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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 ULFA has initiated a grievance dated April 26, 2023 related to work being done in the University Archives (the “Grievance”).

AND WHEREAS the Board disputes that there has been any violation, improper application or non-application of the terms of the Academic Staff Collective Agreement (the “Collective Agreement”).

AND WHEREAS the parties wish to move forward in a mutually acceptable manner to resolve this difference.

AND WHEREAS The University Archives work is currently being completed by Merkley Archival Services through an Independent Contractor Services Agreement with the Board (the “Contract”) dated January 29, 2021. The Contract work commenced July 1, 2021 and is set to expire on June 30, 2025.

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. The Contract shall continue unchanged but shall not be renewed without changes in accordance with this MOU. Should the Contract terminate early (prior to June 30, 2025) this MOU will be complied with immediately upon the termination of the Contract by ensuring the assignment of the Archivist duties within the University of Lethbridge Library comply with paragraph 3 below.
3. Upon the completion of the Contract, the following duties currently performed under the Contract shall be removed from any successor Contract and assigned to a Professional Librarian:



- a) Coordination with Records Management Office on complex issues including but not limited to reviewing both internal and external files created within or provided to the University for potential historical value;
  - b) Coordination with Archives Society of Alberta;
  - c) Review and coordinate Archival policies and guidelines of the University;
  - d) Review and coordinate potential archival technology enhancements within the Library;
  - e) Developing the Archives collection by soliciting and assessing Archives donations;
  - f) Instructional activities specific to the Archives;
  - g) Answer complex reference questions about the University Archives, beyond those that can be handled by non-academic staff.
  - h) Any other academic archival duties that require the expertise of a Professional Librarian.
4. This MOU does not contain an exhaustive list of archival duties assigned to a Professional Librarian. Article 21 of the Collective Agreement is not altered by this MOU.
5. All other duties, not listed in paragraph 3 above, currently being performed under the Contract shall be assigned by the University Librarian at their sole discretion.
6. Upon the execution of this MOU, ULFA hereby withdraws the Grievance.
7. The Parties each reserve the right to grieve the interpretation or misimplementation of this MOU via the grievance procedure contained in Article 9 of the Collective Agreement.

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

\_\_\_\_\_  
Board of Governors Representative

\_\_\_\_\_  
March 14, 2024

Date

\_\_\_\_\_  
University of Lethbridge Faculty Association  
Representative

\_\_\_\_\_  
March 14, 2024

Date