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BETWEEN:

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

and

UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION  
("ULFA")

#### MINUTES OF SETTLEMENT

WHEREAS on October 29, 2021, ULFA initiated a grievance ("Grievance") on the Board's interpretation and application of the entitlements owed to Members pursuant to Article 15.05.3;

AND WHEREAS the Board asserts that its practice of pro-rating new Instructor salary increment increases after their first full year of work based on the number of months worked within the period of assessment is a not a misapplication of the Academic Staff Collective Agreement (ASCA);

AND WHEREAS ULFA disagrees that the Board's practice of proration, as described above, is a proper application of existing provisions of the Academic Staff Collective Agreement (ASCA) ;

AND WHEREAS the Parties are not able to agree on the matter of proration within Article 15.05.3, but they do agree that an unintended consequence is created by the introduction of the mutually agreed benefit of Article 15.05.3(b)(ii) in year one, at its intersection with the Board's practice of proration in the year following, given the period of assessment under review;

AND WHEREAS that consequence was not a desired outcome of the language of the negotiated benefit for either the Board or ULFA;

AND WHEREAS the Board and ULFA have identified that this same unintended consequence is introduced for Instructors/Academic Assistants via Article 15.05.3(b)(i and iii) and Faculty/Professional Librarians via Article 21.03.1(a-c) in the 2018-2020 Academic Staff Collective Agreement, and for all Members via Article 24.03.1(b)(i-iii) in the 2020-2024 Academic Staff Collective Agreement;

AND WHEREAS it is the desire of the Board and ULFA to resolve the grievance through a focus on addressing the mutually identified unintended consequence, with each Party maintaining their position with respect to proration within the identified Articles.



NOW THEREFORE the Parties agree as follows:

1. Where a Member's date of initial appointment is governed by Article 15.05.3(b)(i-iii) or Article 21.03.1(a-c) of the 2018-2020 Academic Staff Collective Agreement, or by Article 24.03.1(b)(i-iii) of the 2020-2024 Academic Staff Collective Agreement, the Board agrees to delay by one academic year the prorating of salary increments to the number of months worked within the period of assessment. The earliest this proration based on the number of months worked in the assessment period will be applied is on the third July 1 during which the Member is employed by the University. Prorating associated with Member leave, reduced load status, or employment at less than full FTE through other provisions of the Collective Agreement is not addressed by this memorandum of understanding even if they occur before the third July 1.
2. Salary increments, for the purpose of these minutes of settlement only, include career progress increments and merit increments, as applicable.
3. Members hired during the 2019/2020 or 2020/2021 academic year, whose salary increments were pro-rated on July 1, 2021 or 2022 respectively, will receive a single lump-sum payment on January 31, 2023. The amount of the lump-sum payment will be the difference between the prorated increment already awarded and the non-prorated increment amount, for the period of July 1, 2021 – January 31, 2023 (for those hired in 2019/2020), and for the period of July 1, 2022 – January 31, 2023 (for those hired in 2020/2021).
4. The Board agrees to adjust the base salaries of Members identified in #3 above. This adjustment, effective February 1, 2023 will imbed the difference between the prorated increment already awarded and the non-prorated increment amount into the base salary of the Member.
5. The Board agrees to take the approach articulated in this Agreement in relation to the entitlements provided for by Article 24.03.1(b)(i-iii) in the 2020-2024 ASCA (or Article 15.05.3(b)(i-iii) or Article 21.03.1(a-c) of the 2018-2020 ASCA) and ULFA agrees not to grieve in relation to the same, including on the Board's practice of proration specific to the year following the benefit articulated within these named Articles.
6. The Parties agree that these Minutes of Settlement are agreed to without prejudice or precedent to any other issues.
7. Notwithstanding paragraph five (5) and six (6) above, ULFA reserves the right to grieve the interpretation, implementation, or application of these Minutes of Settlement.
8. As a result of these Minutes of Settlement, ULFA considers the above stated Grievance concluded.



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

December 1, 2022

\_\_\_\_\_  
University of Lethbridge Faculty Association  
Representative

\_\_\_\_\_  
Date

December 2, 2022

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Board of Governors Representative

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Date