



## **COLLECTIVE AGREEMENT**

**The Mount Royal Faculty Association  
The Board of Governors of Mount Royal University**

**AMENDED**

This collective agreement includes changes ratified by both parties in June, 2011

July 1, 2010 – June 30, 2012



This AGREEMENT made this 1st day of July, 2011

between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

of the First Part

and

THE MOUNT ROYAL FACULTY ASSOCIATION

of the Second Part



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## ARTICLE 1 - DEFINITIONS

The following definitions will be applicable to the interpretation of the Collective Agreement:

- 1.1 **Academic unit:** constitutes employees included under the terms of this collective agreement in departments, programs, the Library, Student Counselling Services or the Academic Development Centre.
- 1.2 **Agreement:** current Agreement between the Board and the Association, unless otherwise specified.
- 1.3 **Assistant to the Chair:** a tenured member of the academic unit who is assigned specific duties of the Chair by consultation among the Chair, the Assistant to the Chair and members of the academic unit, following consultation with the Dean.
- 1.4 **Association:** the Mount Royal Faculty Association.
- 1.5 **Board:** The Board of Governors, Mount Royal University or designate.
- 1.6 **Chair:** an employee whose regular workload includes administrative duties, to whom all employees in an academic unit report, and who reports to a Dean.
- 1.7 **Conditional tenurable employee:** an employee whose employment is conditional pursuant to Article 4.2.4.
- 1.8 **Counsellor:** an employee performing the duties of a professional counsellor. The workload of counsellors may include teaching credit courses.
- 1.9 **Cross-appointed employee:** An employee who is appointed in two different academic units, referred to as the home academic unit and the cross academic unit.
- 1.10 **Dean:** the Dean or equivalent administrator when there is no Dean.
- 1.11 **Discipline:** a subject area within a department.
- 1.12 **Division:** the Division of Academic Affairs.
- 1.13 **Educational Developer:** an employee performing the professional duties of an educational developer, including employee development related to the enhancement of teaching, the design of curriculum, and the integration of learning technologies. The workload of educational developers may include teaching credit courses.
- 1.14 **Employee:** all academic MRFA members including: full-time, limited-term, and part-time instructors teaching credit courses; any other person teaching a credit course; chairs; counsellors; educational developers; librarians; laboratory instructors; and those persons from time to time designated "academic staff members" by the Board. The President, vice-presidents, deans, associate deans, and others employed in a managerial capacity or in a confidential capacity in matters relating to labour relations shall be excluded.
- 1.15 **Full-time employee:** a tenured, tenurable, or conditional tenurable employee or a permanent laboratory instructor with a probationary period employed by the Board on an annual basis.
- 1.16 **Half-time tenured employee:** a full-time tenured employee who has been granted special half-time employment status pursuant to Article 7.
- 1.17 **Instructor:** an employee teaching credit courses and performing related duties.
- 1.18 **Intersessional period:** that period of the calendar year not ordinarily devoted to student contact and exclusive of vacation periods.
- 1.19 **Laboratory Instructor:** an employee teaching credit laboratories and performing related duties.

- 1.20 **Lecturer:** the rank of an employee who has not attained the required academic credential or its equivalent and has been appointed under Article 4.2.4 or 4.2.5.
- 1.21 **Librarian:** an employee performing the duties of a professional librarian. The workload of librarians may include teaching credit courses.
- 1.22 **Limited-term employee:** an employee hired under Article 4.4 or for a limited-term under Article 6.
- 1.23 **Part-time employee:** a member of the academic staff employed by the Board pursuant to Article 4.7, 4.8, 4.10 or 4.11.
- 1.24 **Scheduled Instructional Course Hour (SICH):** any officially scheduled 50-minute class requiring the employee to be present and teaching, without assistance, a group of students. Credit for other forms of teaching, including but not limited to practica, open laboratories, studios, directed study, computer-assisted instruction, team-teaching, rehearsals and productions shall be assigned by the Chair in consultation with the members of the academic unit, and is subject to the approval of the Dean.
- 1.25 **Scholarship:** activities related to research, scholarly and/or artistic work which occurs through discovery, integration, teaching and learning, or application of knowledge and must be disseminated through peer-reviewed processes.
- 1.26 **Service:** activities in support of academic processes at the departmental, Faculty and institutional level. Service activities may also take the skills, disciplinary expertise, perspectives and leadership of employee to the relevant communities.
- 1.27 **Teaching:** activities related to the delivery of credit instruction.
- 1.28 **Tenable employee:** an employee eligible for tenure pursuant to Article 10.
- 1.29 **Tenured employee:** an employee who has achieved tenure pursuant to Article 10.

Note: Whenever the singular is used, the same shall mean and include the plural as the contract may require.

The terms and conditions of this collective agreement apply only to a member of the Mount Royal Faculty Association.

## **ARTICLE 2 - ASSOCIATION MEMBERSHIP**

- 2.1 This Agreement shall be applicable to all employees as defined in Article 1.14.
- 2.2 All employees shall, as a condition of their continued employment, become and remain members of the Association. Such membership shall begin upon the date of commencement of appointment.
- 2.3 Members shall sign and deliver to the Board an assignment authorizing the deduction of Association dues. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued.

The names and addresses of all newly appointed employees shall be forwarded by the Board to the Treasurer of the Association within twenty (20) days of initial date of appointment.

## **ARTICLE 3 - TERM OF AGREEMENT**

- 3.1 This Agreement shall remain in full force and effect until 30 June 2012 and thereafter shall continue in full force and effect from year to year unless amended or terminated by either party as hereinafter provided.

## ARTICLE 4 - APPOINTMENTS

### 4.1 Categories of Appointment

- 4.1.1 Employees are appointed by the Board in one of the following categories:
  - 4.1.1.1 Tenured appointment;
  - 4.1.1.2 Tenurable appointment;
  - 4.1.1.3 Conditional tenurable appointment;
  - 4.1.1.4 Permanent laboratory instructor appointment;
  - 4.1.1.5 Limited-term appointment;
  - 4.1.1.6 Part-time, continuing part-time, continuing part-time clinical, or fixed-term part-time appointment.
- 4.1.2 Conditional tenurable, laboratory instructor, limited-term, and part-time appointments are not tenurable appointments.
- 4.1.3 The Board, at its discretion and expense, may require an applicant to undergo a medical examination prior to appointment.
- 4.1.4 All appointments of employees are subject to the approval of the Board.
- 4.1.5 At the time of initial appointment, it shall be the responsibility of an employee to furnish valid evidence, in writing, of experience and qualifications.
- 4.1.6 All employees shall be evaluated according to the existing policies and procedures in place for each category of appointment. Where such policies do not exist, the employee shall be evaluated as for tenured employees.

### 4.2 Appointment to Academic Rank

- 4.2.1 All appointments, excluding laboratory instructor and part-time, shall be made to one of the following ranks: Lecturer, Assistant Professor, Associate Professor or Professor.
- 4.2.2 Tenurable appointments shall normally be offered at the rank of Assistant Professor. However, if a candidate for a tenurable appointment has previously attained the rank of Associate Professor at an AUCC accredited, or equivalent, institution, then the selection committee may recommend appointment at the rank of Associate Professor to the Provost and Vice-President, Academic.
- 4.2.3 **Required Academic Credential**
  - 4.2.3.1 The required academic credential or its equivalent is the credential required for the granting of tenure.
  - 4.2.3.2 The minimum required academic credentials or equivalents for each program/discipline/area are those approved by General Faculties Council and the Board of Governors.
  - 4.2.3.3 The required academic credential or its equivalent shall be determined for each position as stipulated in Article 4.3.2. The required academic credential for a position may be higher than the minimum for the program/discipline/area.
- 4.2.4 Conditional tenurable appointments shall be offered at the rank of Lecturer for a maximum of three years in cases where the successful candidate does not possess the required academic credential or its equivalent.

- 4.2.4.1 Annual evaluations of conditional tenurable employees shall be conducted in conformity with the requirements of Article 10.4.
- 4.2.4.2 Promotion to the rank of Assistant Professor shall be automatic upon attainment of the required academic credential or its equivalent and shall take effect not later than one month following presentation of valid documentation to the Dean. The conditional tenurable appointment shall be converted to a tenurable appointment and the employee shall enter into a probationary period as outlined in Article 10.3. If the required academic credential or its equivalent was attained by 31 December, the probationary period shall commence on the preceding 15 August. If the required academic credential or its equivalent was attained after 31 December, the probationary period shall commence on the following 15 August.
- 4.2.4.3 Upon promotion to the rank of Assistant Professor, the employee may apply to have up to two years of conditional tenurable appointment credited towards the probationary period, as outlined in Article 10.3.7.
- 4.2.4.4 Under exceptional circumstances, and where the initial appointment was for two years or less, the Provost and Vice-President, Academic may extend the conditional tenurable appointment by one year.
- 4.2.5 Limited term appointments shall normally be at the rank of Assistant Professor. If the candidate has not attained the required academic credential or its equivalent the appointment shall be made at the rank of Lecturer.

### 4.3 Full-time Appointment Procedures

- 4.3.1 Academic units shall follow the *Guidelines for Hiring Faculty*, in addition to the procedures outlined in this Agreement.
- 4.3.2 Prior to posting a position, the Chair of the academic unit shall meet with the tenured and tenurable employees of the academic unit or discipline to discuss fully the qualifications, areas of expertise, teaching responsibilities, work pattern, anticipated rank of the appointment, and the required academic credential or its equivalent for the position in accordance with Article 4.2.3.
- 4.3.3 All positions shall be posted.
- 4.3.4 A selection committee shall be struck and normally shall be composed of:
  - 4.3.4.1 the Chair of the academic unit, who shall be chair of the selection committee. When the Chair of the academic unit is unable to chair the selection committee, the Dean shall designate a chair for the committee;
  - 4.3.4.2 two tenured employees of the academic unit where the vacancy occurs elected by the academic unit. In small academic units or disciplines, where necessary, tenured employees from a cognate department in the same Faculty or School may be elected;
  - 4.3.4.3 the Dean or designate;
  - 4.3.4.4 an employee, normally tenured, appointed by the Dean.
- 4.3.5 All applications shall be forwarded to the chair of the selection committee immediately following the close of the competition. The chair, in turn, shall make available to committee members all applications and supporting documents within seven (7) working days after the close of the competition.
- 4.3.6 The selection committee shall use the criteria listed in the position posting as a guide to evaluate applicants and develop a list of candidates to be interviewed.

- 4.3.7 The selection committee shall set the interview criteria, conduct the necessary interviews, arrange for candidates to meet, when possible, with members of the academic unit, and provide an opportunity for submissions of opinion from members of the academic unit on candidates they have met prior to formulating its recommendations.
- 4.3.8 Where possible, the committee's decision shall be reached by consensus and, if not possible, by a simple majority vote.
- 4.3.9 The chair of the selection committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of applicants. The committee shall make specific recommendations on the following:
- preferred candidate(s);
  - category of appointment;
  - rank;
  - work pattern;
  - placement on the salary schedule, in accordance with the provisions of Article 13.

The report shall also state whether the preferred candidate has attained the required academic credential or its equivalent for the position. The report shall be submitted to the Dean who shall forward it to the Provost and Vice-President, Academic.

#### 4.3.10 Appointment with Tenure

4.3.10.1 In exceptional circumstances, the selection committee, in consultation with the Tenure and Promotion Committee of the academic unit, may recommend appointment with tenure for a candidate who has achieved tenure at an AUCC accredited, or equivalent, institution. The chair of the selection committee shall request that the University Tenure and Promotion Committee meet, as expeditiously as possible, to discuss the selection committee's recommendation and to make its own recommendation to the Provost and Vice-President, Academic.

4.3.11 The Provost and Vice-President, Academic shall review the selection committee's report and recommendations for completeness of process and for conformity with appointment to rank and placement on the salary schedule guidelines and with the definitions of required academic credentials, and shall make a recommendation to the President.

4.3.12 The Provost and Vice-President, Academic's recommendation shall be forwarded with the selection committee's report to the President for consideration by the Board.

4.3.13 The Provost and Vice-President, Academic shall prepare a letter of appointment. The letter of appointment shall outline the nature and scope of the employee's duties and responsibilities, and shall specify the category of appointment, rank, confirmation of the required academic credential, where applicable, work pattern, and placement on the salary schedule, in accordance with the provisions of Article 13. Copies of the Collective Agreement between the Mount Royal Faculty Association and the Board of Governors and of the *Tenure and Promotion Guidelines* in effect on the date of commencement of appointment shall be included.

#### 4.4 Limited-term Appointment

4.4.1 Limited-term employees shall be hired by the appointment procedures outlined in Article 4.3 and appointed to an academic rank as specified in Article 4.2.5.

4.4.2 Where possible, the appointment shall become effective two weeks prior to commencement of an academic term.

4.4.3 Limited-term employees shall carry a full-time workload as determined in Article 14.

4.4.4 The appointment of limited-term employees shall be made only under one of the following categories, and that category shall be stipulated in the letter of appointment:

4.4.4.1 to replace tenured, tenurable, conditional tenurable or limited-term employees who are on professional leave or sabbatical, leave of absence, illness leave, mental or physical illness leave, administrative assignment, or to replace members who are on other continuous employment by the Board; whenever practicable, limited-term employees shall be hired to replace members who are on secondment and shall have an appointment equal to the probationary term of the secondee followed by an appointment equal to the remaining term of the secondment;

4.4.4.2 for positions on conditional funding or for special projects with conditional funding provided by agencies external to the Board, or by the Board;

4.4.4.3 for other limited-term appointments by the Board, the total number of which shall not exceed five percent (5%) of the total number of full-time equivalent tenured and tenurable positions. This category of limited-term appointments shall not be used for the appointment of Chairs.

4.4.5 A limited-term employee subsequently appointed as a tenurable employee may apply to have up to two years of limited-term (formerly term-certain) appointment credited towards the probationary period, as outlined in Article 10.3.7. Annual evaluations of limited-term employees shall be conducted in conformity with the requirements of Article 10.4. In the third or subsequent year of a limited-term employee's service, the employee may elect to be evaluated as per the policies and procedures in effect for part-time employees. However, such years shall not be credited toward any subsequent probationary period.

#### 4.5 **Cross-Appointments of Tenurable, Conditional Tenurable and Limited-term Employees**

4.5.1 Employees may be hired into a cross-appointed position.

4.5.2 One of the academic units shall be formally designated as the home academic unit.

4.5.3 The Dean(s) and Chairs of the home and cross academic units shall agree to the distribution of workload between the two academic units.

4.5.4 Employees hired into a cross-appointed position shall meet the required academic credential or its equivalent as determined by both academic units for the position in accordance with Article 4.2.3.

4.5.5 Selection Process

The provisions of Article 4.3, Full-time Appointment Procedures, shall apply with the following modifications:

4.5.5.1 Prior to posting the position, the Chair of each academic unit shall meet with the tenured and tenurable employees of the academic unit or discipline to discuss fully the qualifications, areas of expertise, teaching responsibilities, work pattern, anticipated rank of the appointment, and required academic credential or its equivalent. Following this, the two Chairs shall meet to finalize the requirements.

4.5.5.2 The home academic unit shall post the cross-appointed position.

4.5.5.3 A selection committee shall be struck and normally shall be composed of:

4.5.5.3.1 The Chair of the home academic unit, who shall be chair of the selection committee. When the Chair of the home academic unit is unable to chair the selection committee, the Dean of the home academic unit shall designate a chair for the committee.

4.5.5.3.2 One tenured employee elected from the home academic unit and one tenured employee elected from the cross academic unit. In small academic units or disciplines, where necessary, a tenured employee from a cognate academic unit in the same Faculty or School may be elected.

4.5.5.3.3 The Dean of the home academic unit, or designate.

4.5.5.3.4 An employee, normally tenured, appointed by the Dean of the cross academic unit.

4.5.5.4 The letter of appointment, in addition to the items stipulated in Article 4.3.13, shall designate the home and the cross academic units to which the member is appointed and shall include the distribution of workload between the home and cross academic units outlined in Article 4.5.3.

4.5.6 The detailed workload plan specified in Article 5.5.3 shall be determined by consultation between the Chairs and the employee, following consultation with the Dean(s). The detailed workload plan shall be completed by 15 September of the year of appointment and a copy shall be provided to the Provost and Vice President, Academic, the Dean(s), the Chairs of the home and cross academic units, and the employee.

#### **4.6 Cross-Appointments of Tenured Employees**

4.6.1 A tenured employee may apply for cross-appointment for a period of from three to five years.

4.6.2 Application shall be made in writing to the Chair no later than the eighth (8<sup>th</sup>) week of the Fall semester of the year prior to the academic year in which the proposed cross-appointment is to commence.

4.6.3 If approved, the employee's academic unit at the time of application shall be the home academic unit.

4.6.4 The Chairs and Dean(s) of the home and cross academic units shall meet to determine whether to recommend the cross-appointment to the Provost and Vice-President, Academic. A recommendation for cross-appointment must be unanimous.

4.6.4.1 In the event that the cross-appointment is not approved, the Provost and Vice President, Academic shall write a letter to the employee providing the reasons for the decision by 30 January of the academic year in which the application was made. A copy of this letter shall be sent to the Dean(s) and the Chairs of the home and cross academic units.

4.6.5 If the application for cross-appointment is recommended, the detailed workload plan specified in Article 5.5.3 shall be determined by consultation between the Chairs and the employee, following consultation with the Dean(s).

4.6.6 The recommendation for cross-appointment and the detailed workload plan shall be submitted to the Provost and Vice President, Academic, who shall make a decision no later than 15 January of the academic year in which the application was made.

4.6.6.1 In the event that the cross-appointment is not approved, the Provost and Vice President, Academic shall write a letter to the employee providing the reasons for the decision by 30 January of the academic year in which the application was made. A copy of this letter shall be sent to the Dean(s) and the Chairs of the home and cross academic units.

4.6.7 If the application for cross-appointment is approved by the Provost and Vice President, Academic, the cross-appointment shall commence on 15 August of the academic year after the year in which the application was made.

#### **4.7 Initial Part-time Appointment**

Initial Part-time Appointment

4.7.1 A standing part-time committee shall be struck and normally shall be composed of:

4.7.1.1 the Chair of the academic unit, who shall be chair of the standing committee. When the Chair of the academic unit is unable to chair the standing committee, the Dean shall designate a chair for

the committee;

- 4.7.1.2 whenever possible, at least two tenured employees elected by the academic unit or discipline. In small academic units, where necessary, tenured or tenurable employees from a cognate department in the same Faculty or School may be elected.
- 4.7.2 Prior to advertising available part-time positions, the Standing Part-time Committee shall meet as required and review the criteria for initial part-time appointment including but not limited to:
- academic credential or professional certification;
  - appropriate subject and professional expertise;
  - any applicable professional and teaching performance standards.
- 4.7.2.2 The criteria may include particular department and program needs and priorities including breadth of expertise and candidate availability, and any bona fide academic requirement appropriate to the appointment or to the delivery of the program.
- 4.7.2.3 The Committee shall create a rationale for the criteria or for any modifications to the criteria.
- 4.7.2.4 The Committee shall make its recommendations by consensus or failing consensus, by a two-thirds majority vote.
- 4.7.3 Upon receipt of the criteria and the rationale(s) from the Standing Part-time Committee, the Chair of the academic unit shall convene a meeting to which currently employed full-time and currently appointed part-time employees, and any part-time employees who have held appointments within the last eighteen (18) months are invited to a meeting for the purpose of reviewing the criteria for initial part-time appointment.
- 4.7.4 Whenever possible, the criteria shall be accepted by consensus, or failing consensus, by consensus minus one. The Chair shall prepare a summary of the meeting and forward it to the Dean with the recommended criteria and rationale.
- 4.7.4.1 When neither consensus nor consensus minus one can be achieved by the department, the recommendations of the standing committee, its rationale and a summary of the meeting outlining the reasons consensus was not achieved shall be forwarded to the Dean for decision.
- 4.7.4.2 If the Dean amends or rejects the recommended hiring criteria from the standing committee, a written rationale for the amendments or the rejection will be provided to the Chair, who shall make it available to an employee upon request.
- 4.7.5 All available initial appointments and the criteria outlined in Article 4.7.1 shall be posted, after allocation of part-time workload has been completed, as stipulated in Article 4.9.
- 4.7.6 The standing committee shall be provided with all applications and supporting documents, including the selection criteria developed by the academic unit and approved by the Dean.
- 4.7.7 When, due to unforeseen circumstances, a course/section must be assigned during the vacation period as stipulated in Article 15.1, the Chair may make initial appointments and shall report any such appointments to the standing part-time committee at the earliest opportunity.
- 4.7.8 The standing committee shall review all applications, conduct interviews if necessary, and develop a short list of candidates in order of priority according to the selection criteria developed by the academic unit and approved by the Dean.
- 4.7.8.1 The committee's decision shall be reached by consensus or, if not possible, by a two-thirds majority vote.
- 4.7.9 The chair of the standing committee shall prepare a written summary report containing a description of the procedures and criteria used by the Committee in its assessment of applicants and its recommendations for submission to the Dean for approval. In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.
- 4.7.10 Part-time employees shall be evaluated by the Chair of the academic unit or designate during the first

semester of the appointment.

#### 4.8 Reappointment of Part-time Employees

- 4.8.1 All currently appointed part-time employees, and part-time employees who have held contracts with Mount Royal University within the last eighteen (18) months are eligible to apply for available contracts, subject to the projected availability of courses for the period under consideration.
- 4.8.2 The Standing Part-time Committee shall meet annually to review the criteria for re- appointment including:
- academic credential or professional certification;
  - appropriate subject and professional expertise;
  - any applicable professional and teaching performance standards.
- 4.8.2.1 The criteria may include particular department and program needs and priorities including breadth of expertise and candidate availability, and any bona fide academic requirement appropriate to the appointment or to the delivery of the program.
- 4.8.2.2 The Committee shall create a rationale for the criteria or for any modifications to the criteria.
- 4.8.2.3 The Committee shall define “accumulated experience at Mount Royal that is satisfactory and relevant”. A rationale for the definition shall be stated.
- 4.8.2.4 The Committee shall make its recommendations by consensus or failing consensus, by a two-thirds majority vote.
- 4.8.3 Upon receipt of the re-appointment criteria, the definition of accumulated experience, and the rationales from the Standing Part-time Committee, but prior to asking the currently employed part-time employees whether they wish to be considered for employment, the Chair of the academic unit shall convene a meeting to which currently employed full-time and currently appointed part-time employees, and any part-time employees who have held appointments within the last eighteen (18) months, are invited for the purpose of reviewing the criteria for re-appointment.
- 4.8.4 Whenever possible, the criteria shall be accepted by consensus, or if not possible, by consensus minus one employee. The Chair shall prepare a summary of the meeting and forward it to the Dean with the recommended criteria, the definition of accumulated experience and the rationales.
- 4.8.4.1 When neither consensus nor consensus minus one can be achieved by the department, the recommendations of the Part-time Hiring Committee, its rationale and a summary of the meeting outlining the reasons consensus was not achieved shall be forwarded to the Dean for decision.
- 4.8.4.2 If the Dean amends or rejects the recommended hiring criteria from the Part-time Hiring Committee, a written rationale for the amendments or the rejection will be provided to the Chair, who shall make it available to employees upon request.
- 4.8.5 No later than 15 May or the tenth week of the Fall or Spring Semester, as appropriate, the Chair shall post the available courses projected for the following semester, along with the reappointment criteria, and ask currently employed part-time employees in the academic unit which courses and how many sections they wish to be considered for.
- 4.8.6 Eligible part-time employees shall notify the Chair in writing of their desired teaching load and their application for reappointment shall be considered by the Standing Part-time Committee.
- 4.8.7 The standing part-time committee shall be provided with all applications and supporting documents, including the reappointment criteria developed by the academic unit and approved by the Dean.
- 4.8.8 The standing committee shall review all applications and, based on the reappointment criteria, determine if the applicants are:

- eligible for reappointment;
- eligible for reappointment with conditions;
- ineligible for reappointment.

4.8.8.1 The committee's decision shall be reached by consensus or, if not possible, by a two-thirds majority vote.

4.8.9 Currently employed part-time employees who are ineligible for reappointment or who are eligible for reappointment with conditions shall be advised in writing of the conditions for reappointment, or where applicable, of the reasons for ineligibility.

4.8.10 A seniority list based on accumulated experience as defined in Article 4.8.2.3 of eligible part-time employees shall be compiled under the direction of the Chair, and shall be available to employees upon request.

4.8.10.1 Fixed-Term Part-time appointed employees seeking to teach an overload in accordance with Article 14.15 shall fall under the seniority provisions of Article 4.11.11.2.

#### 4.9 Allocation of Workload for Part-time Employees

4.9.1 The standing part-time committee specified in Article 4.7.3 shall review the applications of all eligible part-time employees along with the seniority list based on the definition of accumulated experience at Mount Royal that is both satisfactory and relevant as stipulated in Article 4.8.2.3.

4.9.2 The standing committee shall create an allocation list of candidates in order of priority according to the reappointment criteria and the seniority list.

4.9.2.1 When all other qualifications are deemed equal, accumulated experience at Mount Royal that is both satisfactory and relevant shall be the determining factor in making a decision.

4.9.2.2 The committee's decision shall be reached by consensus or, if not possible, by a two-thirds majority vote.

4.9.3 When, due to unforeseen circumstances, a course/section must be allocated during the vacation period, the Chair may make such allocations subject to Article 4.9.2 and shall report any such allocations to the standing committee at the earliest opportunity.

4.9.4 The chair of the standing committee shall prepare a written summary report which contains the committee's recommendations and submit it to the Dean for approval. In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.

4.9.5 Once allocation is complete, initial appointments may proceed as outlined in Article 4.7.

4.9.6 Reappointed part-time employees shall schedule a student evaluation of instruction for at least one of the allocated courses.

4.9.7 The Chair or designate shall conduct a peer evaluation every 36 months.

#### 4.10 Continuing Part-time Appointment

4.10.1 Continuing Part-time Appointment

4.10.1.1 A part-time employee who has completed four (4) semesters of part-time employment within the last thirty-six (36) months shall be eligible for a continuing part-time appointment with the opportunity for reappointment. The Dean shall consult with the Chair to make decisions regarding the establishment of continuing part-time contracts.

4.10.1.2 Continuing part-time appointments shall be made in accordance with the Initial Part-time Appointment procedures as described in Articles 4.7.1, 4.7.3, 4.7.6, 4.7.7 and 4.9.2.1.

4.10.1.3 Initial appointment and reappointment to continuing part-time contracts shall be subject to:

4.10.1.3.1 projected availability of courses for the period under consideration;

4.10.1.3.2 qualifications as specified in the selection criteria;

4.10.1.3.3 satisfactory performance (including an evaluation in accordance with Article 4.9.7);

4.10.1.3.4 the period of appointment shall not exceed twenty-four (24) months and shall commence in the Fall semester.

4.10.1.4 Number of hours per contract:

4.10.1.4.1 A continuing part-time instructor appointment shall be for employment of no less than two hundred and forty (240) scheduled instructional course hours in an academic year, at least ninety-six (96) of which must be in the Fall Semester;

4.10.1.4.2 When a librarian is employed in a continuing part-time appointment, then the continuing part-time contract shall apply for employment of no less than twenty-five (25) hours per week in each semester;

4.10.1.4.3 When a counsellor is employed in a continuing part-time appointment, then the continuing part-time contract shall apply for employment of no less than ninety-five (95) hours per semester;

4.10.1.4.4 When a continuing part-time appointment consists of laboratory based instruction, then the continuing part-time contract shall apply for employment of no less than twenty-five (25) hours per week in each semester.

4.10.1.4.4.1 When a part-time employee employed as an instructor does not have sufficient scheduled instructional course hours to qualify for benefits, then he/she may combine scheduled instructional course hours with laboratory hours as outlined in Article 16.8.1.5.

#### 4.10.2 Continuing Part-time Clinical Appointment

4.10.2.1 Continuing part-time clinical appointments shall be made in accordance with the Initial Part-time Appointment procedures as described in Articles 4.7.1, 4.7.3, 4.7.6, 4.7.7 and 4.9.2.1.

4.10.2.2 Initial appointment and reappointment to continuing part-time clinical contracts shall be subject to:

4.10.2.2.1 projected availability of clinical courses for the period under consideration;

4.10.2.2.2 qualifications as specified in the selection criteria;

4.10.2.2.3 satisfactory clinical instructor performance including an evaluation by a full-time employee at least once each year for the first two (2) years of the first continuing part-time clinical appointment and every two (2) years thereafter while in a continuing part-time clinical appointment;

4.10.2.2.4 continuing part-time clinical appointments shall be for a maximum of two (2) years with the opportunity for reappointment. The Director, School of Nursing shall consult with the Chair, Bachelor of Nursing to make decisions regarding the establishment of continuing part-time clinical appointments;

4.10.2.2.5 continuing part-time clinical appointments or reappointments may commence in the Fall, Winter or Spring semester.

4.10.2.3 Number of hours per contract:

4.10.2.3.1 A continuing part-time clinical appointment shall be for employment of no less than two hundred and forty (240) clinical hours in an academic year.

4.10.3 Eligibility for benefits as per Article 16.8.3 shall begin immediately upon commencement of the appointment to a continuing part-time or continuing part-time clinical contract.

4.10.3.1 Continuing part-time and continuing part-time clinical employees must be insured under the University's basic life insurance, extended health care and dental plans. Such employees may opt out of extended health care and dental care if they have coverage for these benefits under another group plan.

4.10.3.2 The total cost of benefits premiums for benefits identified in Article 16.8.3 shall be shared between the Board and continuing part-time and continuing part-time clinical employees as stated in Article 16.8.5.1.

4.10.4 Compensation for continuing part-time and continuing part-time clinical contracts shall be prorated over twelve (12) months and shall be paid in accordance with Article 13.4.2.

4.10.5 Employees appointed to continuing part-time or continuing part-time clinical contracts may accept additional part-time contracts, subject to the maximum instructional load in accordance with Article 14.15. These contracts shall be treated as separate part-time contracts for the purposes of compensation.

4.10.6 A continuing part-time or continuing part-time clinical contract can be terminated under any one of the following conditions:

4.10.6.1 by the Board or the employee providing eight (8) weeks' notice in writing with reasons;

4.10.6.2 by mutual agreement at any time.

#### 4.11 **Fixed-term Part-time Appointment**

4.11.1 The Board shall make available a total of 25 Fixed-term Part-time appointments across the University.

These appointments shall be for part-time employees who normally teach 384 or more SICH across the University annually (including the Spring semester), 160 or more of which are in the Fall semester.

4.11.2 A part-time employee who has satisfied all of the following criteria shall be eligible for a Fixed-term Part-time appointment with the opportunity for reappointment:

- i. has completed four (4) semesters of part-time employment within the last thirty-six (36) months;
- ii. has normally taught 384 or more SICH in previous academic years (including the Spring semester);
- iii. is projected to teach 160 or more SICH in the Fall semester;
- iv. is at Step 4 or higher of the Part-time Employee Salary Grid in Article 13.3.

4.11.2.1 Former employees who have retired from the University and are rehired into a part-time appointment shall not be eligible for this appointment.

4.11.3 An initial fixed-term part-time appointment shall be made in accordance with the eligibility criteria in Article 4.11.2 and with the Initial Part-time Appointment procedures as described in Article 4.7, with the exception of 4.7.5 and 4.7.8.

4.11.4 Initial appointment to fixed-term part-time appointments shall be subject to:

- 4.11.4.1 Qualifications as specified in the selection criteria.
- 4.11.4.2 The period of appointment shall not exceed thirty six (36) months, shall indicate a start and an end date, and shall commence in the Fall semester.
- 4.11.5 Number of hours per contract:
- 4.11.5.1 A fixed-term part-time appointment shall be for employment of no less than three hundred and eighty four (384) scheduled instructional course hours in an academic year (Spring Semester included) as assigned by the Chair, at least one hundred and sixty (160) of which must be in the Fall Semester;
- 4.11.5.2 When a librarian is employed in a Fixed-term Part-time appointment, then the contract shall apply for employment of no less than twenty-five (25) hours per week in each semester;
- 4.11.5.3 When a counsellor is employed in a Fixed-term Part-time appointment, then the contract shall apply for employment of no less than one hundred and ninety (190) hours per semester.
- 4.11.6 Where the teaching workload crosses academic units, a detailed workload plan shall be determined each year by consultation between the Chair(s) and employee following consultation with the Dean(s).
- 4.11.7 Evaluation during a fixed-term part-time appointment shall consist of:
- a chair/peer teaching evaluation in the first year of the appointment;
  - a peer teaching evaluation each subsequent year of the appointment; and
  - at least one student evaluation of instruction each semester of the appointment.
- 4.11.8 Eligibility for benefits as per Article 16.8.3, in addition to pension, shall begin immediately upon commencement of the Fixed-term Part-time appointment.
- 4.11.8.1 Participation in the Local Authorities Pension Plan in accordance with LAPP regulations is optional.
- 4.11.8.2 Employees shall be insured under the University's basic life insurance, extended health care and dental plans. Such employees may opt out of extended health care and dental care if they have coverage for these benefits under another group plan.
- 4.11.8.3 The total cost of benefits premiums for the benefits identified in Article 16.8.3 shall be shared between the Board and the employee as stated in Article 16.8.5.1.
- 4.11.9 Compensation for employees on Fixed-term Part-time appointments shall be prorated over twelve (12) months and shall be paid in accordance with Article 13.4.2.
- 4.11.10 Employees appointed to Fixed-term Part-time appointments shall receive \$400 each year of the contract pre-allocated from the Part-time Professional Development Fund as outlined in Article 18.7.4. Unused funds can accumulate for up to four years.
- 4.11.11 Employees appointed to Fixed-term Part-time appointments shall normally have the workload of 384 SICH distributed across the fall and winter semesters. Additional part-time contracts shall be considered an overload and subject to the maximum instructional load provisions in Article 14.15. There shall be a written workplan distributing the 384 SICH across the academic year.
- 4.11.11.1 Workplans that fall outside of the parameters of 4.11.11 shall be arranged and agreed to between the Chair and employee with approval of the Dean. Should an agreed to workload plan include the Spring semester, any additional part-time workload in the Fall or Winter semester shall first be applied towards the employee's workload of 384 SICH. The workload plan shall be amended to reflect this change.
- 4.11.11.2 Fixed-term Part-time appointed employees may accept an overload part-time contract in the

fall and/or winter semester and shall be eligible to compete after all other part-time workloads have been allocated. Fixed-term part-time appointed employees who accept additional part-time contracts beyond annual 384 SICH in the spring semester do not require Dean's approval and will be allocated in accordance with their seniority standing.

