



Memorandum of Understanding

BETWEEN:

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

and

UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION
("ULFA")

WHEREAS on March 10, 2021, ULFA initiated a grievance ("Grievance") on the Board's practice related to Voluntary Termination by Mutual Agreement ("VTMA") pursuant to Article 16.06 of the then current 2018-2020 University of Lethbridge Academic Staff Collective Agreement ("ASCA"). This article has been moved in the 2020-2024 ASCA to article 20.06. The language affecting this Grievance has not changed from the 2018-2020 ASCA to the 2020-2024 ASCA;

AND WHEREAS ULFA asserts that three parts of the Board practice in 16.06 agreements related to terms of payment, non-disclosure of the terms of the agreement, and a release of human rights claims are contrary to the ASCA;

AND WHEREAS the Board denies such practice was contrary to ASCA on any of the three concerns.

AND WHEREAS the parties reached a settlement and agreed to the conditions below for all future VTMA Agreements.

AND WHEREAS the Parties have entered into Minutes of Settlement regarding the Boards prior implementation of VTMA agreements in relation to the terms of payment, non disclosure requirements, and the affect of the 2022 job action on Members who had a VTMA agreement in effect during said job action.

NOW THEREFORE the Parties agree to the go forward resolution as follows:

1. All capitalised terms in these Minutes of Settlement that are not defined in these Minutes of Settlement shall have the meaning defined in the 2020-2024 ASCA.
2. The Board will alter its practice related to payment terms in VTMA Agreements as follows:
 - a) The Board will no longer restrict Members' salary to the current professorial salary at the time of signing a VTMA when entering into a VTMA with Members.



- b) As such, Members shall be entitled to all increments, COLA increases and any other such ASCA salary increases up to the termination date of the VTMA that they would have been entitled to had they not signed a VTMA.
- 3. The Board agrees to not include non-disclosure of the terms of the Agreement clauses in VTMA agreements from the date of execution of this Memorandum of Understanding.
- 4. The Board will alter its practice related to the language used in the release of human rights clause from the date of execution of these Minutes of Settlement. The template language to be used by the Board moving forward is as follows:
 - a) "EMPLOYEE agrees that all instances or allegations of individual discrimination prohibited by the *Alberta Human Rights Act*, R.S.A. 2000, A-25.5 ("HR ACT"), or otherwise, while an employee at the University or in the process of reaching and/or concluding this "Voluntary Termination by Mutual Agreement" will be raised by EMPLOYEE with their supervising Dean, or if that is not appropriate with the Provost prior to the Termination Date. If an individual complaint under the HR Act that was known or ought reasonably to have been known at the Termination Date that has not been raised pursuant to this paragraph is pursued by EMPLOYEE, this Agreement shall be raised as an estoppel, release of all individual human rights claims up to the Termination Date of this Agreement and complete defense to such complaint."
- 5. Changes to these conditions may be made in the future by the mutual consent of ULFA and the Board, such agreement not to be unreasonably withheld.
- 6. The Parties' each reserve the right to grieve the interpretation or misimplementation of these Minutes of Settlement 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

January 30, 2023

Date

University of Lethbridge Faculty Association
Representative

February 2, 2023

Date