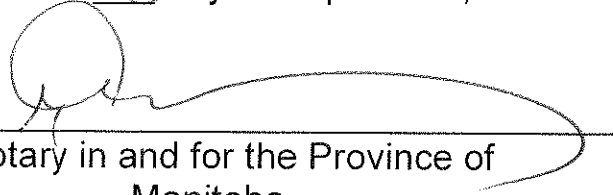
#### Article 24

*The Proposals:* Both UMFA and the University made similar proposals to deal with retention problems in disciplines where there is a strong market demand for faculty expertise. Both proposals would see new faculty members guaranteed eligibility for a minimum number of steps (satisfactory performance increments), no matter what initial starting salary they receive.

*Resolution:* The University suggests that the University's version of the proposal be adopted, whereby every faculty member will be guaranteed eligibility for a minimum of seven steps across the assistant and associate professor ranks.

*Explanation:* As the national economy evolves, the demand for the expertise of particular disciplines

This is **Exhibit "B"** referred to in the  
Affidavit of **CAMERON MORRILL** affirmed  
before me this 16 day of September, 2021.




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A Notary in and for the Province of  
Manitoba

**EXHIBIT B – University Salary Proposal Collective Agreement Language Related to Market Adjustments and Scale Increases, Handed Over September 13, 2016**

- 24.2 a) Effective April 1, 2016 each Member, other than Dental Clinical Staff, as of March 31, 2016 whose salary is below the threshold in the ranks of associate professor, assistant professor, lecturer, instructor II, instructor I, associate librarian, assistant librarian and general librarian shall receive a recruitment and retention market adjustment of \$1,500 to his/her base salary rate. In the case of Dental Clinical Staff Members, as of March 31, 2016, at the rank of assistant professor, lecturer, instructor II, and instructor I and for the application of the recruitment and retention market adjustment, those Members whose salaries are below \$125,000 and associate professors whose salaries are below \$145,000 shall receive the recruitment and retention market adjustment of \$1,500 to his/her base salary rate.
- b) Effective April 1, 2016 after the application of the recruitment and retention market adjustments, where applicable, in s. 24.2.a, each Member as of March 31, 2016 shall receive an increase to his/her base salary rate of one percent (1.0%).
- 24.3 Effective April 1, 2017, each Member as of March 31, 2017 shall receive an increase to his/her base salary rate of two (2.0%) percent.
- 24.4 Effective April 1, 2018, each Member as of March 31, 2018 shall receive an increase to his/her base salary rate of two (2.0%) percent.
- 24.5 Effective April 1, 2019, each Member as of March 31, 2019 shall receive an increase to his/her base salary rate of two (2.0%) percent.

This is **Exhibit "C"** referred to in the  
Affidavit of **CAMERON MORRILL** affirmed  
before me this 16 day of September, 2021.



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A Notary in and for the Province of  
Manitoba

**EXHIBIT C – UMFA Salary Schedules as Determined by PSSA**

2016-2017 salary  
schedule

Scale increase	0%				
	(1)	(2)	(3)	(4)	(5)
	FLOOR	INCREMENT	THRESHOLD	INCREMENT	MAXIMUM
Professor	\$103,451	\$3,832	\$137,936	\$2,873	\$155,177
Assoc Professor	\$84,251	\$3,120	\$112,334	\$2,341	\$126,376
Asst Professor	\$71,777	\$2,658	\$95,704	\$1,993	\$107,666
Lecturer	\$57,291	\$2,122	\$76,388	\$1,592	\$85,937
Sr Instructor	\$73,338	\$2,716	\$97,783	\$2,037	\$110,006
Instructor II	\$67,382	\$2,496	\$89,844	\$1,872	\$101,074
Instructor I	\$58,523	\$2,168	\$78,030	\$1,626	\$87,784
Librarian	\$94,961	\$3,517	\$126,615	\$2,638	\$142,441
Assoc Librarian	\$75,879	\$2,810	\$101,171	\$2,108	\$113,817
Asst Librarian	\$65,832	\$2,438	\$87,774	\$1,829	\$98,746
General Librarian	\$57,158	\$2,118	\$76,210	\$1,588	\$85,735