4.11.11.3 In all cases, contracts above the annual 384 SICH shall be treated as separate part-time contracts for the purposes of compensation and shall not be pension eligible.

4.11.12 A Fixed-term Part-time appointment can be terminated under any one of the following conditions:

4.11.12.1 Either the Board or an employee may terminate the employee's appointment by written notice of termination specifying the reasons in full.

4.11.12.2 In the case of termination by the Board, Articles 4.12.2 through 4.12.5 and 4.12.7 shall apply.

4.11.12.3 Pursuant to Article 4.11.12.1, an employee may terminate employment by giving notice to the Board no later than 15 March.

4.11.12.4 A Fixed-term Part-time appointment may terminated by mutual consent at any time.

#### **4.12 Termination of Tenurable and Conditional Tenurable Employees**

4.12.1 Either the Board or an employee may terminate the employee's appointment during the probationary period or the conditional tenurable appointment by written notice of termination specifying the reasons in full.

4.12.2 The Dean, in consultation with the Chair, shall recommend the termination of the employee's appointment to the appropriate Vice-President.

4.12.3 Notice of termination to an employee in the first year after the initial appointment shall be given no later than five (5) working days after the last day of final examinations in either the Fall or Winter Semester and the employee shall receive one (1) month's notice or one (1) month's annual salary and accrued vacation pay (as specified in Article 15.4) in lieu of notice.

4.12.4 Notice of termination to an employee in the second year after the initial appointment shall be given no later than five (5) working days after the last day of final examinations in either the Fall or Winter Semester and the employee shall receive two (2) months' notice or two (2) months' annual salary and accrued vacation pay (as specified in Article 15.4) in lieu of notice.

4.12.5 Notice of termination to an employee in the third year after the initial appointment shall be given no later than five (5) working days after the last day of final examinations in either the Fall or Winter Semester and the employee shall receive three (3) months' notice or three (3) months' annual salary and accrued vacation pay (as specified in Article 15.4) in lieu of notice.

4.12.6 Notice of termination to an employee in the fourth or subsequent year after the initial appointment shall be given no later than 31 December. The employee shall receive four (4) months' notice or four (4) months' annual salary and accrued vacation pay (as specified in Article 15.4) in lieu of notice.

4.12.7 If an employee is not notified of the termination of employment as specified in Articles 4.12.1 and 4.12.3 or 4.12.4 or 4.12.5 or 4.12.6, that employee shall be considered to be appointed for the subsequent semester.

4.12.8 Pursuant to Article 4.12.1, an employee may terminate employment by giving notice to the Board no later than 15 March.

4.12.9 A probationary appointment may be terminated by mutual consent at any time.

#### **4.13 Termination of Tenured Employees**

The appointment of employees who have been granted tenure shall continue until termination for one of the following reasons:

- 4.13.1 At any time by mutual consent;
- 4.13.2 By the employee giving notice of resignation in writing not later than 1 March in any year to be effective on 14 August of that year;
- 4.13.3 Upon the employee being declared redundant pursuant to Article 4.14.1;
- 4.13.4 Dismissal for just cause pursuant to Article 4.15.

#### **4.14 Redundancy, Compensation and Recall of Tenured Employees**

- 4.14.1 A tenured employee may be declared redundant due to changes in curriculum, courses or programs, technological change, reduction in the academic unit, reorganization of work, insufficient enrolment, or upon an order or directive of the appropriate ministry that it is necessary to cancel courses of instruction.
- 4.14.2 In determining which employee will be declared redundant within an academic unit, the Board shall consider the qualifications, experience, and competence of those employees, and when those factors are considered by the Board to be relatively equal among two or more employees, the decision as to which employee is to be declared redundant shall be governed by each employee's relative length of continuous service with the Board, including any authorized leaves.
- 4.14.3 An employee declared redundant shall receive notice to that effect no later than five (5) working days after the last day of final examinations in either the Fall or Winter Semester and shall receive four (4) months' notice of termination of employment or four (4) months' annual salary and accrued vacation pay (as specified in Article 15.4) in lieu of notice.
- 4.14.4 An employee declared redundant shall be compensated within sixty (60) days of the last day of service in the following manner:
  - 4.14.4.1 an employee who has five (5) or fewer years of service at Mount Royal University shall receive an amount equivalent to ten (10) months of pay. This pay shall be based upon the employee's grid placement as of 14 August of that year.
  - 4.14.4.2 an employee who has more than five (5) years of service at Mount Royal University shall receive the amount specified in Article 4.14.4.1 and the sum equivalent to 0.7 months of pay for every year or portion thereof of service beyond five (5) years. The maximum compensation under Article 4.14.4 may not exceed twenty-five (25) months.
- 4.14.5 If within a three (3) year period after which the employee's appointment was terminated pursuant to Article 4.14.1, enrolment increases and justifies the hiring of additional staff in the discipline of the terminated employee, the employee shall, subject to the prior approval of the University Tenure and Promotion Committee, have first option for that position. Any severance pay, paid to an employee who is subsequently rehired, shall be repaid to the Board proportionately. The amount to be repaid shall be based on the difference between the number of months of compensation received and the number of months the employee was absent from the University.
- 4.14.6 An employee declared redundant shall have the right to grieve such redundancy according to Article 20 of the Agreement.

#### **4.15 Suspension and Dismissal**

- 4.15.1 Notwithstanding anything herein otherwise contained:
  - 4.15.1.1 the President or designate may summarily suspend, and

- 4.15.1.2 the Board may summarily dismiss any employee at any time for just cause.
- 4.15.2 A notice in writing setting out the specific grounds for such action shall be delivered to the employee; at this time, such suspension or dismissal becomes effective.
- 4.15.3 An employee receiving notice of dismissal or suspension shall have the right to grieve such dismissal or suspension according to Article 20 of the Agreement.
- 4.15.4 An employee shall be entitled to salary during the term of suspension.

## **ARTICLE 5 – CROSS-APPOINTMENTS**

- 5.1 A cross-appointed employee shall be appointed in accordance with Article 4.5 or Article 4.6 to two academic units, referred to as the home academic unit and the cross academic unit.
- 5.2 For a cross-appointed employee, all references to Chair and Dean in this Agreement shall be to the Chair and Dean of the home academic unit, except as modified in this Article.
- 5.3 Where the home academic unit and the cross academic unit are in the same Faculty or School, all references to Deans in this Article shall be to a single Dean.
- 5.4 The home academic unit shall be responsible for the principal office space. The cross academic unit shall provide the working conditions required by the cross-appointed employee to fulfill his/her workload responsibilities in the cross academic unit. This may include shared office space for office hours and access to support staff services, equipment and supplies.
- 5.5 **Workload**
  - 5.5.1 The workload of a cross-appointed employee shall be equivalent to the workload of an employee who is not cross-appointed.
  - 5.5.2 Workload shall be assigned by consultation between the Chairs and the members of the home and cross-academic units, following consultation with the Deans.
  - 5.5.3 A detailed workload plan outlining the instructional, or equivalent, workload and the service responsibilities in the home academic unit and in the cross academic unit shall be signed by the employee, the Chairs and the Deans.
    - 5.5.3.1 The initial workload plan, agreed to in accordance with Article 4.5.6 or Article 4.6.5, shall be revised annually, where necessary, no later than 1 June for the following academic year. A revised workload plan shall be signed by the employee, the Chairs and the Deans.
  - 5.5.4 A cross-appointed employee may apply for reassigned time, as described in Article 14.9, to the Dean of the home academic unit and/or to the Dean of the cross academic unit. An application shall be copied to the other Dean.
    - 5.5.4.1 If applications are made to both Deans, the Deans shall collaborate in making the decisions regarding reassigned time.
  - 5.5.5 A cross-appointed employee shall be a full participating member of both the home academic unit and the cross academic unit.
    - 5.5.5.1 A cross-appointed employee shall be eligible to stand for election to UTPC to represent only the home academic-unit, unless otherwise agreed.
- 5.6 **Changing Work Patterns**
  - 5.6.1 When a tenured cross-appointed employee plans to change work patterns pursuant to Article 14.8, written

notice shall be provided to both Chairs and Deans.

- 5.6.2 When a tenured cross-appointed employee member opts to change to the Teaching-Service work pattern before the end of an initial three-year term in the Teaching-Scholarship-Service work pattern pursuant to Article 14.5.4, both Deans must approve the change.

## 5.7 Faculty Development Committee Applications

- 5.7.1 A cross-appointed employee shall be eligible to apply to the Faculty Development Committee of both the home and the cross academic units for professional development funding.

## 5.8 Leave Applications

- 5.8.1 Leave applications shall be submitted to the Chair of the home academic unit, with a copy to the Chair of the cross academic unit.

## 5.9 Evaluations

- 5.9.1 Student evaluations of instruction shall be conducted in courses offered by both the home academic unit and the cross academic unit.

- 5.9.2 Where a cross-appointed employee is engaged in scholarship, the home and cross academic units shall ensure that relevant criteria and standards are clearly articulated, especially when the criteria and standards applied in the two academic units differ.

### 5.9.3 Tenure Evaluations and Recommendations

- 5.9.3.1 The Chair and Dean of the home academic unit shall lead the evaluation process for tenurable, conditional tenurable and limited term cross-appointed employees.

- 5.9.3.2 The Chair of the home academic unit shall consult with the Chair of the cross academic unit to ensure that peer evaluations are conducted by tenured peers from, and in courses offered by, both the home academic unit and the cross academic unit.

- 5.9.3.3 The detailed work plan, as specified in Article 5.5.3, for the current year shall be attached to the Annual Report and included in the tenure dossier.

- 5.9.3.4 A joint Tenure and Promotion Committee, as defined in Article 9.3, representing both the home and cross academic units shall be established. Normally the committee would be co-chaired by the chairs of the home and cross academic unit TPCs. The joint TPC shall forward the materials specified in Articles 10.4, 10.5 and 10.7 to both Deans.

- 5.9.3.5 The Deans shall respond jointly to a recommendation from the joint TPC to meet with the employee as outlined in Article 10.4.11. The Deans shall write a joint mid-term tenure evaluation and a joint final tenure review and recommendation to the University Tenure and Promotion Committee.

### 5.9.4 Performance Review of Tenured Employees

- 5.9.4.1 The detailed work plan, as specified in Article 5.5.3, for the current year shall be attached to the Annual Report.

- 5.9.4.2 The Annual Report shall be submitted to both Deans, with a copy to both Chairs.

- 5.9.4.3 The Deans shall respond jointly to the Annual Report, in accordance with the terms of Article 12.3.2.

- 5.9.4.4 If either or both Deans deem the employee's performance to be not satisfactory, the Deans, in

consultation with the Chairs and the employee, may develop a performance plan as outlined in Article 12.3.2.1.1. The performance plan shall be communicated to the employee in person and in writing, with a copy to both Chairs. A copy of the performance plan shall be placed on the employee's file in both Dean's offices by 15 September.

5.9.4.5 Should a performance plan be deemed appropriate and if either or both Deans determine in the following year's review that the performance, as per the performance plan, is not satisfactory, then a joint Faculty Review Committee, consisting of three members from each of the home and the cross Faculty Review Committees and chaired by the Chair of the home Faculty Review Committee, shall be established.

5.9.4.6 In applying all other provisions of Article 12.3.2, references to Dean shall be to both Deans and references to Chair shall be to both Chairs.

## 5.10 Promotion

5.10.1 A joint Tenure and Promotion Committee, as outlined in Article 5.9.3.4, shall make recommendations on applications for promotion to the rank of Professor.

## 5.11 Change of Home Academic Unit

5.11.1 A tenured or tenurable cross-appointed employee may request to have the cross academic unit designated as the home academic unit after the initial appointment.

5.11.2 The request shall be made in writing, setting out the reasons, to both Chairs no later than the eighth (8<sup>th</sup>) week of the Fall semester of the year prior to the academic year in which the requested change is to take effect.

5.11.3 The Chairs and Deans of the home and cross academic units shall meet to determine whether to recommend the change of home academic unit to the Provost and Vice President, Academic. A recommendation for change of home academic unit must be unanimous.

5.11.3.1 In the event that the change of home academic unit is not recommended, the Dean of the home academic unit shall write a letter to the employee providing the reasons for the decision by 15 December of the academic year in which the request was made.

5.11.4 The Provost and Vice-President, Academic shall convey a decision, in writing, to the employee by 15 January of the academic year in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross academic units.

5.11.5 If the request for change of home academic unit is approved, the employee shall become a member of the new home academic unit effective 15 August of the academic year after the year in which the request was made.

## 5.12 Opting out of Cross-Appointment

5.12.1 A tenurable employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the probationary period.

5.12.2 A conditional tenurable or limited-term employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the appointment.

5.12.3 Under exceptional circumstances, any cross-appointed employee may request to opt out of the cross-appointment. Approval shall not normally be withheld.

5.12.4 A request to opt out of a cross-appointment shall be made in writing, setting out the reasons, to both Chairs no later than the eighth (8<sup>th</sup>) week of the Fall semester of the year prior to the academic year in which the requested change is to take effect.

- 5.12.5 The Chairs and Deans of the home and cross academic units shall meet to discuss the request to opt out and shall forward the employee's request, along with their recommendation, to the Provost and Vice President, Academic by 15 December of the academic year in which the request was made.
- 5.12.6 The Provost and Vice-President, Academic shall convey a decision, in writing, to the employee by 15 January of the academic year in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross academic units.
- 5.12.7 If the request to opt out of the cross-appointment is approved, the employee shall become a full-time member of the home academic unit effective 15 August of the academic year after the year in which the request was made.

#### **5.13 Continuation of Cross-Appointment**

- 5.13.1 A tenurable employee hired into a cross-appointed position shall normally continue in the cross-appointment after being granted tenure. If the employee wishes to opt out of the cross-appointment after being granted tenure, then the provisions of Article 5.12 apply.
- 5.13.2 A tenured employee cross-appointed under Article 4.6 may apply to extend the cross-appointment for a further period of three to five years, subject to the provisions of Article 4.6. Such application shall be made to both Chairs no later than the eighth (8<sup>th</sup>) week of the Fall semester of the final year of the cross-appointment.

#### **5.14 Termination of Cross-Appointment**

- 5.14.1 Should the need for a cross-appointment end, the employee shall become a full-time member of either the home academic unit or the cross academic unit.

### **ARTICLE 6 – LABORATORY INSTRUCTOR**

Laboratory instructors support the work of an academic unit through laboratory instruction and related duties.

#### **6.1 Categories and Levels of Appointment**

- 6.1.1 Laboratory instructors are appointed by the Board in one of the following categories:

- 6.1.1.1 Permanent appointment with probationary period;
- 6.1.1.2 Limited-term appointment;
- 6.1.1.3 Part-time appointment.

For clarity in this article, permanent refers to a permanent appointment for which the probationary period has been completed in accordance with Article 6.8 and full-time refers to permanent or a permanent appointment for which the probationary period has not yet been completed.

- 6.1.2 Permanent appointments with probationary period and limited-term appointments are made at one of the following levels, based on the duties and responsibilities outlined in Article 6.5:

- 6.1.2.1 Laboratory Instructor L1;
- 6.1.2.2 Laboratory Instructor L2.

#### **6.2 Laboratory Instructor Standing Committee**

An academic unit appointing full-time or limited-term laboratory instructors shall establish a standing committee for

the appointment and evaluation of said laboratory instructors. The standing committee normally shall be composed of:

- 6.2.1 the Chair of the academic unit, who shall be chair of the standing committee. When the Chair of the academic unit is unable to chair the standing committee, the Dean shall designate a chair for the committee;
- 6.2.2 where possible, at least two tenured employees elected annually by the academic unit;
- 6.2.3 where necessary, as determined by the Dean in consultation with the Chair, one tenured employee from a cognate academic unit elected or appointed annually;
- 6.2.4 where possible, a permanent Senior Laboratory Instructor elected annually by the academic unit.

### 6.3 **Part-time Laboratory Instructors**

- 6.3.1 Part-time laboratory instructors are governed by the part-time employee provisions of this Collective Agreement.

### 6.4 **Appointment Procedures for Full-time and Limited-term Laboratory Instructors**

- 6.4.1 Initial appointments at the Laboratory Instructor L1 or Laboratory Instructor L2 level shall be either permanent with a probationary period of two years or limited-term.
- 6.4.2 For Laboratory Instructors at the L1 level, there shall be no automatic promotion to the Laboratory L2 level. Should a Laboratory Instructor L2 position become available there shall be an open competition according to the provisions of Article 6.4.
- 6.4.3 For permanent appointments with a probationary period of two years, previous part-time hours will not count toward the probationary period.
- 6.4.4 Limited-term appointments shall be for a term of up to two years and shall normally be made only to replace a permanent laboratory instructor, because funding is conditional, or to pilot a laboratory instructor position in a new discipline.
- 6.4.5 Prior to posting a position, the Chair of the academic unit shall meet with all members of the academic unit or discipline to develop the duties and responsibilities of the position, determine the level as Laboratory Instructor L1 or Laboratory Instructor L2, and develop the selection criteria, including, but not limited to, the following:
  - academic credential or professional certification;
  - appropriate subject and professional expertise;
  - any applicable professional and teaching performance standards.

The recommended duties and responsibilities, the level and the selection criteria shall be forwarded to the Dean for approval.

- 6.4.6 The position shall be posted, along with the duties and responsibilities, the level and the selection criteria.
- 6.4.7 The Laboratory Instructor Standing Committee shall serve as the selection committee. All applications shall be forwarded to the chair of the selection committee immediately following the close of the competition. The chair, in turn, shall make available to committee members all applications and supporting documents, including the duties and responsibilities, the level and the selection criteria developed by the academic unit and approved by the Dean pursuant to Article 6.4.5.
- 6.4.8 The standing committee shall use the selection criteria as a guide to evaluate applicants and develop a list of applicants to be interviewed, conduct the interviews, and formulate its recommendations.
  - 6.4.8.1 Where possible, the committee's decisions shall be reached by consensus and, if not

possible, by a simple majority vote.

6.4.9 The chair of the standing committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of applicants. The committee shall make specific recommendations on the following:

- preferred candidate(s);
- category and level of appointment;
- term, if a limited-term appointment;
- placement on the salary schedule, in accordance with the provisions of Article 6.6.

The report shall also contain a description of the duties and responsibilities of the position. The report shall be submitted to the Dean who shall forward it to the Provost and Vice-President, Academic.

6.4.10 The Provost and Vice-President, Academic shall review the standing committee's report and recommendations for completeness of process and for conformity with grid placement guidelines, and shall make a recommendation to the President for consideration by the Board.

6.4.11 The Provost and Vice-President, Academic shall prepare a letter of appointment. The letter of appointment shall outline the nature and scope of the employee's duties and responsibilities, and shall specify the category and term of appointment, level as Laboratory Instructor L1 or Laboratory Instructor L2, and placement on the salary schedule, in accordance with the provisions of Article 6.6. A copy of the Collective Agreement between the Mount Royal Faculty Association and the Board of Governors shall be included.

## 6.5 **Workload for Full-time and Limited-term Laboratory Instructors**

6.5.1 The distribution of duties may vary among disciplines and individuals.

6.5.2 The duties of a Laboratory Instructor (L1) include, but are not limited to, the following:

- laboratory instruction, including preparation and marking;
- modifying and updating existing laboratory experiments, exercises and manuals, if applicable;
- service to the department related to laboratory instruction.

6.5.3 The duties of a Laboratory Instructor (L2) include, but are not limited to, the following:

- laboratory instruction, including preparation and marking;
- contributing to the development of laboratory experiments, exercises and manuals by consulting with lecture instructors on the design of experiments, testing experiments, and proposing revisions based on the results of testing;
- investigating teaching methods and equipment for use in laboratories;
- directing and mentoring Laboratory Instructors and part-time laboratory instructors;
- act as liaison between Laboratory Instructors and course coordinators to help maintain consistent course standards in terms of instruction and grading.
- service to the department.

6.5.4 A Laboratory Instructor (L1) shall normally teach between 900 and 1080 (20-24 sections) scheduled instructional course hours of laboratory instruction annually. A Laboratory Instructor (L2) shall normally teach between 630 and 900 (14-20 sections) scheduled instructional course hours of laboratory instruction annually. Teaching during the Spring semester may be required.

6.5.4.1 Exceptions for instructional workload outside of these ranges shall require the prior approval of the Dean.

6.5.5 Workload shall be assigned by the Chair, following consultation with the members of the academic unit and the Dean.

- 6.5.6 The workload assignment shall be appealable pursuant to Article 14.12.
- 6.5.7 Laboratory instructors shall not be eligible for reassigned time as provided for by Article 14.9.
- 6.5.8 Laboratory instructors shall be eligible to accept part-time instructional contracts for extra compensation, subject to approval by the Dean, following consultation with the Chair of the academic unit.

**6.6 Salary Schedules for Full-time and Limited-term Laboratory Instructors**

6.6.1 The salary schedules effective July 1, 2010 – June 30, 2012 are:

Laboratory I			
Step	Salary		
1	52,000		
2	53,716		
3	55,489		
4	57,320	Laboratory II	
5	59,212	Step	Salary
6	61,166	1	61,166
		2	63,184
		3	65,269
		4	67,423
		5	69,648
		6	71,946

6.6.2 Laboratory Instructors shall be placed on the Laboratory I salary schedule and Laboratory Instructors II shall be placed on the Laboratory II salary schedule.

6.6.2.1 The maximum initial placement shall be Step 4.

6.6.3 Placement on step shall be recommended by the standing committee as follows:

Initial placement shall be calculated on the basis of one (1) step on the salary schedule for each year of relevant full-time teaching experience, up to the maximum stipulated in Article 6.6.2.1.

Partial years of relevant teaching experience may be considered by the standing committee in calculating placement on the salary grid.

The Provost and Vice-President, Academic shall provide a report to the Association on the category and level of appointment, academic credential or professional certification, and placement on the salary schedule for all newly-hired full-time and limited-term laboratory instructors by 1 September. This information shall be kept confidential in keeping with the requirements of F.O.I.P.

6.6.4 Movement to the next higher step on the salary grid, up to the maximum number of steps, shall follow completion of any one year's service with the Board. This shall take effect on 1 July or 1 January, whichever is closer to the employee's anniversary date.

**6.7 Evaluation of Probationary and Limited-term Laboratory Instructors**

6.7.1 Permanent laboratory instructors in the probationary period and limited-term laboratory instructors shall submit a Laboratory Instructor Annual Report to the Dean with a copy to the Chair no later than three (3) working days following the end of the Winter semester final examination period.

6.7.2 Permanent laboratory instructors in the probationary period and limited-term laboratory instructors shall be evaluated annually as follows:

6.7.2.1 two student evaluations of instruction, in different courses where possible, in each of the Fall and Winter semesters;

6.7.2.2 an evaluation by the Chair or designate in the Fall semester;

- 6.7.2.3 an evaluation by a tenured member of the academic unit who is not a member of the Laboratory Instructor Standing Committee in the Winter semester;
- 6.7.2.4 for a Senior Laboratory Instructor, a survey administered to the Laboratory Instructors and part-time laboratory instructors that s/he directed and mentored during the year;
- 6.7.2.5 an annual evaluation conducted by the Laboratory Instructor Standing Committee during May. It shall be an evaluation of the employee's performance with respect to the permanency criteria listed in Article 6.8.3 and shall be based on the evaluations stipulated in Articles 6.7.2.1 to 6.7.2.3, Article 6.7.2.4 where applicable, and the Annual Report.

## 6.8 Permanent Appointments

- 6.8.1 Termination of a permanent appointment may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause, as stipulated in Article 4.13. For the purposes of applying Articles 4.13 and 4.14 to laboratory instructors, tenured employee shall be replaced with laboratory instructor who has been granted a permanent appointment pursuant to Article 6.8.
- 6.8.2 A permanent laboratory instructor in the probationary period shall be eligible to apply for a permanent appointment at the end of the second year. One year of limited-term appointment as a laboratory instructor may be credited towards the probationary period.
- 6.8.3 Permanency recommendations and decisions shall be based on the following general criteria:
  - i. evidence of effective performance of duties;
  - ii. evidence of maintaining currency in the discipline with respect to laboratory instruction;
  - iii. evidence of service to the department as required for the laboratory instructor's level;
  - iv. evidence that the duties have been carried out in a responsible and professional manner.
- 6.8.4 In addition to the annual evaluation for the second year, the Laboratory Instructor Standing Committee shall review the evidence presented by the candidate and shall recommend to the Dean that the employee:
  - 6.8.4.1 be granted a permanent appointment; or
  - 6.8.4.2 be released; or
  - 6.8.4.3 be granted one additional probationary year.

If recommendation 6.8.4.2 or 6.8.4.3 is made, reasons with reference to the permanency criteria listed in Article 6.8.3 shall be given.
- 6.8.5 The Dean shall forward the recommendation of the Laboratory Instructor Standing Committee to the Provost and Vice-President, Academic, along with his/her recommendation.
- 6.8.6 By 14 June of the year of application, the employee shall be advised in writing, with reasons, of the recommendation of the Laboratory Instructor Standing Committee as set forth in Article 6.8.4 and of the decision of the Provost and Vice-President, Academic.
- 6.8.7 An employee who has been granted an additional probationary year as specified in Article 6.8.4.3 may apply again for a permanent appointment the following year. Article 6.8.4.3 shall not apply for the second application.
- 6.8.8 If the Provost and Vice-President, Academic decides to release an employee as set forth in Article 6.8.4.2, such termination shall be effective no later than 22 June of the year of application.
 

Upon termination, that employee shall receive the sum of two (2) months' annual salary and accrued vacation pay as specified in Article 15.4.

Within ten (10) working days of receiving notice of termination, the employee may file a denial of permanency grievance in accordance with the provisions of Article 10.9.

**6.9 Termination of Laboratory Instructors in the Probationary Period**

- 6.9.1 Either the Board or an employee may terminate the employee's appointment during the probationary period by written notice of termination specifying the reasons in full.
- 6.9.2 In the case of termination by the Board, Articles 4.12.2 through 4.12.5 and 4.12.7 shall apply.
- 6.9.3 Pursuant to Article 6.9.1, an employee may terminate employment by giving notice to the Board no later than 15 March.
- 6.9.4 A probationary appointment may be terminated by mutual consent at any time.

**6.10 Performance Review of Permanent Laboratory Instructors**

- 6.10.1 Permanent laboratory instructors shall be evaluated annually by students in at least one course in each of the Fall and Winter semesters.
- 6.10.2 For a Senior Laboratory Instructor, a survey shall be administered annually to the Laboratory Instructors and part-time laboratory instructors that s/he directed and mentored during the year.
- 6.10.3 Permanent laboratory instructors shall submit a Laboratory Instructor Annual Report to the Dean with a copy to the Chair no later than 1 June.

**6.11 Vacation for Full-time and Limited-term Laboratory Instructors**

- 6.11.1 Full-time laboratory instructors shall have two months of vacation, normally 22 June to 14 August plus one (1) week at a time determined by consultation between the laboratory instructor and the Chair. The dates of the vacation period may be altered by mutual consent between the laboratory instructor and the Chair, subject to approval of the Dean.
- 6.11.2 Limited-term laboratory instructors hired for a term of one (1) year or two (2) years are entitled to the vacation period specified in Article 6.11.1.
- 6.11.3 Limited-term laboratory instructors hired for less than twelve (12) months are not entitled to any vacation, but shall be paid not less than 8% of their gross salary as vacation pay. This provision shall also apply to the period of a term over one (1) year but less than two (2) years.

**6.12 Benefits and Insurance for Full-time and Limited-term Laboratory Instructors**

- 6.12.1 Full-time laboratory instructors shall be eligible for all benefits provided to full-time employees in Articles 16.1 to 16.7.
- 6.12.2 Limited-term laboratory instructors shall be eligible for all benefits provided to limited-term employees in Articles 16.1 to 16.6.

**6.13 Leaves for Full-time and Limited-term Laboratory Instructors**

- 6.13.1 Full-time laboratory instructors shall be eligible for Parental Leave (Article 17.1), full-time Illness Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.9).
- 6.13.2 Limited-term laboratory instructors shall be eligible for full-time Illness Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.9).

**6.14 Professional Development for Full-time and Limited-term Laboratory Instructors**

- 6.14.1 The provisions of Articles 18.1, 18.3 to 18.5 and 18.8 shall apply to full-time and limited-term laboratory instructors.

## ARTICLE 7 - HALF-TIME TENURED EMPLOYMENT

- 7.1 A full-time tenured employee may be granted special half-time employment status in accordance with the terms and conditions below and shall hereafter be referred to as a half-time tenured employee.
- 7.2 Unless otherwise stated in this Article or elsewhere, all terms and conditions of this Collective Agreement apply to half-time tenured employees on a pro rata basis. Without restricting the generality of the foregoing and for greater certainty, the application of certain articles of this Collective Agreement to half-time tenured employees is as set out below.
- 7.3 **Application Procedure and Term of Appointment**
- 7.3.1 Application for half-time tenured employment shall be forwarded to the Chair, or where appropriate, to the Vice-President, Student Affairs and Campus Life or designate, at least six (6) months in advance of the intended date of change in employment status.
- 7.3.1.1 after consultation between the Chair and full-time employees of the academic unit, the Chair shall forward a recommendation to the Dean, at least four (4) months in advance of the intended date of change in employment status, to the appropriate Vice-President, for approval.
- 7.3.1.2 the Vice-President, Student Affairs and Campus Life or designate, shall arrange for consultation with the full-time employees of the appropriate department, and at least four (4) months in advance of the intended date of change in employment status, shall forward a recommendation to the appropriate Vice-President, for approval.
- 7.3.2 Appointment as a half-time tenured employee shall be for a term of one (1) to five (5) academic years (e.g. 15 August - 14 August), and may be renewable only in five (5) academic year increments as per the above application procedure.
- 7.3.3 Half-time tenured employees may not return to full-time tenured status in advance of the term approved for status as a half-time tenured employee.
- 7.3.3.1 In exceptional circumstances, an employee may apply to the Dean to return to full-time status prior to the expiration of a second or subsequent term of appointment. Normally the request will be approved, subject to budgetary considerations.
- 7.4 **Workload**
- 7.4.1 The workload of a half-time tenured employee shall be assigned as per Pattern A or Pattern B and shall include:
- 7.4.1.1 Pattern A - a full-time workload, inclusive of twenty-two (22) days of vacation during not less than six (6) months of the academic year, to normally include at least one (1) of the Fall or Winter Semesters.
- 7.4.1.2 Pattern B - a workload which, as much as possible, is half the normal workload prescribed in Article 14 throughout the academic year.
- 7.4.2 The workload of half-time tenured employees shall be assigned by consultation between the Chair and the full-time members of each academic unit, following consultation with the Dean.
- 7.4.3 **Teaching-Service Pattern**
- 7.4.3.1 A half-time tenured employee in the Teaching-Service Pattern shall normally teach 192 scheduled instructional course hours or equivalent for Counsellors, Educational Developers and Librarians (half the normal full-time instructional teaching load under Article 14.4.1) per year of the appointment and will provide service pro-rata pursuant to the Addendum on Teaching, Scholarship and Service.

#### 7.4.4 Teaching-Scholarship-Service Pattern

7.4.4.1 A half-time tenured employee in the Teaching-Scholarship-Service Pattern shall normally teach 144 scheduled instructional course hours or equivalent for Counsellors, Educational Developers and Librarians (half the normal full-time instructional teaching load under Article 14.5.1) per year of the appointment and will provide pro-rata scholarship and service, pursuant to the Addendum on Teaching, Scholarship and Service.

#### 7.5 Salary

7.5.1 A half-time tenured employee working in accordance with Pattern A shall be paid at that employee's full-time annual rate for the period of appointment.

7.5.2 A half-time tenured employee working in accordance with Pattern B shall be paid one half of that employee's full-time annual rate for the period of appointment.

7.5.3 Promotion to the next succeeding step on the salary schedule shall only occur after the equivalent of a full-time workload has been worked (i.e., after two (2) years).

7.5.4 A half-time tenured employee shall receive any negotiated changes to the salary schedule grid step on which that employee's salary is based.

#### 7.6 Benefits and Insurance

7.6.1 A half-time tenured employee working in accordance with Pattern A shall be eligible to have full coverage for Extended Health Care and Dental Care:

7.6.1.1 during the term of appointment with the cost sharing for premiums as stated in Article 16, and

7.6.1.2 during the period of the academic year outside the term of appointment provided the employee pays 100% of the premium costs (as per Article 17.9.3 re leave without pay).

7.6.2 A half-time tenured employee working in accordance with Pattern B shall be eligible to have full coverage for Extended Health Care and Dental Care during the entire academic year provided that the premium costs to the Board are 50% of those stated in Article 16.

7.6.3 A half-time tenured employee working in accordance with either Pattern A or B shall be eligible to have pro-rated coverage (based on 50% of that employee's full-time annual salary) for life insurance, accidental death and dismemberment, and long term disability for the entire academic year. This pro-rated coverage is contingent upon the employee paying 50% of the premium costs for life and accidental death and dismemberment insurance, and 100% of the premium costs for long term disability insurance.

