

SCHEDULE “B”

Memorandum of Understanding RE: Joint Workload Study Committee

University of Alberta Board of Governors and AASUA
Joint Workload Study Committee
Memorandum of Understanding
as to the **Terms of Reference** of the Committee

Adopted by the Committee on [Insert Date]

NAME

This committee shall be comprised of representatives of the AASUA Members and of the Academic Administrators (“Administration”). It shall be known as the **Joint Workload Study Committee** (the “Committee”).

COMMITTEE MEMBERSHIP

Membership shall include:

- 5 active AASUA Members as determined by the AASUA; and
- 5 members of the Administration as determined by the Employer

The Committee will be co-chaired by one representative from each of AASUA and Administration.

Each party shall be responsible for appointing its members to the Committee, and may substitute members as necessary on notice to the other parties as provided for below. With agreement, which shall not be unreasonably withheld, each party may also bring subject matter experts to committee meetings as applicable.

CONSTITUENCY SPECIFIC RESOURCE WORKING GROUPS (“Resource Working Groups”)

Acknowledging that the Constituencies that make up the academic staff membership under the Collective Agreement are diverse, with a wide range of unique interests as well as differing responsibilities owed towards the University; and that they experience a broad range of employment relationship structures, the parties agree that the following Resource Working Groups will be formed as subordinate to the Committee. The Resource Working Groups are intended to provide the capacity required for the Committee to effectively complete its purpose

in a timely manner. The Resource Working Groups will report their findings to the Committee, for the Committee's thoughtful consideration, as follows:

Academic Faculty Members (Schedule A) Resource Working Group

- 1 Academic Faculty Member from the College of Natural + Applied Sciences
- 1 Academic Faculty Member from the College of Social Sciences + Humanities
- 1 Academic Faculty Member from the College of Health Sciences
- 1 Academic Faculty Member from the Academic Faculty membership at large (not from one of the above Colleges)

FSO (Schedule B) Resource Working Group

- 1 FSO Member from the College of Natural + Applied Sciences
- 1 FSO Member from the College of Social Sciences + Humanities
- 1 FSO Member from the College of Health Sciences

Librarians (Schedule C) Resource Working Group

- 2 Members of the Librarian Constituency from Rank 1 or Rank 2

Academic Teaching Staff (Schedule D) Resource Working Group

- 1 ATS Member from the College of Natural + Applied Sciences
- 1 ATS Member from the College of Social Sciences + Humanities
- 1 ATS Member from the College of Health Sciences
- 1 ATS Members from the ATS Membership at large (not from one of the above Colleges)

Trust/Research Academic Staff (Schedule E) Resource Working Group

- 1 TRAS Member from the College of Natural + Applied Sciences
- 1 TRAS Member from the College of Social Sciences + Humanities
- 1 TRAS Member from the College of Health Sciences
- 1 TRAS Member from the TRAS Membership at large (not from one of the above Colleges)

APO (Schedule F) Resource Working Group

- 1 APO Member from the College of Natural + Applied Sciences
- 1 APO Member from the College of Social Sciences + Humanities
- 1 APO Member from the College of Health Sciences
- 1 APO Member from the APO Membership at large (not from one of the above Colleges)

TLAPO (Schedule G) Resource Working Group

- 2 TLAPO Members

Members of the Resource Working Groups from the different Constituencies will be approved by the AASUA.

Service on the Committee and Resource Working Groups by Academic Staff will be recognized as part of their service duties or regular assigned duties, as applicable.

Requests to serve as a Member of the Committee or Resource Working Groups shall be secured in advance by Academic Staff and shall not be unreasonably denied, taking into consideration operational requirements, such as teaching.

Academic Staff appointed to the Committee or Resource Working Groups shall remain responsible for all of their other assigned duties, with the understanding that this service forms part of an Academic Staff's service duties or regular assigned duties, and that the time required for meaningful participation in the Committee's or Working Group's work shall explicitly be taken into account by the supervisor when assigning the Academic Staff's overall position responsibilities. It is anticipated that the time commitment will be approximately 5% of one's overall responsibilities.