2017-2018 salary  
schedule

Scale increase	0%				
	(1)	(2)	(3)	(4)	(5)
	FLOOR	INCREMENT	THRESHOLD	INCREMENT	MAXIMUM
Professor	\$103,451	\$3,832	\$137,936	\$2,873	\$155,177
Assoc Professor	\$84,251	\$3,120	\$112,334	\$2,341	\$126,376
Asst Professor	\$71,777	\$2,658	\$95,704	\$1,993	\$107,666
Lecturer	\$57,291	\$2,122	\$76,388	\$1,592	\$85,937
Sr Instructor	\$73,338	\$2,716	\$97,783	\$2,037	\$110,006
Instructor II	\$67,382	\$2,496	\$89,844	\$1,872	\$101,074
Instructor I	\$58,523	\$2,168	\$78,030	\$1,626	\$87,784
Librarian	\$94,961	\$3,517	\$126,615	\$2,638	\$142,441
Assoc Librarian	\$75,879	\$2,810	\$101,171	\$2,108	\$113,817
Asst Librarian	\$65,832	\$2,438	\$87,774	\$1,829	\$98,746
General Librarian	\$57,158	\$2,118	\$76,210	\$1,588	\$85,735

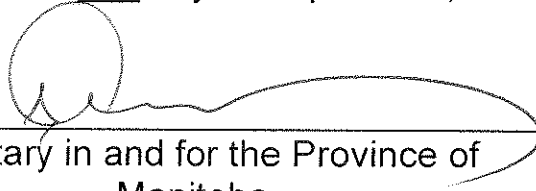
2018-2019 salary  
schedule

Scale increase	0.75%				
	(1)	(2)	(3)	(4)	(5)
	FLOOR	INCREMENT	THRESHOLD	INCREMENT	MAXIMUM
Professor	\$104,227	\$3,861	\$138,971	\$2,895	\$156,341
Assoc Professor	\$84,883	\$3,143	\$113,177	\$2,359	\$127,324
Asst Professor	\$72,315	\$2,678	\$96,422	\$2,008	\$108,473
Lecturer	\$57,721	\$2,138	\$76,961	\$1,604	\$86,582
Sr Instructor	\$73,888	\$2,736	\$98,516	\$2,052	\$110,831
Instructor II	\$67,887	\$2,515	\$90,518	\$1,886	\$101,832
Instructor I	\$58,962	\$2,184	\$78,615	\$1,638	\$88,442
Librarian	\$95,673	\$3,543	\$127,565	\$2,658	\$143,509
Assoc Librarian	\$76,448	\$2,831	\$101,930	\$2,124	\$114,671
Asst Librarian	\$66,326	\$2,456	\$88,432	\$1,843	\$99,487
General Librarian	\$57,587	\$2,134	\$76,782	\$1,600	\$86,378

2019-2020 salary  
schedule

Scale increase	1.00%				
	(1)	(2)	(3)	(4)	(5)
	FLOOR	INCREMENT	THRESHOLD	INCREMENT	MAXIMUM
Professor	\$105,269	\$3,899	\$140,360	\$2,923	\$157,904
Assoc Professor	\$85,732	\$3,175	\$114,308	\$2,382	\$128,597
Asst Professor	\$73,038	\$2,705	\$97,386	\$2,028	\$109,558
Lecturer	\$58,298	\$2,159	\$77,731	\$1,620	\$87,447
Sr Instructor	\$74,627	\$2,764	\$99,502	\$2,073	\$111,939
Instructor II	\$68,566	\$2,540	\$91,423	\$1,905	\$102,850
Instructor I	\$59,552	\$2,206	\$79,401	\$1,655	\$89,327
Librarian	\$96,630	\$3,579	\$128,840	\$2,684	\$144,944
Assoc Librarian	\$77,213	\$2,859	\$102,949	\$2,145	\$115,817
Asst Librarian	\$66,989	\$2,481	\$89,317	\$1,861	\$100,481
General Librarian	\$58,163	\$2,155	\$77,549	\$1,616	\$87,242

This is **Exhibit "D"** referred to in the  
Affidavit of **CAMERON MORRILL** affirmed  
before me this 16 day of September, 2021.



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A Notary in and for the Province of  
Manitoba

