

**IN THE MATTER OF A MEDIATION OF THE COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE MOUNT ROYAL FACULTY ASSOCIATION  
(THE "ASSOCIATION")**

**AND**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
(THE "UNIVERSITY")**

**MEDIATOR'S REPORT OF LYLE KANEE, Q.C.**

**FEBRUARY 11, 2022**

## MEDIATOR'S REPORT OF LYLE KANEE, Q.C.

### INTRODUCTION

[1] The Collective Agreement governing these parties has a term expiring June 30, 2020. The parties began negotiating a renewal agreement in January 2020. In accordance with Article 21.1 of the Collective Agreement, they engaged in interest-focused discussions and achieved agreement on fifty items (the "Agreed Items"). The list of Agreed Items is attached as "**Appendix A**". However, a few important issues remained outstanding and on December 16, 2021, an application was made for formal mediation pursuant to s.65(1) of the Alberta *Labour Relations Code* (the "*Code*"). I was appointed formal mediator on December 21, 2021. I met with the bargaining committees for two days of mediation on January 24 and 25, 2022 and continued to dialogue with the committee chairs. A final meeting of the committees occurred on February 8, 2022.

[2] Throughout these negotiations, the two committees have worked diligently, cooperatively and creatively. Much has been achieved through their efforts. To assist the parties in reaching a full and final resolution of the few remaining outstanding issues, I have exercised my authority under s.65(6) of the *Code* and prepared my own recommendations for a final resolution for consideration by the parties.

[3] My recommendations are not an evaluation of the parties' positions. I am not appointed as an interest arbitrator who assesses the parties' positions against various legislated factors and issues a decision. My task is to listen carefully to the interests of the parties as articulated in their discussions and the positions they have tabled and to offer recommendations that reflect a compromise that has a reasonable chance of acceptance by both sides.

### RECOMMENDATIONS

#### A. Benefits

Currently, employees' contribute 50% of the total cost of dental benefits and 25% of the total costs of extended health care benefits. In these negotiations, the Association sought to decrease the employees' contributions to levels at comparable institutions. I recommend

that the employees' contributions be reduced to 20% of total cost for both dental and extended health care benefits effective as soon as practicable following ratification.

**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 20% of the total cost of the dental premium and 20% 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.**

**16.8.5 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 Employees as follows:**

**16.8.5.1 The total contribution of an individual member shall not exceed 20% of the total cost of the dental premium and shall not exceed 20% of the total cost of the extended health care premium.**

## **B. Contract Employees' Grid**

The parties agree that the compensation grid for contract employees in the Collective Agreement is unnecessarily and uniquely complex but offer different solutions to reconstruct the grid. I recommend that the grid be amended effective May 1, 2022 as provided for in **"Appendix B"**

## **C. Workload and Appointment Categories**

The parties initiated discussions on the important topics of workload and the appointment categories including Senior Lecturer and the tenurable TS role. These are topics that require more discussion and analysis and I recommend that the parties establish a facilitated task force to review these topics during the term of the Collective Agreement.

## MEMORANDUM OF UNDERSTANDING

between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board")

and

THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")

### Regarding a Taskforce to review Full-time Faculty Workload and Appointment Categories

During bargaining, the parties have discussed a broad range of issues related to full-time faculty workload. These have included workload volume, workload distribution across areas of faculty responsibility (i.e., teaching, service, and scholarship), workload distribution across employees, workload measures, and support for research and scholarship. The Association has also raised the appointment categories of Senior Lecturer and the tenurable TS role.

In order to further discussions, the parties commit to striking a taskforce to explore and review these items.

The review will consider the broad parameters guiding full-time faculty workload, in relation to the way they are currently articulated in the Collective Agreement. Aspects to be examined that have potential to affect faculty workload include, but are not limited to:

- The way workload is determined and assigned (consultation between the Chair and the Employees in the Academic Unit, following consultation with the Dean);
- The way workload is measured (assigned SICH, registrants, the Department Average); and
- The way workload can be modified (reassigned time, workload averaging, exceptions approved by the Employee and the Dean, modification to the Department Average, workload appeal).

