



## **COLLECTIVE AGREEMENT**

**between**

**The Mount Royal Faculty Association**

**and**

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

July 1, 2016 – June 30, 2018

This AGREEMENT made this 16th day of September 2016

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 Director:** a seconded, Full-time Employee whose regular workload includes administrative duties in support of an Institute, School or Centre, and who reports to a Dean.
- 1.2 **Academic Leaders:** the University President, the University Provost and Vice President, Academic, the University Associate Vice President, Teaching and Learning, the University Associate Vice President Office of Research, Scholarship and Community Engagement, and all Deans.
- 1.3 **Academic Unit:** Employees included under the terms of the Agreement in departments, programs, the Library, Student Counselling Services or the Academic Development Centre.
- 1.4 **Academic Year:** July 1 to June 30.
- 1.5 **Agreement:** current Collective Agreement between the Board and the Association, unless otherwise specified.
- 1.6 **Assistant to the Chair:** An Employee of the Academic Unit who is assigned specific duties of the Chair by consultation among the Chair, the Assistant to the Chair and Employees of the Academic Unit, following consultation with the Dean.
- 1.7 **Associate Dean:** a seconded Tenured Employee whose regular workload includes administrative duties in support of the Dean of a Faculty, and who reports to a Dean.
- 1.8 **Association:** the Mount Royal Faculty Association.
- 1.9 **Board:** the Board of Governors of Mount Royal University or designate.
- 1.10 **Chair:** a Tenured Employee whose regular workload includes administrative duties, to whom all Employees in an Academic Unit report, and who reports to a Dean.
- 1.11 **Conditional Tenurable Employee:** an Employee whose employment is conditional pursuant to Article 4.2.4.
- 1.12 **Contract Employee:** an Employee employed by the Board pursuant to Article 4.7, 4.8, 4.10 or 4.11.
- 1.13 **Counsellor:** an Employee performing the duties of a professional counsellor.
- 1.14 **Cross-appointed Employee:** an Employee who is appointed in different Academic Units, referred to as the home Academic Unit and the cross Academic Unit(s).
- 1.15 **Day:** days excluding Saturdays, Sundays, days designated as holidays under Article 15.6 and all days otherwise designated as University holidays by the Board.
- 1.16 **Dean:** the dean or equivalent administrator.
- 1.17 **Dependent Child(ren):** child(ren) and/or Spouse's child(ren) who is not married or in any other formal union recognized by law, and is under age 21; or is under the age of 26, a full-time student attending a recognized educational institution and who is entirely financially dependent.
- 1.18 **Educational Developer:** an Employee performing the professional duties related to Employee development regarding the enhancement of teaching, the design of curriculum, and the integration of learning technologies.

- 1.19 **Employee:** all Association members including: full-time Employees, limited-term Employees, Contract Employees teaching credit courses; chairs; counsellors; educational developers; librarians; laboratory instructors; and those persons from time to time designated "academic staff members" by the Board.
- 1.20 **Employee with Academic Rank:** an Employee appointed as assistant professor, associate professor or professor pursuant to Article 4.2
- 1.21 **Faculty:** a collection of Academic Units administered by a Dean.
- 1.22 **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.
- 1.23 **Half-time Tenured Employee:** an Employee who has been granted special half-time employment status pursuant to Article 7.
- 1.24 **Immediate Family:** Spouse, parent, guardian, grandparent, grandchild, child, foster child, step-child, or sibling of an Employee and those with similar relationships with the Employee's Spouse.
- 1.25 **Instructor:** an Employee teaching credit courses and performing related duties.
- 1.26 **Intersessional Period:** that period of the calendar year not ordinarily devoted to student contact and exclusive of vacation periods.
- 1.27 **Item:** has the meaning ascribed to it in Articles 21.4.5.4.1 and 21.4.5.4.2.
- 1.28 **Laboratory Instructor:** an Employee teaching credit laboratories and performing related duties.
- 1.29 **Lecturer:** a Contract Employee who teaches credit lectures, tutorials, practica, studios, field work or work terms.
- 1.30 **Librarian:** an Employee performing the duties of a professional librarian.
- 1.31 **Limited-term Employee:** an Employee hired under Article 4.4 or for a limited-term under Article 6.
- 1.32 **Postdoctoral Fellow:** an individual holding an employment contract as a postdoctoral fellow at the University.
- 1.33 **Related Clauses:** has the meaning ascribed to it in Article 21.4.5.4.3.
- 1.34 **Seconded Employee:** an Employee who has been appointed to work outside of the Employee's home Academic Unit and who has a restricted role inside the home Academic Unit.
- 1.35 **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.
- 1.36 **Scholarship:** activities related to one or more of research, scholarly or artistic work which occurs through discovery, integration, teaching and learning, or application of knowledge and is disseminated through peer-reviewed processes.
- 1.37 **Service:** activities in support of academic processes at the Academic Unit, Faculty and University level, and activities in support of community or discipline advancement.
- 1.38 **Sessional Appointment:** a contract appointment under Article 4.7 or 4.8 that is neither a continuing nor a fixed-term appointment.