**EXHIBIT D – Pro Forma Salary Schedules from University Salary Proposal of September 13, 2016**

2016-2017 salary schedule

	1%				
	(1)	(2)	(3)	(4)	(5)
	FLOOR	INCREMENT	THRESHOLD	INCREMENT	MAXIMUM
Professor	\$104,486	\$3,870	\$139,315	\$2,902	\$156,729
Assoc Professor	\$85,094	\$3,151	\$113,457	\$2,364	\$127,640
Asst Professor	\$72,495	\$2,685	\$96,661	\$2,013	\$108,743
Lecturer	\$57,864	\$2,143	\$77,152	\$1,608	\$86,796
Sr Instructor	\$74,071	\$2,743	\$98,761	\$2,057	\$111,106
Instructor II	\$68,056	\$2,521	\$90,742	\$1,891	\$102,085
Instructor I	\$59,108	\$2,190	\$78,810	\$1,642	\$88,662
Librarian	\$95,911	\$3,552	\$127,881	\$2,664	\$143,865
Assoc Librarian	\$76,638	\$2,838	\$102,183	\$2,129	\$114,955
Asst Librarian	\$66,490	\$2,462	\$88,652	\$1,847	\$99,733
General Librarian	\$57,730	\$2,139	\$76,972	\$1,604	\$86,592

2017-2018 salary schedule

	2%				
	(1)	(2)	(3)	(4)	(5)
	FLOOR	INCREMENT	THRESHOLD	INCREMENT	MAXIMUM
Professor	\$106,575	\$3,948	\$142,102	\$2,960	\$159,863
Assoc Professor	\$86,795	\$3,214	\$115,726	\$2,412	\$130,193
Asst Professor	\$73,945	\$2,738	\$98,594	\$2,053	\$110,918
Lecturer	\$59,021	\$2,186	\$78,695	\$1,640	\$88,532
Sr Instructor	\$75,553	\$2,798	\$100,736	\$2,099	\$113,328
Instructor II	\$69,417	\$2,571	\$92,557	\$1,929	\$104,126
Instructor I	\$60,290	\$2,233	\$80,387	\$1,675	\$90,435
Librarian	\$97,829	\$3,623	\$130,439	\$2,718	\$146,743
Assoc Librarian	\$78,171	\$2,895	\$104,226	\$2,172	\$117,254
Asst Librarian	\$67,820	\$2,512	\$90,425	\$1,884	\$101,728
General Librarian	\$58,884	\$2,182	\$78,512	\$1,636	\$88,324



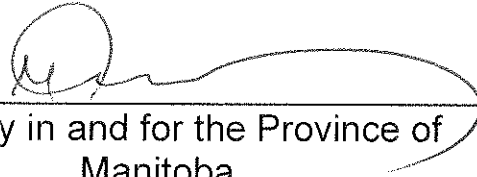
2018-2019 salary schedule

	2%				
	(1)	(2)	(3)	(4)	(5)
	FLOOR	INCREMENT	THRESHOLD	INCREMENT	MAXIMUM
Professor	\$108,707	\$4,027	\$144,944	\$3,019	\$163,061
Assoc Professor	\$88,531	\$3,279	\$118,041	\$2,460	\$132,796
Asst Professor	\$75,424	\$2,793	\$100,566	\$2,094	\$113,136
Lecturer	\$60,202	\$2,230	\$80,269	\$1,673	\$90,303
Sr Instructor	\$77,064	\$2,854	\$102,751	\$2,140	\$115,595
Instructor II	\$70,805	\$2,623	\$94,408	\$1,967	\$106,209
Instructor I	\$61,496	\$2,278	\$81,994	\$1,709	\$92,244
Librarian	\$99,785	\$3,696	\$133,048	\$2,772	\$149,678
Assoc Librarian	\$79,734	\$2,953	\$106,311	\$2,215	\$119,599
Asst Librarian	\$69,177	\$2,562	\$92,233	\$1,922	\$103,763
General Librarian	\$60,062	\$2,226	\$80,082	\$1,669	\$90,091

2019-2020 salary schedule

	2%				
	(1)	(2)	(3)	(4)	(5)
	FLOOR	INCREMENT	THRESHOLD	INCREMENT	MAXIMUM
Professor	\$110,881	\$4,107	\$147,843	\$3,079	\$166,322
Assoc Professor	\$90,302	\$3,344	\$120,402	\$2,509	\$135,452
Asst Professor	\$76,932	\$2,849	\$102,577	\$2,136	\$115,399
Lecturer	\$61,406	\$2,274	\$81,874	\$1,706	\$92,109
Sr Instructor	\$78,605	\$2,911	\$104,806	\$2,183	\$117,907
Instructor II	\$72,221	\$2,675	\$96,297	\$2,006	\$108,333
Instructor I	\$62,726	\$2,324	\$83,634	\$1,743	\$94,089
Librarian	\$101,781	\$3,770	\$135,708	\$2,827	\$152,671
Assoc Librarian	\$81,329	\$3,012	\$108,437	\$2,259	\$121,991
Asst Librarian	\$70,560	\$2,613	\$94,078	\$1,960	\$105,838
General Librarian	\$61,263	\$2,270	\$81,683	\$1,702	\$91,892

This is **Exhibit "E"** referred to in the  
Affidavit of **CAMERON MORRILL** affirmed  
before me this 16 day of September, 2021.



