

**IN THE MATTER OF: A grievance under *The Labour Relations Act*.**

**BETWEEN:**

**THE UNIVERSITY OF MANITOBA,**

**Employer,**

**and**

**THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION,**

**Union.**

**AWARD**

**Appearances**

Adrian Frost, Melissa Beaumont and Maria Versace: Counsel for the Employer  
Garth Smorang, Q.C. and Jeff Smorang: Counsel for the Union

**Nature of the proceedings**

1. I was appointed by the parties to arbitrate a Grievance filed by the Faculty Association on behalf of Steve Kirby (the “Grievor”).
2. The Grievance was dated November 6, 2017 and an amendment to the Grievance was dated May 14, 2019 (collectively the “Grievance”).
3. The parties agreed that I would have jurisdiction to determine all of the matters raised by the Grievance through arbitration if necessary. I conducted a mediation-arbitration on August 4-5, 2020.

**Award and order**

4. The Grievance sought various remedies in connection with privacy breaches, including damages and the reinstatement of the Grievor to his employment with the University. Although I was prepared to reinstate the Grievor to his position at the University, the Grievor declined reinstatement.
5. In the circumstances, I have determined that an award of general damages is appropriate and I award the sum of \$286,000.
6. At my insistence, the mediation component was strictly confidential and the parties, as well as the Grievor, remain bound to adhere to confidentiality going forward. To reinforce this requirement, I hereby incorporate that obligation in the present award.
7. This award, including its contents, is a public document.
8. Should either party, or the Grievor, intend to make a public disclosure which might be contrary to these confidentiality terms, that party or the Grievor will provide reasonable advance notice to the other parties and any disagreement will be referred to me for binding determination before the disclosure is made.
9. I retain jurisdiction for the purposes of paragraph 8 and generally to implement the award as may be necessary, at the request of either party.

ISSUED at Winnipeg, Manitoba this 5<sup>th</sup> day of August, 2020.

A handwritten signature in black ink, appearing to read 'A. PelTZ', written over a horizontal line.

**ARNE PELTZ, Arbitrator**