7.6.4 Pensionable service shall accrue in accordance with the regulations of the Local Authorities Pension Plan. The period of time not worked will be reported by the University as approved leave without pay.

#### 7.7 Vacation and Holidays

7.7.1 A half-time tenured employee working in accordance with Pattern A:

7.7.1.1 shall receive twenty-two (22) days vacation within the term of appointment, and such days shall be taken on dates agreed to between the employee and the respective Chair, or where appropriate, the Vice-President, Student Affairs and Campus Life or designate, subject to the approval of the Dean;

7.7.1.2 shall be entitled to those holidays described in Article 15 which fall within the period of appointment. Holidays falling outside the period of appointment shall not be paid holidays.

7.7.2 A half-time tenured employee working in accordance with Pattern B shall be entitled to the vacation and holidays described in Article 15 and shall receive one half of that employee's salary on those days.

**7.8 Leaves from the University**

7.8.1 Entitlement to Parental leave (Article 17.1) shall continue during the term of appointment, except that the Board's obligation in Article 17.1.3.4 shall be reduced to 25% of regular salary for a maximum of three (3) months.

7.8.2 An employee working in accordance with Pattern A and who becomes ill outside the term of appointment shall not be eligible for illness leave until the first day of work scheduled for the next term of appointment. Eligibility for illness leave and long term disability insurance occurs only during the term of appointment.

7.8.3 Half-time tenured employees may not apply for a four-for-five leave or a professional leave.

**ARTICLE 8 – PHASED RETIREMENT**

**8.1 Eligibility**

8.1.1 Tenured employees who have reached their LAPP “85 factor” (i.e. age plus years of service total 85 or greater) or are 60 years of age with at least fifteen (15) years accumulated service at this University are eligible to apply for phased retirement.

**Note: LAPP rules on reduced pension may apply should an employee choose to apply for phased retirement prior to reaching their LAPP “85 factor”.**

In any academic unit, the maximum number of employees allowed to participate in the plan shall be governed by the following ratio according to academic unit size:

Full-time employees	Number of participants
0 – 20	2
21 or more	4

8.1.2 An employee approved for phased retirement shall not begin employment under the terms of that appointment sooner than one work day or later than eighteen months after his/her retirement from regular service from the University.

**8.2 Application**

8.2.1 A tenured employee shall apply through the Chair or, where appropriate, through the Vice-President, Student Affairs and Campus Life or designate by February 1 of the calendar year in which he or she intends to retire.

8.2.2 After consultation between the Chair and full-time employees of the academic unit, the Chair shall forward recommendations to the Dean who shall forward the completed application to the Provost and Vice-President, Academic or Vice-President, Student Affairs and Campus Life for final decision.

8.2.3 The employee shall be notified by the Provost and Vice-President, Academic or Vice-President, Student Affairs and Campus Life no later than March 15 regarding his or her application.

8.2.4 If approved, the employee shall write an irrevocable letter of resignation from his or her tenured position by May 31 which will take effect no later than August 14 of the year in which he or she will be commencing phased retirement.

8.2.5 The employee, after resignation, will return to the University on a half-time appointment following either pattern A or B as specified in Article 7.4. The appointment shall be for a term of one to three academic years.

- 8.2.6 Employees may continue to participate on committees and assume roles consistent with those of tenured employees.
- 8.2.7 At the end of the appointment the employee is eligible to accept part-time employment under the provisions of Article 4.7 at the part-time salary schedule specified in Article 13.3.1.

### 8.3 **Work Patterns**

- 8.3.1 An employee participating in phased retirement shall remain in the same work pattern as at the time of application.
- 8.3.2 Workload shall be assigned as per Pattern A or Pattern B as specified in Article 7.4.
- 8.3.3 Workload shall be assigned by consultation between the Chair, or where appropriate, the Vice-President, Student Affairs and Campus Life or designate, and the full-time members of the academic unit, following consultation with the Dean.
- 8.3.4 Teaching-Service Pattern
  - 8.3.4.1 An employee on phased retirement in the Teaching-Service Pattern shall normally teach 192 scheduled instructional course hours or equivalent for Counsellors, Educational Developers and Librarians (half the normal full-time instructional teaching load under Article 14.4.1) per year of the appointment and will provide service pro-rata pursuant to the Addendum on Teaching, Scholarship and Service.
- 8.3.5 Teaching-Scholarship-Service Pattern
  - 8.3.5.1 An employee on phased retirement in the Teaching-Scholarship-Service Pattern shall normally teach 144 scheduled instructional course hours or equivalent for Counsellors, Educational Developers and Librarians (half the normal full-time instructional teaching load under Article 14.5.1) per year of the appointment and will provide pro-rata scholarship and service, pursuant to the Addendum on Teaching, Scholarship and Service.

### 8.4 **Salary**

- 8.4.1 The employee shall be paid salary in accordance with either Pattern A or Pattern B as specified in Article 7.5.1 or 7.5.2.
- 8.4.2 The employee's salary shall be based on his or her placement on the salary schedule in Article 13.1.2 at the time of resignation. The employee shall not be eligible for movement on the salary schedule after the date of resignation.

### 8.5 **Benefits and Leaves**

- 8.5.1 The employee shall be eligible to draw pension benefits under the Local Authorities Pension Plan, subject to LAPP regulations.
- 8.5.2 The employee shall be eligible for benefits as specified in Article 16.8.3 and shall not have to meet the eligibility criteria outlined in Article 16.8.1.
- 8.5.3 The employee shall be eligible for List A as outlined in Article 14.9 and an amount equal to the prorated individual allotment of professional development funds.
- 8.5.4 The employee will not be eligible for sabbaticals, professional leaves or four-for-five leaves.
- 8.5.5 Re-employment rules are governed by LAPP and as such any changes made to them by LAPP must be adhered to.

## 8.6 **Vacation and Holidays**

8.6.1 The employee shall be eligible for vacation and holidays as outlined in Article 7.7.

### **ARTICLE 9 – TENURE AND PROMOTION SYSTEMS**

9.1 **Transition to the New Tenure System** (effective until December 2012, at which time only Tenure System II shall apply)

9.1.1 During transition to the system of academic rank and promotion stipulated in this Collective Agreement there shall be two distinct tenure processes, referred to as Tenure System I and Tenure System II.

#### **Tenure System I**

9.1.2 Effective July 1, 2009, Tenure System I refers to the former tenure process outlined in Article 9.2.

9.1.3 Tenure System I shall apply to all tenurable employees whose tenurable appointment commenced prior to 1 July 2009.

9.1.4 Employees whose tenurable appointment commenced between 1 July 2009 and 31 August 2009, inclusive, may apply to the Faculty Tenure Committee by 15 September 2009 to have two years of term-certain appointment at Mount Royal credited towards their probationary period under Tenure System I.

9.1.4.1 If the Faculty Tenure Committee grants full or partial credit towards the probationary period for the period[s] of term-certain appointment, then the employee's tenurable appointment shall be deemed to have commenced prior to 1 July 2009 and Tenure System I shall apply.

9.1.4.2 If the Faculty Tenure Committee grants no credit towards the probationary period for the period[s] of term-certain appointment, then the employee's tenurable appointment shall be deemed to have commenced on or after 1 July 2009 and Tenure System II shall apply.

9.1.4.3 The Faculty Tenure Committee shall notify applicants, in writing, by 31 October 2009 of the credit granted towards their probationary period and of the tenure system that shall apply.

9.1.5 Effective January 1, 2013, all remaining work of the Faculty Tenure Committee under Tenure System I shall be transferred to the University Tenure and Promotion Committee of Tenure System II and the Faculty Tenure Committee shall cease to exist.

#### **Tenure System II**

9.1.6 Effective July 1, 2009, Tenure System II refers to the new tenure process outlined in Articles 9.3 to 9.5 and Article 10 of this Collective Agreement.

9.1.7 Tenure System II shall apply to all employees whose tenurable appointment commenced on or after July 1, 2009, with the exception of those to whom Article 9.1.4.1 applies.

9.2 **Tenure System I** (effective until December 2012, at which time only Tenure System II shall apply)

9.2.1 Tenure System I shall be the tenure process and criteria specified in the Faculty Tenure Committee Brochure dated September 2009. The "Chair and Tenured Faculty Annual Evaluation [FTC Form 103]" and the "Department Final Evaluation and Recommendation [memorandum]" may be prepared either by the tenured peers in the academic unit or by an elected academic unit Tenure and Promotion Committee, as defined in Article 9.3. The Faculty Tenure Committee shall

use the criteria specified in its brochure dated September 2009 in evaluating applications for tenure and in formulating its recommendations to the Board of Governors.

- 9.2.1.1 In a vote on whether or not to elect the Tenure and Promotion Committee as specified in Article 9.3.7, the ballot shall contain as a second question whether or not the elected committee is to be used in place of the tenured peers in the academic unit for Tenure System I.
- 9.2.2 Subject to the provisions of Article 9.2.3, all tenurable employees shall be candidates for tenure on 15 September of the fourth year of tenurable employment, at which time the Chair shall submit the names of all department employees who are candidates for tenure to the Faculty Tenure Committee. Before 1 October, the candidate, with the assistance of the Chair, shall submit all the required information covering six (6) semesters to the secretary of the Committee and by 1 October shall advise the President of the Mount Royal Faculty Association of such application.
- 9.2.3 A tenurable employee may elect to extend the initial probationary period (of at least thirty-six (36) months) for twelve months subject to the following provisions:
  - 9.2.3.1 The employee shall remain in the same work pattern identified in the letter of appointment;
  - 9.2.3.2 The employee shall notify the Chair and the President of the Mount Royal Faculty Association, not before receipt of the annual department evaluation and no later than 14 June of the third probationary year that she/he is applying to extend the probationary period for one year.
- 9.2.4 All tenurable employees who have elected to extend the probationary period as outlined in Article 9.2.3 shall be candidates for tenure on 15 September of the fifth year of tenurable employment, at which time the Chair shall submit the names of all department employees who are candidates for tenure to the Faculty Tenure Committee. Before 1 October, the candidate, with the assistance of the Chair, shall submit all the required information covering eight (8) semesters to the secretary of the Committee and by 1 October shall advise the President of the Mount Royal Faculty Association of such application.
- 9.2.5 The Faculty Tenure Committee may, for special reasons, entertain application for tenure from an employee prior to the fourth year of tenurable employment.
- 9.2.6 The Faculty Tenure Committee shall consist of:
  - 9.2.6.1 two (2) tenured members of the Association, elected by the Association;
  - 9.2.6.2 the President of the University;
  - 9.2.6.3 the Provost and Vice-President, Academic;
  - 9.2.6.4 one (1) person designated by the President of the University, who is acceptable to the three other members of the committee.
  - 9.2.6.5 the Association and the Board each shall name one standing proxy to replace members unable to attend for good reason.
- 9.2.7 An applicant for tenure:
  - 9.2.7.1 shall be provided with copies of all documents submitted to the Faculty Tenure Committee pertaining to such application;
  - 9.2.7.2 shall be provided such copies no less than seventy-two (72) hours prior to any meeting with the committee, and

9.2.7.3 shall have the right to appear before the committee prior to its decision.

9.2.8 Following final review, the Faculty Tenure Committee shall recommend to the Board that the employee:

9.2.8.1 be granted tenure; or

9.2.8.2 be released; or

9.2.8.3 receive an appointment of a further probationary period, no longer than an additional year.

9.2.9 By 1 December of the year of application the employee shall be advised in writing, with reasons, of the recommendation of the Faculty Tenure Committee as set forth in Article 9.2.8 above.

9.2.10 An employee who has been granted a further probationary period shall apply again for tenure by the date specified by the Faculty Tenure Committee in its recommendation to the Board, in which case the procedures outlined above shall apply, except for Article 9.2.8.3.

9.2.11 If the Board recommends the release of an employee as set forth in Article 9.2.8.2, such termination shall be effective by 31 December of the appropriate year of application.

Upon termination, that employee shall receive the sum of four (4) months' annual salary and accrued vacation pay as specified in Article 15.4.

### 9.3 **Academic Unit Tenure and Promotion Committee** (for Tenure System II)

9.3.1 There shall be a Tenure and Promotion Committee, hereafter referred to as the TPC, in each academic unit. The TPC is either composed of the Chair and the tenured members not on leave, perhaps augmented as specified in Article 9.3.5, or elected as outlined in Article 9.3.9.

9.3.2 The TPC shall conduct annual and mid-term tenure evaluations of tenurable employees in the academic unit and shall make recommendations on applications for tenure and promotion from the academic unit in accordance with the processes outlined in this Collective Agreement.

9.3.3 The TPC shall elect a committee chair annually.

9.3.4 The quorum for all meetings shall be two-thirds of the membership, including the Chair of the academic unit.

9.3.5 Where there are six (6) or fewer tenured members in an academic unit, exclusive of the Chair and tenured members on leave, the TPC shall be composed of the Chair, the tenured members not on leave, and, where necessary, tenured members of cognate disciplines appointed by the Dean, in consultation with the Chair, to bring the total membership to five (5).

9.3.6 Where there are more than six (6) tenured members in an academic unit, exclusive of the Chair and tenured members on leave, the unit is eligible to decide whether its TPC shall be composed of the Chair and the tenured members not on leave or shall be elected as outlined in Article 9.3.9.

9.3.7 Each eligible academic unit shall decide no later than 31 August by secret ballot whether or not to elect its TPC. All tenured members are eligible to vote.

9.3.7.1 After an initial vote not to elect the TPC, any tenured member of the academic unit may request in a subsequent year that a ballot on whether or not to elect the TPC be held.

9.3.8 An elected TPC shall be established for a minimum of three (3) years.

9.3.8.1 After the initial three-year period, any tenured member of the academic unit may request that a ballot be held as outlined in Article 9.3.7. If a majority votes against an elected TPC,

the TPC shall be constituted as specified in Article 9.3.5.

9.3.9 An elected TPC shall be composed of the Chair of the academic unit and a minimum of four (4) tenured members, with one (1) tenured alternate, elected by secret ballot no later than 15 September.

9.3.9.1 The Chair, in consultation with the tenured members of the academic unit and the Dean, may increase the number of elected tenured members to six (6) or eight (8).

9.3.9.2 The Chair, following consultation with the tenured members of the academic unit, may, in consultation with the Dean, structure an election so that all disciplines or programs in the academic unit are adequately represented on the committee.

9.3.9.3 In the first year of an elected TPC, the terms of elected members and the number required for quorum for committees with four (4), six (6) or eight (8) elected members shall be as follows:

Size of committee, including Chair	5	7	9
Number of elected committee members	4	6	8
Number elected for a three-year term	2	2	3
Number elected for a two-year term	1	2	3
Number elected for a one-year term	1	2	2
Number of alternates elected for a three-year term	1	1	1
Number required for quorum	4	5	6

9.3.9.4 In the second and subsequent years of an elected TPC, members or the alternate who have completed their term shall be replaced for three-year terms and members or the alternate who have resigned shall be replaced for the remainder of their terms.

9.3.9.5 The number of votes received or another method established by the Chair, in consultation with the tenured members of the academic unit and the Dean, shall be used to assign terms to members and to determine the alternate.

9.3.10 Members and alternates serving in their first year on a TPC shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and Human Resources during September and October. Workshop topics shall include responsibilities of committee members, the general criteria for tenure and promotion specified in this Agreement and the detailed criteria approved by General Faculties Council, congruence of scholarship expectations with the teaching loads and resources available for research at an undergraduate university, the need for flexibility in assessing and weighting a candidate's performance, and the principles of due process and natural justice.

A new member or alternate who does not attend one of these workshops normally shall not be eligible to sit on the committee until the following year. Exceptions, based on a reasonable explanation presented by a member, may be approved by the committee chair.

#### 9.4 **The University Tenure and Promotion Committee** (for Tenure System II)

9.4.1 The University Tenure and Promotion Committee, hereafter referred to as the UTPC, shall receive recommendations on applications for tenure and promotion from academic units' Tenure and Promotion Committees and Deans, and shall make recommendations to the President in accordance with the processes outlined in this Collective Agreement.

9.4.2 The UTPC shall be composed of:

9.4.2.1 the Provost and Vice-President, Academic, who shall chair the committee;

9.4.2.2 one (1) representative and one (1) alternate, both of whom shall be tenured, from each

Faculty, School, or academic unit represented by a Faculty Council, elected for overlapping three-year terms. The alternate shall serve as a replacement at any meeting which the representative is unable to attend for good reason.

Elections shall be jointly administered by the University and the Association as follows:

9.4.2.2.1 The call for nominations shall be made jointly by the President and the President of the Mount Royal Faculty Association.

9.4.2.2.2 The election shall be by secret paper ballot held at the same time as the annual election of councillors to the General Faculties Council and using the same list of eligible voters.

9.4.2.3 one tenured member of the Association elected for a three-year term by the Association.

9.4.3 The quorum for all meetings shall be two-thirds of the membership, including the chair.

9.4.4 The chair shall only vote to break a tie.

9.4.5 Members and alternates serving in their first year on the UTPC shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and Human Resources during September and October. Workshop topics shall include responsibilities of committee members, the general criteria for tenure and promotion specified in this Agreement and the detailed criteria approved by General Faculties Council, congruence of scholarship expectations with the teaching loads and resources available for research at an undergraduate university, the need for flexibility in assessing and weighting a candidate's performance, and the principles of due process and natural justice.

A new member or alternate who does not attend one of these workshops normally shall not be eligible to sit on the committee until the following year. Exceptions, based on a reasonable explanation presented by a member, may be approved by the committee chair.

## 9.5 **Principles Governing Tenure and Promotion Committees** (for Tenure System II)

9.5.1 In formulating a committee's recommendation on an application for tenure or promotion, members shall rate the candidate's performance as "meets the standard" or "does not meet the standard" in each of the areas of teaching, service and, where applicable, scholarship.

9.5.2 All committee deliberations shall be strictly confidential. Candidates shall communicate with a committee only through the committee chair. Committee members shall not discuss an application with any persons outside the committee.

9.5.3 For the purposes of this Article, conflict of interest means that it may be difficult for a committee member to render an unbiased judgment on the candidate's application. This conflict may arise as a result of a professional or personal relationship and/or competing loyalties between the committee member and the candidate. Apprehension of bias means that a reasonable and informed person, with knowledge of all the relevant circumstances, viewing the matter realistically and practically, would conclude that a conflict of interest might exist between a committee member and the candidate.

An actual or perceived conflict of interest does not necessarily preclude participation by the member in the deliberations and recommendation on the candidate's application, but it does require formal disclosure in writing and a decision on the member's participation. The decision shall be made by the Dean in the case of an academic unit's Tenure and Promotion Committee and by the President in the case of the Dean or the University Tenure and Promotion Committee.

9.5.3.1 Conflict of interest is not limited to tenure and promotion recommendations and applies to all work of a committee. An actual or perceived conflict of interest must be disclosed and a decision made on the member's participation prior to the committee commencing

consideration of an application.

9.5.3.2 A member of a committee may declare a conflict of interest and withdraw from consideration of an application. Where possible, the member shall be replaced by an alternate for the consideration of this application.

9.5.3.3 The candidate may request in writing to the Dean or the President, as appropriate, that a committee member or the Dean be removed for conflict of interest.

9.5.3.4 Any member of a committee may raise an apprehension of bias concerning either themselves or another member of the committee. After discussion by the entire committee, the committee chair may present the case in writing to the Dean or the President, as appropriate, for a decision.

9.5.3.5 The decision of the Dean or President, as appropriate, on whether a conflict of interest exists shall be final.

9.5.3.5.1 If the Dean or President determines that a conflict of interest exists for a committee member in the consideration of an application, then the Dean or President shall remove the member from the committee for consideration of this application. Where possible, the member shall be replaced by an alternate.

9.5.3.5.2 If the President determines that a conflict of interest exists for the Dean, then the President shall replace the Dean with another Dean for the consideration of this application.

## **ARTICLE 10 – TENURE**

### **10.1 The Meaning of Tenure**

Tenure refers to a permanent appointment. Tenure represents a major commitment between the institution and the employee. Tenure carries with it a significant responsibility for the employee, including the obligation to continue to perform at a high level of professionalism. Pursuant to Article 4.13, termination of a tenured appointment may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause.

### **10.2 Criteria for Tenure**

10.2.1 Tenure recommendations and decisions shall be made on the basis of meeting the established standards during the probationary period and any years credited towards the probationary period and of clear promise of continuing intellectual and professional development as demonstrated by the following general criteria:

- i. evidence of proficient and scholarly teaching;
- ii. evidence of scholarship, where applicable, congruent with the teaching loads and resources available for scholarship at an undergraduate university;
- iii. evidence of significant contributions in service; and
- iv. evidence that the duties have been carried out in a responsible and professional manner.

The standards shall be met in all applicable categories. Exceeding the standards in one category shall not lower the performance expectations in the other categories.

10.2.2 Tenure recommendations and decisions shall be based solely on the general criteria in this Article, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors in effect on the date of commencement of appointment, and shall be made in accordance with the Process and Timelines for Tenure System II in effect on the date of commencement of appointment.

### 10.3 Probationary Period

- 10.3.1 Initial tenurable appointments shall normally be for a probationary period of five (5) years commencing 15 August. If the tenurable appointment commenced prior to 15 August, the probationary period shall be extended by the period between the commencement date and 15 August.
- 10.3.2 During the probationary period, a tenurable employee's performance shall be evaluated using the criteria outlined in Article 10.2.
- 10.3.3 Annual evaluations of tenurable employees shall be conducted in conformity with the requirements of Article 10.4.
- 10.3.4 A tenurable employee shall normally have a mid-term tenure evaluation in the third probationary year conducted as outlined in Article 10.5.
- 10.3.5 A tenurable employee shall normally be a candidate for tenure in the fifth probationary year.
- 10.3.6 During the probationary period, the employee shall remain in the same work pattern identified in the letter of appointment.
- 10.3.7 Years credited towards the Probationary Period.
- 10.3.7.1 Tenurable employees who have two or more years service in a tenure track position at an AUCC accredited, or equivalent, institution may apply by 15 December of their first probationary year to have two years credited towards their probationary period at Mount Royal University. The application shall be submitted to the TPC of the employee's academic unit and shall include annual evaluations of teaching, service, and, where applicable, scholarship.
- 10.3.7.2 Limited-term, previous term-certain, or conditional tenurable employees of Mount Royal University subsequently appointed as tenurable employees may apply to have one or two years of limited-term, previous term-certain or conditional tenurable appointment at Mount Royal University credited towards their probationary period, as outlined in Article 10.3.7.1.
- 10.3.7.3 An application for credit towards the probationary period shall be assessed by the TPC and its recommendation, including the reasons for supporting or rejecting the application, shall be conveyed in writing to the Dean. The Dean shall forward the TPC recommendation, along with his/her own written recommendation, to the UTPC no later than 31 January of the first probationary year. The UTPC shall meet and render a decision in writing on the granting of credit towards the probationary period no later than 1 March. The decision of the UTPC with respect to granting of credit towards the probationary period shall be final.
- 10.3.7.4 When one year of credit is granted towards the probationary period there shall be annual tenure evaluations in the first and third years and a mid-term tenure evaluation in the second year of the remaining probationary period of four (4) years.
- 10.3.7.5 When two years of credit are granted towards the probationary period there shall be no mid-term tenure evaluation.
- 10.3.8 Unless otherwise stated in a letter of leave approval, periods of six (6) months or longer on any of the leaves listed below normally will not be credited towards the probationary period. Leaves totalling six (6) months to eighteen (18) months shall extend the probationary period by one (1) year. Leaves totalling eighteen (18) to thirty (30) months shall extend the probationary period by two (2) years. This provision applies to the following leaves:

- Parental leave;

- Illness leave;
- Compassionate leave;
- Professional leave;
- Sabbatical;
- Leave of absence with or without pay.

#### 10.4 Annual Tenure Evaluation

- 10.4.1 An annual tenure evaluation shall be conducted in the first, second, and fourth probationary years by the academic unit's TPC. The evaluation shall be an assessment of the employee's overall progress towards fulfilling the criteria for the granting of tenure.
- 10.4.2 The responsibility for maintaining a cumulative tenure dossier rests with the employee. The employee shall assemble annually an updated tenure dossier containing evidence of achievements in teaching, service, and, where applicable, scholarship. The tenure dossier shall include, but not be limited to:
- the letter of appointment;
  - current curriculum vitae;
  - a scholarship plan, where applicable;
  - teaching assessments, including student and peer evaluations;
  - the employee's Annual Reports as stipulated in Article 12.1.1;
  - previous years' annual tenure evaluation reports;
  - the mid-term tenure evaluation report, when completed;
  - the employee's responses, if any, to teaching assessments and/or annual and mid-term tenure evaluation reports, and any letters giving reasons why assessments were not conducted;
  - any material, including record of disciplinary action against the employee, which is placed in the dossier because it bears on his or her progress towards fulfilling the criteria for the granting of tenure.
- 10.4.3 The employee shall submit the complete tenure dossier to the chair of the TPC no later than three (3) working days following the end of the Winter semester final examination period.
- 10.4.4 All tenured members of the academic unit, whether members of the TPC or not, may provide feedback, in writing, on the performance of the employee with respect to the tenure criteria. The chair of the TPC shall make the dossier available to the tenured members of the academic unit for review no later than three (3) working days following the end of the Winter semester final examination period. Written feedback must be submitted to the TPC within five (5) working days.
- 10.4.5 The TPC shall meet to consider the tenure dossier and written feedback from tenured members of the academic unit. The TPC shall evaluate the employee's performance using the criteria outlined in Article 10.2 and shall prepare a draft annual evaluation report. A summary of written feedback received from tenured members of the academic unit shall be incorporated into the draft annual evaluation report.
- 10.4.6 The TPC shall provide the employee with the draft annual evaluation report no later than the end of May. The report shall be provided no less than three (3) working days prior to the meeting with the employee.
- 10.4.7 The TPC shall meet with the employee to discuss the draft annual evaluation report. The employee shall have the right to submit additional written information to address any issues or concerns raised by the TPC. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.
- 10.4.8 The TPC shall then prepare the final annual evaluation report. Any dissenting opinions from committee members shall be attached to the report.

- 10.4.9 No later than three (3) working days before 14 June, the chair of the TPC shall provide the employee with the final annual evaluation report. The employee shall have the right to respond in writing to the chair of the TPC. Any response shall be added to the tenure dossier by the employee along with the annual evaluation report no later than 14 June.
- 10.4.10 Copies of the current year's Annual Report, the annual evaluation report and any response from the employee shall be forwarded to the Dean by the chair of the TPC no later than 14 June.
- 10.4.11 The TPC may recommend that the Dean or Associate Dean meet with the employee to discuss concerns related to the employee's overall progress towards fulfilling the criteria for the granting of tenure. When such a recommendation is made:
- 10.4.11.1 No later than 14 June, the chair of the TPC shall forward the employee's complete tenure dossier to the Dean or Associate Dean.
- 10.4.11.2 The Dean or Associate Dean shall meet with the employee no later than 31 August, but not during the vacation period stipulated in Article 15 unless otherwise requested by the employee, in order to address the concerns raised by the TPC. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.
- 10.4.11.3 No later than 15 September, the Dean or Associate Dean shall prepare a written report of the meeting, outlining the concerns raised and the remedial measures, if any, to be taken to address them. Any remedial measures shall be developed in consultation with the Chair of the academic unit. The report shall be placed in the tenure dossier. The employee shall have the right to respond to the report, in writing, within three (3) working days of 15 September and any response shall be included in the tenure dossier.
- 10.4.11.4 No later than 30 September, the Dean or Associate Dean shall meet with the employee and the Chair to discuss the report. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.

## 10.5 **Mid-Term Tenure Evaluation**

- 10.5.1 The TPC and the Dean shall conduct a comprehensive mid-term evaluation of the tenurable employee's progress towards fulfilling the criteria for the granting of tenure after the completion of the winter semester of the third probationary year. The evaluation shall be based on the materials in the employee's tenure dossier, with a focus on the documents produced in the third probationary year and on the annual evaluation reports for the first and second probationary years.
- 10.5.2 The tenurable employee shall submit the complete tenure dossier to the chair of the TPC no later than three (3) working days following the end of the Winter semester final examination period.
- 10.5.3 The TPC shall meet to consider the tenure dossier. The TPC shall evaluate the tenurable employee's performance using the criteria outlined in Article 10.2 and shall prepare a draft mid-term evaluation report.
- 10.5.4 No later than 15 May, where the TPC is elected as outlined in Article 9.3.9, the TPC shall make the tenure dossier and the draft mid-term evaluation report available to all tenured members of the academic unit for review and written feedback. Written feedback must be submitted to the TPC within five (5) working days.
- 10.5.5 The TPC shall consider all written feedback from tenured members of the academic unit in revising the draft mid-term evaluation report. A summary of written feedback received from tenured members of the academic unit shall be incorporated into the draft mid-term evaluation report.

- 10.5.6 No later than 1 June, the TPC shall provide the tenurable employee with the draft mid-term evaluation report. The report shall be provided no less than three (3) working days prior to the meeting with the employee.
- 10.5.7 The TPC shall meet with the tenurable employee to discuss the draft mid-term evaluation report. The employee shall have the right to submit additional written information to address any issues or concerns raised by the TPC. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.
- 10.5.8 The TPC shall then prepare the final mid-term evaluation report. Any dissenting opinions from committee members shall be attached to the report.
- 10.5.9 No later than three (3) working days before 14 June, the chair of the TPC shall provide the tenurable employee with the final mid-term evaluation report. The employee shall have the right to respond in writing to the chair of the TPC. Any response shall be added to the tenure dossier by the employee along with the mid-term evaluation report no later than 14 June.
- 10.5.10 No later than 14 June, the chair of the TPC shall forward to the Dean the tenure dossier, containing the TPC's mid-term evaluation report and any response from the tenurable employee.
  - 10.5.10.1 The Dean shall meet with the tenurable employee no later than 31 August, but not during the vacation period stipulated in Article 15 unless otherwise requested by the employee, in order to discuss the employee's progress towards fulfilling the criteria for the granting of tenure. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.
  - 10.5.10.2 No later than 15 September, the Dean shall advise the tenurable employee, in writing, whether or not his/her progress towards tenure is satisfactory. If the progress towards tenure is deemed unsatisfactory, the Dean, where appropriate, shall, in consultation with the Chair of the academic unit, recommend remedial measures and include such measures in the written evaluation. The Dean's evaluation shall be placed in the tenure dossier. The employee shall have the right to respond to the report, in writing, within three (3) working days of 15 September and any response shall be included in the tenure dossier.
- 10.5.11 The mid-term tenure evaluation ends once the Dean's review has been completed.

## 10.6 **Application for Tenure**

- 10.6.1 Subject to the provisions of Article 10.6.4, all tenurable employees shall be candidates for tenure on 15 January of the fifth probationary year.
- 10.6.2 By 15 January, the Chair of the academic unit shall submit the names of all employees in the academic unit who are candidates for tenure to the secretary of the UTPC.
- 10.6.3 By 1 February, the candidate, with the assistance of the Chair of the academic unit, shall submit the tenure dossier containing all the required documents normally covering nine (9) semesters to the chair of the TPC, and shall advise the President of the Mount Royal Faculty Association of the application for tenure.
- 10.6.4 A tenurable employee may elect to extend the probationary period as described in Article 10.3 for one year, subject to the following provisions:
  - 10.6.4.1 The employee has not previously elected to extend the probationary period.
  - 10.6.4.2 The employee has not been granted an additional probationary year as provided for in Article 10.8.2.3.
  - 10.6.4.3 The employee shall remain in the same work pattern identified in the letter of

appointment.

10.6.4.4 The employee shall notify the Chair of the academic unit and the President of the Mount Royal Faculty Association, after receipt of the annual tenure evaluation report for the fourth probationary year and no later than 30 September of the fifth probationary year that he/she is electing to extend the probationary period for one year.

10.6.4.5 All tenurable employees who elect to extend the probationary period for one year shall be candidates for tenure on 15 January of the sixth probationary year. Application for tenure shall be as outlined in Articles 10.6.2 and 10.6.3, with the exception that the tenure dossier will normally contain all the required documents covering eleven (11) semesters.

## 10.7 **Final Tenure Review and Recommendation from the TPC and the Dean to the UTPC**

10.7.1 By 15 February of the final probationary year, the TPC shall meet with the candidate to discuss the tenure dossier and the candidate's progress towards fulfilling the criteria for the granting of tenure.

10.7.2 The TPC shall prepare a draft tenure review and recommendation to the UTPC, based on the materials in the candidate's dossier and using the criteria outlined in Article 10.2.

10.7.3 By 1 March, the TPC shall make the tenure dossier and the draft tenure review and recommendation available to all tenured members of the academic unit for review and written feedback. Written feedback must be submitted to the TPC within five (5) working days.

10.7.4 The TPC shall consider all written feedback from tenured members of the academic unit in revising the draft tenure review and recommendation. The TPC may, if necessary, meet with the tenured members of the academic unit to discuss any issues or concerns raised. The TPC shall incorporate a summary of the written feedback received from tenured members of the academic unit into the draft tenure review and recommendation.

10.7.5 By 15 March, the TPC shall provide the candidate with the draft tenure review and recommendation. The draft shall be provided no less than three (3) working days prior to the meeting with the candidate.

10.7.6 The TPC shall meet with the candidate to discuss the draft tenure review and recommendation. The candidate shall have the right to submit additional written information to address any issues or concerns raised by the TPC. The candidate may be accompanied at this meeting by a tenured colleague as an observer for support.

10.7.7 The TPC shall then prepare the final tenure review and recommendation to the UTPC. Where possible, decisions shall be reached by consensus and, if not possible, by a simple majority vote. Any dissenting opinions from committee members shall be attached to the majority report.