A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a long, sweeping horizontal stroke that loops back to the right.

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**EXHIBIT E – Calculation of Interest on Lost Base Salary**

Interest rates at March 31

2017	1.30%
2018	2.30%
2019	2.50%
2020	2.80%

Rates taken from Tangerine Bank

1-year guaranteed investment account closest to March 31 of each year

<https://www.tangerine.ca/en/rates/historical-rates>

Interest multiplier

2016-2017: $(1+1.30\%) \times (1+2.30\%) \times (1+2.50\%) \times (1+2.80\%) =$	1.091948
2017-2018: $(1+2.30\%) \times (1+2.50\%) \times (1+2.80\%) =$	1.077935
2018-2019: $(1+2.50\%) \times (1+2.80\%) =$	1.0537
2019-2020: $(1+2.80\%) =$	1.028

Calculation of Difference with Interest ( [REDACTED] example, Exhibit H)

	<u>Pro forma</u>	<u>Actual</u>	<u>Difference</u>	<u>Interest</u>	<u>Difference with interest</u>
Base salary, 2016-2017	\$159,040	\$157,466	\$1,574	1.091948	\$1,719
Base salary, 2017-2018	165,181	157,466	7,715	1.077935	\$8,316
Base salary, 2018-2019	168,485	158,647	9,838	1.0537	\$10,366
Base salary, 2019-2020	171,854	160,233	<u>11,621</u>	1.028	<u>\$11,946</u>
Total difference			<u>\$30,749</u>		<u>\$32,349</u>

This is **Exhibit "F"** referred to in the  
Affidavit of **CAMERON MORRILL** affirmed  
before me this 16 day of September, 2021.



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**From:** Cameron Morrill <[Cameron.Morrill@umanitoba.ca](mailto:Cameron.Morrill@umanitoba.ca)>  
**Sent:** Friday, September 3, 2021 9:16 AM  
**To:** Dave Muir <[Dave.Muir@umanitoba.ca](mailto:Dave.Muir@umanitoba.ca)>  
**Subject:** RE: UMFA Member salary calculations

Thanks, Dave, this is very helpful. I will wait for news on the unpaid wages thing.

Cam

**From:** Dave Muir <[Dave.Muir@umanitoba.ca](mailto:Dave.Muir@umanitoba.ca)>  
**Sent:** September 3, 2021 8:46 AM  
**To:** Cameron Morrill <[Cameron.Morrill@umanitoba.ca](mailto:Cameron.Morrill@umanitoba.ca)>  
**Subject:** RE: UMFA Member salary calculations

Hi Cam,

The percentage adjustments were:

- April 1, 2016: 2.47%
- April 1, 2017: 1.8%
- April 1, 2018: 1.8%
- April 1, 2019: 1.8%

I've also completed the calculation on the unpaid wages but I'm just waiting on the final approval from Access and Privacy to confirm that there are no issues with me releasing that information. Hopefully they'll get back to me today.

Best Regards,

**Dave Muir, B. Comm (Hons.), CCP**  
Director, Compensation & Benefits  
Compensation & Benefits  
Human Resources  
University of Manitoba  
137 Education Building  
204-474-9584  
[Dave.Muir@umanitoba.ca](mailto:Dave.Muir@umanitoba.ca)



**From:** Cameron Morrill <[Cameron.Morrill@umanitoba.ca](mailto:Cameron.Morrill@umanitoba.ca)>  
**Sent:** Thursday, September 2, 2021 2:54 PM  
**To:** Dave Muir <[Dave.Muir@umanitoba.ca](mailto:Dave.Muir@umanitoba.ca)>

Cc: 'Greg Flemming' <[gfflemming@umfa.ca](mailto:gfflemming@umfa.ca)>  
Subject: RE: UMFA Member salary calculations

Thanks, Dave. 1.8% sounds roughly like the numbers I have been getting. If you have it handy, could you tell me the percentages that you ending up using for the years 2016-17, 2017-18, 2018-19 and 2019-20?

It would have been nice to know exactly how much each Member lost, but I think that we will be able to do something with the total as well.

Thanks again, and have a good weekend.

