

BETWEEN:

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

and

UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION  
("ULFA")

## MINUTES OF SETTLEMENT

WHEREAS ULFA initiated the following policy grievances with respect to the assignment of duties and workload

Workload and Budget initiated on January 15, 2021

Instructor Workloads initiated on February 9, 2022

FTE Calculations initiated on February 9, 2022

AND WHEREAS with respect to the Assignment of Duties, Article 21.04.2 of the Academic Staff Collective Agreement states that "In the construction and application of these policies and procedures, an effort shall be made to ensure that the total amount of work undertaken by each Member, including the duties listed in Article 21.03 and Schedule D, shall be reasonable and roughly equivalent in terms of the time and effort required for competent performance of that work";

AND WHEREAS it is the desire of the Board and ULFA to resolve these grievances through a focus on greater transparency and mutual understanding with respect to Article 21.04.2 across Academic Staff and across all Faculties/Schools;

NOW THEREFORE the Parties agree as follows:

1. A Joint Working Group on the Assignment of Duties shall be established effective February 1, 2024.
2. The Joint Working Group on the Assignment of Duties shall have the Terms of Reference as attached at Schedule A.
3. This MOS shall resolve the three grievances listed above and upon execution ULFA hereby withdraws each grievance listed above.

4. This MOS does not impact the ULFA's right to initiate new grievances with respect to Assignment of Duties and workload.

**AGREEMENT**

**This Memorandum of Understanding is agreed to on the 8th day of February, 2024 .**

**PER:**



Dr. Michelle Helstein

**University of Lethbridge Representatives**



**ULFA Representatives**

## Schedule A

### Terms of Reference for the Joint Working Group on the Assignment of Duties

#### **WORKING GROUP MEMBERSHIP**

Membership shall include:

- 3 active ULFA Members appointed by ULFA, plus one additional individual to support the work of the Working Group
- 3 members of the Senior Administration appointed by the Board of Governors, plus one additional individual to support the work of the Working Group

Each party shall be responsible for appointing its members to the Working Group. Should an appointed member become unavailable to continue, that party may appoint a new Member as necessary on notice to the other party.

#### **PURPOSE**

The purpose of the Working Group is to:

- increase transparency and mutual understanding with respect to Article 21.04.2, as it relates to all duties assigned in Article 21.03, across Academic Staff and across all academic units, including all Faculties, Schools, and the Library;
- work together in good faith to ensure that the interests and concerns of the Academic Staff are adequately considered and addressed in the development of workload assignments while meeting the needs and requirements of the Board to deliver on the University's mandate as a Comprehensive Academic and Research University;
- promote knowledgeable and informed decision-making in the development and amendment as may be required from time-to-time of the Faculty's policies and procedures as established by Article 21.04.2 and reported on in Article 6.05 of the ASCA between the Board and ULFA; and
- to inform principles and best practices relating to the assigned duties of each member of the Academic Staff, so that best efforts are made to align the policies and procedures with: a) averages at *comparable* post-secondary institutions within the academic sector and the particular field or faculty, as well as b) the objectives stated within Article 21.04.2 of the Collective Agreement to assign duties to Academic Staff in a manner that is reasonable and roughly equivalent among Academic Staff at the University.

#### **OBJECTIVES**

The parties agree to undertake the following activities in the work of the Working Group:

- To complete within one year's time from the establishment of the Working Group, a comprehensive workload study that addresses the Purpose within these Terms of

Reference;

- To research and review appropriate external and internal comparators as necessary;
  - any and all comparator research must endeavor to include the combination of duties as assigned in Article 21.03, to ensure that teaching load is not assessed independently of research expectations/productivity, external research funding and resultant Research Support Funds, graduate supervision and accompanying availability of graduate student contributions to teaching, for example.
  - The use of any comparator institution by this committee is specific to this working group and is without precedent and prejudice to either ULFA or the Board in any other dealings including, but not limited to, collective bargaining.
- Conduct a survey of all members of the Academic Staff and of academic senior administration, to gather information all members of the Working Group mutual agree will be informative with respect to the Purpose and Objectives of the group
  - any survey conducted must endeavor to include the combination of duties as assigned in Article 21.03, to ensure that teaching load is not assessed independently of expectations for other assigned duties
- To include within its work attention to both the assignment of duties, but also the alignment of the distribution of those duties to institutional needs across the full mandate (teaching and research) of the institution;
- To comment on the feasibility and value of a workload formula (that would be inclusive of teaching, research, and graduate supervision, at minimum) for Academic Staff at the University that meets the objective to assign duties to each member in a reasonable and roughly equivalent manner; and
- To deal with other matters as agreed to and as they arise in the course of Working Group discussions

## **PRINCIPLES**

The parties agree that co-operation and collaboration between the Senior Administration and the Academic Staff on this Working Group is necessary to:

- achieve excellence in academic teaching, learning, graduate supervision and research;
- promote positive working relationships within the University and its Faculties/Schools through transparency and increased communication between the parties;
- prevent burnout and attrition; and promote work-life balance and overall wellness for the Academic Staff;

- ensure that the distribution of the assignment of duties across activities identified in Article 21.03 contributes to the sustainability of the University and meets the needs and requirements of the Board to deliver on the University's full mandate as a Comprehensive Academic and Research University,
- provide quality education to the University's students over the short and long-term;
- improve morale and a sense of fairness among the Academic Staff; and
- ensure that the University of Lethbridge remains an attractive place for academics to work in regard to retention, recruitment and workplace satisfaction.

## **TERM AND FREQUENCY OF MEETINGS**

The Working Group shall conclude its work within one year of being established, or extend its work only by mutual agreement of both the ULFA and the Board.

The parties will make their best efforts to meet regularly, but not less than for three (3) hours each month.

The Working Group members will establish a schedule for meetings.

## **REPORTING AND FEEDBACK**

The workload study, including the advice and recommendations provided by the Working Group within it, shall be considered sincerely by each party's principals in the development, application, understanding, and communication of the Faculty's policies and procedures as established by Article 21.04.2.

The Working Group shall attempt to reach consensus on its recommendations and advice where possible. The Working Group shall at all times engage in good faith efforts to resolve differences.

Only if unavoidable, the Working Group may issue separate recommendations and advice or feature points of contention, within the workload study.

At the conclusion of the Working Group, once a report is completed it will be made available to the entire Membership via a joint communication from ULFA and the Board. Should two reports be the outcome of the Working Group then both reports shall be shared with the Membership via a joint communication from ULFA and the Board. The Parties shall agree on the contents of the joint message prior to it being publicized.

## **GENERAL**

The Working Group will meet by whatever means it deems appropriate to undertake its business.

The Board will provide the Working Group with information and data relevant to Faculty specific workload assignments and policies, when available. This commitment shall not be construed to require the Board to compile information in the form requested if such data are not already compiled in the form requested, or to supply any confidential information. The committee shall share equitably the workload within the committee to be accomplished between meetings as it arises.

The Working Group will, to the extent possible, exchange documents and information relevant to the Working Group's discussions in advance of the meetings, unless mutually agreed otherwise.

The Working Group representatives may share information with their respective principals.

The responsibilities of the Working Group Chair will be shared and the responsibility for conducting the meeting will rotate between the parties each meeting, with each party taking a turn. Each party will appoint a representative as a co-chair, and a representative as second chair.

Both parties will provide reasonable administrative support to the Working Group.