



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 the Parties identified an issue involving the equitable treatment of Members through the application of proration in the Maternity and Parental Leave provisions of Article 32 in the 2020-2024 University of Lethbridge Academic Staff Collective Agreement (“ASCA”).

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) An “Impacted Academic Year” shall be an Academic Year (July 1 – June 30) during which one or more months are not worked as a result of a Member taking a Maternity or Parental Leave, as set out in Article 32.03, 32.04, or 32.05.
- 3) All Faculty Members/Professional Librarians who take a Maternity or Parental Leave, as set out in Article 32.03, 32.04, or 32.05 shall be entitled to a non-prorated career progress increment, for the Impacted Academic Year(s), if that Member’s last performance score was 1.0 or greater (as per Article 24.08).
 - a) As outlined in 24.07.2, each Faculty Member/Professional Librarian is permitted a maximum number of career progress increments that carry a monetary value. These maximums are defined in Article 2.02. To ensure that any particular Member is not able to, over the course of their career, accrue more career progress increments than their fellow Faculty Members/Professional Librarians, career progress increments awarded as a result of clause 3 (above) shall remain subject to the maximums as defined in Article 2.02. and each Impacted Academic Year shall constitute an Academic Career Year for the purpose of calculating such years in Article 2.02.



- b) The time limits set out in Articles 2.02.2 and 2.02.3 will be automatically extended by the equivalent time of the length of the leave for which an increment was received and not prorated as a result of a Leave that is impacted by this MOU. The extension of the Academic Career Year time limits set out herein shall be in whole year increments only. If a Member is on leave for a period of one to twelve months their Academic Career Year time limit shall be extended by 1 year. If a Member is on leave for thirteen months or more it shall be extended by 2 years. Such an extension will not occur if the Member specifically requests that in writing to the Dean and to ULFA prior to the commencement of the Leave impacted by this MOU.
 - c) Members who are ineligible for Clause 3 given their last awarded performance score was less than 1.0, will receive the same portion of the career progress increment they earned for the last awarded performance score (as per Article 24.08.2).
 - d) Members who have not been awarded a performance score prior to commencing a leave impacted by this MOU shall be deemed to have been awarded a performance score of 1.0 and are therefore eligible for a Career Progress increment as specified in this Clause 3.
- 4) All Members who take a Maternity or Parental Leave, as set out in Article 32.03, 32.04, or 32.05 shall be entitled to a non-prorated merit increment, for the Impacted Academic Year(s).
- a) The calculation of the merit award for the Impacted Academic Year shall be based on the applicable formula below:
 - i) The Member shall carry forward their performance score received in their last full evaluation period (being 12- or 24-months, as per the Member's eligibility under Article 23.10.3);
 - ii) If the Member does not have a prior evaluation of a full 12-month period, the Member shall receive a merit award equivalent to what a performance score of 1.0 would warrant for that Impacted Academic Year.
- 5) Any Member to whom Clause 3 and/or 4 of this MOU applies, shall have no expectation whatsoever that any work or duties shall be completed or continued during their approved Leave as a result of this MOU or any benefits provided by it.
- 6) The Member shall not be required to submit a Professional Activities Report, in accordance with Article 23.02, for the Impacted Academic Year(s). They shall return to the submission of a Professional Activities Report on the first September 15 wherein the period of assessment covered by the report does not include any months that fall within the Impacted Academic Year(s) of their leave. Where this first submission following leave does not align with the



Member's normal biennial evaluation cycle, the Member will also submit an annual PAR the next year to return to alignment with their normal grouping within the biennial cycle of their Faculty.

- 7) Notwithstanding Clause 6, a Member may choose to submit a Professional Activities Report upon their return from a Leave granted under Article 32.03, 32.04, or 32.05, if they have worked a minimum of 8 months during the annual period of assessment under review.
 - a) Should a Member choose to submit under this clause, they will not be required to do so within 30 Working Days of returning to work. The PAR submission deadline will be automatically extended up to 30 Working Days to ensure this provision is met. The Member shall notify their Dean of the use of this extension upon their return to work date.
 - b) Should a Member choose to submit under this clause, their Dean will assess the PAR and assign a performance score in accordance with Article 23 of the ASCA. This performance score will be used in determining the Member's salary increment in accordance with Article 24.04.
- 8) While there are no expectations for work during the Leave (as per Clause 5), it is acknowledged that professional activities may materialize during the Impacted Academic Year(s) as a result of prior work. Such activity may be reported on the next Professional Activities Report (as per Clause 6). Work which materialized during an Impacted Academic Year will be highlighted separately from that in the period of assessment under review, such that the Faculty Dean is able to assess appropriately and take into account those professional accomplishments while determining the Member's next performance score to ensure that a Member's achievements are not excluded from consideration.
- 9) All references to non-proration within this MOU assume a full-time employee (1 FTE). If the Member is subject to an increment proration for other reasons the increment shall be prorated based on their FTE and added to their nominal (not actual) salary. All references to non-proration within this MOU assume a full-time employee (1 FTE). If the Member is subject to an increment proration for other reasons, the increment shall be prorated based on their FTE and calculated in accordance with the current practice for that Member.
- 10) A Member shall be entitled to the benefits set out in this MOU, however, a Member may elect not to apply the process set out in the MOU by giving notice in writing prior to the commencement of their Article 32.03, 32.04, or 32.05 Leave to their Dean and to ULFA. Such notice shall become irrevocable 20 Working Days after it is delivered to both required Parties.
- 11) The provisions of this MOU will be applied retroactively to July 1, 2020 as follows:
 - a) Members whose increments awarded on July 1, 2020 - or anytime thereafter - would have been calculated differently had these provisions been in place on July 1, 2020 will be the subject of a salary recalculation and lump sum payment. Such Members' salaries will be



positively adjusted to reflect the monetary value their awarded increment(s) would have been if these provisions had been in place on July 1, 2020.

- b) Such retroactive payment shall be applied to the Member within 120 days of the execution of this Agreement by both parties. The Board shall provide ULFA with a list of Members impacted by this settlement and the proposed payment amounts before the payments are made. ULFA will review the list and bring concerns with the proposed payments to the attention of the Board before such payments are made. The Board shall notify ULFA once all retroactive payments have been made indicating each Member and the amount of retroactive payment provided to each Member. Any concerns raised by affected individuals after payment has been received shall be brought to ULFA who shall determine whether the issue needs to be addressed with the Board. Any issues requiring further attention from the Board and ULFA will be resolved in accordance with the 2020-2024 ASCA.
- c) Any Member who submitted a PAR for the 2022-2023 (annual cycle) or 2021-2023 (biennial cycle) academic years in September of 2023 may withdraw said PAR report and have the provisions of this MOU apply to the current evaluation period.

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

January 25, 2024

Dr. Michelle Helstein
Board of Governors Representative

Date

February 12, 2024

Dr. Christopher Burton
University of Lethbridge Faculty Association
Representative

Date