With respect to the categories of Senior Lecturer and the tenurable TS role, the taskforce shall focus on how these roles are currently differentiated and the pathway to each role.

The taskforce shall comprise six (6) members, three (3) appointed by the Association and three (3) appointed by the Board. The Association and the Board shall each name one (1) alternate to the taskforce. The Board shall provide funding for reassigned time equivalent to 144 SICH for the three (3) members appointed by the Association.

The work of the taskforce shall be supported by a facilitator, selected by mutual agreement of the members of the taskforce. The Board will provide for the cost of the facilitator.

Through this work, the taskforce will create a report which may provide recommendations, including potential changes to the Collective Agreement to be considered in the next round of bargaining, on ways to address the matters identified in this Memorandum of Understanding. The report shall be submitted to the Provost and Vice-President Academic, and the President of the Association, no later than January 15, 2024.

#### **D. Term**

I recommend a term of four years.

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

**3.1 This Agreement shall remain in full force and effect until 30 June 2024 and thereafter shall continue in full force and effect from year to year unless amended or terminated by either Party as hereinafter provided.**

#### **E. Salary Increases**

I recommend the following increases to all salary grids, long-service increments, Chair Stipends, and Associate Deans' & Academic Directors' Stipends during the term of the collective agreement:

**Effective July 1, 2020 Salary Schedules/Grids shall be increased by Zero percent (0%).**

**Effective July 1, 2021 Salary Schedules/Grids shall be increased by Zero percent (0%)**

**Effective April 1, 2023 Salary Schedules/Grids Agreements shall be increased by one point two-five percent (1.25%).**

**Effective December 1, 2023 Salary Schedules/Grids in all of Subsidiary Agreements shall be increased by one point five percent (1.5%) plus an additional point five percent (.5%) subject to the following Gain Sharing Formula:**

### Gain Sharing Formula

- Effective February 29, 2024, an increase of 0.5% will be applied, retroactive to each Employee's prior December 1 salary, subject to Gain Sharing conditions to be determined by the Government of Alberta.

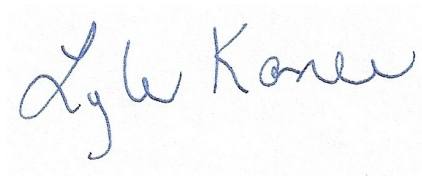
### Gain Sharing

- Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.
- "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta's Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024

[4] Except as set out above or in **Appendix A** (which forms part of my recommendations), I recommend "current agreement".

[5] In accordance with s.65(6) of the *Code*, the parties shall have until February 22, 2022 to accept or reject these recommendations.

Respectfully submitted,



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Lyle S. R. Kanee, Q.C.

## APPENDIX "A" – AGREED ITEMS

### Compensation and Benefits

- Green Sheet 23 – Signed 2021-05-19 – Article 16.8.1.6.
  - The parties agreed to add a clause that clarifies that Contract Employees who have an absence in their employment related to the birth or adoption of a child, do not need to requalify for health benefits, but instead may continue their eligibility from prior to the absence.