10.7.8 No later than three (3) working days before 31 March, the chair of the TPC shall provide the candidate with the final tenure review and recommendation. The candidate shall have the right to respond in writing to the chair of the TPC. Any response shall be added to the tenure dossier by the employee along with the final tenure review and recommendation by 31 March.

10.7.9 By 31 March, the chair of the TPC shall forward to the Dean the tenure dossier, containing the TPC's final tenure review and recommendation and any response from the candidate.

10.7.10 By 15 April, the Dean shall write a final tenure review and recommendation to the UTPC which shall be transmitted to the candidate and the candidate's Chair.

10.7.11 Within three (3) working days of receiving the Dean's final tenure review and recommendation, the candidate shall include it in the tenure dossier and shall forward the cumulative dossier to the secretary of the UTPC.

## 10.8 UTPC Procedures for Tenure

10.8.1 The UTPC shall review the tenure dossier using the criteria outlined in Article 10.2 and according to the procedures in the Process and Timelines for Tenure System II.

10.8.2 Following final review, the UTPC shall recommend to the President that the employee:

10.8.2.1 be granted tenure and be promoted to the rank of Associate Professor; or

10.8.2.2 be released; or

10.8.2.3 be granted one additional probationary year, provided that the employee has not previously elected to extend the probationary period.

10.8.3 By 14 June of the year of application, the employee shall be advised in writing, with reasons, of the recommendation of the UTPC as set forth in Article 10.8.2 above and of the decision of the President.

10.8.4 An employee who has been granted an additional probationary year as specified in Article 10.8.2.3 shall apply again for tenure by the date specified by the UTPC in its recommendation to the President. The application shall be reviewed according to the procedures for an additional probationary year in the Process and Timelines for Tenure System II. Article 10.8.2, except for 10.8.2.3, Article 10.8.3 and Article 10.8.5 shall apply.

10.8.5 If the President decides to release an employee as set forth in Article 10.8.2.2, such termination shall be effective by 15 June of the appropriate year of application.

Upon termination, that employee shall receive the sum of four (4) months' annual salary and accrued vacation pay as specified in Article 15.4.

## 10.9 Appeal of Denial of Tenure or Permanency

10.9.1 Within ten (10) working days of receiving notice of termination as set forth in Articles 10.8.2.2 or 6.8.4.2, the employee may file an appeal of denial of tenure or denial of permanency with the President and the President of the MRFA.

10.9.2 A denial of tenure grievance shall proceed directly to the University Appeals Committee which shall consist of:

10.9.2.1 A Dean, not of the same faculty as the appellant, appointed by the President, and who shall chair the committee and shall vote only in the case of a tie.

10.9.2.2 Two (2) tenured employees of the University from a different faculty than the appellant, nominated by the Association,

10.9.2.3 Two (2) tenured employees from a faculty other than that of the appellant, appointed by the Board.

10.9.3 Upon receipt of a Notice of Appeal of denial of tenure:

10.9.3.1 The President shall summon the University Appeal Committee which shall meet to consider the appeal within ten (10) working days of receipt of the Notice of Appeal.

10.9.3.2 The University Appeal Committee shall review the recommendation of the UTPC along with all the supporting documentation and shall decide no later than ten (10) working days:

10.9.3.2.1 The UTPC's recommendation to deny tenure be upheld; or

10.9.3.2.2 The UTPC's recommendation to deny tenure be changed to recommendation to grant tenure.

10.9.4. Upon receipt of the decision of the University Appeal Committee, either party may, within twenty working (20) days of the same proceed to Step 5 of the Grievance Procedure outlined in Article 20.2.5.

## **ARTICLE 11 – PROMOTION**

### **11.1 Promotion to the Rank of Assistant Professor**

11.1.1 Promotion from the rank of Lecturer to the rank of Assistant Professor shall be automatic upon attainment of the required academic credential or its equivalent, as stipulated in Article 4.2.4.2.

### **11.2 Promotion to the Rank of Associate Professor**

11.2.1 Promotion from the rank of Assistant Professor to the rank of Associate Professor shall occur upon the granting of tenure, as stipulated in Article 10.8.2.1.

### **11.3 Promotion to the Rank of Professor**

#### **11.3.1 Definition of Promotion to the Rank of Professor**

At Mount Royal University, promotion to the rank of Professor is a formal recognition of sustained excellence as an employee in an instructionally-focused undergraduate university.

#### **11.3.2 General Criteria for Promotion to the Rank of Professor**

A candidate is eligible for promotion to the rank of Professor when he or she is working at a level that satisfies the criteria below, and when that level of performance is judged to represent a clear and prolonged trend within a career as demonstrated by the following general criteria:

- i. evidence of proficient and scholarly teaching;
- ii. evidence of scholarship, congruent with the teaching loads and resources available for scholarship at an undergraduate university, where applicable;
- iii. evidence of significant contributions in service; and
- iv. evidence that the duties have been carried out in a responsible and professional manner.

Exceeding the standards in one category shall not lower the performance expectations in the other categories.

Promotion recommendations and decisions shall be based solely on the general criteria in this Article, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors.

Candidates may apply for promotion based on either one (1) of the categories listed below in Article(s) 11.3.2.1 or 11.3.2.2, and 11.3.2.3.

#### **11.3.2.1 Excellence and Leadership in Teaching**

The candidate is an exemplary teacher who demonstrates leadership in teaching. The criteria include all the criteria for “proficient and scholarly teaching” as outlined in the effective *Tenure and Promotion Guidelines Brochure*. The assessment of excellence and leadership in teaching shall be based on the criterion in Article 11.3.2 i and the following criteria:

- demonstrates a sustained and significant impact on teaching beyond the individual's classes;
- influences professional dialogue about teaching beyond the academic unit;

- provides leadership for major educational initiatives in or beyond the university;
- champions the ongoing enhancement of undergraduate education;
- contributions to teaching and learning are recognized by peers at the national or international level.

#### 11.3.2.2 Excellence in Scholarship and Proficient and Scholarly Teaching

The assessment of excellence in scholarship shall be based on the criterion in Article 11.3.2 ii, all the criteria for “significant results from scholarship” as outlined in the effective *Tenure and Promotion Guidelines Brochure* and the following criteria:

- the candidate’s scholarship is recognized s by peers at the national or international level;
- the candidate’s scholarship has had a demonstrable impact on the work of other scholars, professionals, or within appropriate academic or professional communities;
- the candidate continues to meet the criteria for proficient and scholarly teaching required for the granting of tenure.

#### 11.3.2.3 Substantial Contribution in Service

The determination of substantial contribution in service shall be based on the criterion in Article 11.3.2 iii, all the criteria for “collegial participation” outlined in the effective *Tenure and Promotion Guidelines Brochure*, plus the following:

The candidate demonstrates leadership in at least one, or significant contributions in at least two of the following:

- service to the academic unit and faculty
- service to the university
- service to academic fields of study
- service to the broader community, in a faculty member-related or discipline-related capacity

### 11.4 **Review for Promotion to Rank of Professor and Recommendations from the TPC and the Dean to the UTPC**

11.4.1 By 31 January, the employee shall notify the Chair of the TPC, the Dean, and the Chair of the UTPC, in writing, that s/he intends to apply for promotion to the rank of Professor, and provide the names of six external referees who have agreed to comment confidentially on the application along with a rationale for the choices. Three referees shall be chosen from the list as follows:

11.4.1.1 The chair of the TPC of the academic unit shall name one (1) referee and an alternate.

11.4.1.2 The Dean shall name one (1) referee and an alternate.

11.4.1.3 The Provost and Vice-President, Academic shall name one (1) referee and an alternate.

11.4.1.4 The names shall be forwarded to the Dean, and the Dean shall write to the referees inviting them to comment on the application. Wherever possible, the external review shall be received within four weeks of the request.

11.4.1.4.1 The Dean shall provide the chair of the TPC with the external reviewers’ comments. These comments shall be kept confidential and separate from the promotion portfolio and shared only with members of the TPC, the Dean and members of the UTPC.

11.4.2 Effective 2011-2012 academic year, by the second Friday in June the employee shall submit the completed promotion portfolio to the chair of the TPC and notify in writing, the Dean, the Chair of the UTPC and the President of the MRFA of the submission.

- 11.4.3 All tenured members of the academic unit, whether members of the TPC or not, may provide feedback to the TPC, in writing, on the suitability of the candidate for promotion, based on the promotion criteria. The chair of the TPC shall make the portfolio available to the tenured members of the academic unit for review on 15 September. Written feedback must be submitted to the TPC within five working days.
- 11.4.4 The TPC shall meet to consider the promotion portfolio and the written feedback from tenured members of the academic unit. The TPC shall evaluate the employee's suitability for promotion using the criteria outlined in Article 11.3.2 and shall prepare a draft recommendation. A summary of written feedback received from tenured members of the academic unit shall be incorporated into the recommendation.
- 11.4.5 By the end of the second week in October, the TPC shall provide the employee with the draft recommendation. The recommendation shall be provided no less than three working days prior to the meeting with the employee.
- 11.4.6 The TPC shall meet with the employee to discuss the draft recommendation. The employee shall have the right to submit additional written information to address any issues or concerns raised by the TPC. The employee may be accompanied at this meeting by another tenured colleague as an observer for support.
- 11.4.7 The TPC shall then prepare the final recommendation. Any dissenting opinions from committee members shall be attached to the report.
- 11.4.8 No later than three working days before 31 October, the chair of the TPC shall provide the employee with the final recommendation of the TPC. The employee shall have the right to respond in writing to the chair of the TPC. Any response shall be added to the promotion portfolio by the employee along with the promotion recommendation by October 30.
- 11.4.9 By 31 October, after the receipt of the final recommendation, the employee has the right to withdraw the application without prejudice to future applications.
- 11.4.10 The chair of the TPC shall forward to the Dean the promotion portfolio, the confidential comments from the external reviewers, the TPC's final promotion recommendation and any response from the candidate.
- 11.4.11 By 15 November, the Dean shall forward a recommendation on the application of the employee to the UTPC along with the confidential comments from the external reviewers. A copy of the recommendation shall be provided to the candidate and the candidate's Chair.
- 11.4.12 Within three working days of receiving the Dean's final promotion review and recommendation, the candidate shall include it in the promotion portfolio and shall forward the cumulative dossier to the secretary of the UTPC.

**11.5 UTPC Procedures for Promotion**

- 11.5.1 The UTPC shall review the promotion portfolio using the general criteria in Article 11.3.2, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors.
- 11.5.2 Following final review, the UTPC shall decide that the employee:
  - 11.5.2.1 be promoted to the rank of Professor; or
  - 11.5.2.2 be denied promotion to the rank of Professor.
- 11.5.3 The employee shall be advised in writing, with reasons, of the decision of the UTPC as set forth in Article 11.5.2 above normally no later than 31 January of the Winter Semester.

## 11.6 Appeal of Denial of Promotion

11.6.1 Within twenty one (21) working days of receiving the decision of the UTPC to deny promotion to the rank of Professor as set out in Article 11.5.2.2, the employee may appeal the decision to deny promotion to the University Appeal Committee (UAC) on one or more of the following grounds:

11.6.1.1 Failure to follow procedural processes outlined herein this Collective Agreement and/or within the *Tenure and Promotion Guidelines Brochure* effective at the time.

11.6.1.2 Consistency of application of the criteria outlined in Article 11.5.1.

11.6.1.3 The decision of the UTPC conflicts with that of the academic unit's TPC or the Dean.

11.6.1.4 No appeal may be launched based on a procedural error committed by the applicant.

11.6.2 Should the employee decide to appeal, the employee shall file a Notice of Appeal of Denial of Promotion in writing to the President of the University with a copy to the President of the Association. The University President shall notify the Dean and the Chair of the academic unit's TPC that an appeal is pending. The Notice of Appeal shall note the grounds of the appeal and include the evidence on which the appeal is based and it shall form the basis on which the appeal is to be heard by the UAC.

11.6.3 If the employee has filed a notice of intention to apply for promotion to full professor, such notice shall be withdrawn as an employee may not have an application and an appeal in the system at the same time.

### 11.6.4 The University Appeal Committee

There shall be a University Appeals Committee which shall hear all appeals against decisions of the UTPC related to promotion.

#### 11.6.4.1 Membership:

The University Appeal Committee shall consist of:

11.6.4.1.1 The President of the University, who shall chair the committee and shall vote only in the case of a tie.

11.6.4.1.2 Two (2) tenured employees of the University from a faculty other than that of the appellant, nominated by the Association.

11.6.4.1.3 Two (2) tenured employees of the University from a faculty other than that of the appellant, appointed by the Board.

11.6.4.1.4 Upon hearing an appeal and when disagreement exists among the external referees, the Committee may by majority vote decide to appoint an external academic, who has expertise in the appellant's field. The external academic shall be a voting member of the committee. The appointment shall be made by the President in consultation with the Committee.

#### 11.6.4.2 Procedure of the University Appeal Committee

11.6.4.2.1 Upon receipt of a Notice of Appeal, the President shall notify the appellant's Dean and the Chair of the TPC of the academic unit.

11.6.4.2.2 The University Appeal Committee shall be summoned and meet to consider the appeal within twenty (20) working days of receipt of the Notice of Appeal.

11.6.4.2.3 The University Appeal Committee shall review the recommendation of the

UTPC along with all the supporting documentation and shall decide:

11.6.4.2.3.1 The UTPC's recommendation to deny promotion be upheld; or

11.6.4.2.3.2 The UTPC's recommendation to deny promotion be changed to a recommendation to grant promotion.

11.6.5 The decision of the University Appeal Committee shall be final.

11.6.6 The President shall convey the decision of the University Appeal Committee to the appellant, the President of the MRFA, the Dean, and the Chair of the appellant's academic unit TPC no later than 30 working days after the initial meeting of the Committee.

11.6.7 An employee shall not apply for promotion to professor more than twice in a five (5) year period commencing from the date of the first notice of intention to apply for promotion.

## **ARTICLE 12 – PERFORMANCE REVIEW OF EMPLOYEES**

12.1 Recognition and review of full-time employees work is a formative process and an Annual Report will constitute an important part of this process. The Annual Report shall be submitted to the Dean each year with a copy to the Chair by 1 June.

12.1.1 The Annual Report shall describe activities, achievements and plans related to teaching and service for those in the Teaching-Service work pattern, or teaching, scholarship and service for those in the Teaching-Scholarship-Service work pattern, or their equivalent in the case of non-instructional employees. Employees shall use the Annual Report Form (see Appendix B), and submit it along with a current curriculum vitae.

12.1.2 Any additions, modifications, or deletions to the types of information gathered by the Annual Report shall be made only through negotiations.

12.1.3 Notwithstanding Article 12.1.2, changes related to the functionality of the form can be made, subject to approval by both the Association and the University.

12.1.4 The pdf version stored electronically and any paper copies of the Annual Report, as well as the Dean's written response as outlined in Article 12.4.2, shall be deleted no later than seven years from the date of initial submission of the Annual Report to the Dean.

12.1.4.1 At least thirty days prior to the deletion date, a tenured employee may elect to have the pdf versions of the Annual Reports stored electronically until termination of employment.

12.1.4.2 An employee making such an election may revert to a seven-year retention period at any time.

12.1.5 The University shall maintain and administer the online Annual Report and its associated processes.

12.1.5.1 The University shall be responsible for the security of the data contained in the Annual Report.

12.1.6 Effective January 2012, each year, by 14 August, the Office of Research Services shall provide the Association with a summary report about what information has been compiled from the Annual Report for whom and for what purposes.

12.1.7. Should an employee be unable to complete or submit the Annual Report by 1 June as a result of software malfunction, the employee shall submit to the Dean, with a copy to the Chair, a paper version of the Annual Report containing the required information no later than 14 June.

12.2 The Dean following consultation with the Chair shall review the Annual Report as outlined in Article 12.4.1 and shall respond in writing by 1 October. If any revisions are required, the employee shall revise and resubmit the Annual Report to the Dean by 15 October. The Dean shall respond to the revisions of the Annual Report no later than 31 October on which date it will be closed to further revisions.

**12.3 Performance Review of Tenurable and Conditional Tenurable Employees and eligible Limited-term Employees wanting to include the year for future tenure consideration**

12.3.1 The performance of tenurable, conditional tenurable and eligible limited-term employees (as defined in Article 4.4.5) shall be reviewed annually by the academic unit TPC, the Chair and the Dean, as described in Articles 9 and 10. The Annual Report and current curriculum vitae shall be considered in the performance review and shall also be part of the tenure dossier.

12.3.2 After the review the Dean may request a meeting with a tenured employee, hereafter referred to as the employee, and the Chair if his/her performance is deemed not satisfactory.

**12.4 Performance Review of Tenured Employees**

12.4.1 The performance of tenured employees shall be reviewed annually by the Dean (or Associate Dean), hereafter referred to as the Dean, in consultation with the Chair, based on the Annual Report and current curriculum vitae. The review shall focus on the past year's activities, achievements and future plans as pertinent to the two work patterns or the equivalent in the case of non-instructional employees.

12.4.2 The Dean shall respond in writing to the Annual Report by 1 October and may request a meeting with a tenured employee, hereafter referred to as the employee, and the Chair if his/her performance is deemed not satisfactory.

**12.4.2.1 Performance Plan**

12.4.2.1.1 The Dean, in consultation with the Chair and the employee, may explore different options to improve the performance of the employee. If deemed appropriate, a performance plan which describes goals and strategies to achieve the desired outcomes may be devised in consultation with the employee and the Chair. The performance plan shall be communicated to the employee in person and in writing, with a copy to the Chair. A copy of the performance plan shall be placed on the employee's file in the Dean's office by 15 October.

12.4.2.1.2 As part of the next year's review process, the Dean and the Chair shall meet with the employee no later than 14 June to determine whether the employee has achieved satisfactory performance as outlined in the plan stipulated in Article 12.4.2.1.1.

12.4.2.1.3 If the Dean, in consultation with the Chair, determines that the performance is satisfactory, then this shall be communicated to the employee in person and in writing. A copy of this letter shall be sent to the Chair and placed on the employee's file in the Dean's office. All documents shall remain on the employee's file in the Dean's office for a further period of two years and then be removed provided the employee's annual performance remains satisfactory.

12.4.2.1.4 If the Dean, in consultation with the Chair, determines that the performance, as per the performance plan, is not satisfactory, then this shall be communicated to the employee in person and in writing. A copy of this letter shall be sent to the Chair and placed on the employee's file in the Dean's office.

12.4.2.1.5 The Dean shall then request that the Faculty Review Committee convene,

review the case and make recommendations to the Dean. The Dean will submit the prior and current year's Annual Reports and curriculum vitae, and the performance plan to the Faculty Review Committee for this purpose.

#### 12.4.2.2 The Faculty Review Committee

- 12.4.2.2.1 The Faculty Review Committee, a standing committee of the Faculty Council, shall normally consist of six tenured employees elected by the Faculty Council to represent, as much as possible, departments/disciplines/programs in a particular Faculty, School or Centre. The chair of the Faculty Review Committee shall normally be a Chair or a former Chair, also elected by Faculty Council. Members' term of service shall normally be two years with half the members alternating each year. It shall meet no later than 15 October of each academic year.
- 12.4.2.2.2 Following a request from the Dean, the Faculty Review Committee shall review the performance of the employee, based on the Annual Reports, curriculum vitae and performance plan and other materials it deems relevant in order to determine whether satisfactory performance has been achieved. The Committee shall meet with the Dean, Chair and employee as part of the process of gathering information related to performance. The employee can forward the names of up to two employees to the Faculty Review Committee as a resource to provide information relevant to his/her performance.
- 12.4.2.2.3 If the Faculty Review Committee determines that satisfactory performance, as per the performance plan, has been achieved, then it shall communicate this decision to the employee in writing and submit its recommendations and rationale in writing to the Dean, with a copy to the Chair. The Dean shall act upon its recommendations. All documents shall remain on the employee's file in the Dean's office for a further period of two years and then be removed provided the employee's annual performance remains satisfactory.
- 12.4.2.2.4 If the Faculty Review Committee determines that the performance of the employee as per the performance plan is not satisfactory, then the Committee shall devise an amended performance plan, in consultation with the employee and the Chair. The Committee shall communicate this decision to the employee who shall agree to the performance plan in writing and meet at least twice with the Chair over the upcoming year to review progress towards his/her performance improvement. A copy of the amended performance plan with an explanatory letter shall be sent to the Dean, Chair, and employee and appended to the annual report.
- 12.4.2.2.5 As part of the next year's performance review cycle and not later than 15 October, the Faculty Review Committee shall review the Annual Report, curriculum vitae, amended performance plan and other materials it deems relevant. The Committee shall meet with the Dean, Chair and employee as part of the review process. The employee can forward the names of up to two other employees to the Faculty Review Committee as a resource to provide information relevant to his/her performance.
- 12.4.2.2.6 If the Faculty Review Committee determines that satisfactory performance, as per the amended performance plan, has been achieved, then it shall communicate this decision to the employee in writing and submit its recommendations and rationale in writing to the Dean, with a copy to the Chair. The Dean shall act upon its recommendations. All documents shall remain on the employee's file in the Dean's office for a further period of two years and then be removed provided the employee's

annual performance remains satisfactory.

12.4.2.2.7 If the Faculty Review Committee determines that the performance, as per the amended performance plan, is still not satisfactory, then it shall communicate this decision to the Dean, Chair and the employee in writing. The role of the Faculty Review Committee in the formative process of employee performance review is concluded at this point.

**ARTICLE 13 – SALARY SCHEDULES AND SALARY ADMINISTRATION**

**13.1 Full-time Employees**

13.1.1 Education, training and experience shall together determine the annual rate of salary paid to each full-time employee.

13.1.2 Full-time Employees

Salary Schedule effective July 1, 2010 – December 31, 2010

Step	Category A	Category B	Category C	Category D	Category E
1	52,322	57,926	62,311	64,194	67,359
2	54,200	60,016	64,372	66,242	69,427
3	56,499	62,518	66,874	68,745	71,977
4	58,773	65,015	69,373	71,241	74,531
5	61,043	67,519	71,874	73,744	77,080
6	63,320	70,018	74,372	76,244	79,627
7	65,594	72,520	76,874	78,744	82,176
8	67,867	75,018	79,375	81,244	84,725
9	70,143	77,517	81,873	83,745	87,275
10	72,418	80,020	84,373	86,249	89,825
11	75,069	82,908	87,306	89,189	92,831
12	78,078	86,246	90,653	92,555	96,288
13	83,002	91,193	95,655	97,577	101,436
14	85,907	94,386	99,003	100,993	104,986
15	88,485	97,218	101,974	104,023	108,136
20 Year LSI	90,255	99,163	104,014	106,104	110,299
25 Year LSI	92,061	101,147	106,095	108,227	112,505

13.1.3 Placement in category shall be determined as follows, based upon approval of the academic credential(s) by the appropriate Vice-President, and where applicable, the Vice-President, Student Affairs and Campus Life:

- A - A first Baccalaureate.
- B - Two degrees, e.g., B.A. plus B.Ed., or one degree plus one year's credit towards a Master's degree.
- C - A Master's degree.
- D - Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis.
- E - A Doctoral degree.

Should applicants present educational or training qualifications other than as listed above, the selection committee shall recommend category placement to the appropriate Vice-President, and where applicable, the Vice-President, Student Affairs and Campus Life.

In the event of an appeal of the decision of the appropriate Vice-President, and where applicable, the Vice-President, Student Affairs and Campus Life, the Faculty Tenure Committee (as per Article 9.2.6) will hear the appeal. Any person involved in the original recommendation or decision will appoint a designate to the Faculty Tenure Committee for the purpose of hearing the appeal.

#### 13.1.4 Placement on step shall be recommended as follows:

Initial placement on the appropriate step of the salary schedule shall be calculated on the basis of one (1) year on the salary schedule for each year of relevant full-time business, professional or teaching experience.

Partial years of relevant business, professional or teaching experience may be considered by the selection committee in calculating placement on the salary schedule.

The Provost and Vice-President, Academic shall provide a report to the President of the MRFA on the category of appointment, rank, required academic credential, work pattern, and initial category and step placement of all newly hired full-time and limited-term employees by 1 September. This information shall be kept confidential in keeping with the requirements of F.O.I.P.

#### 13.1.5 Long Service Increments

13.1.5.1 An employee shall receive the 20 year long service increment, (Step 20 Year LSI) on the Salary Schedule, after completion of twenty (20) years of full-time service with the University (service does not include periods of unpaid leave).

13.1.5.2 An employee shall receive the 25 year long service increment, (Step 25 Year LSI) on the Salary Schedule, after completion of twenty-five (25) years of full-time service with the University (not including periods of unpaid leave).

#### 13.1.6 Transfer to Higher Category

Transfer to a higher category, subsequent to appointment, shall take effect not later than one month following presentation of valid documentation to the appropriate Dean. The Provost and Vice-President, Academic shall inform the Association of any such change.

13.1.7 Promotion to the next succeeding step on the salary schedule shall follow completion of any one year's service with the Board, up to the maximum number of steps. It shall be effective on 1 July or 1 January whichever is closer to the completion of the year's service. This promotion provision is not applicable to part-time employees.

### 13.2 **Salary Schedule and Salary Administration (Effective January 1, 2011)**

The following salary schedule and salary administration shall become effective January 1, 2011 and shall apply to all employees with a rank of Lecturer, Assistant Professor, Associate Professor or Professor.

Salary Schedule effective January 1, 2011 – June 30, 2012

<b>Lecturer / Assistant Professor</b>				<b>Associate Professor</b>				<b>Professor</b>	
<b>Step</b>	<b>Salary</b>			<b>Step</b>	<b>Salary</b>			<b>Step</b>	<b>Salary</b>
1	67,359			1	76,700			1	93,196
2	69,582			2	79,231			2	96,271
3	71,878			3	81,846			3	99,448
4	74,250			4	84,547			4	102,730
5	76,700			5	87,337			5	106,120
6	79,231			6	90,219			6	109,622
7	81,846			7	93,196			7	113,240
8	84,547			8	96,271			8	116,977
9	87,337			9	99,448			9	120,837
10	90,219			10	102,730			10	124,825
Credential I	11	93,196		11	106,120			11	128,944
Credential II	12	96,271		12	109,622			12	133,199
Credential III	13	99,448		13	113,240			13	137,595

Credential Level I = Master's degree or lower  
 Credential Level II = Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis  
 Credential Level III = Doctoral degree

13.2.1 Initial Salary Grid Placement

An employee's initial placement shall be on the salary grid for the rank stipulated in the letter of appointment.

13.2.2 Grid Transfer on Promotion

13.2.2.1 Upon the granting of tenure and promotion to the rank of Associate Professor, an employee shall be transferred to the Associate Professor salary grid at the step equal to the current salary.

13.2.2.2 Upon promotion to the rank of Professor, an employee shall be transferred to the Professor salary grid at the step one higher than the current salary. This transfer and change in salary shall take place effective 1 February of the academic year in which written notification of promotion was received.

13.2.3 Credential Placement

Remuneration for academic credentials shall be provided through additional steps on the salary

grids, based upon approval of the academic credential(s) by the Provost and Vice-President, Academic. The three levels of credential placement are:

**Level I** A Master's degree or lower

The maximum grid step attainable by an employee in credential level I shall be two (2) steps below the maxima of all grids.

**Level II** Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis.

Credential level II shall be remunerated by one (1) additional step over credential level I. The maximum grid step attainable by an employee in credential level II shall be one (1) step below the maxima of all grids.

**Level III** A Doctoral degree

Credential level III shall be remunerated by two (2) additional steps over credential level I. The maximum grid step attainable by an employee in credential level III shall be the maxima of all grids.

Should applicants present educational or training qualifications other than as listed above, the selection committee shall recommend credential placement to the Provost and Vice-President, Academic. The decision of the Provost and Vice-President, Academic may be appealed to the University Tenure and Promotion Committee. The Provost and Vice-President, Academic shall not participate in the hearing of the appeal and any person on the University Tenure and Promotion Committee involved in the original recommendation shall be replaced by an alternate, where possible, for the purpose of hearing the appeal.

13.2.4 Placement on Step

Placement on step on the initial salary grid shall be recommended by the selection committee as follows:

13.2.4.1 Initial placement for experience shall be calculated on the basis of one (1) step on the salary grid for each year of relevant full-time business, professional or teaching experience.

Partial years of relevant business, professional or teaching experience may be considered by the selection committee in calculating placement on the salary grid.

Initial placement for experience at the rank of Lecturer or Assistant Professor shall normally not be higher than Step 7 on the Lecturer/Assistant Professor grid.

13.2.4.2 One (1) additional step shall be added to the placement for experience for credential level II, as defined in Article 13.2.3.

13.2.4.3 Two (2) additional steps shall be added to the placement for experience for credential level III, as defined in Article 13.2.3.

The Provost and Vice-President, Academic shall provide a report to the Association on the category of appointment, rank, required academic credential, work pattern, initial grid, credential and step placement, as well as any market supplement granted, for all newly-hired full-time and limited-term employees by 1 September. This information shall be kept confidential in keeping with the requirements of F.O.I.P.

13.2.5 Credential Increments

Upon attainment of a higher academic credential, as outlined in Article 13.2.3, an employee shall

be moved to the next higher step on the salary grid. This shall take effect no later than one month after the employee has presented valid documentation to his/her Dean. The Provost and Vice-President, Academic shall inform the Association of all such changes.

**13.2.6 Annual Increment**

Movement to the next higher step on the salary grid, up to the maximum number of steps identified in Article 13.2.3, shall follow completion of any one year's service with the Board. This shall take effect on 1 July or 1 January, whichever is closer to employee's anniversary date.

**13.2.7 Long Service Recognition**

13.2.7.1 After completion of twenty (20) years of full-time service with the University (not including periods of unpaid leave) an amount of \$3,000 shall be added to the employee's annual salary and paid over 24 pay periods.

13.2.7.2 After completion of twenty-five (25) years of full-time service with the University (not including periods of unpaid leave) an additional amount of \$3,000 shall be added to the employee's annual salary and paid over 24 pay periods.

13.2.7.3 Percentage increases negotiated to the salary grids shall be applied to the Long Service Amounts.

**13.3 Part-time Salary Schedule**

13.3.1 (a) Hourly Rate Schedule effective July 1, 2010 – June 30, 2011 \*

Part-time Employee Category	Step	Category A	Category B	Category C	Category D	Category E
Instructor	1	100.27	103.28	106.38	109.56	112.88
	2	104.32	107.42	110.64	113.95	117.38
	3	108.50	111.72	115.07	118.51	122.08
	4	112.84	116.19	119.68	123.25	126.97
	5	117.36	120.84	124.47	128.18	132.05
Librarian	1	34.24	35.27	36.34	37.44	38.54
	2	35.62	36.69	37.79	38.93	40.09
	3	37.04	38.16	39.29	40.48	41.69
	4	38.52	39.69	40.86	42.10	43.36
	5	40.06	41.28	42.50	43.79	45.10
Counsellor and Clinical Instructor	1	57.10	58.81	60.56	62.38	64.25
	2	59.37	61.16	62.98	64.87	66.83
	3	61.75	63.59	65.50	67.47	69.50
	4	64.23	66.14	68.12	70.18	72.28
	5	66.80	68.79	70.85	72.99	75.18
Credit Music Instructor • One student	1	84.36	86.89	89.49	92.17	94.93
	2	87.72	90.37	93.08	95.86	98.74
	3	91.23	93.99	96.81	99.70	102.69

<ul style="list-style-type: none"> <li>• 2 – 15 students</li>   <li>• Over 15 students</li> </ul>	4	94.89	97.75	100.69	103.69	106.80
	5	98.69	101.66	104.72	107.84	111.08
	1	93.25	96.04	98.92	101.89	104.94
	2	96.97	99.90	102.87	105.96	109.14
	3	100.86	103.90	106.99	110.20	113.51
	4	104.89	108.06	111.28	114.61	118.06
	5	109.09	112.39	115.74	119.20	122.79
	1	100.58	103.62	106.70	109.90	113.20
	2	104.61	107.74	110.96	114.29	117.73
	3	108.80	112.05	115.40	118.85	122.45
Laboratory Instructor	4	113.16	116.53	120.02	123.61	127.35
	5	117.69	121.20	124.83	128.56	132.45
	1	44.80	46.16	47.54	48.97	50.42
	2	46.60	48.01	49.44	50.94	52.43
	3	48.46	49.94	51.43	52.98	54.54
4	50.41	51.94	53.49	55.10	56.73	
5	52.43	54.02	55.63	57.31	59.00	

- \* It is the intention of the parties to this agreement that the laboratory instruction rate applies to each hour of laboratory instruction including the preparation for that hour and the marking for that hour. The preparation of laboratory manuals and/or primary course materials is not included in this rate.

