

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 has initiated a grievance dated February 25, 2025 related to the termination of a Member pursuant to Article 27.01.4(c) of the University of Lethbridge Academic Staff collective Agreement ("Collective Agreement") for failing to apply for and submit any rationale or materials to justify their case for Extension of Probation (the "Grievance").

AND WHEREAS the Board disputes any violation, improper application or non-application of the Terms of the Academic Staff Collective Agreement (the "Collective Agreement").

AND WHEREAS the parties wish to move forward in a mutually acceptable manner to resolve this difference and attempt to avoid a similar matter from occurring in the future.

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. The parties agree to amend Article 26.03.2 of the Collective Agreement in accordance with Article 3.03.1 of the Collective Agreement. The current Article 26.03.2 reads as set out below.

The letter shall invite the Member to supply to the STP Committee Chair, by the following September 15th, a rationale and whatever material and information the Member deems necessary to justify their case, and request the Member to make recommendations regarding additional evidence for the Chair to gather.



This existing language will become Article 26.03.2(a), and new language will constitute an addition to that Article in the form of Article 26.03.2(b). The new Article 26.03.2(b) will read:

The Member shall supply their application by the September 15th deadline, unless extended in writing by the Member's Dean. In the case of a mandatory process, including both extension of probation or application for tenure as outlined in Article 27, where a Member has not provided their application and materials by the September 15th deadline, and has not been granted an extension, the Dean shall write to that Member, with a copy to the Association, indicating that failure to provide any rationale and materials within 15 Working Days following such written notice will result in no hearing taking place and the Member being in breach of this obligation of the Collective Agreement.

3. Upon the execution of this MOU, ULFA and the Board each agree and acknowledge that the Grievance is resolved in its entirety.
4. The Parties each reserve the right to grieve the interpretation or misimplementation of this MOU via the grievance procedure contained in Article 9 of the Collective Agreement.

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

Board of Governors Representative

June 27, 2025

Date

University of Lethbridge Faculty Association
Representative

July 2, 2025

Date