### Clarity and Consistency of the Agreement

- Green Sheet 10 – Signed 2020-11-20 – Article 17.2.6.
  - The parties agreed to modify the clause to provide clarity that the Board may relieve an Employee from all of their job responsibilities, and not just teaching activities.
- Green Sheet 11 – Signed 2020-11-20 – Article 17.7.2.
  - The parties agreed to modify the clause to ensure that there is consistent numbering throughout the article and to remove the requirement for internal or external peer evaluations in the sabbatical application process.
- Green Sheet 12 – Signed 2020-11-20 – Article 4.14.6.
  - The parties agreed to modify the clause to remove the requirement that reappointments, within the redundancy provisions, do not require approval from the University Tenure and Promotion Committee.
- Green Sheet 13 – Signed 2020-11-20 – Article 28.4.1.
  - The parties agreed to modify the clause to provide clarity that the number of required student evaluations of instruction may be increased by the Employee or decreased by the Employee's Dean.
- Green Sheet 14 – Signed 2021-01-26 – Article 28.5.1.
  - The parties agreed to modify the clause to provide clarity that the number of required peer evaluations may be increased by the Employee or decreased by the Employee's Dean.
- Green Sheet 15 – Signed 2021-02-26 – Article 1.15.
  - The parties agreed to modify the clause to clarify that an Employee can only be cross-appointed between two Academic Units.
- Green Sheet 16 – Signed 2021-02-03 – Article 4.6.1.
  - The parties agreed to modify the clause to allow for an Employee's cross-appointment to be for an indefinite amount of time.
- Green Sheet 17 – Signed 2021-02-03 – Article 5.
  - The parties agreed to modify the article to allow Senior Lecturers to be cross-appointed and to elements of clarification.
- Green Sheet 18 – Signed 2021-02-03 – Articles 6.13 to 6.25.
  - The parties agreed to modify the clauses to allow Senior Lecturers to be cross-appointed and to elements of clarification.
- Green Sheet 19 – Signed 2021-02-03 – Article 28.
  - The parties agreed to modify clauses to provide guidance regarding the evaluations of Senior Lecturers.

- Green Sheet 20 – Signed 2021-02-27 – Article 14.15.
  - The parties agreed to modify the clause to provide a definitive date by which the Association must report to the Board related to funding for Contract Opportunities for Service.
- Green Sheet 21 – Signed 2021-02-27 – Article 19.12.16.1.
  - The parties agreed to modify the clause to provide clarity that the Board shall report annually the distribution of funds related to patents and related intellectual property if necessary.

#### Workload

- Green Sheet 6 – Signed 2020-10-29 – Article 14.6
  - The parties agreed to modify the clause to clarify how the Department Average is calculated.
- Green Sheet 7 – Signed 2020-10-29 – Article 14.4.3
  - The parties agreed to delete the clause, as it had become redundant as a result of Green Sheet 6.
- Green Sheet 8 – Signed 2020-10-29 – Article 14.5.4
  - The parties agreed to delete the clause, as it had become redundant as a result of Green Sheet 6.
- Green Sheet 9 – Signed 2020-11-13 – Article 10.3.7
  - The parties agreed to modify the clause, adding eligibility for years credited towards the probationary period based upon full-time academic staff appointment external to MRU.
- Green Sheet 48 & 49 – Signed 2022-02-11 – Articles 4.7-4.8 and Article 14.14.
  - The parties agreed to make changes to the sessional appointment and reappointment process, including clarity related to appointment eligibility and the course allocation process, the role of seniority, and maximum instructional loads.

#### Employment Equity & Workplace Environment

- Green Sheet 1 – Signed 2020-05-21 – Article 17.2.8
  - The parties agreed to modify the clause to clarify that Employees have access to medical leaves as the result of domestic violence or sexual violence, as well as other situations not contained within the list.
- Green Sheet 2 – Signed 2020-05-21 – Article 22.3.1
  - The parties agreed to modify the clause to remove the word “proper” as it is not used within the *Occupational Health and Safety Act* and cannot be operationalized.
- Green Sheet 3 – Signed 2020-09-03 – Article 22.1.1
  - The parties agreed to add clarification to the clause, expanding the proactive language regarding “employment” and to add “accent” as a protected area within the collective agreement.
- Green Sheet 4 – Signed 2020-10-04 – Article 24.4
  - The parties agreed to modify the clause, adding a requirement that Employees participate in broad-based diversity, equity and inclusion training, and that



committee members participate in specific training related to diversity, equity and inclusion.

- Green Sheet 5 – Signed 2020-10-04 – Articles 4.18, 6.2.5, 6.14.3.5, 9.1.10, 9.2.12, 9.3.6, and 27.1.7.
  - The parties agreed to add specific references within the collective agreement related to which committees shall receive the specific training outlined in Green Sheet 4.
- Green Sheet 43 – Signed 2022-01-17 – Article 24.3
  - The parties agreed to modify the clause providing clarity regarding the parameters for the Joint Committee.

