

PROPOSAL

University of Alberta Board of Governors and AASUA
Joint Workload Review Committee
Memorandum of Understanding (“MOU”)
as to the **Terms of Reference** of the Committee

Adopted by the Committee on [Insert Date]

Joint Workload Review Committee of _____
[Insert Constituency and then Faculty, Department, Unit,
if and as appropriate]

WHEREAS the parties recognize the general question of workload for Staff Members has to be addressed from time-to-time on an ongoing basis;

AND WHEREAS the Board’s November 2023 *Faculty and Staff Engagement Survey* highlighted many areas of opportunity to improve the engagement and enablement of Staff Members;

AND WHEREAS Article 12.01 of the Collective Agreement establishes that each Staff Member’s workload is to be reasonable and roughly equivalent to their appropriate comparator colleagues (pro-rated to FTE);

AND WHEREAS the [Insert applicable Schedule] establishes that the assigned responsibilities of the Staff Member shall fall within the Staff Member’s area of expertise and competence;

NOW THEREFORE:

Within 2 months of the ratification of this Collective Agreement, the parties agree to establish a **Joint Workload Review Committee** for the [Insert: Staff Member Constituency] within the University work unit described as: [Insert Faculty/Department/Unit/Library (as appropriate)].

NAME

This committee shall be comprised of representatives of the [Insert Constituency] Staff Members of the _____ [Faculty/Department/Unit/Library] and of the Administrators (“Administration”) of the [Faculty/Department/Unit/Library]. It shall be known as the **Joint Workload Review Committee** (the “Committee” or the “Joint Committee”).

*See “Guidance Document” at the end of this MOU for direction on Committee formation.

COMMITTEE MEMBERSHIP

Membership shall be comprised of:

- 4 AASUA Constituency-specific Staff Members (with current appointments) of the _____ Faculty/Department/Unit elected by members of the Constituency within the _____ Faculty/Department/Unit and approved by the AASUA; and
- 4 representatives of the Administration as determined by the Board of Governors.

Each party shall be responsible for appointing its representatives to the Committee, and may substitute its representatives as necessary on one month's notice to the other party. Each party may also bring resource persons to committee meetings with the prior consent of the other party.

The composition of and contact information for the Joint Committee shall be circulated to all Constituency Staff Members within that Faculty/Department/Unit/the Library.

Service on a Joint Committee by Staff Members will be recognized as part of their service duties pursuant to [insert] the applicable Schedule and Article.

TERM OF APPOINTMENTS

To establish consistency on the Committee, when the Committee is initially established, the term of 2 of the members representing each party will be 2 years. For the other 2, the term will be 3 years.

Subsequent to these initial appointments, all terms will be for 2 years, with ½ of the appointments terminating on alternating years.

Should a member resign before the expiration of their term, the vacancy will be filled by the principal party as soon as practicable.

PURPOSE

The purpose of the Joint Committee is to:

- work together in a collegial governance approach and in good faith to ensure that the interests and concerns of the Constituency's Staff Members are adequately considered and addressed in the development of workload assignments while meeting the needs and requirements of the Board; and
- provide a venue for Staff Members to have questions and concerns about their workload and assignments considered and, where possible, to receive recommendations in order to have those concerns satisfactorily resolved.

The parties also agree that co-operation and collaboration between the Administration and the Staff Member representatives on this Committee is necessary to:

- achieve excellence in research, and academic teaching and learning;
- promote positive working relationships within the Faculty/Department/Unit/the Library through cooperation, transparency, and increased communication between the parties;
- prevent burnout and attrition; and promote work-life balance and overall wellness for Staff Members;
- provide quality education to the University's students over the long-term;
- improve morale and a sense of fairness among Staff Members; and
- ensure that the University of Alberta remains an attractive place for academics, experts and other professionals to work in regard to retention, recruitment and workplace satisfaction.

