

**Memorandum of Understanding  
(MOU)**

**Between**

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

**and**

**The University of Lethbridge Faculty Association  
(“ULFA”)**

**Special Academic Relations Committee on the COVID-19 Pandemic**

Any capitalised terms or other terms used in this Memorandum of Understanding (MOU) with specific meaning prescribed in the Academic Staff Collective Agreement (ASCA) between the Board and ULFA (the Parties) have the same meaning in this MOU.

- (1) This MOU is being made in response to the specific circumstances of the COVID-19 Pandemic (“the Pandemic) and shall have no precedential value outside the circumstance of the Pandemic.
- (2) Any modifications Parties have made to labour relations procedures in response to the specific circumstances of the Pandemic shall have no precedential value outside the circumstance of the Pandemic.
- (3) The Parties agree to the formation of a *Special Academic Relations Committee on the COVID-19 Pandemic* (SARCC-19P).
- (4) The Parties agree that the purpose of the SARCC-19P is to provide a fast, efficient and interest-based method for both Parties to review potential impacts of the Pandemic on the terms and conditions of employment articulated in the ASCA.
- (5) The SARCC-19P will consist of up to three representatives from ULFA and three representatives of the Board. Additional resource persons may attend as required by either Party.
- (6) The SARCC-19P will meet bi-weekly, or as required.
- (7) The SARCC-19P is intended to supplement rather than replace existing channels for raising issues between the Parties, such as Article 7 Quarterly Meetings and Article 22 processes, in particular:
  - (a) SARCC-19P has an operational focus rather than the typical Article 7 meeting; and
  - (b) SARCC-19P meetings do not imply that there is a claim that there has been a violation, improper application, non-application of, or ambiguity, or uncertainty of the ASCA as required by Article 22.01 (Grievance) or Article 22.04 (Interpretation).

- (8) If an issue related to the Pandemic cannot be resolved by the SARCC-19P, and is alleged to be a violation, improper application, or non-application of the ASCA or applicable legislation, either Party has the option of proceeding to a 22.03.4 Step 1: Informal meeting of the grievance process.
- (9) The time during which an issue is before the SARCC-19P is not counted for purposes of Article 22 timelines.
- (10) The SARCC-19P will cease to exist one calendar year following an announcement by the Government of Alberta that the Pandemic is no longer a Public Health Emergency, or by mutual agreement of the Parties.
- (11) Any issue related to the Pandemic that may be discussed at SARCC-19P may instead be addressed through the normal grievance processes contained in Article 22 of the ACSA at the behest of either the Board or ULFA. Furthermore, the discussion of any issue at SARCC-19P will not in any way prohibit or prejudice any grievances on these same issues through the normal Article 22 processes of the ACSA.



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Board Representative



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ULFA Representative

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April 1, 2021

Date

\_\_\_\_\_  
April 21, 2021

Date