13.3.1 (b) Hourly Rate Schedule effective July 1, 2011 – June 30, 2012 \*

Part-time Employee Category	Step	Category A	Category B	Category C	Category D	Category E
Instructor	1	100.27	103.28	106.38	109.56	112.88
	2	104.32	107.42	110.64	113.95	117.38
	3	108.50	111.72	115.07	118.51	122.08
	4	112.84	116.19	119.68	123.25	126.97
	5	117.36	120.84	124.47	128.18	132.05
	6	122.05	125.67	129.45	133.31	137.33
Librarian	1	34.24	35.27	36.34	37.44	38.54
	2	35.62	36.69	37.79	38.93	40.09
	3	37.04	38.16	39.29	40.48	41.69
	4	38.52	39.69	40.86	42.10	43.36
	5	40.06	41.28	42.50	43.79	45.10
	6	41.66	42.93	44.20	45.54	46.90

Counsellor and Clinical Instructor	1	57.10	58.81	60.56	62.38	64.25	
	2	59.37	61.16	62.98	64.87	66.83	
	3	61.75	63.59	65.50	67.47	69.50	
	4	64.23	66.14	68.12	70.18	72.28	
	5	66.80	68.79	70.85	72.99	75.18	
	6	69.47	71.54	73.68	75.91	78.19	
Credit Music Instructor	• One student	1	84.36	86.89	89.49	92.17	94.93
		2	87.72	90.37	93.08	95.86	98.74
		3	91.23	93.99	96.81	99.70	102.69
		4	94.89	97.75	100.69	103.69	106.80
		5	98.69	101.66	104.72	107.84	111.08
		6	102.64	105.73	108.91	112.15	115.52
	• 2 – 15 students	1	93.25	96.04	98.92	101.89	104.94
		2	96.97	99.90	102.87	105.96	109.14
		3	100.86	103.90	106.99	110.20	113.51
		4	104.89	108.06	111.28	114.61	118.06
		5	109.09	112.39	115.74	119.20	122.79
		6	113.45	116.89	120.37	123.97	127.70
	• Over 15 students	1	100.58	103.62	106.70	109.90	113.20
		2	104.61	107.74	110.96	114.29	117.73
		3	108.80	112.05	115.40	118.85	122.45
		4	113.16	116.53	120.02	123.61	127.35
		5	117.69	121.20	124.83	128.56	132.45
		6	122.40	126.05	129.82	133.70	137.75
Laboratory Instructor	1	44.80	46.16	47.54	48.97	50.42	
	2	46.60	48.01	49.44	50.94	52.43	
	3	48.46	49.94	51.43	52.98	54.54	
	4	50.41	51.94	53.49	55.10	56.73	
	5	52.43	54.02	55.63	57.31	59.00	
	6	54.53	56.18	57.86	59.60	61.36	

\* It is the intention of the parties to this agreement that the laboratory instruction rate applies to each hour of laboratory instruction including the preparation for that hour and the marking for that hour. The preparation of laboratory manuals and/or primary course materials is not included in this rate.

13.3.1 (c) For the duration of this agreement, notwithstanding changes contemplated to the number of instructional days, 16 weeks shall be taken as the measure of part-time work when

calculating SICH (e.g. a three hour course shall be calculated at 48 SICH).

### 13.3.2 Initial category placement (Step 1)

At the time of initial appointment, part-time employees shall present proof of educational credential, or work towards a credential, to the Chair of the selection committee, who shall recommend to the appropriate Dean placement in category as follows.

A - A first Baccalaureate.

B - Two degrees, e.g., B.A. plus B.Ed., or one degree plus one year's credit towards a Master's degree.

C - A Master's degree.

D - Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis.

E - A Doctoral degree.

Should applicants present educational or training qualifications other than as listed above, the chair of the selection committee shall recommend category placement to the Dean.

The decision of the Dean may be appealed to the Provost and Vice-President, Academic. Further appeal may be made to the University Tenure and Promotion Committee. The Provost and Vice-President, Academic shall not participate in the hearing of the appeal and any person on the University Tenure and Promotion Committee involved in the original recommendation shall be replaced by an alternate, where possible, for the purpose of hearing the appeal.

### 13.3.3 Transfer to Higher Category

Transfer to a higher category, subsequent to appointment, shall take effect not later than one month following presentation of valid documentation to the Dean. The Provost and Vice-President, Academic, shall inform the Association of any such change.

### 13.3.4 **Effective July 1, 2010. Service Increment (Step 2, Step 3, Step 4, and Step 5)**

A part-time employee who has satisfactorily completed ten (10) semesters of work as a part-time employee with Mount Royal University, counting from September 1, 1999, shall be moved to Step 2 of the salary schedule for part-time employees. A semester of work is either the Fall, Winter, or Spring/Summer semester (maximum of three (3) per year).

A part-time employee who has satisfactorily completed fifteen (15) semesters of work as a part-time employee with Mount Royal University, counting from September 1, 1999, shall be moved to Step 3 of the salary schedule for part-time employees. A semester of work is the Fall, Winter, or Spring/Summer Semester (maximum of three (3) per year).

A part-time employee who has satisfactorily completed twenty (20) semesters of work as a part-time employee with Mount Royal University, counting from September 1, 1999, shall be moved to Step 4 of the salary schedule for part-time employees. A semester of work is the Fall, Winter, or Spring/Summer Semester (maximum of three (3) per year).

A part-time employee who has satisfactorily completed twenty-five (25) semesters of work as a part-time employee with Mount Royal University, counting from September 1, 1999, shall be moved to Step 5 of the salary schedule for part-time employees. A semester of work is the Fall, Winter, or Spring/Summer Semester (maximum of three (3) per year).

#### 13.3.4.1 **Effective July 1, 2011. Service Increment (Step 6)**

A part-time employee who has satisfactorily completed thirty (30) semesters of work as a part-time employee with Mount Royal University, counting from September 1, 1999, shall

be moved to Step 6 of the salary schedule for part-time employees. A semester of work is the Fall, Winter, or Spring/Summer Semester (maximum of three (3) per year).

13.3.5 Previous full-time experience as an employee at Mount Royal University shall be taken into consideration when determining initial step placement on the salary schedule for part-time employees.

13.3.6 Cancellation Payment

When a part-time contract for a course/section has been issued and the course/section is subsequently cancelled or reassigned, the part-time employee shall be paid a cancellation payment of 10% of the value of the cancelled course/section, unless s/he has been offered another course/section in its place.

**13.4 Salary Administration**

13.4.1 The Board may pay salary above the rates stipulated in this Article to an employee for:

13.4.1.1 administrative functions delegated by the Board;

13.4.1.2 special qualifications other than those described in Article 13.1.3 and 13.3.2;

13.4.1.3 other reasons deemed valid and approved by the Board.

13.4.2 Employees shall be paid twice monthly on the 15th day of the month and on the 3rd to last banking day of the month.

13.4.3 Employees who are required to work more than ten (10) months in any full year of the Agreement shall be paid an additional one-tenth (1/10) of their annual salary for each month worked in excess of ten (10) months, or a pro rata share thereof.

13.4.4 Chairs' remuneration shall be seven thousand six hundred dollars (\$7,600) added to their annual salary and paid over twenty-four (24) pay periods. Percentage increases negotiated to the salary grids shall be applied to the Chairs' remuneration. After three (3) years of continuous service, an additional remuneration of two thousand five hundred dollars (\$2,500) per year shall be paid to Chairs during their fourth (4<sup>th</sup>) and subsequent years. Chairs shall teach an average of at least one (1) credit course per semester. In exceptional circumstances, Chairs may not be required to teach.

13.4.5 The President of the Association shall be paid his/her annual salary but shall be released from half of the normal departmental duties.

13.4.6 The Secretary and the Treasurer of the Association shall be paid their annual salary but each shall be released from forty-eight (48) scheduled instructional course hours annually or the workload equivalent for Counsellors, Educational Developers and Librarians.

13.4.7 The Mount Royal Faculty Association has the right to purchase additional release time, subject to University approval, which shall not normally be refused.

13.4.8 In the event the Board grants a market supplement to an employee, the Board shall report the number of supplements and aggregate amount in each Faculty/School/Centre to the Association prior to 1 September.

**ARTICLE 14 - WORKLOAD**

**14.1 Assignment of Instructional Load for Full-time Employees**

The instructional load of full-time employees shall be assigned by consultation between the Chair and the members of each academic unit, following consultation with the Dean.

## 14.2 **Periods of Responsibility for Full-time Employees**

In any full year of this Agreement the normal workload for full-time employees shall include:

- Eight (8) months of teaching responsibility;
- Two (2) months of intersessional period developmental responsibility;
- Two (2) consecutive months of vacation.

Months of teaching responsibility and/or months of intersessional period developmental responsibility shall include the equivalent time in weeks, and such weeks or months of teaching responsibility and/or intersessional period developmental responsibility need not be scheduled consecutively.

## 14.3 **Work Patterns for Full-time and Limited-term Employees**

14.3.1 There are two work patterns for full-time and limited-term employees: Teaching-Service Pattern (TS) and Teaching-Scholarship-Service Pattern (TSS).

14.3.1.1 Teaching-Service Pattern - a full-time workload which includes the instructional load and service activities as outlined in Articles 14.4 and 14.7.

14.3.1.2 Teaching-Scholarship-Service Pattern - a full-time workload which includes the instructional load, scholarship and service activities as outlined in Articles 14.5 and 14.7.

14.3.2 For the purposes of performance review as outlined in Article 12, both work patterns shall be considered equivalent.

14.3.3 Subject to conditions outlined in Article 14.8.1, all full-time tenured employees are eligible to move between the two work patterns.

14.3.4 Chairs are eligible to choose either the TS or TSS work pattern. If the Chair chooses the TSS work pattern, adjustments will be made in the Chair's workload in consultation with the Dean to accommodate the TSS work pattern and these adjustments will be communicated to the academic unit.

14.3.5 Tenurable, conditional tenurable and limited-term employees shall be appointed into a work pattern in accordance with Articles 4.3.9 and 4.3.13.

14.3.6 Tenurable employees shall not change their initial work pattern during the probationary period.

14.3.7 Conditional tenurable employees shall not change their initial work pattern during the conditional tenurable appointment.

14.3.8 Limited-term employees shall not change their initial work pattern during the period of appointment.

## 14.4 **Teaching-Service Pattern**

14.4.1 Full-time and limited-term employees who are in the Teaching-Service Pattern shall normally teach 384 scheduled instructional course hours annually. These employees shall teach no fewer than 336 scheduled instructional course hours annually, or more than 432 scheduled instructional course hours annually, subject to Articles 14.4.1.1 and 14.4.1.2.

14.4.1.1 Exceptions for instructional load above 432 scheduled instructional course hours require the prior approval of the full-time employees and the Chair.

14.4.1.2 Exceptions for instructional load below 336 scheduled instructional course hours require the prior approval of the Dean.

- 14.4.1.3 All employees under this work pattern shall normally teach a minimum of 192 scheduled instructional course hours annually. Any reduction below this shall require the prior approval of the Dean.
- 14.4.2 Full-time and limited-term employees shall normally teach no more than two hundred and seventy (270) course registrants annually. Exceptions for instructional load above two hundred and seventy (270) course registrants require the prior approval of the full-time employee, the Chair and the Dean.
- 14.4.3 Members of the Association shall provide full and accurate information for projected and actual instructional load reports as requested by the eighth (8th) week of a Fall or Winter semester. The Provost and Vice-President, Academic, shall provide a summary of actual instructional load to the Association by the last week of a semester.
- 14.4.4 Should the projected or actual instructional load of an employee be fewer than 336 scheduled instructional course hours, before any reassigned time for non-instructional activities, the Dean may require the instructional load of the employee to be increased.
- 14.4.5 Employees may be required to teach during the third term to meet their annual minimum instructional load, as specified in Article 14.4.1.
- 14.4.6 Any employee projected to carry an annual instructional load of at least 384 scheduled instructional course hours shall be eligible to accept a part-time instructional contract in addition to this load, for extra compensation.
- 14.4.7 Both exceptional amounts and the composition of the workload, as established in Articles 14.4.1, 14.4.2, 14.4.4, 14.6 and 14.9, shall be appealable pursuant to Article 14.12.

#### 14.5 **Teaching-Scholarship-Service Pattern**

- 14.5.1 Full-time and limited-term employees who are in the Teaching-Scholarship-Service Pattern shall normally teach 288 scheduled instructional course hours annually. These employees shall teach no fewer than 240 scheduled instructional course hours annually, or more than 336 scheduled instructional course hours annually, subject to Articles 14.5.1.1 and 14.5.1.2.
  - 14.5.1.1 Exceptions for instructional load above 336 scheduled instructional course hours require the prior approval of the full-time employee and the Chair.
  - 14.5.1.2 Exceptions for instructional load below 240 scheduled instructional course hours require the prior approval of the Dean.
  - 14.5.1.3 All employees under this work pattern shall normally teach a minimum of 144 scheduled instructional course hours annually. Any reduction below this shall require the prior approval of the Dean.
- 14.5.2 Full-time and limited-term employees shall normally teach no more than two hundred and forty (240) course registrants annually. Exceptions for instructional load above two hundred and forty (240) course registrants require the approval of the full-time employee, the Chair and the Dean.
- 14.5.3 Full-time and limited-term employees are also required to engage in scholarship which will include, but not be restricted to, the examples described in the Addendum on Teaching, Scholarship and Service.
- 14.5.4 Employees who elect the Teaching-Scholarship-Service Pattern shall do so for a term of three years and will continue in this work pattern unless they opt to change. In exceptional circumstances, an employee may change to the Teaching-Service Pattern before the end of the three year term, subject to the Dean's approval. Such approval shall not normally be withheld.
- 14.5.5 Members of the Association shall provide full and accurate information for projected and actual

instructional load reports as requested by the eighth (8th) week of a Fall or Winter semester. The Provost and Vice-President, Academic, shall provide a summary of actual instructional load to the Association by the last week of a semester.

- 14.5.6 Should the projected or actual instructional load of an employee in the Teaching Scholarship-Service Pattern be fewer than 240 scheduled instructional course hours, the Dean may require the workload of the employee to be increased.
- 14.5.7 Employees may be required to teach during the third term to meet their annual minimum instructional load, as specified in Article 14.5.1.
- 14.5.8 Any employee projected to carry an annual instructional load of at least 288 scheduled instructional course hours shall be eligible to accept a part-time instructional contract in addition to this load, for extra compensation.
- 14.5.9 Both exceptional amounts and the composition of the workload, as established in Articles 14.5.1, 14.5.2, 14.5.6, 14.6 and 14.9, shall be appealable pursuant to Article 14.12.

#### 14.6 Department Average

The departmental instructional load shall be maintained at a weighted average based on a full-time load of 384 scheduled instructional course hours annually for all employees in the Teaching-Service Pattern and a full-time load of 288 scheduled instructional course hours annually for all employees in the Teaching-Scholarship-Service Pattern. Reductions below these levels shall be at the approval of the Dean.

The weighted departmental average shall be calculated as follows:

$$\text{departmental average} = \frac{n_{TS} \text{ times } 384 + n_{TSS} \text{ times } 288}{n_{TS} + n_{TSS}}$$

where  $n_{TS}$  is the number of employees in the department with a full-time workload in the Teaching-Service Pattern and  $n_{TSS}$  is the number of employees in the department with a full-time workload in the Teaching-Scholarship-Service Pattern.

#### 14.7 Service Activities for Full-time and Limited-term Employees

- 14.7.1 Full-time and limited-term employees shall engage in service which will include, but not be restricted to, the examples described in the Addendum on Teaching, Scholarship and Service.

#### 14.8 Changing Work Patterns

- 14.8.1 Tenured employees who plan to move from one work pattern to another shall provide written notice to the Chair and the Dean no later than the eighth (8<sup>th</sup>) week of the Fall semester of the year before the anticipated move between the work patterns.

#### 14.9 Activities Eligible for Reassigned Time for Employees

- 14.9.1 Full-time and limited-term employees may be eligible for an adjustment to their instructional load or equivalent, by way of reassigned time for activities under List A.

Applications for reassigned time to engage in activities detailed in List A must be submitted directly to the Dean by the first (1<sup>st</sup>) week of April for reassigned time for the following academic year. The Dean, who may consult on, but not delegate the approval, must notify the applicants by the end of April.

- 14.9.1.1 The maximum reassigned time available for an individual full-time or limited-term employee from List A is normally 96 scheduled instructional course hours per academic year. The limit of 96 scheduled instructional course hours may be exceeded only where

the excess over 96 is entirely funded from external sources, whether or not all or part of the 96 scheduled instructional course hours is also funded from external sources. "External sources" means funds from non-University sources or credit-free areas.

14.9.1.2 Non instructional activities eligible for List A reassignment time shall include but will not necessarily be limited to the following:

List A:

- New course development prior to or during delivery for the first time
- New program development
- Major revision of a program or a large multi-section course
- Major Program Review including accreditation
- Scholarly and artistic activity
- Major professional development activities
- Community service activities in the employee's own area of expertise, including professional associations
- Development/selection of and/or experimentation with instructional methods including the use of learning technologies
- Chair of Academic Program and Policy Committee

14.9.1.3 The Board shall provide annual funding of \$150,000 to List A.

14.9.1.4 The Board shall make available not less than \$700,000 for student advising and/or selection for programs, for coordination of courses, disciplines and programs, and to support the Assistant to the Chair, where applicable. The Chair shall apply in writing to the Dean no later than 15 January of each academic year detailing the request and impact on employee workloads for approval by the Dean. Additional resources may be made available above those stipulated in this Agreement.

14.9.1.5 For the term of this agreement, the \$44,465 the Board has made available for reassignment of counsellors, educational developers and librarians shall be allocated to the Deans' operating budgets.

14.9.1.6 When a grant of SICH from List A is equal to or less than sixteen (16) SICH, the employee and the Dean may mutually agree that the equivalent sum may be taken in the form of a payment in lieu of the allocated reassigned time.

14.9.1.7 Any unused portion of the funding for List A activities as at June 30 annually will be transferred to the central fund for Professional Development of Part-time employees as referred to in Article 18.7.1.

14.9.1.8 Chairs shall receive no less than 192 SICH reassigned time to carry out their roles and responsibilities.

14.9.2 The Provost and Vice-President, Academic shall provide a report of actual reassigned time for specific activities in List A to the Association by September 15<sup>th</sup> annually. The report shall detail the number of applications accepted and denied.

#### 14.10 **Workload of Counsellors, Educational Developers and Librarians**

14.10.1 The service and scholarship activities for counsellors, educational developers and librarians are the same as for other employees and are outlined in the Addendum on Teaching, Scholarship and Service.

14.10.2 The provisions of Articles 14.3.2, 14.3.3, 14.3.5 to 14.3.8, 14.5.4 and 14.8.1 governing appointment to and moving between work patterns shall apply to counsellors, educational developers and librarians.

14.10.3 Counsellors, educational developers and librarians are eligible for reassigned time as outlined in Article 14.9.

14.10.4 The workload assignment of counsellors, educational developers and librarians shall be appealable pursuant to Article 14.12.

14.10.5 Workload of Educational Developers and Librarians

14.10.5.1 The workload of full-time and limited-term educational developers shall be assigned by consultation between the Director of the Academic Development Centre and the educational developers, following consultation with the Dean.

14.10.5.2 The workload of full-time and limited-term librarians shall be assigned by consultation between the Chair and the librarians, following consultation with the University Librarian.

14.10.5.3 A TS work pattern for educational developers and librarians shall include a balance of scheduled and non-scheduled duties equivalent to the instructional component of the Teaching-Service Pattern defined in Article 14.4.

14.10.5.4 A TSS work pattern for educational developers and librarians shall provide time for scholarship in the same proportion as in the Teaching-Scholarship-Service Pattern defined in Article 14.5. Scheduled duties shall be arranged so that there is sufficient time for the pursuit of scholarship.

14.10.6 Workload of Counsellors

14.10.6.1 The workload of full-time and limited-term counsellors shall be assigned by consultation between the Chair and the counsellors, following consultation with the Manager of Wellness Services.

14.10.6.2 A counsellor in the Teaching-Service Pattern shall normally provide an average of 22 hours of direct client contact time plus associated administrative time per week.

14.10.6.3 A counsellor in the Teaching-Scholarship-Service Pattern shall normally provide an average of 16 hours of direct client contact time plus associated administrative time per week. Scheduled duties shall be arranged so that there is sufficient time for the pursuit of scholarship.

14.10.6.4 A counsellor teaching a credit course of 48 scheduled instructional course hours as part of workload in a Fall or Winter semester shall be released from 6 hours of direct client contact time and one hour of associated administrative time per week during the semester in which the course is taught.

**14.11 Overload Teaching During Intersession**

An employee may be required to teach one credit course beyond his/her approved instructional load during the intersessional period, but such requirement may be exercised only once during a period of three consecutive academic years.

Should an employee be required to teach during the intersessional period, the instructional load of the employee shall be reduced by an amount corresponding to the intersessional period instructional load and this shall be done in one of the two semesters following such intersessional period of teaching.

Should the instructional load of such an employee not be capable of reduction, the employee shall be paid for such intersessional period of teaching at the applicable part-time rate in effect at the time of such intersessional period of teaching.

## 14.12 Workload Appeal Procedure

14.12.1 An employee, a Chair or an administrator dissatisfied with the workload responsibility assigned, including any reassigned time approved or declined, may file a Notice of Appeal in writing with the Provost and Vice-President, Academic and the President of the Association.

### 14.12.2 Appeal Committee

#### 14.12.2.1 Membership:

The appeal committee shall consist of:

14.12.2.1.1 an employee, preferably from the same discipline or academic unit, such peer to be nominated by the employee involved in any such dispute;

14.12.2.1.2 a nominee named by the Association;

14.12.2.1.3 two (2) nominees named by the Board;

14.12.2.1.4 the Committee shall elect its own chair.

None of the above appeal committee or tribunal hereinafter named shall be a party to the dispute.

#### 14.12.2.2 Procedure:

The appeal committee shall then be immediately summoned by the Provost and Vice-President, Academic and shall meet and render a decision on the appeal within five (5) working days from the date the Provost and Vice-President, Academic and the President of the Association receive such Notice of Appeal.

A majority decision of such appeal committee shall be final and binding on all parties.

#### 14.12.2.3 Tribunal:

In the event of no majority decision by the appeal committee the dispute shall go automatically to a tribunal as hereinafter constituted and shall be forwarded to such tribunal by the Provost and Vice-President, Academic within five (5) days of the decision of the appeal committee.

##### 14.12.2.3.1 Membership:

The tribunal shall consist of the following:

14.12.2.3.1.1 a nominee of the Association;

14.12.2.3.1.2 a nominee of the Board;

14.12.2.3.1.3 a chair to be mutually agreed upon between the two nominees forthwith, and in the event the chair cannot be agreed upon by the said nominees within one (1) day following receipt of notice summoning the tribunal, a chair shall be drawn by lot from a panel of three persons to be mutually agreed upon by the exchange of letters between the Board and the Association.

14.12.2.3.2 Procedure:

The tribunal shall render a decision, which shall be final and binding on all parties, within five (5) days of the date of forwarding the appeal to the tribunal by the Provost and Vice-President, Academic.

In the event that the tribunal is not unanimous or cannot decide by a majority, then the decision of the chair shall be final and binding on all parties.

14.12.2.4 In the event that the appeal committee or tribunal is not struck within the time limits aforesaid, or any party neglects to nominate an appointee to the appeal committee or tribunal, then such party shall be deemed to have defaulted the dispute in favour of the party complying with the time limits aforesaid.

14.13 Full-time employees shall be available during intersessional periods, exclusive of vacations, for teaching-related and service responsibilities.

14.14 Full-time employees can apply to the Dean to use the intersessional periods to engage in activities that support their scholarship or professional development. Approval shall not be unreasonably withheld provided that the expectations under Article 14.13 have been met.

14.14.1 Personal remuneration may be accepted for such activities.

**14.15 Instructional Load for Part-time Employees**

The instructional load for part-time employees compensated in accordance with Article 13.3 shall not exceed one hundred and ninety-two (192) scheduled instructional course hours per semester. Exceptions require the approval of the Dean, following consultation with the Chair of the academic unit.

**ARTICLE 15 - VACATION AND HOLIDAYS**

15.1 The normal vacation period for full-time employees shall be from 15 June to 14 August, unless altered by mutual consent between the instructor and the Chair, subject to approval of the Dean.

15.2 The annual vacation entitlement for full-time counsellors, educational developers and librarians shall be 45 days. The dates of the vacation period shall be arranged by mutual consent between the employees and the Vice-President or designate.

15.3 Limited-term employees hired for a term of twelve (12) months or more are entitled to the same vacation period as full-time employees as specified in Article 15.1 or 15.2, as appropriate.

15.4 For the purposes of calculation for pro-ration, the annual vacation entitlement for full-time employees shall be 45 days excluding Saturdays and Sundays.

15.5 Limited-term employees, hired for less than twelve (12) months, and part-time employees, are not entitled to any vacation, but shall be paid not less than 8% of their gross salary as vacation pay. This clause does not apply to full-time employees.

15.6 All employees covered by this Agreement shall be entitled to the following holidays:

Labour Day	Good Friday
Thanksgiving Day	Easter Monday
Christmas Day	Victoria Day
Boxing Day	Canada Day
New Year's Day	Heritage Day
Remembrance Day	Family Day

## ARTICLE 16 - BENEFITS AND INSURANCE

16.1 The Board shall administer the following benefits, subject to the terms and conditions of the applicable carrier contracts and government regulations: extended health care, including an \$835 Health Spending Account; dental care; life insurance including accidental death and dismemberment; long term disability insurance, and the Local Authorities Pension Plan. The carrier for benefits other than the Local Authorities Pension shall be the existing carrier unless changed by mutual agreement between the Board and the Association.

The Board shall deduct the monthly premiums from the salary of any employee who is a member of a plan, and shall remit same to the appropriate company or companies.

16.2 The total cost of benefit premiums for dental and extended health care (excluding the Health Spending Account) and for life insurance, including accidental death and dismemberment, shall be shared between the Board and Mount Royal Faculty Association members as follows:

16.2.1 The total contribution of an individual member shall not exceed 50% of the total cost of the dental premium and 25% of the total cost of the extended health care premium.

16.2.2 The total cost of benefit premiums for life insurance, including accidental death and dismemberment, shall be paid 100% by the Board.

16.3 It shall be a condition of employment for all full-time employees to participate in the Local Authorities Pension Plan as per regulations of the plan. Limited-term employees may contribute at their option.

16.4 The Board shall effect and keep in force an adequate policy or policies insuring all employees against liability in respect of any claim for damages or personal injury, when acting in the course of their employment.

16.5 Full-time and limited-term employees shall participate in a group long term disability insurance plan. Each employee shall contribute an amount equal to one hundred percent (100%) of the cost of such insurance. The carrier shall be selected by mutual agreement between the Board and the Association.

16.6 Employees and full-time employees who have retired from the University shall be entitled to receive a Mount Royal Recreation membership free of charge, which entitles them to use of the recreational and athletic facilities and equipment as determined by the regulations and policies governing Mount Royal Recreation membership.

16.6.1 Employees who have retired shall be entitled to receive a free MyMRU e-mail account, Library borrowing privileges, and full onsite access to electronic library collections. Limited remote electronic access to the Library may be available as determined by the University Librarian.

### 16.7 **Scholarships for Dependents**

16.7.1 The Board shall annually make available to the Association an amount up to \$60,000 for the purpose of providing scholarships to legal dependents, defined as spouse, child or anyone who is financially dependent on tenured, tenurable, continuing part-time working 384 SICH or more, and fixed-term part-time employees, subject to the conditions below:

16.7.1.1 the dependents must be registered as full-time students in credit courses at Mount Royal University;

16.7.1.2 the dependents are subject to normal admission, selection and registration procedures and may not pre-empt other students;

16.7.1.3 provision of a scholarship for a semester is contingent upon the attainment of at least a grade point average of 2.0 across all of the courses in which a student is registered for that semester.

16.7.2 The Association shall provide the Department of Human Resources a list of scholarship recipients within sixty (60) working days of the end of the Fall and Winter Semesters and on 30 August following Spring/Summer session. Any unused portion of the \$60,000 shall be retained by the Board.

## 16.8 Benefits for Part-time Employees

16.8.1 Part-time employees shall be eligible for benefits as follows:

16.8.1.1 A part-time employee employed as an instructor who has had a minimum teaching load per semester of ninety-six (96) scheduled instructional course hours during each of the Fall and Winter semesters in a continuous twelve (12) month period shall be eligible for benefits at the beginning of appointment in the third (3<sup>rd</sup>) consecutive semester providing the part-time instructor carries a teaching load of ninety-six (96) scheduled instructional course hours or more in the third (3<sup>rd</sup>) consecutive semester, or where the third (3<sup>rd</sup>) consecutive semester is the Spring or Summer Semester, a minimum teaching load of forty-eight (48) scheduled instructional course hours. Providing a part-time instructor's teaching load for future semesters is a minimum of ninety-six (96) scheduled instructional course hours, or forty eight (48) scheduled instructional course hours in either the Spring or Summer session such instructor remains eligible for benefits. If the instructor's teaching load drops below ninety-six (96) scheduled instructional course hours in either the Fall or Winter Semesters or, below forty-eight (48) scheduled instructional course hours in either the Spring or Summer Semesters, then eligibility for benefits will cease. Once the instructor regains a minimum teaching load of ninety-six (96) scheduled instructional course hours, in either the Fall or Winter Semesters, or a teaching load of forty-eight (48) scheduled instructional course hours in either the Spring or Summer session, provided the instructor has been employed by the University as a part-time credit instructor within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.

16.8.1.2 A part-time employee employed as a librarian who has had an average workload of twenty-five (25) hours or more per week during consecutive semesters in a continuous twelve month period shall be eligible for benefits at the beginning of appointment in the third (3<sup>rd</sup>) consecutive semester providing such librarian has a contract for a workload of twenty-five (25) hours or more per week in the third (3<sup>rd</sup>) consecutive semester. Providing the part-time librarian's workload remains at twenty-five (25) hours or more per week for each consecutive semester, such librarian shall remain eligible for benefits. If the librarian's workload drops below twenty-five (25) hours per week in any semester, then eligibility for benefits will cease. Once the librarian regains a workload per week of twenty-five (25) hours or more, provided the librarian has been employed by the University as a part-time librarian within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.

16.8.1.3 A part-time employee employed as a counsellor or a clinical instructor whose average combined teaching load of clinical and scheduled instructional course hours is one hundred sixty (160) or more per semester for Fall and Winter Semesters in a continuous twelve month period, shall be eligible for benefits at the beginning of appointment in the third (3<sup>rd</sup>) consecutive semester providing the part-time counsellor or clinical instructor carries an average combined teaching load of clinical and scheduled instructional course hours of one hundred sixty (160) or more in the third (3<sup>rd</sup>) consecutive semester, or where the third (3<sup>rd</sup>) consecutive semester is the Spring or Summer session, a combined teaching load of ninety five (95) clinical and scheduled instructional course hours. Providing the part-time counsellor or clinical instructor's combined clinical and scheduled instructional course hours for future semesters is ninety-five (95) or more, such counsellor or clinical instructor shall remain eligible for benefits. If the counsellor or clinical instructor's combined clinical and scheduled

instructional course hours drop below ninety-five (95) in any semester, then eligibility for benefits will cease. Once the counsellor or clinical instructor regains a combined teaching load of clinical and scheduled instructional course hours of ninety-five (95) or more per semester, provided the counsellor or clinical instructor has been employed by the University as a part-time counsellor or clinical instructor within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.

16.8.1.4 A part-time employee employed as a laboratory instructor who has had an average workload of twenty-five (25) hours or more per week during consecutive semesters in a continuous twelve month period shall be eligible for benefits at the beginning of appointment in the third (3<sup>rd</sup>) consecutive semester providing such laboratory instructor has a contract for a workload of twenty-five (25) hours or more per week in the third (3<sup>rd</sup>) consecutive semester. Providing the part-time laboratory instructor's workload remains at twenty-five (25) hours or more per week for future semesters, such laboratory instructor shall remain eligible for benefits. If the laboratory instructor's workload drops below twenty-five (25) hours per week in any semester, then eligibility for benefits will cease. Once the laboratory instructor regains a workload per week of twenty-five (25) hours or more, provided the laboratory instructor has been employed by the University as a part-time laboratory instructor within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.

16.8.1.5 Where a part-time employee employed as an instructor does not have sufficient scheduled instructional course hours to qualify for benefits, then he/she may combine scheduled instructional course hours with laboratory hours to qualify according to the following table:

Lecture hours taught	Lab hours per semester required for eligibility
00.0	375.0
16.0	334.0
32.0	292.0
48.0	250.0
64.0	209.0
80.0	167.0
96.0	125.0
112.0	84.0
128.0	42.0
144.0	00.0

16.8.2 For purposes of determining eligibility for benefits in Articles 16.8.1.1, 16.8.1.2, 16.8.1.3, 16.8.1.4 and 16.8.1.5 above, full-time or limited-term employment in the immediately preceding semesters shall be included in the calculation.

16.8.3 The following benefits shall be available to part-time employees meeting the eligibility criteria in Article 16.8.1, subject to the terms and conditions of the applicable carrier contracts and government regulations:

- Health Care Spending Account at a value of five hundred dollars (\$500)
- Extended Health Care
- Dental Care
- Basic Life Insurance at a value of twenty-five thousand dollars (\$25,000)

16.8.4 Part-time employees who meet the eligibility criteria specified in Article 16.8.1 must be insured under the University's basic life insurance, extended health care and dental plans. Such employees may opt out of extended health care and dental care if they have coverage for these benefits under another group plan.

- 16.8.5 The total cost of benefits premiums for the benefits identified in Article 16.8.3 (excluding the Health Spending Account) shall be shared between the Board and part-time members of the Mount Royal Faculty Association as follows:
- 16.8.5.1 The total contribution of an individual member shall not exceed 50% of the total cost of the dental premium and shall not exceed 25% of the total cost of the extended health care premium.
- 16.8.6 Benefits for part-time employees meeting the eligibility criteria specified in Article 16.8.1 shall be the same as for full-time employees, except for life insurance, accidental death and dismemberment, long term disability insurance, Local Authorities Pension Plan and the Health Spending Account.
- 16.8.7 Prepaid continuation of benefits
- 16.8.7.1 Part-time employees who qualified for benefits in the Winter Semester and can produce a part-time contract signed by the Dean which evidences their qualification for the Summer Semester, may continue their benefits over the Spring Semester provided they continue on all plans to which they are enrolled and prepay 100% of the benefit premiums due.
- 16.8.7.2 Part-time employees who qualified for benefits in the Spring Semester and can produce a part-time contract signed by the Dean which evidences their qualification for the Fall Semester, may continue their benefits over the Summer Semester provided they continue on all plans to which they are enrolled and prepay 100% of the benefit premiums due.