OBJECTIVES

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

- receive and discuss specific concerns of Staff Members in relation to their responsibilities and workload as assigned by the Dean (or other supervisor) of that Faculty/Department/Unit, and to issue recommendations in regard to those concerns; and
- establish the required format and other guidelines for the manner in which such a concern is submitted to, and received by, the Committee.

PRINCIPLES AND PROCEDURE

The parties agree that Staff Members may file written concerns with the Committee as established within the Faculty/Department/Unit/the Library. If such a concern is referred to the Committee, the Committee will follow the process in coming to its recommendations attached hereto as **Appendix A: Protocol for the Receipt and Consideration of Workload Concerns**.

The Senior Administration of the University agrees to share information relevant to the issues under discussion by the Committee, including but not limited to anonymized and aggregate

data for the purposes of providing relevant comparators with respect to the Staff Member's assignment of responsibilities.

The Committee's operating principles are as follows:

- **Frequency of meetings:** the Committee will meet on an *ad hoc* basis as required and as set out herein;
- **Quorum:** at least three of the University's Administration representatives and three Staff Member representatives must be present if a substantive recommendation is to be issued by the Committee;
- **Confidentiality:** Individual concerns to the Committee will be held in confidence by the Committee;
- **Deliberations:** The Committee's discussions and deliberations are on a *without prejudice* basis;
- **No Discrimination:** The Committee shall operate in a manner consistent with the concept of collegial governance and cooperation, giving due regard to the principles of equity, diversity and inclusion. The Committee shall not act in a discriminatory manner on any basis. These principles and the principles of fairness and due process shall be applied consistently with respect to all concerns received.
- **Appropriate Comparability:** the intention of the Committee's recommendations are to advance the goals set out in Article 12.01 of the Collective Agreement in achieving consistently equitable workloads among comparable Staff Member peer groups/cohorts at the University.
- **Recommendatory only:** While the Committee can make recommendations to the Dean or other appropriate Decision-Maker, all parties recognize that representatives at the table do not have the authority to make final decisions in regards to the concern raised.

RECEIPT AND CONSIDERATION OF CONCERNS

The Committee shall create a form or guidance document in relation to the written format of a concern that will be accepted as a concern by the Committee, including the requirement to provide reasonable particulars to allow the Committee to understand the specifics of the concern.

*For the protocol for the receipt and consideration of concerns, see **Appendix A: Protocol for the Receipt and Consideration of Workload Concerns.**

COMMITTEE RECOMMENDATIONS – DECISION-MAKING

The Committee shall make all reasonable efforts to reach consensus on its recommendations and advice. The Committee shall at all times engage in good faith efforts to provide thoughtful, balanced, fair and practical recommendations on workload issues and concerns.

The Committee shall have the power to review Staff Member concerns and to provide recommendations, including but not limited to proposing changes to the Staff Member's responsibilities (hereinafter "Written Recommendations").

If the Committee is unable to come to recommendations on a consensus-basis, then multiple and/or differing Committee Written Recommendations may be advanced to the responsive Dean or appropriate Decision-Maker.

If the Committee comes to a unanimous decision, the Committee's unanimous Written Recommendation(s) shall be provided to the Decision-Maker "on the record."

The Committee's Written Recommendations and Committee's Materials shall be submitted to the responsive Dean or Decision-Maker as follows:

For Faculty (Schedule A), FSOs (Schedule B), ATS Members (Schedule D): the Staff Member's Dean;

For Librarians (Schedule C): the Chief Librarian

For TRAS (Schedule E): the Trustholder's Supervisor

For APOs (Schedule F) and TLAPOs (Schedule G): the appropriate Vice-President
[hereinafter the "Decision-Maker"]

The Decision-Maker retains the authority to implement, amend, or disregard the Committee's Written Recommendation(s) but must genuinely and in good faith consider the Written Recommendation(s).

The Decision-Maker shall render a decision in accordance with **Appendix A: Protocol for the Receipt and Consideration of Workload Concerns**.

