

IN THE MATTER OF AN ARBITRATION
BETWEEN:
Laurentian University
and
Laurentian University Faculty Association
(Implementation of Return-to-Work Protocol)

Before: William Kaplan
Sole Arbitrator

Appearances

For the University: Michael Kennedy
Hicks Morley
Barristers & Solicitors
Shawn Frappier
AVP, Faculty Support
Laurentian University

For the Association: David Wright
Ryder Wright
Barristers & Solicitors
Linda St. Pierre
Vice President Legal
Laurentian University Faculty Association

The matters in dispute proceeded to a hearing held in Toronto on April 1, 2026.

Introduction

On February 7, 2026, Laurentian University (Laurentian) and the Laurentian University Faculty Association (Association) signed a Memorandum of Settlement (MOS). The MOS provided in paragraph 9 that “the return to work of bargaining unit members shall be governed by Schedule A attached to and forming part of this Memorandum of Settlement.”

Paragraph 19 of Schedule A provides:

The Employer and LUFA agree to make any and all efforts to ensure the Winter term can be completed by April 30, 2026, to minimize the impact of an extended term on our students. In the event that Senate decides to compress the academic requirements of the winter school term and faculty are required by the University to perform all their assigned teaching, which includes teaching that did not occur during the strike, members may seek additional remuneration.

Paragraph 24 provided that I remained seized with any issues concerning the interpretation, application or alleged violation of this return-to-work protocol.

As it happens, issues did arise; several were resolved, but the remainder proceeded to a hearing held in Toronto on April 1, 2026. Both parties agreed that some guidance for the adjudication of this dispute could be found in *University of Manitoba & University of Manitoba Faculty Association, 2022 CanLII 22900*.

The parties agreed on full compensation for Sessional Members and for overload contracts.

The Association sought teaching for full-time faculty to be compensated at 60%; Laurentian disagreed taking the position that teaching was not confined to the teaching part of the academic year. Moreover, the Association asked for 100% compensation for Librarians/Archivist.

Award

Having carefully considered the submissions of the parties, I direct the following with respect to the outstanding issues:

Total Compensation for extra teaching for full-time faculty.

Compensation based on 40% of salary.

Quantum of Lump Sum for full-time faculty.

\$1000.00 payable to full-time faculty.

Master Lecturers

For Master Lecturers, unless they have opted to use their discretionary credits for teaching, they should get 7/8 of their allotted pay

Librarians/Archivist

Forty percent salary and \$1000.00 lump sum.

Conclusion

At the request of the parties, I remain seized with respect to the implementation of my award.

DATED at Toronto this 2nd day of April 2026.

“William Kaplan”

William Kaplan, Sole Arbitrator