## **ARTICLE 17 - LEAVES FROM THE UNIVERSITY**

### **17.1 Parental Leave**

- 17.1.1 Full-time employees who have completed one year of employment with the University shall be entitled to Maternity Leave and Parental Leave in accordance with the provisions of the Employment Standards Code and Regulations except as otherwise provided below.
- 17.1.2 Upon return to work the employee may apply in writing to receive his/her annual increment for the year in which the leave was taken. The letter, detailing the service and/or scholarship that the employee contributed to the University during the period of the leave, shall be submitted to the Faculty Leave Committee within thirty (30) days of his/her return to work.

The Faculty Leave Committee shall convey a decision to the employee, in writing with copies to Human Resources, the employee's Dean and the President of the MRFA, within thirty (30) days of receiving the request. Where the annual increment is granted the employee shall receive retroactive pay from the date the increment would have come into effect.

### **17.1.3 Maternity Leave**

- 17.1.3.1 The employee who intends to take maternity leave shall give the appropriate Vice-President at least three (3) months notice in writing of the expected date of delivery of the child, specifying the proposed terms of leave.
- 17.1.3.2 The Department of Human Resources shall assist the employee in the preparation of the maternity leave request. It shall be the responsibility of the employee to submit this request to the appropriate Vice-President.
- 17.1.3.3 The employee shall, where possible, give the appropriate Vice-President two (2) weeks' notice, in writing, of any changes to the original leave request, referred to in Article 17.1.3.1.

17.1.3.4 The parties acknowledge that subject to the requirements of Human Resources Development Canada, the Supplementary Employment Insurance Benefit (SEIB) Plan agreed upon in 1992 shall remain in effect for the duration of this Agreement. In the event of failure to receive approval for the SEIB Plan or cancellation of the SEIB Plan, should the employee so elect the Board shall pay 50% of her regular salary up to a maximum of three (3) consecutive months.

17.1.3.5 An employee who commences maternity leave may continue benefit coverage as follows:

17.1.3.5.1 for the period during which she is not receiving salary from the Board, she shall be responsible for payment of 100% of the premium rates.

17.1.3.5.2 for the period during which she is receiving salary from the Board, the payment of premiums shall be shared as per Article 16.2.

17.1.3.6 If the employee wishes to renegotiate her return date, or does not intend to return to work, such employee shall notify the appropriate Vice-President, in writing, two (2) months prior to the agreed upon date of return. The Vice-President shall render a decision regarding the amended return date.

#### 17.1.4 Adoption Leave

17.1.4.1 An employee shall be granted two (2) days leave with pay to be present at the proceedings for the adoption of the child.

#### 17.1.5 Childbirth Leave

17.1.5.1 An employee shall be granted four (4) days leave with pay to attend to the spouse, as defined in Article 17.3.1.1.1, in the event of childbirth.

17.1.6 Notwithstanding the provisions of this Article 17.1, a full-time employee on leave, due to unforeseen circumstances directly relating to the child, may apply to the appropriate Vice-President for a shortened notice period for return to work.

### 17.2 **Illness Leave**

17.2.1 Upon commencement of employment a full-time employee shall be entitled to full salary during illness (either mental or physical), for a maximum of sixty (60) working days per year. This entitlement shall be reinstated immediately in the case of the same or related illness providing thirty (30) calendar days have elapsed since the employee's return to work. In the case of a new illness, the sixty (60) working days of general illness will be reinstated immediately. After the maximum allowable illness leave, employees will be eligible for long term disability.

17.2.2 The Board may, in its sole discretion, grant additional illness leave for mental or physical illnesses.

17.2.3 If so required by the Board, an employee, when absent due to illness, shall present a certificate from a qualified practitioner:

17.2.3.1 for a period of five (5) or more consecutive working days;

17.2.3.2 for chronic or persistent illness.

17.2.4 A part-time employee shall be entitled to full salary during illness for a maximum of two (2) instructional hours for each sixteen (16) instructional hours contracted per semester.

#### 17.2.5 Mental or Physical Illness Leave at the Discretion of the Board

17.2.5.1 When it appears to the Board that due to mental or physical illness, it is desirable for an

employee not to instruct or associate with students, the employee shall be entitled to illness leave benefits under this Article. After illness leave benefits have expired, the employee shall be entitled to the provisions of long-term disability, subject to the long-term disability policy identified in Article 16.

17.2.5.2 An employee shall be required to provide documentation from a qualified medical practitioner certifying that a return to duties is in order after a mental or physical illness leave. Upon presentation of such documentation, the employee shall be placed back on payroll at full salary.

17.2.5.3 When a return to work is in order after a mental or physical illness leave, the employee and the employee's Chair, shall recommend a return to work plan to the Dean.

### 17.3 **Compassionate Leave**

17.3.1 In the event of the death of a spouse or other member of the immediate family of an employee, such employee shall be allowed compassionate leave with pay for a period of up to five (5) consecutive working days. In addition the employee shall be granted up to two (2) further working days for travel. Notwithstanding the above, the Dean may grant additional leave and/or travel time when warranted. Such additional leave shall be granted on a case-by-case basis.

17.3.1.1 Definition of terms:

17.3.1.1.1 Spouse means an individual to whom the employee is married or with whom the employee has been cohabiting for a period of not less than three (3) years if there are no children born of that union or for a period of not less than one (1) year if there are children of that union.

17.3.1.1.2 Immediate family means spouse, parent, guardian, grandparent, grandchild, child, foster-child, step-child or sibling of the employee. Included are all aforementioned people who have this relationship with the employee's spouse.

17.3.2 Full-time and part-time employees who receive Compassionate Care Benefits pursuant to the provisions of the Employment Insurance Compassionate Care Benefits plan shall be entitled to the following additional payments from the Board:

17.3.2.1 The Board shall pay ninety-five (95) percent of the employee's regular salary during the two (2) week waiting period immediately prior to the date the employee receives Employment Insurance benefits.

17.3.2.2 Full-time employees who are absent from their position while on the Employment Insurance Compassionate Care Benefit plan will retain their right to return to their position either before or at the expiry of the eight week period.

17.3.2.3 Part-time employees who are absent from their position while on the Employment Insurance Compassionate Care Benefit plan will retain their right to return to their position either before or at the expiry of the eight week period, provided the contract for that position has not expired.

### 17.4 **Faculty Leave Committee**

The Faculty Leave Committee shall consist of:

- two (2) tenured members of the Association, elected by the Association;
- the Provost and Vice-President, Academic, who shall chair the Committee;
- one (1) dean or director, appointed by the Provost and Vice-President, Academic;
- one (1) person designated by the Provost and Vice-President, Academic, who is acceptable to the

three (3) other members of the Committee.

## 17.5 Four-for-Five Leave Plan

### 17.5.1 Application

17.5.1.1 A full-time tenured or tenurable employee may apply through the Chair or, where appropriate, through the Vice-President, Student Affairs and Campus Life or designate, to the Faculty Leave Committee for participation in the four-for-five leave plan. Applications must be received by the Faculty Leave Committee by 15 April of the year in which the employee wishes to commence participation, which shall be the following 15 August.

17.5.1.2 In instances where more employees wish to apply than are allowed to participate by Article 17.5.1.4, the Chair, or where appropriate, the Vice-President, Student Affairs and Campus Life or designate, shall meet with the full-time employees in the academic unit in order to determine which application(s) shall be forwarded to the Faculty Leave Committee according to criteria established by the Chair, or where appropriate, the Vice-President of Student Affairs and Campus Life or designate, and full-time academic unit employees.

17.5.1.3 The plan shall normally consist of five consecutive years, with the fifth year, the year in which the employee is on leave termed the release year.

17.5.1.4 In any academic unit, the maximum number of employees allowed to participate in the plan shall be governed by the following ratio of release positions to academic unit size:

Number of release employees	Full-time positions available
0 - 10	1
11 – 20	2
21 or more	3

17.5.1.5 In any year, in making its decisions, the Faculty Leave Committee shall give priority to employees applying for participation for the first time.

### 17.5.2 Contributions, Release Year Payments, and Benefits

17.5.2.1 Upon approval to participate in the plan, an employee shall contribute fifteen percent (15%) of his/her gross annual salary as per the Salary Schedule (Article 13) for four (4) consecutive years (exclusive of any stipends, honorariums, etc.). Contributions shall be deducted from each regular salary payment.

17.5.2.2 During each of the five (5) years of the plan, interest earned on contributions, as well as any interest on deposit, shall be deemed to have been paid to the participant. Such total interest will be acknowledged as interest income by inclusion in the participant's annual tax return. The Board shall provide to a participant the appropriate Revenue Canada tax form denoting the amount of interest earned annually. In actual fact, however, the interest earned shall be retained on deposit in the plan in the name of the participant, to be paid out in the release year as per Article 17.5.2.3.

17.5.2.3 The release year of the plan shall consist of two distinct leaves, a self-funded leave and a paid leave. For the self-funded leave, salary shall be paid from the participant's contributions as well as the associated interest which has been earned, at a salary rate equivalent to eighty-five percent (85%) of the participant's gross annual salary as per the Salary Schedule (Article 13), for a period commencing 15 August until the contributions and interest have been depleted. Immediately thereon the paid leave

shall commence, at the same level of salary, until 14 August, concluding the release year.

- 17.5.2.4 During each of the five years of the plan, a participant shall be eligible to maintain coverage on all benefits and insurance plans as per Article 16.1. Entitlements for salary related benefits shall be based upon the one hundred percent (100%) of salary an employee would have received if the employee were not a participant in the plan. The employer and employee shall continue to pay their normal share of premium/contribution costs.
- 17.5.2.5 The Local Authorities Pension Board has ruled that gross salary before deferral is to be considered an employee's annual salary for contribution and pension purposes. Employee and employer pension contributions shall be based on one hundred percent (100%) of normal gross annual salary, as per the Salary Schedule (Article 13) for all five (5) years of the plan.

### 17.5.3 General Regulations

- 17.5.3.1 Employees participating in the plan shall retain their positions and seniority, shall be granted their annual increments of salary, where applicable, and shall receive all full-time benefits pursuant to Article 16.
- 17.5.3.2 A participant may apply to the Faculty Leave Committee by 1 February prior to the commencement of the release year to defer the release year for a maximum of one year. A deferral shall not be approved if it would cause the deferral of another participant's release year because of the number of release positions available as per Article 17.5.1.4. Otherwise an application for referral shall not be unreasonably denied.
- 17.5.3.3 A participant may apply to the Director of Human Resources by 1 February prior to the commencement of the release year to withdraw from the plan. An application must be based upon financial difficulties beyond the employee's control. An application for withdrawal shall not be unreasonably denied.
- 17.5.3.4 If approval for withdrawal is granted, the Board shall, in the following month, return the employee's contributions to the plan, as well as any interest on deposit. The Board is not required to guarantee any interest rate.
- 17.5.3.5 An employee who participates in the plan shall return to the University for at least one (1) full year of service after the release year. An employee who does not return, shall be obligated to remunerate the Board the full amount of salary and benefits paid by the Board on the employee's behalf during the paid leave portion of the plan.
- 17.5.3.6 During the self-funded portion of the plan in the release year, a participant shall not receive any salary from the Board.
- 17.5.3.7 A participant who ceases to be an employee of the University is not eligible to continue in the plan. The Board shall return the total of the former participant's contributions plus any interest on deposit, no later than the last day of the month following the date of termination.
- 17.5.3.8 A participant who ceases to be an employee under the terms and conditions of this agreement, but who continues employment with the University in another capacity, may apply to the President for special arrangements which might allow completion of the plan.
- 17.5.3.9 Upon the death of a participant in the plan, the Board shall pay all contributions plus any interest on deposit on behalf of the participant, to the participant's named beneficiary on the University's group life insurance policy.

- 17.5.3.10 Contributions shall continue during any period of sick leave, however, continued participation after the commencement of long term disability, shall be at the sole discretion of the Board.

## 17.6 Professional leave

### 17.6.1 Definition

- 17.6.1.1 A professional leave may be granted to an employee to undertake an acceptable plan of appropriate study, which will improve the employee's personal and professional competence.
- 17.6.1.2 Employees granted a professional leave shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this Agreement.
- 17.6.1.3 During an academic year (15 August – 14 August) the Board shall make available no fewer than the equivalent of three (3) annual professional leaves and two (2) professional leaves which are for either the Fall Semester or Winter Semester.
- 17.6.1.4 A Fall Semester leave is for the period 15 May – 31 December, inclusive of vacation. A Winter Semester leave is for the period 1 January – 14 August, inclusive of vacation. The Faculty Leave Committee may grant leaves of up to twenty-four (24) months in length, but shall normally give priority to annual leaves and Fall Semester or Winter Semester leaves. For the purpose of calculating the number of leaves provided in an academic year, the Fall Semester and Winter Semester leaves shall be counted as one half (1/2) an annual leave.
- 17.6.1.5 An employee on an annual professional leave shall be paid salary at eighty percent (80%) of his/her regular annual salary rate.
- 17.6.1.6 An employee on a Fall Semester leave or a Winter Semester leave shall be paid salary at ninety percent (90%) of his/her regular annual salary rate during the leave.
- 17.6.1.7 An employee may earn income for work that is in addition to the plan of approved study, providing the total amount of earned income received, including the amount of salary received while on leave (i.e., 80% or 90% dependent on the type of professional leave) does not exceed one hundred and twenty-five percent (125%) of his/her regular salary. Plans to augment earned income while on leave shall be declared in the applicant's leave proposal. All earned income, in excess of salary earned while on leave, (i.e., the 80% or 90%) must be reported by the employee to the employee's Dean and the Faculty Leave Committee within thirty (30) days of completion of the professional leave.

### 17.6.2 Application

- 17.6.2.1 Full-time tenured employees shall be eligible to apply for a professional leave, and when making such application shall undertake to provide return service upon completion of the leave, for a period of time equal to two (2) times the length of the leave granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the employee.
- 17.6.2.2 An employee shall apply to his/her Chair, or in areas where the position Chair does not exist, to the Dean or designate for the area, for a professional leave by the second Friday in October. The Chair or Dean shall forward such application to the Faculty

Leave Committee by the second Friday in November. The Faculty Leave Committee shall make its decision by December 20<sup>th</sup>.

### 17.6.3 General

- 17.6.3.1 If due to unforeseen circumstances, the recipient is unable to use the professional leave during the period for which it was granted, it shall be held for that employee for the following year.
- 17.6.3.2 Should the recipient not be able to use the professional leave during the ensuing year, that leave shall be deemed forfeit and a leave of equivalent length shall be added to the total to be granted for that ensuing year.
- 17.6.3.3 If the Faculty Leave Committee approves fewer professional leaves than the number made available in Article 17.6.1.3, then the remaining leaves shall be considered available for any outstanding applications for sabbatical which the Faculty Leave Committee approved but were unable to grant under Article 17.7.
- 17.6.3.4 A recipient may apply for a research grant associated with a professional leave. Such application must be made at least one month prior to the commencement of the leave and shall detail the proposed research plan and associated costs. Where the application is approved by the appropriate Dean, the employee's salary during the period of the professional leave (as per Article 17.6.1.5/6) shall be reduced by an amount equal to the size of the research grant. Research grants must be used exclusively for the purpose of research and it is the sole responsibility of the employee to ensure compliance with the tax regulations of Revenue Canada.

## 17.7 Sabbatical

### 17.7.1 Definition

- 17.7.1.1 A sabbatical may be granted to an employee to undertake an acceptable plan of appropriate research which will improve the employee's professional competence.
- 17.7.1.2 Employees granted a sabbatical shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this Agreement.
- 17.7.1.3 During an academic year (15 August – 14 August) the Board shall make available no fewer than the equivalent of three (3) annual sabbaticals effective July 1, 2010 and four (4) effective July 1, 2011. The Board shall also make available three (3) sabbaticals which are for either the Fall Semester or Winter Semester (effective July 1, 2010).
- 17.7.1.4 A Fall Semester sabbatical is for the period 15 May – 31 December, inclusive of vacation. A Winter Semester sabbatical is for the period 1 January – 14 August, inclusive of vacation. The Faculty Leave Committee may grant annual sabbaticals and Fall Semester or Winter Semester sabbaticals. For the purpose of calculating the number of sabbaticals provided in an academic year, the Fall Semester and Winter Semester sabbaticals shall be counted as one half (1/2) an annual sabbatical.
- 17.7.1.5 An employee on an annual sabbatical shall be paid salary at eighty percent (80%) of his/her regular annual salary rate.
- 17.7.1.6 An employee on a Fall Semester sabbatical or a Winter Semester sabbatical shall be paid salary at ninety percent (90%) of his/her regular annual salary rate during the sabbatical.
- 17.7.1.7 An employee may earn income for work that is in addition to the plan of approved research providing the total amount of earned income received, including the amount of

salary received while on sabbatical (i.e., 80% or 90% dependent on the type of sabbatical) does not exceed one hundred and twenty-five percent (125%) of his/her regular salary. Plans to augment earned income while on leave shall be declared in the applicant's sabbatical proposal. All earned income, in excess of salary earned while on sabbatical, (i.e., the 80% or 90%) must be reported by the employee to the employee's Dean and the Faculty Leave Committee within thirty (30) days of completion of the sabbatical.

#### 17.7.2 Application

17.7.2.1 Full-time tenured employees shall be eligible to apply for sabbatical, and when making such application shall undertake to provide return service upon completion of the sabbatical, for a period of time equal to one (1) times the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid sabbaticals, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the employee.

17.7.2.2 An employee shall apply to his/her Chair, or in areas where the position Chair does not exist, to the Dean or designate for the area, for sabbatical by the second Friday in October. The Chair or Dean for the area shall forward such application to the Faculty Leave Committee by the second Friday in November. The Faculty Leave Committee shall make its decision by December 20th.

#### 17.7.3 General

17.7.3.1 If due to unforeseen circumstances, the recipient is unable to use the sabbatical during the period for which it was granted, it shall be held for that employee for the following year.

17.7.3.2 Should the recipient not be able to use the sabbatical during the ensuing year, that sabbatical shall be deemed forfeit and a sabbatical of equivalent length shall be added to the total to be granted for that ensuing year.

17.7.3.3 If the Faculty Leave Committee approves fewer sabbaticals than the number made available in Article 17.7.1.3, then the remaining sabbaticals shall be considered available for any outstanding applications for professional leaves which the Faculty Leave Committee approved but were unable to grant under Article 17.6.

17.7.3.4 A recipient may apply for a research grant associated with a sabbatical. Such application must be made at least one month prior to the commencement of the sabbatical and shall detail the proposed research plan and associated costs. Where the application is approved by the appropriate Dean, the employee's salary during the period of the sabbatical (as per Article 17.7.1.5/6) shall be reduced by an amount equal to the size of the research grant. Research grants must be used exclusively for the purpose of research and it is the sole responsibility of the employee to ensure compliance with the tax regulations of Revenue Canada.

17.7.3.5 Applications for sabbaticals primarily involving course work and/or projects qualifying for credit towards a degree or professional certification are not considered adequate justification for a sabbatical.

### 17.8 Chair's Sabbatical

#### 17.8.1 Definition

17.8.1.1 After a Chair completes at least five consecutive years of service, he or she shall be eligible for a sabbatical for either the Fall (August 15 to January 1) or Winter (January 1 to May 1) semester to undertake an acceptable plan of activities, designed to

improve his or her professional competence. The plan, which may be modified, shall be approved by the Dean. The decision of the Dean may be appealed to the Faculty Leave Committee.

Application for a Chair's sabbatical may be made during the fifth year of service, or in any subsequent year. Normally this sabbatical will be taken in the Fall semester.

- 17.8.1.2 After a Chair completes two consecutive five year terms as Chair, he or she shall be eligible for a one-year sabbatical to undertake an acceptable plan of activities, designed to improve his or her professional competence. The plan, which may be modified, shall be approved by the Dean. The decision of the Dean may be appealed to the Faculty Leave Committee.

Application for a Chair's sabbatical may be made during the tenth year of service as a Chair, or in any subsequent year.

- 17.8.1.3 An employee on a Chair's sabbatical shall be paid salary at one-hundred percent (100%) of his/her regular annual salary rate.

- 17.8.1.4 A Chair's sabbatical will be covered by those provisions in Article 17.7.1 that define general rules regarding sabbaticals (Articles 17.7.1.1, 17.7.1.2 and 17.7.1.7).

If a Chair wishes to apply for an additional term sabbatical/leave in that same year, the Chair must apply for this additional term sabbatical/leave under the terms of Articles 17.6 or 17.7.

- 17.8.1.5 In extenuating circumstances, the Dean and the Chair may mutually agree to delay the sabbatical for one year.

- 17.8.1.6 During an academic year (August 15 — August 14), the Board shall make available the number of Chair's sabbaticals equal to the number of Chairs eligible for the sabbatical.

#### 17.8.2 Application

- 17.8.2.1 A Chair who completes at least five consecutive years of service shall be eligible to apply for a Chair sabbatical, and when making such application shall undertake to provide return service upon completion of the sabbatical, for a period of time equal to one (1) times the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid sabbaticals, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the employee.

- 17.8.2.2 The Chair shall apply to his/her Dean by the second Friday in October.

#### 17.9 Leave of Absence With or Without Pay

- 17.9.1 The Board, in its sole discretion, may grant a leave of absence with or without pay to an employee.
- 17.9.2 The employee shall inform his/her immediate supervisor in writing, of the intention to return or resign, six (6) months prior to the expiry of the leave.
- 17.9.3 The employee may elect to pay one hundred percent (100%) of all normal benefits.
- 17.9.4 An employee granted a leave of absence with or without pay shall retain his/her position and seniority upon return from the leave.

## 17.10 Notification of Application for Leave

17.10.1 Employees shall notify their Chair, or Dean as appropriate, in writing of any application for leave.

## ARTICLE 18 - PROFESSIONAL DEVELOPMENT

18.1 The Board shall provide annually a sum of three hundred and fifteen thousand dollars (\$315,000) by September 1 to be divided between the academic units of the University on a per capita basis for the purpose of professional development. The provision of the funds shall be conditional upon the submission of a report to the Provost and Vice-President, Academic, by the preceding 15 August outlining in detail the allocation of the previous year's funds.

In accordance with the published Guidelines for Assessment of Professional Development Applications, the elected Faculty Development Committees in each academic unit will process funding applications from both full-time and part-time employees and verify expenditures once approved.

18.2 The Board shall maintain a Professional Development Re-allocation Fund (PDRF) to provide additional professional development funding for full-time employees. Funding shall emanate from two separate sources:

- 50% of unspent Individual Professional Development Allocation funding, in accordance with Article 18.8.4;
- any amount in the Part-time Professional Development Fund that is unspent at the end of each budget year, in accordance with Article 18.7.1.

The PDRF shall be allocated on a full-time per capita basis to each Faculty Development Committee (FDC). This funding will be available to those full-time FDC applicants whose applications could not be funded or could not be fully funded because:

- the grant requested exceeded per grant limits;
- grant amounts were reduced because the demand was greater than could be funded;
- the priority of the application had been reduced due to funding received during the previous two years.

The FDCs will allocate PDRF funding in each funding period, following allocation of professional development funds provided by the Board under Article 18.1.

18.3 The Board shall provide an annual grant to the Association, by 1 November, for the purpose of reimbursing employees who successfully complete credit courses, or for graduate studies program fees, at any other post-secondary institution. The amount of the grant shall be sixty-four thousand dollars (\$64,000) annually. The provision of the grant shall be conditional upon the submission of a report to the Provost and Vice-President, Academic, outlining in detail the allocation of the previous year's grant.

The grant shall be allocated into two pools:

- 1) the amount of the grant minus twenty thousand dollars (\$20,000) for the purpose of reimbursing full-time and limited-term employees who successfully complete credit courses, or for program fees, towards the completion of a PhD, or terminal degree, in their discipline;
- 2) twenty thousand dollars (\$20,000) for the purpose of reimbursing full-time, limited-term and part-time (who taught three (3) or more courses, or equivalent, in the academic year) employees who successfully complete credit courses, or for graduate studies program fees, at any other post-secondary institution.

Funds not used in either pool can be transferred to the other pool. Any unused portion of the grant shall be retained by the Association.

18.4 An employee who takes a credit course at Mount Royal University with the approval of his/her academic unit Chair shall be reimbursed the amount of tuition, exclusive of special course or program fees, or private instruction as published in the annual fee schedule in the University Calendar, upon successful completion of that course.

18.5 Employees shall be eligible to enrol free of charge in any non-credit course, workshop or seminar offered by the Faculty of Continuing Education and Extension or the Conservatory, exclusive of private and small group music lessons, subject to the approval of the Dean of the Faculty of Continuing Education and Extension or the Director of The Conservatory, as appropriate.

18.6 The Board shall annually provide seven hundred (\$700) dollars for each Chair to be used for professional development purposes.

#### 18.7 **Part-time Professional Development**

18.7.1 The Board shall maintain a central Part-time Professional Development Fund. Funding shall emanate from two separate sources:

- unspent funding from List A activities, as per Article 14.9.1.7;
- 50% of unspent Individual Professional Development Allocation funding, as per Article 18.8.4.

At the end of each budget year, any unspent amount in the Part-time Professional Development Fund shall be moved into the Professional Development Re-allocation Fund for full-time employees, as described in Article 18.2.

18.7.2 Requests will be honoured on a first come, first served basis with a maximum of four hundred dollars (\$400) per year for part-time employees who teach three (3) or more courses, or equivalent, per academic year.

18.7.3 The first come, first served basis will be determined by the date and time the applications were received in the Dean's office. The date and time of receipt shall be annotated on the application by the Dean's administrative assistant.

18.7.4 An amount of four hundred dollars annually (\$400) shall be allocated from the Part-time Professional Development Fund to each employee with a fixed-term part-time appointment.

18.7.4.1 Such per capita funding shall be made available for professional development purposes as outlined on the Professional Development Expense Claim Form.

18.7.4.2 Such per capita funding shall be available in an account and can accumulate for up to four (4) years.

18.7.4.3 If an employee as defined in Article 18.7.4 leaves the University during the four-year period or has underspent the allocated per capita funds at the end of the rolling four-year period, the balance will accrue to the Part-time Professional Development Fund.

#### 18.8 **Individual Professional Development Allocation**

18.8.1 The Board shall provide individual professional development funding to each tenured, tenurable, conditional tenurable and limited-term employee in the amount of one thousand one hundred dollars (\$1,100) annually and to each full-time and limited-term laboratory instructor in the amount of seven hundred and fifty dollars (\$750) annually.

18.8.2 Such per capita funding shall be made available for professional development purposes as outlined on the Professional Development Expense Claim Form.

18.8.3 Such per capita funding shall be available in an account and can accumulate for up to four (4) years.

- 18.8.4 If an employee as defined in Article 18.8.1 leaves the University during the four-year period or has underspent the allocated per capita funds at the end of the rolling four-year period, then 50% of the balance shall accrue to each of the Professional Development Re-allocation Fund and the Part-time Professional Development Fund as described in Articles 18.2 and 18.7.1, respectively.

## **ARTICLE 19 - COPYRIGHT**

### **19.1 Definitions**

- 19.1.1 Copyright - shall bear the same meaning as in The Copyright Act (Canada).
- 19.1.2 Work - shall mean any original work of authorship fixed in any tangible medium of expression, now known or later developed, from which it can be preserved, reproduced or otherwise communicated, either directly or with the aid of a machine or device.
- 19.1.3 Educational program - shall mean all courses and programs offered under the auspices of the University including all intramural and extramural, day and evening, credit and non-credit courses offered at any time and in any manner.
- 19.1.4 Utilization of University funding - shall mean all activities intended specifically for the development of copyright material that are subsidized directly by the University for that purpose or indirectly by reducing normal workload of an individual to produce that material.
- 19.1.5 Utilization of University facilities - shall mean utilization of facilities that would not normally be utilized by the individual in the normal course of duties and would require University funding either directly or indirectly.

### **19.2 Works Produced in the Course of Employment**

- 19.2.1 Where a work is produced by an employee in the course of employment at Mount Royal University, the employee, subject to Articles 19.2.2 and 19.2.3 hereof, shall be the owner of copyright in the work.
- 19.2.2 Article 19.2.1 shall not apply to an employee whose initial engagement or whose normal responsibilities at the time of production of the work included or include the preparation of such works.
- 19.2.3 Articles 19.2.1 and 19.2.2 above are subordinate to and do not apply in the circumstances outlined in Article 19.4.

### **19.3 Licence For Use by the University in Educational Program**

- 19.3.1 Where a work falls under the provisions of Article 19.2.1, the employee shall grant to the University a royalty-free, irrevocable licence for the balance of the term of copyright, to use the unchanged work for all purposes of the Educational Program of the University.
- 19.3.2 Where the University wishes to use a work in accordance with the provisions of Article 19.3.1 above, the cost of producing copies of the work for such use shall be borne by the University and not by the employee.
- 19.3.3 The University will take all reasonable steps to ensure that such a licence does not unduly prejudice other contractual arrangements which the employee may wish to make.

### **19.4 Works Produced with University Facilities or Funds**

Where a work is produced in whole or in part with the assistance of University Facilities, Funds, Grants or Financing, but not in the normal course of the employee's employment, then the University and the

employee shall enter into an agreement using the Mount Royal University Copyright Contract with respect to the following items:

19.4.1 Quantify Costs

The arrangement shall identify the direct costs contributed by the University to the production of the work.

19.4.2 Licence to University

The agreement shall grant to the University a licence to use the work, including the right to distribute the work to other educational institutions.

19.4.3 Fees for Licence

The agreement shall set out fees, if any, to be charged for use in the educational program and extramurally.

19.4.4 Editorial Control

The agreement shall set out the rights of the employee to exercise editorial control with respect to obsolescence or suitability of the intended audience.

19.4.5 Reimbursement of Direct Costs

The agreement shall provide a method for the reimbursement of the University for the direct costs incurred by it, such costs to be a charge against any fees generated by use outside the educational program of the University.

19.4.6 Custody

The agreement shall provide for the storage and maintenance of master and copies of the work.

19.4.7 Assignment

The agreement shall provide that upon execution of the agreement the University will assign the copyright and the work to the employee, subject to any restrictions or conditions imposed in the agreement.

19.4.8 Marketing

The author and the University both have right to market the work commercially at any time subject to an agreed profit sharing arrangement.

19.5 **Custody**

19.5.1 The University agrees that it will not amend, edit, cut or alter, without the express consent of the copyright holder, any works which happen to be in its possession.

19.5.2 Where the University wishes to erase or destroy copyright material, the University shall notify the employee, who shall have the right to acquire such material at the cost of the materials.

19.6 **Clearance**

19.6.1 Unless expressly accepted by agreement in writing, the University has no responsibility for obtaining clearances in respect of works or parts thereof. The employee warrants that the work is original and that the licence granted to the University will not involve it in any liability for breach of copyright, breach of trust or defamation.

19.6.2 In the event that the University agrees in writing to obtain any such clearances the employee shall provide the University with a list of clearances and the University shall be responsible for securing the clearances.

19.6.3 The accuracy of the list described in Article 19.6.2 above shall be the responsibility of the employee.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

### **20.1 A grievance is a difference arising:**

20.1.1 with respect to the interpretation, application or operation of this Agreement; or

20.1.2 with respect to a contravention or alleged contravention of this Agreement; or

20.1.3 with respect to whether a difference referred to in Article 20.1.1 or 20.1.2 can be the subject of arbitration between the parties to, or persons bound by, this Agreement and not otherwise covered by other procedures in the Agreement.

### **20.2 A grievance shall be settled in the following manner:**

20.2.1 **Step 1** Within ten (10) days of knowledge of the act causing the grievance, the individual grievor or grievors shall discuss the matter with his/her Chair or supervisor and with the responsible Dean with a view to making reasonable attempts to resolve the grievance. The individual grievor or grievors shall be entitled to have a member of the Association as a support person during these discussions. Failing resolution within twenty (20) days, the grievance may be advanced to Step 2 by the individual grievor or grievors.

20.2.2 **Step 2** Within ten (10) days of a grievance being advanced to Step 2, the Association on behalf of the individual grievor or grievors shall state the grievance in writing, including the remedy sought, to the Provost and Vice-President, Academic or designate and the President of the Association or designate. These two representatives shall meet and attempt to resolve the grievance. Within fifteen (15) days of receiving the statement of grievance, they shall render their decision in writing. The decision shall be one of:

20.2.2.1 a settlement; or

20.2.2.2 a report with a partial settlement and a recommendation to the Board and the Association that the grievance proceed to Step 3; or

20.2.2.3 a report that they are unable to resolve the grievance and a recommendation to the Board and the Association that the grievance proceed to Step 4.

20.2.3 **Step 3** A grievance that proceeds to Step 3 shall be heard by a Grievance Committee. Within ten (10) days of a recommendation to proceed to Step 3, as outlined in Article 20.2.2.2, the Board and the Association shall name their nominees to the Grievance Committee.

20.2.3.1 The Grievance Committee shall consist of:

20.2.3.1.1 two nominees of the Board, and

20.2.3.1.2 two nominees of the Association.

20.2.3.2 The Grievance Committee shall be provided with the Step 2 report referenced in Article 20.2.2.2 and with any other documents relevant to the grievance. The committee shall begin its work with the partial settlement in the Step 2 report, but may develop a resolution that diverges from it as a consequence of its investigation of the grievance.