### Indigenization

- Green Sheet 24 – Signed 2021-05-21 – Article 13.1.4.
  - The parties agreed to modify the clause to provide clarity that Indigenous Knowledge can be considered in the credential placement parameters of Full-time Employees.
- Green Sheet 25 – Signed 2021-05-21 – Article 13.3.2
  - The parties agreed to modify the clause to provide clarity that Indigenous Knowledge can be considered in the credential placement parameters of Contract Employees.
- Green Sheet 26 – Signed 2021-05-21 – Article 15.6
  - The parties agreed to modify the clause to allow the MRU President to declare an additional holiday day that is in alignment with an established Canadian Indigenous holiday.
- Green Sheet 27 – Signed 2021-05-21 – Article 29
  - The parties agreed to add a new article entitled “Indigenization” that recognizes the parties’ commitment to Indigenization in all aspects of recruitment, hiring, reappointment, and promotion, while allowing that mandatory training related to Indigenization take place in addition to other mandatory training.

### Department Chairs

*No agreements were reached related to this issue.*

### Job Security

- Green Sheet 35 – Signed 2021-11-02 – MOU re. Financial Emergencies.
  - The parties agreed to transition the memorandum of understanding to an article within the collective agreement.

### Tenure & Promotion

- Green Sheet 41 – Signed 2022-01-17 – Article 4.3.
  - The parties agreed to modify the clause, adding eligibility for years credited towards the probationary period to be granted during the hiring process.
- Green Sheet 42 – Signed 2022-01-17 – Article 10.3.7.

- The parties agreed to modify the clause, adding eligibility for years credited towards the probationary period to be granted during the hiring process.

#### Faculty Development Funding

- Green Sheet 22 – Signed 2021-04-30 – Article 18.1.
  - The parties agreed to modify the clause to clarify that the division of the Professional Development funds is based upon Faculty.
- Green Sheet 34 – Signed 2021-11-02 – Guidelines of the Faculty Development Fund.
  - The parties agreed to modify the document to improve consistency of application of eligibility criteria across Faculties and to remove the reporting requirements.

#### MOUs, Editorial and Housekeeping

- Green Sheet 28 – Signed 2021-11-02 – MOU re. Joint Committee for the Review and Interpretation of the Agreement.
  - The parties agreed to transition the memorandum of understanding to an article within the collective agreement.
- Green Sheet 29 – Signed 2021-11-02 – MOU re. the Potential Transition to New Software for the Faculty Annual Report.
  - The parties agreed to modify the memorandum of understanding to provide clarity now that the software has been implemented.
- Green Sheet 30 – Signed 2021-11-02 – MOU re. Application of the Collective Agreement to Employees Working in Student Counselling.
  - The parties agreed to modify the memorandum of understanding to provide clarity regarding reporting requirements.
- Green Sheet 31 – Signed 2021-11-02 – MOU re. the Creation and Phasing-in of Senior Lecturers.
  - The parties agreed to modify the memorandum of understanding to provide clarity now that creation and phasing-in of Senior Lecturers is underway.
- Green Sheet 32 – Signed 2021-11-02 – MOU re. Items Referred to the Joint Committee for Interpretation of the Collective Agreement.
  - The parties agreed to delete this memorandum of understanding.
- Green Sheet 33 – Signed 2021-11-02 – MOU located on page 139.
  - The parties agreed to delete this memorandum of understanding.
- Green Sheet 36 – Signed 2021-11-02 – Article 17.7.
  - The parties agreed to modify the minimum available sabbaticals each year.
- Green Sheet 37 – Signed 2021-11-02 – MOU re. Sabbatical Leaves.
  - The parties agreed to delete this memorandum of understanding.
- Green Sheet 38 – Signed 2022-01-17 – Article 17.
  - The parties agreed to delete clauses that are no longer applicable.
- Green Sheet 39 – Signed 2022-01-17 – Article 27.6.
  - The parties agreed to delete clauses that are no longer applicable.
- Green Sheet 40 – Signed 2022-01-17 – MOU re. Contracting Out of Teaching and Related Activities in the Department of Education.