Cam

From: Dave Muir <[Dave.Muir@umanitoba.ca](mailto:Dave.Muir@umanitoba.ca)>  
Sent: September 2, 2021 1:10 PM  
To: Cameron Morrill <[Cameron.Morrill@umanitoba.ca](mailto:Cameron.Morrill@umanitoba.ca)>  
Cc: 'Greg Flemming' <[gfflemming@umfa.ca](mailto:gfflemming@umfa.ca)>  
Subject: RE: UMFA Member salary calculations

Hi Cam,

For the value of the UMFA (DCS) increment we essentially take the value of all the (I'll call them "UMFA Main") increments and then divide by the salary base of all UMFA Main professorial salaries prior to the increments being processed. It usually works out to about 1.8%. Let me know if that answers the question or if you want to discuss further.

For the lost wages part, that will take me a little bit but I should be able to have it back to you by the end of next week.

I'll only be able to provide the total though as I can't provide the data on exactly who went on strike and who didn't.

Best Regards,

**Dave Muir, B. Comm (Hons.), CCP**  
Director, Compensation & Benefits  
Compensation & Benefits  
Human Resources  
University of Manitoba  
137 Education Building  
204-474-9584  
[Dave.Muir@umanitoba.ca](mailto:Dave.Muir@umanitoba.ca)



From: Cameron Morrill <[Cameron.Morrill@umanitoba.ca](mailto:Cameron.Morrill@umanitoba.ca)>  
Sent: Thursday, September 2, 2021 11:17 AM  
To: Dave Muir <[Dave.Muir@umanitoba.ca](mailto:Dave.Muir@umanitoba.ca)>  
Cc: 'Greg Flemming' <[gfflemming@umfa.ca](mailto:gfflemming@umfa.ca)>  
Subject: UMFA Member salary calculations

Ki Dave.

I am doing some salary calculations for UMFA Members over the period 2016-2020 as part of UMFA's court case against the provincial government. I am hoping that you can help me with two things:

1. Increments for Dental Clinical Staff, 2016-2020. I recall that you and I wrote the section in the Collective Agreement that explains how this increment is calculated, but I am unable to get this right.
2. Member salaries lost/unpaid over the dates Nov. 1 – 21 (inclusive), 2016.

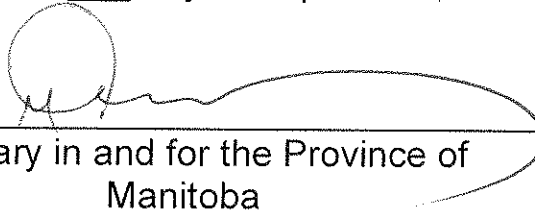
The legal people tell me that they need this within the next week or so. Can you please help me with this, or direct me to someone who can?

Thanks, and I hope that you have had a pleasant summer.

Cam

Cameron Morrill, PhD,FCPA,FCGA <[Cameron.Morrill@umanitoba.ca](mailto:Cameron.Morrill@umanitoba.ca)> (he/him)  
Associate Professor of Accounting  
I. H. Asper School of Business / Faculty of Management  
488 Drake Centre, 181 Freedman Crescent  
University of Manitoba  
Winnipeg MB CANADA R3T 5V4  
Tel.: (204) 474-8435; Fax: (204) 474-7545

This is **Exhibit "G"** referred to in the  
Affidavit of **CAMERON MORRILL** affirmed  
before me this 16 day of September, 2021.



A handwritten signature in black ink, consisting of a circular initial followed by a series of loops and a long horizontal stroke that extends to the right and loops back under the text below.

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**EXHIBIT G – Pro forma vs. actual salary paid to ██████ assistant professor, 2016-2020**

	<i>Pro forma</i> base salary under University 2016 salary offer	Actual base salary under PSSA	Difference
Base salary, March 31, 2016	\$83,169	\$83,169	\$0
Scale increase	1% 832	0% 0	
Increment, April 1, 2016	2,685	2,658	
Market adjustment	<u>1,500</u>	<u>0</u>	
<b>Base salary, 2016-2017</b>	<b>88,185</b>	<b>85,827</b>	\$2,358
Scale increase	2% 1,764	0% 0	
Increment, April 1, 2017	2,738	2,658	
Salary increase*	<u>3,575</u>	<u>3,575</u>	
<b>Base salary, 2017-2018</b>	<b>96,262</b>	<b>92,060</b>	\$4,202
Scale increase	2% 1,925	0.75% 690	
Increment, April 1, 2018	<u>2,793</u>	<u>2,678</u>	
<b>Base salary, 2018-2019</b>	<b>100,980</b>	<b>95,428</b>	\$5,551
Scale increase	2% 2,020	1% 954	
Increment, April 1, 2019	<u>2,849</u>	<u>2,705</u>	
<b>Base salary, 2019-2020</b>	<b>\$105,849</b>	<b>\$99,088</b>	\$6,761
Total difference			<b><u>\$18,873</u></b>

\*Member received a probationary appointment and salary increase in 2017  
 Numbers do not add exactly because of rounding.