- 20.2.3.3 The Grievance Committee shall meet within ten (10) days of being appointed and shall render a decision, in writing, within twenty (20) days of the date of its first meeting.
- 20.2.3.4 The decision of the Grievance Committee shall be either a settlement of the grievance, agreed to by a majority of the committee, or a statement that it is unable to resolve the grievance.
- 20.2.4 **Step 4** In Step 4, the Association and the Board shall review either a Step 3 Grievance Committee report or a Step 2 report that recommended the grievance proceed to Step 4.
  - 20.2.4.1 Where a Grievance Committee has settled the grievance, the Provost and Vice-President, Academic or designate and the President of the Association or designate shall be jointly responsible for implementing the settlement.
  - 20.2.4.2 Where a Grievance Committee has been unable to resolve the grievance or a Step 2 report recommended that the grievance proceed to Step 4, either party may, within twenty (20) days of the same, proceed to Step 5.
- 20.2.5 **Step 5** Failing resolution, the grievance may be referred by either the Association or the Board to an Arbitration Board.
  - 20.2.5.1 The referent shall name a nominee to the Arbitration Board.
  - 20.2.5.2 The respondent shall name a nominee to the Arbitration Board and inform the referent within ten (10) days.
  - 20.2.5.3 If a party fails to appoint a nominee to the Arbitration Board, the other may request the Chairman of the Labour Relations Board to appoint a nominee for the defaulting party.
  - 20.2.5.4 Upon the appointment of the two nominees so selected, they shall within seven (7) days appoint a third person as a member who shall be chair.
  - 20.2.5.5 If the two nominees fail to agree upon a chair, either or both may request the Chairman of the Labour Relations Board to appoint a chair.

### 20.3 **Arbitration Board**

The Arbitration Board is to be governed by the following provisions:

- 20.3.1 It shall hear and determine the grievance and shall issue a decision in writing which is final and binding upon the Association and the Board and upon any employee affected by it.
- 20.3.2 The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the chair governs.
- 20.3.3 Each party shall bear the expense of its nominee and the two parties shall equally share the expense of the chair.
- 20.3.4 It shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- 20.3.5 The Arbitration Board shall determine the procedure to resolve the dispute subject to the Post-Secondary Learning Act and;
  - (i) may accept any oral or written evidence that the Arbitration Board considers proper, whether admissible in a court of law or not;

- (ii) is not bound by the laws of evidence applicable to judicial proceedings;
- (iii) may in any proceeding, award or decision correct any clerical mistake, error or omission;
- (iv) may administer an oath to a person appearing before the Arbitration Board;
- (v) may summon and enforce the attendance of witnesses in the same manner as a court of record in civil cases;
- (vi) may require any person to attend and produce any documents and items the Arbitration Board considers necessary for the purpose of resolving the matters in dispute;
- (vii) may enter any premises of the Board where anything is taking place or has taken place concerning any differences submitted to the Arbitration Board and to inspect and view any work, material, machinery, appliance or article therein and interrogate any person in the presence of the parties or their representatives respecting any such thing or any such differences;
- (viii) may authorize any person to do anything that the Arbitration Board may do under this Article 20.3.5, and to report to the Arbitration Board thereon.

20.3.6 Where an employee has been suspended pursuant to Article 4.15, it may direct the Board to reinstate the employee and may make such other directive in regard to any penalty it considers fair and reasonable.

20.3.7 Where an employee has been dismissed pursuant to Article 4.15, it may direct the Board to reinstate the employee and pay to the employee a sum equal to the salary lost by removal, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable, and may make such other directive in regard to any penalty it considers fair and reasonable.

20.4 Grievances arising from demotion, suspension or dismissal may be commenced at Step 2. A policy grievance by the Association or the Board shall be commenced at Step 2.

**20.5 Advancement of Grievance**

Where any person or party or committee fails to discharge responsibilities included under this Grievance Procedure within the time limits stipulated or extended in accordance with Article 20.8, a grievor or the Association may, upon expiry of such time limit, advance the grievance to the next step.

**20.6 Failure to Process**

In the event a grieving party or person fails to process a grievance within a time limit set out in this Grievance Procedure or extended in accordance with Article 20.8, such grievance shall be deemed to have been withdrawn.

20.7 Time in this Grievance Procedure shall be computed exclusive of Saturdays, Sundays, vacation and university holidays .

20.8 The time limits specified in this Article may be extended, in writing, by mutual agreement of the Provost and Vice-President, Academic or designate and the President of the Association or designate.

## ARTICLE 21 – NEGOTIATIONS

### 21.1 Definitions

21.1.1 *Items* – shall mean:

21.1.1.1 A topic described by a subheading of this Agreement, delimited by a single decimal in the numbering scheme. For greater clarity, examples may include 13.1 – Full Time Employees, or 4.2 – Appointment to Academic Rank,

or

21.1.1.2 A new proposed topic as described in the Statement of Interests submitted by either party, pursuant to 21.2.4.

21.1.2 *Related Clauses* – shall mean any clause of this Agreement that directly references an item as defined in 21.1.1.

### 21.2 Commencement of Negotiations

21.2.1 A party wishing to revise or renew this Agreement shall give written notice of intention to the other party not later than 15 December prior to the end of the term of agreement as referred to in Article 3.1.

21.2.2 When notice has been given that either party wishes to revise or renew the Collective Agreement, the Association and the Board shall engage in training with respect to Interest-Focused bargaining before 31 January.

21.2.3 From time to time, both teams shall extend invitations to other stakeholders including the MRFA Executive Board and relevant members of the Board of Governors to participate as appropriate in the training.

21.2.4 Both parties shall produce a Statement of Interests for discussion during negotiations to be exchanged not later than 31 January.

21.2.5 If a written notice of intention is given under Article 21.2.1, the negotiating committees or their nominees shall meet prior to 15 February to:

21.2.5.1 Agree, as far as possible, upon information to be developed and exchanged prior to the negotiation meetings in order to expedite the negotiation process itself;

21.2.5.2 Arrange for any preparatory subcommittees to meet to develop ideas or information for the negotiations;

21.2.5.3 Set dates for negotiation meetings; and

21.2.5.4 Arrange for the selection of the mediator contemplated by Article 21.4.7, and make arrangements to ensure the mediator's availability.

### 21.3 Principles of Negotiations

21.3.1 The parties commit to:

21.3.1.1 Conducting their negotiations in an expeditious, efficient and problem solving manner to conclude a revised Collective Agreement by the expiry date;

21.3.1.2 Disclosing information to each other that will assist the negotiation process;

21.3.1.3 Avoiding unnecessary expense;

- 21.3.1.4 Scheduling blocks of time of 6 hours or more per day in two or three day blocks to maximize the productivity of negotiating sessions;
  - 21.3.1.5 Making committee members available for bargaining on agreed upon dates, subject to unavoidable contingencies, but with backup plans to accommodate those contingencies; and
  - 21.3.1.6 Scheduling meetings, mediations, hearings, reviews of arbitral awards or preparatory activities such that no activity will be required from the Association during the vacation period stipulated in Article 15.1, unless the Association agrees to waive this condition.
- 21.3.2 Both parties agree to meet between 1 February and 1 May for a period of not less than 5 days or their equivalent with a view to arriving at a new Collective Agreement as expeditiously as possible. Wherever possible, Reading Week and Final Exam period will not be used to meet this requirement.
- 21.3.3 Both parties shall endeavour to make the requisite time available. Employees' schedules shall be coordinated wherever possible to ensure that employees are available to meet.
- 21.3.4 Dates contained in this Article may be amended or extended by mutual agreement in writing.
- 21.3.5 Subsequent to the meeting referred to in Article 21.2.5, the negotiating committees or their nominees shall meet together in accordance with the agreed upon schedule to bargain in good faith and attempt to agree upon the terms of a new Collective Agreement
- 21.3.6 If, by 31 May, the parties have been unable to agree upon the terms to be included in a revised Collective Agreement, the parties agree to engage in enhanced mediation
- 21.3.7 At any time during the bargaining process, should the parties agree that an item will not benefit from further negotiations or mediation, then the parties may agree to place this item on hold, pending its ultimate submission to compulsory binding arbitration.
- 21.3.8 The Board of Governors will make available to the Association funding equivalent to 240 SICR for the purposes of providing reassigned time to the MRFA Negotiating Committee in the Fall semester to prepare and participate fully in the process of Interest-focused bargaining. The MRFA shall provide equivalent resources in the Winter semester.

#### 21.4 **Enhanced Mediation**

- 21.4.1 The parties agree to use a one-person or three-person process of enhanced mediation in an effort to resolve their items in dispute before resorting to the options set out under the heading compulsory Binding Arbitration.
- 21.4.2 The parties agree on the following principles for the conduct of enhanced mediation:
- 21.4.2.1 The process should respect and reinforce the Principles of Negotiations set out in Article 21.3.
  - 21.4.2.2 The mediator or mediation panel should engage in active problem solving mediation, drawing on their experience to advance suggestions for possible solutions, making all reasonable efforts to assist the parties to resolve the issues in dispute.
- 21.4.3 In the following articles, mediator shall include a mediation panel, if selected.
- 21.4.4 By 31 May, each party will choose whether to use one or three persons for the mediation process.
- 21.4.5 If one party wishes a three-person panel rather than a single mediator and the other party wishes a single mediator, then the parties will use a three-person process. However, the party selecting the

three-person process will reimburse the other party for the additional costs involved by a payment equal in amount to one half of the fees of the chair of the mediation panel.

- 21.4.6 If either party indicates a wish to proceed with a three-person enhanced mediation process, each party will forthwith select a person to act as its appointee as a member of the mediation panel and advise the other party of the selection. The parties agree to select members of the panel who are available on any pre-selected date for the enhanced mediation.
- 21.4.7 The process for selecting a mediator or a chair for the mediation panel shall be as follows:
- 21.4.7.1 Each party shall submit to the other party the names of three (3) candidates for the mediator; and
- 21.4.7.2 The two parties shall review the names and agree upon the choice of a mediator from the names submitted.
- 21.4.7.3 If, for any reason, this selection process fails, then legal counsel for the parties shall review the names and agree upon the choice of a mediator.
- 21.4.7.4 If, for any reason, this selection process fails, either party may apply to the Chair of the Alberta Labour Relations Board for the appointment of a suitable mediator.
- 21.4.8 Four weeks prior to the scheduled mediation, the parties will agree upon a package of information materials to be submitted to the mediator for review in advance of the scheduled date for the mediation.
- 21.4.9 Each party will prepare a submission in writing outlining its position on the items in dispute. Copies of the submissions will be provided to the mediator and the other party at least two weeks prior to the scheduled date for the mediation.
- 21.4.10 The mediator will meet with the parties at the scheduled time for the purpose of hearing their presentations on the items in dispute. After those presentations, the mediator will meet with the parties during the mediation and make efforts to find mutually agreeable solutions to the issues in dispute. The mediator shall establish the procedures to be followed, providing opportunities for the parties to present such arguments and information as may be necessary to resolve the items in dispute.
- 21.4.11 If the mediator is unable to affect a settlement, the mediator shall issue a report to the parties with recommendations for settlement. If the parties choose a mediation panel, the panel will endeavour to provide the parties with a unanimous recommendation, but failing that, the recommendation of the chair will be the recommendation of the panel.
- 21.4.12 The mediator's report will be delivered to the parties at the same time, within 10 days from the close of the mediation session.
- 21.4.13 The mediator's report is not binding on either party.
- 21.4.14 If both parties accept the mediator's recommended terms of settlement, they shall promptly conclude negotiations and execute an agreement pursuant to such terms.
- 21.4.15 The two parties shall share the cost of the mediator or the chair of the mediation panel equally, subject to Article 21.4.5 above.
- 21.4.16 If, following enhanced mediation and receipt of the mediator's report and recommendations, the parties have not entered into a revised Collective Agreement, then the parties shall engage in Compulsory Binding Arbitration.

## 21.5 Compulsory Binding Arbitration

- 21.5.1 This Agreement shall remain in full force and effect during the period before and up to arbitration, even if such arbitration extends beyond the expiry date of this Agreement and shall continue to remain in full force and effect until both parties receive, in writing, the arbitrator's award.
- 21.5.2 If, following enhanced mediation and receipt of the mediator's report and recommendations, the parties have not entered into a revised Collective Agreement, either party may commence compulsory binding arbitration as set out below.
- 21.5.3 Nothing in this Agreement prevents the parties agreeing to further facilitation, or mediation.
- 21.5.4 To commence compulsory binding arbitration, a party shall notify the other party in writing of the intent to submit outstanding matters to compulsory binding arbitration.
- 21.5.5 Unless the parties otherwise agree, the compulsory binding arbitration hearing shall not commence until:
- 21.5.5.1 Bargaining has occurred in accordance with the procedures herein and fifteen (15) days have passed since receipt of the mediator's report and recommendations;
  - 21.5.5.2 The Agreement has expired;
  - 21.5.5.3 Ratification votes have been held upon revisions to the Collective Agreement mutually agreed upon by the two negotiating committees;
  - 21.5.5.4 Each party has selected no more than two (2) items and related clauses for submission to compulsory binding arbitration. (For definition of items and related clauses, see 21.1). Upon mutual agreement, either party may submit more than two items and related clauses.
  - 21.5.5.5 Both parties have had one (1) calendar month of preparation time exclusive of the vacation period stipulated in Article 15.1 of this Agreement.
- 21.5.6 For the purposes of this Article, the term Arbitration Board shall be considered interchangeable with single arbitrator.
- 21.5.7 Within seven (7) days of a party being notified under clause Article 21.5.4, each party will choose whether to use one or three persons for the arbitration process.
- 21.5.8 If one party wishes a three-person arbitration board rather than a single arbitrator and the other party wishes a single arbitrator, then the parties will use a three-person process.
- 21.5.9 The costs of the arbitration shall be borne by the parties as follows:
- 21.5.9.1 If both parties agree to a single arbitrator, the costs will be shared equally;
  - 21.5.9.2 If both parties agree to a three-person arbitration board, each party will pay the costs of their nominee to the board. All other costs, including those of the chair of the board, and the proceedings themselves, will be shared equally;
  - 21.5.9.3 If one party chooses a single arbitrator, and the other party chooses a three person board, then each party will pay the costs of their nominee to the board, and the costs of the chair will be borne entirely by the party opting for the three-person board. The costs of the proceedings shall be shared equally between the parties.
- 21.5.10 The process for selecting a single arbitrator shall be as follows:
- 21.5.10.1 Each party shall submit to the other party the names of three (3) candidates for the

arbitrator; and

21.5.10.2 The two parties shall review the names and agree upon the choice of an arbitrator from the names submitted.

21.5.10.3 If, for any reason, this selection process fails, then legal counsel for the parties shall review the names and agree upon the choice of an arbitrator.

21.5.10.4 If, for any reason, this selection process fails, either party may apply to the Chair of the Alberta Labour Relations Board for the appointment of a suitable arbitrator.

21.5.11 The process for selecting a three-person arbitration board shall be as follows:

21.5.11.1 Each party will, within fourteen (14) calendar days after receiving the notice pursuant to Article 21.5.4, appoint a person to act as its nominee to the Arbitration Board, and advise the other party of such selection.

21.5.11.2 Upon the appointment of the two nominees selected pursuant to Article 21.5.11.1 above, the two nominees shall within fourteen (14) days appoint a third person, who shall be Chair of the Arbitration Board.

21.5.11.3 If the two nominees fail to agree upon a chair, either or both may request the Chair of the Alberta Labour Relations Board to appoint a Chair.

21.5.12 No person shall be appointed to the Arbitration Board if the person is directly affected by the dispute or has been involved in an attempt to negotiate or settle the dispute.

21.5.13 When an arbitration board has been selected pursuant to Articles 21.5.10 or 21.5.11, the Chair of the board shall require the parties to submit to the arbitration board within fourteen (14) calendar days, a list that identifies the item(s) and related clause(s) in dispute.

21.5.14 The Arbitration Board shall determine the procedure to resolve the dispute subject to the Post-Secondary Learning Act and

- (i) may accept any oral or written evidence that the Arbitration Board considers proper, whether admissible in a court of law or not;
- (ii) is not bound by the laws of evidence applicable to judicial proceedings;
- (iii) may in any proceeding, award or decision correct any clerical mistake, error or omission;
- (iv) may administer an oath to a person appearing before the Arbitration Board;
- (v) may summon and enforce the attendance of witnesses in the same manner as a court of record in civil cases and;
- (vi) may require any person to attend and produce any documents and items the Arbitration Board considers necessary for the purpose of resolving the matters in dispute.

21.5.15 The Arbitration Board shall issue an award with respect only to those matters identified in the written evidence as being in dispute and the award is binding on

- (i) the Board and the Association
- (ii) the academic staff members who are bound by the Agreement and affected by the award.

21.5.16 The terms of the award shall be included in the terms of the Collective Agreement.

21.5.17 Subject to Article 21.3.1.6, if a question arises concerning the award or the implementation of the

award of an arbitration board within forty-five (45) days from the date on which the award was made, the Chair of the Alberta Labour Relations Board, at the request of one or both of the parties, shall direct the Arbitration Board to decide the question. This forty-five (45) day period may be extended or waived by the mutual written agreement of the parties.

21.5.18 Subject to Article 21.3.1.6, after forty-five (45) days have elapsed from the date that the Arbitration Board has issued a decision pursuant to Article 21.5.15, and should no question have been raised by either party pursuant to Article 21.5.17, the Arbitration Board shall cease to have power or authority to hear, consider or render any further decision concerning the implementation of its award.

## 21.6 **Other**

21.6.1 Within sixty (60) working days of signing the Agreement, a joint contract administration seminar shall be offered to all parties affected by the Agreement.

## **ARTICLE 22 - WORKPLACE ENVIRONMENT**

### 22.1 **Non-Discrimination**

22.1.1 Neither the Board nor its representatives shall discriminate against, or harass, employees with respect to employment on the grounds of race, religious or political beliefs, colour, gender, gender identity, sexual orientation, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, or membership or activity in the Association as provided under the terms of this Agreement. The foregoing does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational qualification.

22.1.2 Article 22.1.1 above as it relates to age and marital status does not affect the operation of any bona fide retirement or pension plan or the terms or conditions of any bona fide group or employee insurance plan.

### 22.2 **Occupational Health and Safety**

22.2.1 The Board agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace including a properly heated and lighted working environment that is free of pollution in accordance with applicable federal, provincial and municipal health and safety legislation and regulations.

22.2.2 Where the nature of the work or working conditions of the employee's regular duties at the University are such that protective clothing, safety equipment or other protective devices are required, the employer shall provide those items and shall maintain and replace them, where necessary, at no cost to the employee.

22.2.3 It shall be the responsibility of the employee to report to his/her immediate supervisor, or Dean, any situation in the workplace which the employee believes to be unsafe or unhealthy.

22.2.4 No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. An employee who does not work under such circumstances shall not suffer a loss of pay provided that the employee's decision is upheld by the University Occupational Health and Safety Committee. The decision of the University Occupational Health and Safety Committee shall be binding upon both the employee and the Board.

### 22.3 **Parking**

The Association will have two (2) members on the transportation committee, one (1) representing full-time employees and one (1) representing part-time employees.

#### 22.4 **Resources for Part-time Employees**

The University shall make reasonable efforts, subject to available resources, to provide part-time employees with the working conditions required to fulfill their instructional responsibilities. This may include dedicated office space (which may be shared), an individual e-mail account, access to a computer and telephone, instructional support, and supplies.

## **ADDENDUM ON TEACHING, SCHOLARSHIP AND SERVICE**

These activities may be eligible for reassigned time.

### **Teaching**

Teaching may include but is not restricted to the following activities:

- Credit instruction
- Student consultation and advice
- Practicum and field supervision
- Major project supervision
- Curriculum and course development
- Pedagogical design and preparation
- Materials development
- Assessment design and implementation
- Maintenance of academic and professional currency
- Self-reflection on pedagogical practices
- Application of the literature on teaching and learning
- Development, identification and communication of best practices
- Promotion of evidence-based professional and pedagogical practice

### **Scholarship**

Scholarship may include but is not restricted to the following activities:

- Research
- Scholarly and artistic work
- Professional work
- Publishing
- Presenting at, participating in and coordinating conferences
- Collaborating with, and reviewing and editing the work of, peers
- Developing primary and secondary texts and learning materials
- Providing scholarly opportunities for students
- Scholarship of teaching and learning
- Dissemination of effective teaching and learning resources and strategies
- Creation and extension of resources or programs to support teaching
- Sharing teaching expertise externally
- Significant leadership in teaching excellence beyond the institution

### **Service**

Service may include but is not restricted to the following activities:

- Participation in department, faculty and institutional governance
- Selection, support, development and evaluation of colleagues
- Appropriate student support including mentoring
- Development and application of academic policies
- Creation, development, evaluation and revision of academic programs
- Liaison, partnership and leadership work with disciplines, organizations and communities relevant to academic or professional expertise
- Participation in the Mount Royal Faculty Association, its processes and committees

IN WITNESS WHEREOF the parties have executed this agreement by their authorized officers the day, month and year first above written.

THE BOARD OF GOVERNORS  
MOUNT ROYAL UNIVERSITY

THE MOUNT ROYAL FACULTY ASSOCIATION

Per: \_\_\_\_\_  
R. Shaw, Chair  
Board of Governors  
Mount Royal University

Per: \_\_\_\_\_  
G. Cross, President  
Mount Royal Faculty Association

Per: \_\_\_\_\_  
D. Docherty, President  
Mount Royal University

Per: \_\_\_\_\_  
L. Easton, Chair  
Mount Royal Faculty Association  
Negotiating Committee

\_\_\_\_\_  
Date

## APPENDIX A

### PRINCIPLES OF A TENURE, PROMOTION AND RANK SYSTEM AT MOUNT ROYAL

- All full-time and limited-term employees will be appointed to an appropriate academic rank.
- The same academic rank structures should apply to both the Teaching-Service and Teaching-Scholarship-Service work patterns.
- The processes, committees and general criteria for appointment and promotion to different academic ranks will be stipulated in the collective agreement and aligned with the roles and mandate of General Faculties Council.
- There will be no system of merit pay based on evaluation of performance.
- An appeal process will be stipulated in the Collective Agreement.
- The processes of tenure and promotion should support the achievement of our mission to become Canada's best instructionally focused and scholarly informed undergraduate university.
- Tenure and promotion are awarded to recognize achievement in teaching, service and, where applicable, scholarship.
- Both the processes and criteria for the assessment of tenure and promotion must be transparent, effective and efficient.
- A fair, evidence-based assessment of criteria by peers, working collegially and ethically, is at the heart of Mount Royal's tenure and promotion system.
- The degree of accomplishment necessary for achieving tenure and promotion must be equivalent across academic units and between work patterns.
- Assessments and recommendations for tenure and promotion will be made from an academic unit to an institution-wide committee which will make a final recommendation to the President. Chairs and Deans will participate in the recommendation process.
- The processes and results of the tenure and promotion system will seek to retain the collegial and non-competitive culture valued by faculty and administration at Mount Royal.
- Promotion processes and criteria will not disadvantage those faculty who choose to engage primarily in service activities (i.e. Chairs, President of the MRFA, secondments).
- Tenure and promotion criteria must recognize the value of Mount Royal's unique instructionally focused work patterns within the context of Canada's university standards.
- Switching work patterns will not affect promotions which have already been granted.
- Tenure processes will be based on the Collective Agreement and the policies which were in place when employment commenced.
- The implementation of a ranking system will address the fact that faculty tenured prior to July 1, 2009 worked under different terms and conditions of employment.

## APPENDIX B

### FACULTY ANNUAL REPORT

The online annual report form and instructions can be found at <http://annualreports.mtroyal.ca>.

The faculty annual report is primarily a mechanism to record and recognize faculty work and achievements for the purposes of annual review by the Chair and Dean and may also provide, where appropriate, information to support the tenure and promotion processes. The information is held securely for use only by the faculty member and is only available to the Chair and Dean when the faculty member sends the final document electronically for review. However, the faculty member may use the report for other purposes such as internal or external funding applications.

#### General Information, Work and Achievements

General information, work and achievements shall be recorded in four main areas:

1. Profile
2. Teaching
3. Scholarship
4. Service

See the Addendum on Teaching, Scholarship and Service for more detail.

Information recorded by faculty shall consist of, but not be limited to, the following:

#### Profile / General Information

- First Name
- Last Name
- Rank
- Dept/Program/Academic Area
- Secondary Dept (Cross-Appointment Only)
- Appointment Category
- Work Pattern
- Highest Degree Achieved
- Short profile statement (optional)

#### Timing

All full-time faculty shall submit an Annual Report to the appropriate Dean each year with a copy to the relevant Chair by 1 June.

**TERMS OF SETTLEMENT BETWEEN**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**and**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**A. Compiling the final copy of the Collective Agreement**

The parties agree that two (2) members of each team or their designates shall undertake the following tasks to edit the Collective Agreement:

1. Review the Collective Agreement and replace "College" with "University" or "the Board".
2. Make editorial changes in various amended articles. Such changes should not be substantive.
3. Review the Collective Agreement for use of "Executive Director." The Manager of Wellness Services is mentioned only in workload allocation.
4. Review the use of "full-time faculty" for its appropriate use.
5. Jointly review the Collective Agreement to decide which MOUs should be removed.
6. Review the agreement to reorganize the order and to check cross-referencing and numbering of the articles in the Collective Agreement for a publication of the Agreement, no later than September 9, 2010.
7. Review relevant articles for Fixed Term Part-time Appointment.

**B. Performance Review for Counsellors**

1. Performance review shall be conducted jointly. Annual reports shall be submitted to the Dean of Arts and the Vice-President, Student Affairs and Campus Life for their joint review. The Dean of Arts reviews scholarship and the Vice-President, Student Affairs and Campus Life reviews counselling and service.
2. For scholarship, a joint review committee consisting of four (4) members of Faculty Review committee of the Faculty of Arts including its chair and two members from Counselling appointed by the Vice-President, Student Affairs and Campus Life.
3. Review follows cross-appointment processes.

**C. Annual Chair Sabbatical**

1. The Board shall examine its records to ascertain whether there are any faculty who have ten (10) years of Chair service and to determine whether they may eligible for the Chair annual sabbatical.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**TERMS OF SETTLEMENT FOR THE REOPENER 2011/2012**

**BETWEEN**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**and**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

1. The UTPC has identified the timelines in Article 11.4 regarding the submission of the promotion dossier as too tight to be practical in this round. To ensure that the Office of the Provost and Vice-President, Academic has sufficient time to send the dossiers to external referees for comment, the Board and the Association agree that promotion dossiers will be submitted no later than the last Friday of August 2011. This is a one-time only deadline. Henceforth, Article 11.4.1 shall pertain as written.
2. The parties agree that the Office of Research shall provide the Association with a summary report about what information has been compiled from the Annual Report, for whom and for what purposes by September 1, 2011.
3. The parties agree that the Chairs Assembly in conjunction with the Chairs and Deans Group will during Fall 2011 undertake training related to the implementation of Articles 4.7, 4.8, 4.9 and 4.11.

\_\_\_\_\_  
Brian Fleming  
Board of Governor's  
Negotiating Committee

\_\_\_\_\_  
Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

\_\_\_\_\_  
Date

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

### **Regarding Intellectual Property and Article 19 - Copyright**

Both parties recognize that:

- a) The Association opened Article 19 in the 2008 round of collective bargaining in order to make adjustments to the article to reflect a grievance settlement in April 2007 regarding use of List A reassigned time or other arrangements to develop or redevelop course materials for electronic delivery.
- b) The Association opened Article 19 again in the 2010 round of collective bargaining in order to deal with the outstanding grievance, as well as to address issues raised by the University's Intellectual Property and commercialization of Intellectual Property policies and procedures which were under development at the time.
- c) No progress was made in updating Article 19 during these two rounds of negotiations, in part because intellectual property is a specialized topic and members of the negotiating committees are typically not well informed about it.
- d) As part of the limited re-opening of the Collective Agreement in 2011, the parties discussed recommendations of the joint committee struck under the MOU regarding Article 19. While both parties supported the joint committee's recommendations in principle, they were unable to develop language for the agreement within the negotiating timeframe.

With a view to putting in place a process better suited for dealing with copyright and intellectual property in the Collective Agreement, both parties agree to establish a joint committee to recommend revisions to Article 19 according to the following process:

1. The joint committee shall be appointed no later than September 15, 2011, comprised of seven (7) individuals including two members from the Board negotiating committee, two members from the Association negotiating committee, the Co-Chairs of IP Taskforce, and the University Copyright Advisor who shall act as a non-voting member and resource.
2. The committee shall meet promptly to develop its operating procedures and begin its work.
3. The report and recommendations generated by the 2010-11 joint committee shall serve as the starting point for the committee's work.
4. The joint committee shall:
  1. Determine which portions of the above report should be included in the Collective Agreement and which portions should be embedded in policy;
  2. Articulate the mandate and membership of the proposed IP adjudication committee;
  3. Consider and make recommendations pertaining to implementation issues;
  4. Recommend language for the Collective Agreement;
  5. Consult as needed with internal and external experts or consultants in copyright/IP in Canadian universities;

6. Consult with respective legal counsel (MRFA and Board) regarding proposed language for the Collective Agreement;
7. Make recommendations to the Board and MRFA negotiating teams by December 16, 2011 for ratification in the Winter 2012 semester.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Titling for Part-time Employees**

In response to the Part-Time Faculty Task Force's final report (April 2011), which recommended that a title for part-time faculty be established, both parties agree to establish a joint committee to study this issue and recommend a title for part-time employees based upon the following:

1. The joint committee shall be comprised of one Board representative who served on the 2010/2011 negotiating team, one full-time MRFA representative who served on the 2010/2011 negotiating team, the part-time representative who served on the 2010/2011 negotiating team (who shall Chair this committee), one elected part-time employee and one elected full-time employee.
2. The committee shall meet no later than October 15, 2011 in order to develop its operating procedures and begin its work.
3. The committee shall ensure that consultations are conducted to acquire feedback from full-time and part-time employees.
4. The committee shall submit final recommendations to the negotiating teams no later than January 31, 2012.
5. Recommendations must align with and not contravene the collective agreement and relevant MRU policies.
6. Recommendations regarding appropriate title must recognize the various roles (i.e. instructional, counseling, librarian, and clinical) that part-time employees fulfill.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Hiring, Tenure and Promotion, and Faculty Evaluation of Employees in ADC and Student Counselling**

1. Both parties agree that MRFA Collective Agreement does not accurately reflect existing hiring, tenure, promotion and performance review processes for employees in the Academic Development Centre and Student Counselling particularly in relation to the role of administrative positions\* within these units.
2. In view of the unique administrative structures of the ADC and Student Counselling, both parties agree that a committee shall be struck to develop recommendations on the role of administrative positions\* in the hiring, tenure, promotion and performance review of employees in the Academic Development Centre and Student Counselling.
  - a. The composition of the committee shall be:
    - Two employees from the Academic Development Centre, appointed by tenured members of the ADC
    - Two employees from Student Counselling , appointed by tenured members of Counselling
    - One employee appointed by the Mount Royal Faculty Association
    - Two Board representatives appointed by the Provost and VP Academic
  - b. The first meeting shall be held no later than September 15, 2011. The committee shall elect a chair and determine its operating procedures.
  - c. Administrative support will be provided by the Office of the Provost and Vice-President, Academic.
  - d. The expected activities include consulting with employees in ADC and Student Counselling, administrative positions\* directly associated with the departments, and other stakeholders as appropriate.
  - e. The committee shall prepare recommendations and suggest collect agreement language to clarify and support recommendations to both parties by January 31, 2012.

\* administrative positions include: Director ADC, Chair Student Counselling, Manager Wellness Services, Dean Faculty Teaching and Learning, Vice President Student Affairs & Campus Life

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Online Faculty Annual Report for Employees within Counselling**

Both parties agree to establish a working group to address the issue of the online Faculty Annual Report for full-time employees in counselling. The working group will be based upon the following:

1. The working group shall be comprised of the members of the Faculty Evaluation Committee (FEC), the Associate Vice-President, Research and two tenured employees from counselling.
2. The working group shall meet by September 15, 2011 in order to develop its operating procedures and begin its work.
3. The working group shall submit final recommendations to the negotiating teams no later than December 1, 2011.
4. Recommendations must align with and not contravene the collective agreement and relevant MRU policies.
5. Recommendations must address the work and achievements of the employees in counselling.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding the Implementation of Article 11.4.1 - Extended Deadline to Give Notice of Intention to Apply for Promotion**

Since the necessary forms and processes envisioned in Article 11 along with the faculty-level expectations for promotion to full professor are still being developed, some faculty have felt unable to provide notice of intent for promotion by the January 31 deadline mandated in the Collective Agreement. In order to allow time for all these processes to come to fruition and to not disadvantage faculty who may have otherwise applied both parties agree that another deadline is desirable.

Therefore both parties agree that:

1. All tenure faculty who wish to apply for promotion to full professor may notify the Chair of the UTPC and the departmental Tenure and Promotion Committee of their intention to apply for promotion by May 16, 2011.
2. This is a one-time only deadline. Henceforth, Article 11.4.1 shall pertain as written.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Benefits Eligibility for Part-time Faculty**

The parties agree to the following:

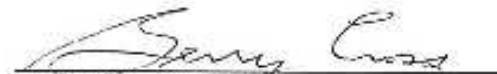
1. Effective February 1, 2011, the eligibility requirements for part-time benefits stated in Article 16.8.1.1 shall be reduced to the continuation requirements. Accordingly, part-time employees shall be eligible for benefits as follows:

A part-time employee employed as an instructor who has had a minimum teaching load per semester of ninety-six (96) scheduled instructional course hours during each of the Fall and Winter semesters in a continuous twelve (12) month period shall be eligible for benefits at the beginning of appointment in the third (3rd) consecutive semester providing the part-time instructor carries a minimum teaching load of ninety-six (96) scheduled instructional course hours in the third (3rd) consecutive semester, or where the third (3rd) consecutive semester is the Spring or Summer Semester, a minimum teaching load of forty-eight (48) scheduled instructional course hours. Providing a part-time instructor's teaching load for future semesters is a minimum of ninety-six (96) scheduled instructional course hours, or forty eight (48) scheduled instructional course hours in either the Spring or Summer session such instructor remains eligible for benefits. If the instructor's teaching load drops below ninety-six (96) scheduled instructional course hours in either the Fall or Winter Semesters or below forty-eight (48) scheduled instructional course hours in either the Spring or Summer Semesters, then eligibility for benefits will cease. Once the instructor regains a minimum teaching load of ninety-six (96) scheduled instructional course hours, in either the Fall or Winter Semesters, or a teaching load of forty-eight (48) scheduled instructional course hours in either the Spring or Summer session, provided the instructor has been employed by the University as a part-time credit instructor within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.