GRIEVANCE

The Decision-Maker's decision in respect of the Staff Member's concern made under this MOU (the "Decision-Maker's Workload Decision") is subject to the Grievance and Arbitration provisions of the Collective Agreement (Article 14).

The timelines to grieve the Decision-Maker's Workload Decision are those set out in Article 14 of the Collective Agreement.

ARBITRATION AND EVIDENTIARY RECORD

Should a dispute over the Decision-Maker's Workload Decision proceed to arbitration, the Committee's Materials (all of the documents before the Committee that it contemplated in its deliberations), but none of the Committee's records in respect of its *without prejudice* deliberations and discussions nor any inter-Committee communications, shall be entered into evidence at arbitration.

The Committee's Written Recommendation, if unanimous, shall be entered into evidence at arbitration.

RIGHT TO FILE A GRIEVANCE AND ADVANCE TO ARBITRATION RESERVED

AASUA's right to advance (or decline to advance) the Staff Member's concern through the Collective Agreement grievance and arbitration process is reserved.

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall commence the ____ months after the ratification of the Collective Agreement and continue until _____, 20__ unless extended by mutual agreement as evidenced in writing.

GENERAL

Appendix A may be amended from time-to-time with the written agreement of both parties' representatives to the Committee, as expressed in a written Addendum to Appendix A.

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

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

The responsibilities of the Committee Chair will be shared and the responsibility for leading a complete concern process will alternate between the parties for each concern received and considered by the Committee. 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. Such documentation will be held in confidence with due regard to privacy.

The Committee may create policies and procedures to accomplish the Committee's work the terms of this MOU so long as they are mutually agreed to and are in accordance with this MOU and Appendix A.

AGREEMENT

This Memorandum of Understanding is agreed-to on the _____ day of _____,
20__.

PER:

University of Alberta Representatives

AASUA Representatives

GUIDANCE DOCUMENT – ESTABLISHMENT OF JOINT WORKLOAD REVIEW COMMITTEES

1. Committees are to be based, firstly, on AASUA Constituency group. That is, there will be a template MOU for each Schedule of the Collective Agreement.
2. Next, the committees are to be arranged in a way that makes sense to the members of the Constituency. Where numbers warrant, next either further delineate committees by Faculty or Department or Unit or other arrangement as appropriate.
3. Committees should be composed of individuals from a group of employees that shares a specific “community of interest.” That is, the Committee is to look at issues for a cohort of employees that makes sense. Apples should be compared to apples, not oranges.
4. Once a particular Joint Workload Review Committee has been formed, the Committee will submit a list of its members to both the University: Faculty Relations, and the AASUA. Both the University and the AASUA reserve the right to approve and/or amend the composition of their representative members on each committee.

APPENDIX A: PROTOCOL FOR THE RECEIPT AND CONSIDERATION OF WORKLOAD CONCERNS

1. It is understood that time is of the essence with respect to this Protocol.
2. It is understood that no retaliatory or other punitive action shall be taken against any Staff Member for availing themselves of the assistance of the Joint Workload Review Committee to attempt to resolve their concern in regards to their University-related responsibilities.
3. Written communications referred to in this Protocol may be made by way of email. Meetings referred to in this Protocol may be virtual.
4. Timelines within this Protocol may be amended with the mutual consent of the Staff Member and the Department Chair /or the Staff Member's supervisor, or at the discretion of the Committee by majority decision, acting reasonably. Consent to extend timelines where such requests are reasonably substantiated shall not be unreasonably withheld.
5. If a Staff Member has a concern about their workload, the Staff Member shall first attempt to discuss their concern with the Department Chair / Supervisor for resolution.
6. If the discussion required in paragraph 5 does not resolve the Staff Member's concern, or if the Department Chair / Supervisor refuses or is unable to meet with the Staff Member, the specifics of the concern shall be provided to the Committee in writing in a format approved by the Committee within 10 working days of the assignment or event(s) giving rise to the concern. Supplemental documentary information that is material to the concern is allowed.
7. The Committee shall convene within 5 working days of receiving the initial concern to:
 - a) Confirm receipt of the concern; and
 - b) Determine whether the concern is sufficient for review or if further particulars are required.