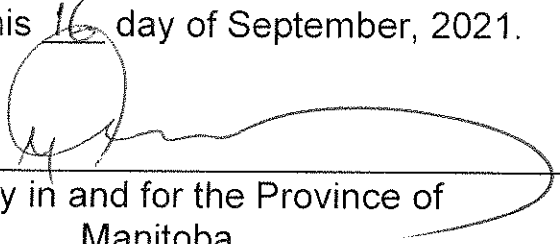
In both scenarios, the starting point is Member base salary at March 31, 2016. In each year, the scale increase is calculated as the scale increase percentage multiplied by the base salary at the end of the previous contract year. Actual scale increases in 2016-2017 and 2017-2018 were zero as per the maximum scale adjustments allowed under the PSSA. In the *pro forma* case, there are scale increases in all four years.

The increment in each contract year is taken from the salary schedule for that year. In the PSSA case, this Member is an assistant professor whose base salary at March 31, 2016 is below the threshold for this rank (= \$95,704 – see the 2016-2017 salary schedule in Exhibit “C”). Therefore, the Member receives the “full” increment of \$2,658.

The increment is determined in the same way under the *pro forma* scenario, except that the parameters of the *pro forma* salary schedule were increased by 1%. The full assistant professor increment is worth \$2,685 here, compared to \$2,658 under the PSSA.

The other difference between Exhibit G and Exhibit H is that this Member would have been eligible for a recruitment and retention market adjustment under the University’s September 13 proposal, and this market adjustment was not paid under the PSSA/actual scenario.

This is **Exhibit "H"** referred to in the  
Affidavit of **CAMERON MORRILL** affirmed  
before me this 16 day of September, 2021.

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a series of loops and a long horizontal stroke that extends to the right and loops back under the text below.

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EXHIBIT H – *Pro forma* vs. actual salary paid to ██████████ (full) professor, 2016-2020

	<i>Pro forma</i> base salary under University 2016 salary offer		Actual base salary under PSSA		Difference
Base salary, March 31, 2016		\$154,593		\$154,593	\$0
Scale increase	1%	1,546	0%	0	
Increment, April 1, 2016		<u>2,902</u>		<u>2,873</u>	
<b>Base salary, 2016-2017</b>		<b>159,040</b>		<b>157,466</b>	\$1,574
Scale increase	2%	3,181	0%	0	
Increment, April 1, 2017		<u>2,960</u>		<u>0</u>	
<b>Base salary, 2017-2018</b>		<b>165,181</b>		<b>157,466</b>	\$7,715
Scale increase	2%	3,304	0.75%	1,181	
Increment, April 1, 2018*		<u>0</u>		<u>0</u>	
<b>Base salary, 2018-2019</b>		<b>168,485</b>		<b>158,647</b>	\$9,838
Scale increase	2%	3,370	1%	1,586	
Increment, April 1, 2019		<u>0</u>		<u>0</u>	
<b>Base salary, 2019-2020</b>		<b><u>\$171,854</u></b>		<b><u>\$160,233</u></b>	<b>\$11,621</b>
Total difference					<b><u>\$30,749</u></b>

Numbers do not add exactly because of rounding.

The increment in each contract year is taken from the salary schedule for that year. In the PSSA case, this Member is a full professor whose base salary at March 31, 2016 is above the threshold for this rank (= \$137,936 – see the 2016-2017 salary schedule in Exhibit “C”). Therefore, the Member receives the smaller increment of \$2,873 from column 4.

By 2017-2018, the Member’s salary has increased to \$157,466, which is above the maximum for a professor. Therefore, the Member’s increment on April 1, 2017, and in the two years after, are all zero.

In the *pro forma* case, the increments are determined in the same way but the salary schedules are different. In 2016-2017, this professor receives a smaller increment (column 4) because they are above the threshold. The higher scale increases in the *pro forma* case produce higher salary schedule maxima in 2017-2018 so the professor receives another increment on April 1, 2017, where they received no increment under the PSSA scenario.

This professor does not meet the University’s criteria for a recruitment and retention market adjustment and so would not have received one under the *pro forma* scenario.