PURPOSE / OBJECTIVES

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

- To complete within one year's time from the establishment of the Committee, a comprehensive workload and hours of work study for Constituency Staff Members, as supported by the Resource Working Groups and other sources;
- To research and review appropriate external and internal comparators as necessary;
- To create guidelines for the application of Article 12, as may be considered necessary by the Committee; and
- to recommend any required action items related to the above;

all of which to be prepared in a Report for consideration of the parties - see Timelines for Formation and Reporting.

PRINCIPLES

In order to foster effective working relationships, the parties agree that it is important that roles and responsibilities of the Committee members are clear.

The Committee's operating principles are as follows:

- The parties agree to follow the Decision Making process (see below) as specified in these Terms of Reference.
- Quorum: at least three (3) members of the University's Administration and three (3) representatives from the Staff members of the Faculty/Department/Unit must be present if a substantive decision is required to be made by the Committee. The representatives of each party shall have one collective vote each on all decisions.
- While consistency of membership is a shared objective, the parties will use best efforts to provide at least two weeks' notice of a change in Committee Membership, or attendance at a meeting.
- While the parties can make decisions on which items to take forward to their respective principals for further discussion and approval, the parties recognize that representatives at the table do not have the ultimate authority to make final decisions. That is, the Committee's work is recommendatory only.

TERM AND FREQUENCY OF MEETINGS

The Committee will meet as long as required to complete its Objectives as stated above. The parties will make their best efforts to meet regularly, but not less than for three (3) hours each month.

The Committee members will establish a schedule for meetings.

DECISION MAKING

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

Where consensus is not reached, the Committee may issue its recommendations and advice in more than one report / by counter-part.

TIMELINES FOR FORMATION AND REPORTING

The Committee and Resources Working Groups are expected to be established, and membership reported to the University and the AASUA no later than 2 months

after the ratification of the Collective Agreement that is the successor to the Collective Agreement between the parties with the term ending June 30, 2024.

The Committee's report is due to the parties' principals no later than twelve (12) months after the Committee's representatives are approved by the University (Administration Representatives) and the AASUA (Association Member Representatives). The parties will approve their representative members as soon as reasonably practicable.

The parties may agree to an extension of these deadlines if the Committee so requests.

REPORTING AND FEEDBACK

The advice and recommendations provided by the Committee shall be considered sincerely by each party's principals, and their responses to the Committee's advice and recommendations shall be provided in writing to the Committee by each party's representatives.

The Committee's report and the University's and the AASUA's responses shall be made available to all AASUA members and Administration.

GENERAL

These Terms of Reference may be amended from time-to-time with the written agreement of both parties' representatives to the Committee.

As may be feasible and available, the Board will provide the Committee and/or Resource Working Groups with relevant information and data.

The Committee will, to the extent possible, exchange documents and information relevant to the Committee's discussions in advance of the meetings.

The parties agree to jointly cooperate with and adequately resource the Committee, and share expenses as may be reasonably necessary and justified by the Committee.

The Committee representatives may share information with their respective principals.

Requests for changes to the meeting schedule will require three (3) weeks notice, excepting unforeseen emergency circumstances.

The responsibilities of the Committee 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.

Retention of the Committee's minutes and associated documentation is the responsibility of the Committee.

Disputes over the interpretation and operationalization of this Memorandum of Understanding shall be subject to the grievance and arbitration provisions of the parties' Collective Agreement. For clarity, the particular outcomes of the work, the recommendations of the Committee and/or working groups, and the acceptance or rejection of any such recommendation(s) by the parties' principals are not grievable.

AGREEMENT

This Memorandum of Understanding is agreed-to on the _____ day of _____, 20__ and expires two years past the date that the Collective Agreement is ratified by the last party, except as may be extended by agreement.

PER:

Governors of the University of Alberta

AASUA
