



Memorandum of Understanding (“MOU”)

Between:

The Governors of the University of Lethbridge
(the “Board”)

And

The University of Lethbridge Faculty Association
(“ULFA”)

WHEREAS the University of Lethbridge has been significantly impacted as a result of the COVID-19 Pandemic (“Pandemic”)

AND WHEREAS the University of Lethbridge Academic Staff Collective Agreement (“Collective Agreement”) requires temporary amendments during the Pandemic to address the current situation which was not contemplated at the time of ratification of the Collective Agreement

AND WHEREAS the Government of Alberta declared all Post-Secondary institutions were prohibited from having in-person classes effective March 13, 2020

AND WHEREAS the Government of Alberta declared a Public Health Emergency on March 17, 2020

AND WHEREAS the Public Health Agency of Canada advised all travelers to avoid all non-essential travel outside of Canada on March 14, 2020 (“Travel Advisory”).

AND WHEREAS the Board and ULFA wish to work proactively and collectively in the best interest of the University of Lethbridge

NOW THEREFORE the parties agree as follows:

1. Capitalized terms have the meaning prescribed in the Collective Agreement or this MOU as the case may require.
2. This MOU may be executed in one or more counterparts, and may be delivered by electronic mail in Portable Document Format (PDF), each of which when so executed shall be deemed to be part of the original and shall have the same force and effect as the original, and all of which together shall constitute one and the same MOU.
3. This MOU is being made in response to the specific circumstances of the Pandemic and shall have no precedential value outside the circumstance of the Pandemic.



Study Leave

4. Any Member who was awarded study leave that commences in the 2020-2021 Academic Year may make a request to the Dean for a postponement of their study leave. In order for a member to apply for a study leave postponement, the Member shall:
 - a. Request the postponement with a letter to the Member's Dean on or before May 11, 2020;
 - b. Outline the aspects of the study leave plan that are no longer possible or capable of being performed safely as a result of the Pandemic; and
 - c. Propose a timeframe for which the postponed study leave would commence and end as a result of the request. The Parties acknowledge that the proposal will be flexible and may require revision based upon restrictions and the easing of such restrictions as a result of the Pandemic.

5. This provision in this MOU does not restrict or alter the Dean's role to assign or re-assignment duties of Members, including study leave, as set out in Article 13.04 of the Collective Agreement.

Probationary Appointments

6. A Member currently on a probationary appointment whose maximum probationary period is set to expire during the term of this MOU shall have the option of extending their probationary period by one year. Such an extension shall be made to Members who consider their ability to exercise their duties have been compromised by virtue of the Pandemic. A Member who wishes to exercise this option to extend must notify the interim Provost and Vice President (Academic) on or before June 30, 2020.

Travel Fund

7. The budget allocations for the period from April 1, 2020 through August 31, 2020, as per the Travel Fund established in the Collective Agreement (Article 29.01) shall be returned to the Board as no travel has been incurred or is anticipated to be incurred during this period of time provided that,
 - a. the Board shall reimburse any Member who has incurred travel expenses related to the period April 1, 2020 through August 31, 2020 and which had been booked prior to the March 14, 2020 Travel Advisory, including that which could not be refunded upon cancellation and otherwise would have been paid to the Member through the Travel Fund;

Term

8. This MOU shall commence upon the signatures of both parties and shall terminate on October 31, 2020.



University of
Lethbridge

9. This MOU can be renewed for any number of additional 6-month terms upon written agreement of the parties. Any renewal of this MOU pursuant to this clause shall be on the same terms as this MOU unless otherwise agreed to in writing by the Parties.

Dr. Erasmus Okine

Board Representative
Dr. Erasmus Okine

April 29, 2020
Date

David Kaminski

ULFA Representative
Dr. David Kaminski

April 29, 2020
Date