

MEMORANDUM OF UNDERSTANDING (“MOU”)

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE
("the Board")

and

UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION
("ULFA")

(Collectively referred to as the “Parties”)

WHEREAS ULFA initiated a grievance on February 9, 2022 in relation to the calculation and implementation of instructor merit relating to Members who are within the merit amount in comparison to their current annual salary or at the maximum amount of salary for their employee group (the “Grievance”) as set out in the 2020-2024 University of Lethbridge Academic Staff Collective Agreement (“ASCA”).

AND WHEREAS the Board maintains the interpretation applied is in line with the current Collective Agreement language, however not in the spirit of what the Parties wish to accomplish through Article A.01.10

AND WHEREAS Article 3.03.1 allows for the amendment of the Collective Agreement through a Memorandum of Understanding to address issues that arise during the term of the Collective Agreement which the Parties agree to utilize in addressing the concern raised in the Grievance.

NOW THEREFORE the Parties agree to implement these changes to resolve the identified issue as follows:

- 1) All capitalised terms in this Memorandum of Understanding that are not defined in this Memorandum of Understanding shall have the meaning defined in the ASCA.
- 2) This MOU is effective on the date it is signed by both parties, however the changes set out herein shall be incorporated into the calculations used to determine the value of Instructor/Academic Assistant merit awards and merit amounts to be awarded on July 1, 2024.
- 3) The following terms are necessary to define, give effect to, and inform this MOU and the changes proposed in the calculation of merit awards:
 - a) **Contribution Amount** means the amount contributed by the Board on behalf of a



Member in accordance with Schedule A.01.3 and Schedule N of ASCA.

- b) **Differential Contribution Salary** means the difference between the Maximum Salary for Instructors/Academic Assistants I, II, or III, as set out in Schedule A.01.3, and the Contribution Amount.
- c) **Maximum Salary** means the maximum value of salaries for Instructors/Academic Assistants I, II, and III as set out in Schedule A.01.3 of ASCA.
- d) **Differential Contribution Amount** means the difference between an Instructor/Academic Assistant's nominal salary and Maximum Salary when that Instructor/Academic Assistant's nominal salary is above the Differential Contribution Salary.

4) At the time of this MOU, the values for each of the defined terms above are as set out in the table below:

Employee Group	Maximum Salary	Contribution Amount	Differential Contribution Salary
Instructor/Academic Assistant I	\$115,414	\$2,800	\$112,615
Instructor/Academic Assistant II	\$122,750	\$2,800	\$119,951
Instructor/Academic Assistant III	\$130,093	\$2,800	\$127,294

5) Article 24.05.2 (b) shall be deleted in its entirety and replaced with the following:

- a) "The value of a merit increment unit for Instructors/Academic Assistants shall be determined by dividing the merit pool defined in [Article 24.06.2](#) by the sum of the performance ratings awarded to Instructors/Academic Assistants whose salary is below the Differential Contribution Salary plus the sum of the performance ratings awarded to Instructors/Academic Assistants whose salary is above the Differential Contribution Salary, proportional to their Differential Contribution Amount relative to the Contribution Amount. The procedures for awarding Performance Ratings and overall Performance Scores shall be in accordance with [Article 23.06](#)."

6) For the sake of clarity the following principles apply and are incorporated into the calculation of merit increments for Instructors/Academic Assistants as a result of this MOU:

- a) Any Instructor/Academic Assistant at the Maximum Salary for their rank shall not have their performance score included in the calculation of the Instructor/Academic Assistant merit increment.
- b) Any Instructor/Academic Assistant whose salary is above the Differential Contribution Salary but below Maximum Salary for their employee group shall have their score included in the merit increment value calculation on a proportional basis, as noted in 6(a) of this MOU. However they shall only be entitled to an increment award that raises their current salary to the Maximum Salary for their rank.



- c) Members in both 6(a) and 6(b) will be entitled to participate in the one-time merit amount payment set out in Schedule A.01.10 based on the pro-rated amount they did not collect as a result of being at or reaching the Maximum Salary amount.
 - d) The value of the one-time merit amount payment as set out in A.01.10 is calculated as the total merit pool surplus amount divided by the sum of the proportional performance ratings not received as regular salary increases by Members in 6(a) or 6(b).
For example, if a Member has a score of 2.0, and received a salary increase equivalent to a score of 0.4 to bring their salary to the Maximum Salary for their rank, the remaining proportion of their score (1.6 in this example) is used in the calculation of the surplus amount, and in the calculation of their individual one-time payment.
- 7) As a result of this Memorandum of Understanding ULFA hereby withdraws the Grievance initiated on February 9, 2022.
- 8) The Parties each reserve the right to grieve the interpretation or misimplementation of this Memorandum of Understanding via the grievance procedure contained in Article 9 of the 2020-2024 ASCA.

DATED AT Lethbridge, Alberta on the dates as set out below.

Board of Governors Representative

May 1, 2024

Date

University of Lethbridge Faculty Association
Representative

April 25, 2024

Date