



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 on February 18, 2025, ULFA filed a grievance concerning the Board's policy titled "Performance Evaluations for Senior Administrators Returning to Academic Staff Status Guidelines" alleging that some elements of that policy violated the 2020-2024 Academic Staff Collective Agreement (ASCA);

AND WHEREAS the Board denies that the policy violates the ASCA;

NOW THEREFORE the Parties agree to the following to resolve the grievance as follows:

- 1. The Parties agree to the following interpretation and application of Article 24.06.3 in the ASCA, and of the same provision as it appears in any successor collective agreement between the Parties:
 - a. The Parties agree that, upon a Senior Administrator's return to active Member status as set out in Article 4 of the ASCA, there shall be a "hiatus period."
 - b. The "hiatus period" shall include a minimum of two full academic years (July 1 June 30) during which the former Academic Senior Administrator (hereafter "Member") performs duties as an active Member of the academic staff. The Member will submit their first Professional Activities Report in the first September following the second Academic Year as an active Member. Should the Member not yet have a full second year as an active Member at the September submission date, their first PAR submission for assessment shall be the following September.
 - c. The Parties recognize that any evaluation of a Member's work during a hiatus period, and any increments awarded during his time, will be in recognition of work performed as a Senior Academic Administrator and acknowledging a necessary transition period, and hence falls outside the intended scope of Evaluation Procedures and Increments for Members as articulated in Articles 23 and 24 of the ASCA.

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- d. Members are not eligible to receive increments from any ASCA merit pool during time worked in a hiatus period. As per their Senior Administrator contracts they will receive merit in accordance with the Performance Evaluations for Senior Administrators Returning to Academic Staff Status Guidelines. This merit is separate from the merit pool available to active Members.
- e. The Board will make no per-Member contributions to any ASCA merit pool on behalf of these Members during their hiatus periods.
- 2. ULFA considers the grievance dated February 18, 2025 resolved upon the execution of this MOU.
- 3. 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, or any successor provision in future collective agreements between the Parties.

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ULFA representative signature	Date
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Board representative signature	Date