- 1.39 **Spouse:** an individual to whom the Employee is married or with whom the Employee has been cohabitating for a period of not less than three (3) years if there are no children of that union or for a period of not less than one (1) year if there are children of that union.
- 1.40 **Teaching:** all activities directed towards student learning for which students are able to earn academic credit.
- 1.41 **Tenable Employee:** an Employee eligible for tenure pursuant to Article 10.
- 1.42 **Tenured Employee:** an Employee who has achieved tenure pursuant to Article 10.
- 1.43 **University:** Mount Royal University.

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

The terms and conditions of this 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.
- 2.1.1 The President, Vice-Presidents, Deans, and others employed in a managerial capacity or in a confidential capacity in matters relating to labour relations may teach but shall be excluded from the Agreement.
- 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 The Association agrees to respect the confidentiality of and protect the private information provided to it by the Board.
- 2.4 Employees 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.
- 2.5 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 the initial date of appointment.

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

- 3.1 This Agreement shall remain in full force and effect until 30 June 2018 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 Contract appointment, including sessional, continuing, or fixed-term appointment.
- 4.1.2 Conditional Tenurable, Laboratory Instructor, Limited-term, and Contract 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 – 4.6: Appointments with Academic Rank**

##### **4.2 Appointment to Academic Rank**

- 4.2.1 All appointments, excluding Laboratory Instructor and contract appointments, shall be made to one of the following ranks: Assistant Professor, Associate Professor or Professor.
- 4.2.2 Tenurable appointments shall normally be offered at the rank of Assistant Professor. Tenured appointments shall normally be offered at the rank of Associate Professor or Professor.

If a candidate for a tenurable appointment has previously been granted tenure and attained the rank of Associate Professor or Professor at a Universities Canada accredited, or equivalent, institution, then, after consultation with the relevant department Tenure Committee or faculty Promotion Committee, respectively the selection committee may recommend appointment with tenure at the rank of Associate Professor or 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 Assistant Professor 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 A conditional tenurable appointment shall be automatically converted to a tenurable appointment upon attainment of the required academic credential or its equivalent. The conversion shall take effect not later than one month following presentation of valid documentation to the Dean. 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 1 July. If the required academic credential or its equivalent was attained after 31 December, the probationary period shall commence on the following 1 July.
- 4.2.4.3 Upon attainment of the required academic credential or its equivalent, 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.

### 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 and after consultation with the Dean and the Provost and Vice-President, Academic, 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 and tenure 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 (2) Tenured or Tenurable Employees, at least one (1) of whom shall be tenured, from the Academic Unit where the vacancy occurs elected by the Tenured and Tenurable Employees of the Academic Unit. In small Academic Units or disciplines, where necessary, tenured or Tenurable Employees from a cognate department in the same Faculty or School may be elected;
  - 4.3.4.3 the Dean or designate; and
  - 4.3.4.4 an Employee from outside the Academic Unit, 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) 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 Employees of the Academic Unit, and provide an opportunity for submissions of opinion from Employees 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 the applicants. The committee shall make specific recommendations on the following:
- preferred candidate(s);
  - category of appointment;
  - rank;
  - tenure;
  - attainment of required academic credential or its equivalent for the position;
  - placement on the salary schedule.

The report shall be submitted to the Dean who shall comment and forward it to the Provost and Vice-President, Academic.

- 4.3.10 The Provost and Vice-President, Academic shall review the selection committee's report prior to making an employment offer. In the case of appointment with tenure, prior to making an employment offer, the Provost and Vice-President, Academic shall forward the hiring committee's recommendation to the President, who shall make a decision on the granting of tenure.
- 4.3.11 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 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 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 Employees who are on other continuous employment by the Board; whenever practicable, Limited-term Employees shall be hired to replace Employees 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. If a Limited-term Employee requires evaluative feedback prior to the deadlines specified in Article 10.4 (for example, to support an application by the Employee for an appointment at Mount Royal University or elsewhere), then the Employee may request that the Academic Unit Chair provide a summary annual evaluation according to a mutually agreed upon timeline.

#### 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 and after consultation with the Dean and the Provost and Vice-President, Academic, 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 and tenure 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 4.3.11 shall

designate the home and the cross Academic Units to which the Employee 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 Chair of the cross Academic Unit shall consult with the cross Academic Unit about the application. 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 1 July of the academic year after the year in which the application was made.