- The parties agreed to create a memorandum of understanding to address this issue.
- Green Sheet 44 and 45– Signed 2022-02-10 – Articles 16.1 and 17.2.
  - The parties agreed to amend the language regarding benefits plans administration and short-term disability provisions.
- Green Sheets 46 & 47 – Signed 2022-02-11 – Article 22.2 and MOU re. Re-evaluation of Ongoing Accommodation of Disabled Academic Staff.
  - The parties agreed to create new clauses in the agreement regarding the duty to accommodate and the process for accommodation requests. As a result of these changes the parties also agreed to delete the MOU Re-evaluation of Ongoing Accommodation of Disabled Academic Staff.
- Green Sheet 50 – To be Signed – Various Articles.
  - The parties agreed to amend various articles to address typographical, formatting, and cross-referencing errors.
- Green Sheet 51 – Signed 2022-02-11 – MOU re. the Transition to a Biweekly System of Pay.
  - The parties agreed to sign MOU outlining a joint committee to support the process for transitioning to a biweekly system of pay.
- Green Sheet 52 – To be Signed – MOU re. Article 24 - Diversity and Equity.
  - The parties agreed to amend this MOU to reflect progress made and outstanding commitments related to implementing required action deriving from the Pay Equity Review.
- Green Sheet 53 – To be Signed – Appendix B.
  - The parties agreed to make minor changes to appendix B that reflect the implementation of the Faculty-180 annual reporting system.

ESA

- Accepted 2021-06-24.

**APPENDIX "B" - SIMPLIFIED CONTRACT GRID**

Type	Step	Old Rates					New Rates, Effective May 1, 2022		
		A	B	C	D	E	I	II	III
Lecturer	1	113.95	117.36	120.91	124.50	128.28	114.72	121.73	129.15
	2	118.54	122.08	125.73	129.50	133.39	119.34	126.58	134.29
	3	123.30	126.95	130.77	134.68	138.74	124.13	131.66	139.68
	4	128.22	132.05	136.00	140.07	144.30	129.09	136.92	145.28
	5	133.37	137.33	141.44	145.65	150.07	134.27	142.40	151.09
	6	138.70	142.81	147.11	151.49	156.07	139.64	148.11	157.13
Librarian	1	38.91	40.08	41.30	42.55	43.79	39.17	41.58	44.09
	2	40.47	41.68	42.95	44.25	45.56	40.74	43.24	45.87
	3	42.09	43.36	44.65	46.01	47.37	42.37	44.95	47.69
	4	43.77	45.09	46.44	47.84	49.28	44.07	46.75	49.61
	5	45.53	46.92	48.29	49.78	51.24	45.84	48.62	51.59
	6	47.33	48.79	50.24	51.74	53.30	47.65	50.58	53.66
Counselor and Clinical Instructor	1	64.88	66.84	68.83	70.89	73.03	65.32	69.30	73.52
	2	67.47	69.50	71.58	73.73	75.95	67.93	72.06	76.46
	3	70.18	72.26	74.43	76.68	78.98	70.66	74.93	79.51
	4	72.99	75.16	77.41	79.75	82.15	73.48	77.93	82.71
	5	75.92	78.18	80.52	82.94	85.43	76.43	81.07	86.01
	6	78.95	81.29	83.73	86.26	88.85	79.48	84.30	89.45
Laboratory	1	50.93	52.46	54.02	55.65	57.29	51.27	54.39	57.68
	2	52.96	54.56	56.18	57.88	59.58	53.32	56.56	59.98
	3	55.07	56.75	58.44	60.20	61.98	55.44	58.84	62.40
	4	57.28	59.03	60.79	62.61	64.45	57.67	61.20	64.89
	5	59.58	61.39	63.21	65.13	67.05	59.98	63.64	67.50
	6	61.97	63.83	65.75	67.73	69.73	62.39	66.20	70.20
<u>Current 13.3.2 Credential Placement</u>									
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 or Juris Doctor.
	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.
<u>Proposed New Credential Structure</u>	
	I - A first Baccalaureate [no change]
	II - A Master's degree or Juris Doctor or Two degrees, e.g., B.A. plus B.Ed., or one degree plus one year's credit towards a Master's degree [B + C combined]
	III - A Doctoral degree or Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis. [D + E combined]