2. Changing Article 16.8.1.1 to read as above and modifying the remaining clauses under Article 16.8.1 (16.8.1.2; 16.8.1.3; 16.8.1.4; 16.8.1.5) to be congruent with the principle that the eligibility requirements be the same as the continuation requirements shall be submitted to both negotiating teams for consideration in the next round of contract negotiations commencing in 2012.



Dave Marshall, President  
Mount Royal University



Gerry Cross, President  
Mount Royal Faculty Association

Feb 9/11  
Date

## MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Implementation and Transition Issues 2010-2012

The following items are agreed to as part of the implementation of this Collective Agreement.

### A. One-time Payments to Full time and Limited-term Employees

Employees shall receive an additional one-time payment of \$1,000 on July 1, 2011.

### B. One time Payments to Part-time Faculty for 2010-2011 and 2011-2012

Part-time faculty who are employed in either Fall 2010, Winter 2011 and/or Spring 2011 and who taught in the academic year 2009-2010 shall receive a one-time payment on the first contract in the 2010-2011 academic year, depending on the number of SICH taught in 2009-2010, as follows:

- **\$125** between 95 SICH and 143 SICH
- **\$250** between 144 SICH and 239 SICH
- **\$375** between 240 SICH and 383 SICH
- **\$500** 384 SICH or higher

Part-time faculty who are employed in either Fall 2011, Winter 2012, and/or Spring 2012 and who taught in the academic year 2009-2010 shall receive a one-time payment on the first contract in the 2011-2012 academic year depending on the number of SICH taught in 2009-2010, as follows:

- **\$125** between 95 SICH and 143 SICH
- **\$250** between 144 SICH and 239 SICH
- **\$375** between 240 SICH and 383 SICH
- **\$500** 384 SICH or higher

### C. Implementation of Fixed-term Part-time Appointment

1. On August 15, the Chair of the academic unit shall invite all part-time faculty on Step 3 or higher and who taught 384 SICH or more in 2009-2010 or who have normally taught 384 SICH or more in previous academic years (may include the Spring semester) across the University to submit a brief written expression of interest in the Fixed-term Part-time Appointment by September 15, 2010.
2. Academic units shall develop appointment criteria, as outlined in Article 4.7.1, and define "accumulated experience at Mount Royal that is both satisfactory and relevant," as stipulated in Article 4.8.2.2, no later than September 15, 2010.
3. The standing part-time committees shall make their recommendations on fixed-term part-time appointments to the Dean no later than September 30, 2010.
4. For the 2010-2011 academic year, a part-time faculty member who has satisfied all of the following criteria, shall be eligible for a fixed-term part-time appointment with the opportunity for reappointment:
  - i. has completed four (4) semesters of part-time employment within the last thirty-six (36) months;

- ii. has normally taught 384 or more SICH in previous academic years;
  - iii. is projected to teach 160 or more SICH in the Fall 2010 semester;
  - iv. is at Step 4 or higher of the Part-time Employee Salary Grid in Article 13.3.
5. Former employees who have retired from the University and are rehired into a part-time appointment shall not be eligible.
  6. Initial appointment of employees during the academic year 2010-2011 shall be on an application basis subject to Articles 4.11.3 and 4.11.4.
  7. **Priority Order of Allocation:** In the event all 25 appointments are not utilized during the academic year 2010-2011, eligibility shall extend to part-time faculty on Step 4 and subsequently Step 3 of the Part-time Employee Salary Grid in Article 13.3, provided the employee has satisfied all of the other criteria stipulated above with the exception of C.4 iv.

**D. Recognition of Part-time Semesters of Work at Mount Royal prior to September 1,1999**

Part-time faculty who have been employed at Mount Royal prior to September 1, 1999 shall submit in writing to a committee comprised of the Associate Vice-President, Human Resources or designate and the President of the MRFA or designate, a list of the semesters they wish to be considered for service increments along with University-sanctioned official documentation by October 31, 2010. The Committee shall consider the applications and make a decision on which semesters can be counted towards a service increment by November 30, 2010. The committee's decision shall be final and conveyed to the faculty member in writing.

**E. Parental Leave Increment Decision**

The parties request the Faculty Leave Committee to develop guidelines to decide on whether an employee shall be granted an increment when the employee was on a maternity/paternity leave and not granted an annual increment.

**F. The University Tenure and Promotion Committee and the Appointments, Promotion and Tenure Committee**

1. The UTPC shall review and incorporate conflict of interest language into the Tenure Guidelines for Tenure System II.
2. The UTPC, in consultation with one member from each negotiating committee, shall develop comprehensive *Promotion Guidelines* including necessary forms and processes to implement Article 11 by December 15, 2010.
3. The parties request that the APTC provide an interim report on standards and evidence relating to criteria for tenure and promotion, and on the implications for Chairs and other faculty in high-service roles, to both negotiating committees by March 1, 2011, and an update by May 1, 2011, for consideration under the Memorandum of Understanding Regarding the Limited Re-opening of the Collective Agreement for 2011-2012.

**G. Faculty Review Committees**

Each Faculty Council will elect a Faculty Review Committee as described in Article 12.3.2.2 no later than March 2011.

**H. Part-time Faculty Handbook**

Both parties agree that the *Part-time Faculty Handbook* to be developed between the MRFA and Human

Resources shall contain information related to the SICM Multiplier.

**I. Information Retained in Faculty Personnel Files**

1. Employees may review their personnel files held in Human Resources and/or their Dean's office at any time.
2. Any written communication related to performance concerns is to contain a date that this documentation will be removed from the file(s).
3. Notwithstanding the above noted point, once per year employees may request that material be removed from their file(s). This request shall be made in writing to the Dean and copied to Human Resources. The employee shall receive written notification that his/her request has been considered and what action, if any, has been taken within thirty (30) days of the request being submitted.

**J. Anomalies Related to the Implementation of the Grid**

The Association and the Board are committed to the principle that full-time and limited-term employees shall not receive a salary after transfer to the new grids that is less than they would have earned on the existing grid as of January 1, 2011. Therefore, both parties agree to review and resolve any anomalies related to the transfer from the existing grid to the new grids effective January 1, 2011 where individuals may earn less after transfer than they would have earned on the existing grid. The Board and the Association agree that anomalies must be satisfactorily resolved before a final agreement is signed and published by September 9, 2010.

**K. Laboratory Instructors**

At least 6 laboratory instructor positions will be made available over the life of this agreement.

**L. Continuing Items**

1. The eligibility requirements of part-time faculty for benefits as described in Article 16.8 shall be reviewed in collective bargaining beginning in February 2012.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

\_\_\_\_\_  
Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

### Regarding Joint Committee for the Review and Interpretation of the Collective Agreement

The parties agree that there is a need for a joint committee for the review and interpretation of the Collective Agreement with the following charter. The negotiating committees will evaluate and discuss the success of the committee during the next round of collective bargaining.

### Committee Charter

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<b>Name of Committee:</b>	<b>Joint Committee for the Review and Interpretation of the Collective Agreement</b>
<b>Sponsors:</b>	<b>MRFA and MRU Board of Governors Represented by the President of the MRFA and the Provost and Vice-President, Academic</b>

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<b>Purpose:</b>	To interpret the Collective Agreement cooperatively and with an interest focused approach.
<b>Background:</b>	The University has undergone considerable transition over the past number of years and will continue so in the future. The volume and complexity of change is evident as the University and the MRFA adapt the Collective Agreement. In as much as the Collective Agreement is bargained in good faith and intent, there remains the possibility of misunderstanding or lack of clarity regarding certain elements of the Collective Agreement. The parties have agreed to create a Joint Committee to interpret the Collective Agreement as required.
<b>Authority:</b>	<ul style="list-style-type: none"><li>• Advise the Board and/or the MRFA regarding interpretation of the Collective Agreement.</li><li>• May authoritatively interpret the Collective Agreement when a question of interpretation is jointly referred to it by the President of the MRFA and the Provost and Vice-President, Academic of the University.</li><li>• Does not have the power to amend the Collective Agreement, although it may make recommendations to the parties.</li><li>• Shall not consider disputes that are the subject of appeal or grievance or that have been submitted to arbitration.</li><li>• Shall not preclude informal meetings between representatives of the University and the Association.</li><li>• Review University policies for impact on the Collective Agreement when jointly referred by the sponsors.</li><li>• May be requested jointly by the negotiating committees to address a particular project for consideration through a Collective Agreement MOU.</li></ul>
<b>Membership:</b>	<ul style="list-style-type: none"><li>• Shall consist of three appointees each from the MRFA and the Board.</li><li>• To the extent possible, the membership shall include one member from</li></ul>

each party's last negotiating committee.

- Operating Procedures:**
- The Joint Committee shall be co-chaired by a member from each party.
  - Quorum for meetings shall be four (4) members, provided that at least two (2) representatives of each party are present including the co-Chairs.
  - Decisions by the Committee will be made by consensus.
  - In a case where consensus cannot be reached, the Joint Committee shall inform the sponsors.
  - The Joint Committee will meet as necessary. Either co-Chair may call a meeting on seven (7) working days written notice to the other members of the Committee. Written agendas and minutes will be circulated to all members of the Committee.

**Expected Activities:** Provide an annual report to the President of the MRFA and the Provost and Vice-President, Academic regarding the scope of activities, recommendations and evaluation of the Committee's function. The report shall be tabled by May 1 each year.

**Resources:** Administrative support will be provided by the Office of the Provost and Vice-President, Academic.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

## MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

### Regarding a Professional Practitioner Appointments Pilot Project

Faculty in the midwifery and nurse practitioner disciplines in the Faculty of Health and Community Studies must maintain currency in professional practice in order to successfully fulfill their instructional responsibilities.

With a view to better meeting this need, both parties agree to the pilot project as set forth in this Memorandum of Understanding.

#### Tenable and Limited-term Appointments

Tenable and limited-term professional practitioner appointments may be made to candidates registered as midwives or nurse practitioners. A professional practitioner appointment shall be to either a 75% Teaching-Professional-Service (75% TPS) work pattern or a 75% Teaching-Professional-Scholarship-Service (75% TPSS) work pattern, as defined below.

#### 1. Workload

- a. The instructional load provisions of Articles 14.4, 14.5 and 14.6 establish a departmental instructional load average, set the TS or TSS departmental average as the target for an individual faculty member, and specify TS and TSS ranges within which an individual faculty member's instructional load must fall, unless a lower instructional load has been approved by the Dean. The target instructional load for faculty in a 75% TPS or a 75% TPSS work pattern shall be 75% of the TS or TSS target, respectively, averaged over two-year periods as follows:
  - i. The instructional load of full-time and limited-term faculty members who are in the 75% TPS work pattern shall normally be 288 scheduled instructional course hours annually, averaged over two-year periods. The annual instructional load shall be no fewer than 240 scheduled instructional course hours or more than 336 scheduled instructional course hours, subject to the exception approval mechanisms outlined in Articles 14.4.1.1 and 14.4.1.2. All faculty members under this work pattern shall normally teach a minimum of 144 scheduled instructional course hours annually. Any reduction below this shall require the prior approval of the Dean.
  - ii. The instructional load of full-time and limited term faculty members who are in the 75% TPSS work pattern shall normally be 216 scheduled instructional course hours annually, averaged over two-year periods. The annual instructional load shall be no fewer than 176 scheduled instructional course hours or more than 256 scheduled instructional course hours, subject to the exception approval mechanisms outlined in Articles 14.5.1.1 and 14.5.1.2. All faculty members under this work pattern shall normally teach a minimum of 108 scheduled instructional course hours annually. Any reduction below this shall require the prior approval of the Dean.
- b. A faculty member in a 75% TPS or a 75% TPSS work pattern shall maintain a professional practice equivalent to not less than 25% of the instructional load in the TSS work pattern plus 25% of the intersessional period, and sufficient to maintain professional license or registration.
- c. A faculty member in a 75% TPS or a 75% TPSS work pattern shall engage in service, as outlined in Article 14.7, and, where applicable, in scholarship, as outlined in Article 14.5,3, to the same extent as full-time faculty.
- d. The intersessional period of developmental responsibility stipulated in Article 14.2 shall be modified for a faculty member in a 75% TPS or a 75% TPSS work pattern to be one and one-half months of intersessional period of

developmental responsibility and one-half month of professional practice.

- e. A faculty member in a 75% TPS or a 75% TPSS work pattern shall be entitled to two (2) consecutive months of vacation. The normal timing of the vacation period may be altered by mutual consent between the faculty member and the Chair, subject to approval of the Dean, as specified in Article 15.1.

## 2. Salary

- a. All provisions of Article 13.2 shall apply to a faculty member in a 75% TPS or a 75% TPSS work pattern. Such members shall be considered full-time employees for the purposes of annual increments and long service recognition.
- b. Salary shall be paid at 75% of the full-time annual salary, prorated over twelve (12) months and paid in accordance with Article 13.4.2.

## 3. Benefits and Insurance

- a. A faculty member in a 75% TPS or a 75% TPSS work pattern shall be eligible for all benefits in accordance with Article 16.1 through 16.7 inclusive.

## 4. Other terms and conditions of employment

- a. Prior to a tenurable or a limited-term professional practitioner position being posted, the University and the Association will collaboratively develop a detailed plan for the position and submit it for approval to the Provost and Vice-President, Academic. This plan shall be appended to the letter of appointment.
- b. Failure to maintain professional license or registration or remain in good standing with the regulating agency may be grounds for dismissal for just cause pursuant to Article 4.15. Any such condition shall be included in the letter of appointment.
- c. A faculty member appointed to a 75% TPS or a 75% TPSS work pattern shall normally remain in that work pattern for the duration of the probationary period. However, there may be circumstances in which conversion to a TS or TSS work pattern during the probationary period would be permitted. Whether or not conversion is permitted shall be clearly stated in the letter of appointment. If permitted, a faculty member wishing to convert to a TS or TSS work pattern shall provide written notice to the Chair and the Dean no later than the eighth (8<sup>th</sup>) week of the Fall semester of the year before the anticipated conversion. The Dean's approval shall not normally be withheld.
- d. A tenurable employee in a 75% TPS or a 75% TPSS work pattern shall normally be a candidate for tenure in the fifth probationary year. The probationary period may be extended for up to two (2) years by any combination of the employee extending the probationary period for one year as outlined in Article 10.6.4, with the exception of Articles 10.6.4.1 and 10.6.4.2 and with Article 10.6.4.5 modified appropriately, or by the employee being granted an additional probationary year under Article 10.8.2.3.
- e. Upon the granting of tenure, the employee may elect to convert the 75% TPS or 75% TPSS work pattern to a TS or TSS work pattern. An employee wishing to convert to a TS or TSS work pattern shall provide written notice to the Chair and the Dean no later than the eighth (8<sup>th</sup>) week of the Fall semester of the year before the anticipated conversion. The Dean's approval shall not normally be withheld.
- f. All other provisions of this Collective Agreement for full-time employees, with the exception of those noted above, shall apply.
- g. Should this pilot project not be continued in or incorporated into the next Collective Agreement, the appointment of faculty members appointed under this pilot project shall be converted to a tenurable appointment.

## Tenured Appointments

- 1. Tenured faculty members registered as midwives or nurse practitioners may apply to the Dean to enter a 75% TPS or 75% TPSS work pattern or a 50% TPS or 50% TPSS work pattern for up to a three-year period.

2. The 75% TPS and 75% TPSS work patterns are as outlined above for tenurable and limited-term faculty members. The 50% TPS and 50% TPSS work patterns would follow a similar model, but be based on 50% professional practice, instead of 25%.
3. Prior to such an appointment being approved under this pilot project, a detailed plan for the appointment shall be developed by the Chair and the Dean and approved by the Provost and Vice-President, Academic.

### **Report**

So that the effectiveness of the pilot project can be assessed, the Dean of the Faculty of Health and Community Studies will provide a report that addresses at least the following points:

- the benefit of the 75% professional practitioner appointments to midwifery and/or nurse practitioner faculty in maintaining currency in their professional practice;
- recommendations regarding averaging instructional load over two-year periods;
- any issues in the tenure process that might be anticipated as a consequence of these appointments;
- whether these appointments might be extended to other disciplines;
- any other matters deemed pertinent.

This report is to be submitted to both negotiating committees no later than March 15, 2012.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Article 19 – Copyright**

Both parties recognize that:

- a) The Association opened Article 19 in the 2008 round of collective bargaining in order to make adjustments to the article to reflect a grievance settlement in April 2007 regarding use of List A reassigned time or other arrangements to develop or redevelop course materials for electronic delivery.
- b) The Association opened Article 19 again in the 2010 round of collective bargaining in order to deal with the outstanding grievance, as well as to address issues raised by the university's Intellectual Property and Commercialization of Intellectual Property policies and procedures which were under development at the time.
- c) No progress was made in updating Article 19 during these two rounds of negotiations, in part because intellectual property is a specialized topic and members of the negotiating committees are typically not well informed about it.

With a view to putting in place a process better suited for dealing with copyright and intellectual property in the Collective Agreement, both parties agree to establish a joint committee to study and recommend revisions to Article 19 according to the following process:

- 1. The joint committee shall be comprised of two appointees of the Board and two appointees of the Association, to be appointed no later than September 15, 2010.
- 2. The committee shall meet promptly to develop its operating procedures and begin its work.
- 3. The committee may add resource persons for parts or all of its discussions, as necessary.
- 4. A draft new Copyright/Intellectual Property article for the Collective Agreement shall be developed by January 15, 2011.
- 5. The draft article shall then be presented at public consultations and the feedback received considered in making revisions to the article.
- 6. The proposed new article shall be submitted to the negotiating committees by March 31, 2011 for consideration under the Memorandum of Understanding Regarding the Limited Re-opening of the Collective Agreement for 2011-2012.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding the Creation of New Grids for Rank and Promotion**

Both parties agree that as part of the transition to a rank and promotion system at Mount Royal University, it is desirable to establish separate grids for each rank.

Therefore, both parties agree to the following principles in creating the new grids:

1. There shall be three separate grids for Lecturer/Assistant Professor, Associate Professor and Professor.
2. Credential shall not appear as a category in the grids.
3. Credentials shall be recognized through additional steps on the grids.
4. The Associate Professor grid shall support a career in the rank of Associate Professor.
5. There shall be no Long Service Increments on the grids. Long service shall continue to be recognized in the following manner:
  - 5.1 An amount of \$3,000 will be added to the employee's salary, and paid over 24 pay periods, after completion of 20 years of full-time service (not including periods of unpaid leave or those on Phased Retirement).
  - 5.2 A further amount of \$3,000 will be added to the employee's salary and paid over 24 pay periods after completion of 25 years of full-time service (not including periods of unpaid leave or those on Phased Retirement).
6. All employees shall be transferred to the new grids on their effective date of January 1, 2011.
7. Full-time and limited-term employees shall not receive a salary after transfer to the new grids that is less than they would have earned on the existing grid as of January 1, 2011.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

### **Regarding Anomalies related to the Transfer of Faculty From The Existing Grid (July 1, 2010) to the New Grid Effective January 1, 2011**

As agreed to in the Memorandum of Understanding Regarding Implementation and Transition Issues 2010-2012, both parties have reviewed the anomalies related to the transfer of faculty from the existing grid to the new grid, effective January 1, 2011. Both parties have agreed to the following:

1. No full-time or limited term faculty member employed as of August 15, 2010 shall receive less on the new grid effective January 1, 2011, than they would have received under the existing grid. This provision is applicable until November 30, 2016.
2. The data from the MRU Comparison Increment Progression dated July 2010 is accurate and shall be used to determine the number of anomalous transfers for each step and category for the period August 15, 2010 to July 1, 2017.
3. A Schedule of Payments for each affected step and category shall be created and appended to this Memorandum of Understanding.
4. All affected faculty shall be identified no later than September 24, 2010.
5. During the above noted period, a faculty member shall receive on November 30 of each year a lump sum payment for the difference between the new grid and the existing grid (as per the attached schedule of payments) provided the individual has not:
  - a. Acquired a new credential (e.g. become a doctoral candidate (ABD), acquired a Ph.D.)
  - b. Been promoted from Associate Professor to Professor.
  - c. Left the employment of the University
6. By October 1, 2010 all identified and affected faculty shall receive a letter from Human Resources detailing the nature of the anomaly related to the grid transfer and their respective payment schedule for the period 2010 to 2017.
7. This Memorandum of Understanding and the Schedule of Payments shall be reviewed during collective bargaining and updated.
8. Faculty who during the academic year 1-July-2010 to 30-June-2011 are at the following grid steps will be paid a lump sum payment on 30-November of each year as per the following schedule:

Payment Schedule						
<u>Grid Step</u>	<u>30-Nov-2011</u>	<u>30-Nov-2012</u>	<u>30-Nov-2013</u>	<u>30-Nov-2014</u>	<u>30-Nov-2015</u>	<u>30-Nov-2016</u>
A10			\$1,156	\$1,360	\$1,148	
C3			\$122	\$174	\$144	\$27
C4		\$122	\$174	\$144	\$27	
C5	\$122	\$174	\$144	\$27		
C10		\$434	\$2,459	\$2,732	\$2,526	
C11	\$434	\$2,459	\$2,732	\$2,526		
D7						\$1,306
D8					\$1,306	\$1,545
D9				\$1,306	\$1,545	\$1,293
D10			\$1,306	\$1,545	\$1,293	
D11		\$1,306	\$1,545	\$1,293		
D12	\$1,306	\$1,545	\$1,293			
E1		\$99	\$281	\$380	\$396	\$330
E2	\$99	\$281	\$380	\$396	\$330	\$178
E9			\$17	\$1,988	\$2,256	\$2,016
E10		\$17	\$1,988	\$2,256	\$2,016	
E11	\$17	\$1,988	\$2,256	\$2,016		

9. Upon the expiration of this Memorandum of Understanding, the transfer to the new grid and schedule of annual anomaly payments shall be considered closed and final.

\_\_\_\_\_  
 Brian Fleming  
 Board of Governor's  
 Negotiating Committee

\_\_\_\_\_  
 Lee Easton  
 Mount Royal Faculty Association's  
 Negotiating Committee

\_\_\_\_\_  
 Date

## MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

### Regarding Initial Placement of Existing Full-time and Limited-term Faculty on the New Grids

The parties agree that the following process shall govern the initial placement of existing full-time and limited-term faculty on the new ranked grids.

1. a) Employees whose anniversary date is July 1 and who are eligible for an increment shall move to the next higher step on the existing grid, up to the maximum number of steps, on July 1, 2010.  
b) Employees whose anniversary date is January 1 and are eligible for an increment shall move to the next higher step on the existing grid on January 1, 2011.
2. Employees who do not move to a higher step or to an LSI step effective July 1, 2010, shall receive a lump sum payment of \$500 on July 15, 2010.
3. All employees shall be recorded at their current rank, category and step placement on the existing grid, as of January 1, 2011.
4. The category (ABC, D, E) shall be used to determine the maximum grid step attainable on the new grids, as described in Article 13.2.3:
  - a. Credential Level I = Category A, B, C on the existing grid
  - b. Credential Level II = Category D on the existing grid
  - c. Credential Level III = Category E on the existing grid
5. All employees shall be transferred to the new grids effective January 1, 2011. In the case of those employees in point 1 b) above, this shall immediately follow the move to the next higher step on the existing grid. Employees at the rank of Lecturer or Assistant Professor shall be placed on the Lecturer/Assistant Professor grid. Employees at the rank of Associate Professor shall be placed on the Associate Professor grid.
6. The "placement annual salary" that shall be used to place employees on the new grid is:
  - a) the annual salary, as determined by point 3, for employees whose placement on the existing grid is Step 15 or less; or
  - b) the Step 15 annual salary in the employee's category on the existing grid for employees whose placement is 20 Year LSI or 25 Year LSI.
7. Employees shall be placed on the nearest step of the Lecturer/Assistant Professor or Associate Professor grid with salary greater than or equal to the placement annual salary, as determined in point 6, with the following exceptions:
  - a) Employees at the rank of Lecturer or Assistant Professor whose placement annual salary is greater than their maximum attainable on the Lecturer/Assistant Professor grid shall be placed on the Associate Professor grid and shall be awarded annual increments until the nearest step on the new grid with salary greater than or equal to the Step 15 salary in the employee's category on the existing grid is reached.

These employees shall receive a letter from Human Resources detailing what their annual salary will be for all years until their expected date of being granted tenure and promotion to the rank of Associate Professor.

- b) Employees at the rank of Associate Professor whose placement annual salary is less than or equal to \$74,250 shall be placed on the Lecturer/Assistant Professor grid and shall remain there until annual or credential increments move them to Step 1 of the Associate Professor grid.

These employees shall receive a letter from Human Resources detailing what their annual salary will be for all years until they reach Step 1 of the Associate Professor grid.

- 8. Employees whose current step as of December 31, 2010, on the existing grid is 20 Year LSI or 25 Year LSI shall receive the Long Service Amount stipulated in Article 13.2.7, effective January 1, 2011.
- 9. One-half of the difference between an employee's annual salary as of January 1, 2011 on the new grid and his/her placement annual salary, as determined in point 6, will be referred to as the "conversion increment".
- 10. With reference to Article 8.4.2, effective January 1, 2011, the employee's salary shall be based on what his or her placement would have been on the new grid in Article 13.2 had the grids been effective July 1, 2010.
- 11. All full-time and limited-term employees whose conversion increment as defined above is less than \$1,260 shall receive on December 15, 2010, a one-time payment equal to the difference between \$1,260 and their conversion increment.
- 12. Employees who are commencing phased retirement or commencing half-time tenure effective August 15, 2010 shall be eligible for the conversion increment outlined in point 9 and the lump sum payment in point 2.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Leaves from the University**

The Parties agree to the following:

1. Tenurable employees appointed between July 1, 2009 and August 31, 2009, inclusive, who were granted one year of credit towards the probationary period in Tenure System II for a year of term-certain experience shall be eligible to apply for a professional leave as set out in Article 17.6.2.
2. There is a need to further study the types of leaves offered, the utilization of leaves and the adequacy of the leaves provided.

Accordingly, both parties agree to establish a sub-committee to:

- Review leave provisions and utilization at Mount Royal over the past four years.
  - Review planned leave programs at other similar institutions.
  - Develop a report related to planned leave programs with a particular focus on how to deal with the anticipated growth of demand.
  - Assess the necessary resources required to implement a planned leave program.
3. The sub-committee shall consist of four representatives, two appointed by the Board of Governors and two tenured faculty appointed by the Association, and shall commence work by October 1, 2010.
  4. The report of the committee shall be submitted to both parties by January 31, 2012 for consideration in the next round of contract negotiations.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding the Limited Re-opening of the Collective Agreement for 2011-2012**

Both parties agree that there will be a need to review non-monetary items of continuing interest. Therefore, the parties agree that:

1. Notwithstanding Article 3.1 of the current collective agreement that fixes the term of the agreement for two years, the parties shall meet in February 2011 to review and negotiate changes to the following non-monetary items:
  - a. Articles 9 and 10
  - b. Article 10.9 – Appeal of Denial of Tenure or Permanency
  - c. Article 11.6 – Appeal of Denial of Promotion
  - d. Articles 4.7, 4.8 and 4.9
  - e. The proposed new Copyright Article submitted by the joint committee struck under the Memorandum of Understanding Regarding Article 19 - Copyright
  - f. Laboratory Instructor and Senior Laboratory Instructor evaluation processes recommended as outlined in the Memorandum of Understanding Regarding Full-time and Limited-term Laboratory Instructors
  - g. Market Supplements
  - h. Other non-monetary items as mutually agreed upon by the two parties.
2. The parties will receive and review the recommendations from the Part-Time Faculty Taskforce and make any changes to the relevant non-monetary articles related to part-time faculty deemed necessary.
3. The parties will receive and review the recommendations of the Joint Committee for Review and Interpretation of the Collective Agreement.
4. Complete the review of the items identified by the Editing Sub-Committee including the use of the following terms: “employee,” “full-time,” “member,” “Vice-President, Student Affairs and Campus Life” and “University Librarian.”
5. Negotiations will resume as outlined in Article 21.2.1, but written notice of intention to revise the agreement shall be deemed to have been provided through this Memorandum of Understanding.
6. The remainder of Article 21.2 shall pertain with exception of 21.2.2, 21.2.3, 21.2.4 and 21.2.5.2.
7. The remaining clauses and items in Article 21 shall pertain to the items subject to negotiations.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

\_\_\_\_\_  
Date

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

### **Regarding Full-time and Limited-term Laboratory Instructors**

1. Both parties agree that the two employees hired in the Department of Chemical and Biological Sciences under the Memorandum of Understanding Regarding Full-time Laboratory Instructor Pilot Project in the July 1, 2008 – June 30, 2010 Collective Agreement are eligible for a permanent appointment with a probationary period under the following abbreviated version of the appointment procedures outlined in Article 6.4:
  - a. The academic unit shall develop the duties and responsibilities of the position, determine the level as Laboratory Instructor or Senior Laboratory Instructor, and develop the selection criteria, as stated in Article 6.4.3.
  - b. The Laboratory Instructor Standing Committee shall use the selection criteria to assess the employee and formulate a recommendation as specified in Article 6.4.6.
  - c. Articles 6.4.7 to 6.4.9 shall be completed.
  - d. With reference to Article 6.8.2, one year of appointment under the Full-time Laboratory Instructor Pilot Project may be credited towards the probationary period.
2. Both parties agree that a committee shall be struck to develop the evaluation forms and processes for full-time and limited-term laboratory instructors.
  - a. The composition of the committee shall be:
    - one representative of the Department of Chemical and Biological Sciences;
    - one representative from at least two other departments, with the departments being chosen by the Chairs' Assembly;
    - a member appointed by the Mount Royal Faculty Association;
    - two Deans or Associate Deans appointed by the Provost and Vice-President, Academic.
  - b. The first meeting shall be held no later than September 15, 2010. The committee shall elect a chair and determine its operating procedures.
  - c. Administrative support will be provided by the Office of the Provost and Vice-President, Academic.
  - d. The expected activities include consulting with academic units that are interested in full-time laboratory instructor positions and with groups such as Deans' Council, the Chairs' Assembly and the University Tenure and Promotion Committee.
  - e. The committee shall prepare recommendations on the following matters and any others it deems pertinent:
    - an Annual Report form specific to laboratory instructors;
    - an annual evaluation form to be used in Article 6.7.2.5;
    - a survey form to be used in Articles 6.7.2.4 and 6.10.2;
    - processes for conducting annual evaluations, permanency recommendations and performance reviews as outlined in Articles 6.7, 6.8 and 6.10 that are appropriate for full-time laboratory instructor positions and are congruent with the processes in Article 10 and Article 12 for tenurable and tenured employees;

- the mechanism by which a Laboratory Instructor could be appointed as a Senior Laboratory Instructor, whether any years could be credited towards the probationary period, and what the range of permanency recommendations would be in such a case.
- f. The committee shall submit these recommendations to the negotiating committees no later than February 15, 2011 for consideration under the MOU Regarding the Limited Re-opening of the Collective Agreement for 2011-2012.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Performance Review of Faculty and Other Transition Issues**

**A. Performance Review of Faculty**

1. Faculty Councils will elect a Faculty Review Committee as described in Article 12 no later than March, 2011.

**B. Other Transition Issues**

1. During the term of this agreement, any changes implemented based on the report of the Credit Accounting Committee of Academic Council shall neither be used as a vehicle for the determination of the number of SICH required for an instructional load outlined in Article 14.1 nor increase existing instructional load.

\_\_\_\_\_  
Brian Fleming  
Board of Governor's  
Negotiating Committee

\_\_\_\_\_  
Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Funding for Part-time Opportunities for Service**

As a pilot project, the University shall commit over the life of the agreement, \$10,000 per academic year to the MRFA to support part-time faculty who participate in non-instructional activities. The funding shall be administered by the MRFA Executive Board, which shall devise the specific criteria and process for the administration of the funds.

The funds are intended to support participation in the following activities which include but may not be restricted to:

- Academic unit and/or discipline-specific planning meetings and task forces
- Participation in Faculty and institutional governance;
- Selection committees;
- Development and application of academic policies;
- Revision of academic programs;
- MRFA-Board Joint Committees

At the conclusion of the pilot project, the Mount Royal Faculty Association will produce a report and submit it to the Provost and Vice-President, Academic and to the President of the MRFA.

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Evaluation of Tenurable and Limited-Term Faculty in Year One of Tenure System II**

Given that the work on processes for Tenure System II is underway, faculty need an interim system of evaluation for purposes of tenure.

Both parties agree that:

1. Tenurable and limited-term employees in Tenure System II shall be evaluated in their first and second probationary year(s) using the annual report stipulated in Article 12.1.1 and the activities listed in the Addendum on Teaching, Scholarship and Service.
2. The Tenure and Promotion Committees shall also use the processes in the Tenure Committee Brochure dated September 2009 (or their replacements approved by UTPC) including:
  - a. the Student Evaluation of Instruction administered in accordance with POL 930-4;
  - b. Peer Evaluation Form (FTC 105);
  - c. The Chair/Supervisor and Tenured Faculty Annual Evaluation [FTC Form 103];
  - d. The Annual Evaluation for Academic Areas, Counselling, Library [FTC Form 103].

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Brian Fleming  
Board of Governor's  
Negotiating Committee

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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

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