Both of these determinations will be provided to the Staff Member forthwith, but no more than 24 hours after the Committee has made this initial decision.
8. If further particulars are required, the Committee will advise the Staff Member that they must provide further details in writing (and as may be specifically requested by the Committee) within 5 working days. Should the Staff Member fail to comply with this request, the Committee may dismiss the concern by majority vote.
9. Once the Staff Member's particulars are accepted by the Committee as sufficient, the Committee will provide a copy of the concern to the Staff Member's Department Chair or Supervisor, as follows insert appropriate person ("supervisor") forthwith, but no more than 24 hours after the Committee has accepted the concern as sufficient.
10. Within 5 working days of the receipt of the concern, the supervisor will submit a response to the concern in writing to the Committee, including, at minimum, a brief outline of the supervisor's rationale for the Staff Member's assignment, and any guidelines or standards relied upon. Supplemental documentary information material to the response is allowed.

11. No more than 24 hours after the Committee has received the supervisor's response, the Committee will provide a copy of the response to the Staff Member.
12. The Staff Member shall have 5 working days to submit a brief final written reply to the supervisor's response to the Committee, at the Staff Member's election. Supplemental documentary information is allowed.
13. Within 5 working dates of the receipt of the Staff Member's final written reply, if provided, the Committee shall convene for an administrative review panel and its deliberations.
14. The concern, the response to the concern, and the reply (if submitted) shall be considered by the Committee (the "Committee's Materials"). No oral presentations will be permitted, except as permitted by majority vote of the Committee in exceptional circumstances.
15. The Committee's deliberations are confidential and *without prejudice* and shall be conducted informally.
16. Decision-making shall occur in a manner consistent with the principles set out in the "Principles and Procedure" and "Committee Recommendations - Decision-Making" sections of the Committee's MOU.
17. It is understood that the jurisdiction of the Committee is narrow, and restricted solely to the Staff Member's assigned responsibilities to the University. Should the matter considered be determined to be multi-faceted in that it engages or potentially engages other subject matters of the Collective Agreement or employment-related legislation such as *human rights* or *occupational health and safety* legislation, the Committee shall not issue recommendations in regards to the Staff Member's University-related responsibilities.
18. The Committee shall issue in writing one of the following within 10 working days of convening the administrative panel, hereinafter referred to as "Written Recommendations":
 - a. Recommendations aimed at resolving the concern;
 - b. Recommendations explaining why the Committee believes the concern is without merit; or
 - c. A statement advising that the Committee does not feel it would be appropriate to issue recommendations, with the Committee's rationale for declining, and directing the Staff Member to the AASUA for advice and support.

The Committee's Written Recommendations shall include brief reasons for their recommendations.

The Committee's Written Recommendations will be provided to the Staff Member and the Staff Member's respondent Department Chair or supervisor.

The Committee's Written Recommendations, along with all of the documents the Committee contemplated in its deliberations (the "Committee's Materials"), will be submitted to the following decision-maker, as appropriate:

For Faculty (Schedule A), FSOs (Schedule B), ATS Members (Schedule D): the Staff

Member's Dean;

For Librarians (Schedule C): the Chief Librarian

For TRAS (Schedule E): the supervisor or Trustholder's Supervisor

For APOs (Schedule F) and TLAPOs (Schedule G): the appropriate Vice-President

[hereinafter the "Decision-Maker"]

19. The Decision-Maker shall use the Committee's Materials to render a brief written decision with reasons in regards to the Staff Member's concern (the "Decision-Maker's Workload Decision") within 10 working days of the Decision-Maker's receipt of the Committee's Materials. A copy of the Decision-Maker's Workload Decision shall be provided to the Staff Member, the respondent Department Chair or Supervisor, and the Committee.