#### **4.7 – 4.11: Contract Appointments**

##### **4.7 Initial Sessional Appointment**

- 4.7.1 Initial Sessional Appointment refers to a Contract Employee's first allocation of workload in an Academic Unit or allocation of workload to a Contract Employee who has not worked in the Academic Unit for more than 18 months.
- 4.7.1.1 Normally, initial Sessional Appointments are initiated after the following reappointments and workload allocation has occurred.

- Full time Tenured, Tenurable and Conditional Tenurable;
- Limited-term;
- Fixed-term;
- Continuing term;
- Sessional Reappointments;
- Post-Doctoral Fellows

4.7.2 A standing committee for sessional appointments shall be struck and normally shall be composed of:

4.7.2.1 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;

4.7.2.2 whenever possible, at least two Tenured or Tenurable 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. Subject area experts from the Academic Unit may be consulted as necessary at the discretion of the Chair.

4.7.3 The criteria (unranked) for initial sessional appointment are as follows:

- candidate availability;
- required and desired academic credential(s) and professional certification(s);
- appropriate subject and professional expertise;
- record of successful teaching performance, or clear potential for becoming a successful teacher;
- any applicable professional performance standards; and
- other bona fide department and program needs and priorities approved by the Dean.

4.7.4 All available initial appointments, along with the criteria outlined in Article 4.7.3, shall be posted.

4.7.5 The standing committee shall be provided with all applications and supporting documents, including the selection criteria outlined in Article 4.7.3.

4.7.6 When, due to unforeseen circumstances, a course/section must be assigned expeditiously, the Chair may make initial appointments and shall report any such appointments to the standing committee at the earliest opportunity.

4.7.7 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 outlined in Article 4.7.3.

4.7.7.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.

4.7.8 For each available position, the chair of the standing committee shall submit in writing the committee's recommended appointee, along with his/her academic credentials, 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.

#### **4.8 Sessional Reappointment and Workload Allocation**

4.8.1 All current Contract Employees in the Academic Unit, and Contract Employees who have held contracts in the Academic Unit within the last eighteen (18) months, excluding time served in Limited-term appointments, are eligible to apply for available sessional contracts, subject to the projected availability of courses for the period under consideration.

4.8.1.1 Normally, sessional appointments are initiated after the following reappointment and workload allocation has occurred.

- Full time Tenured, Tenurable, and Conditional Tenurable;
- Limited-term;
- Fixed-term;
- Continuing term

4.8.2 The criteria (unranked) for sessional re-appointment and workload allocation are as follows:

- candidate availability;
- seniority, as defined in Article 4.8.3;
- required and desired academic credential(s) and professional certification(s);
- appropriate subject and professional expertise;
- teaching performance as assessed by Chair/tenured designate evaluations (including evaluation of course materials as applicable) and student evaluations of instruction;
- any applicable professional performance standards;
- performance of duties in a responsible and professional manner; and
- other bona fide department and program needs and priorities approved by the Dean.

4.8.3 Seniority

4.8.3.1 As per Article 4.8.2, seniority is one of the criteria that shall be taken into account in sessional reappointments and workload allocation.

4.8.3.2 A seniority list of eligible contract Employees for each Academic Unit shall be compiled by Human Resources.

4.8.3.3 Seniority shall be based on accumulated teaching experience within the Academic Unit in terms of total SICH taught within the unit, taking into account the conversion of laboratory SICH specified in Article 4.8.3.4.

4.8.3.4 For the purposes of calculating and comparing seniority, laboratory SICH shall be multiplied by a factor of 0.5, the conversion factor identified in Article 6.3.2.

4.8.4 Deadlines

4.8.4.1 No later than April 1 the Chair shall post the available courses projected for the Fall semester, along with the reappointment criteria, and invite eligible contract Employees in the Academic Unit to submit their requested teaching load in terms of courses and number of sections.

4.8.4.2 No later than November 15 the Chair shall post the available courses projected for the Winter semester along with the reappointment criteria, and invite eligible contract Employees in the Academic Unit to submit their requested teaching load in terms of courses and number of sections.

4.8.4.3 No later than March 15 the Chair shall post the available courses projected for the Spring/Summer semester along with the reappointment criteria, and invite eligible contract Employees in the Academic Unit to submit their requested teaching load in terms of courses and number of sections.

4.8.5 Eligible contract Employees shall notify the Chair in writing of their requested teaching load by the deadline specified by the Chair, and their application for reappointment shall be considered by the standing committee. While requested teaching allocations shall be considered, there is no guarantee that they will be accommodated.

4.8.6 The standing committee shall be provided with all applications and supporting documents,

including the criteria outlined in Article 4.8.2, performance evaluations to which applicants have had the opportunity to respond, any current documented disciplinary issues to which applicants have had the opportunity to respond, and any responses that applicants provided during the course of evaluation or disciplinary proceedings.

4.8.7 The standing committee shall review all applications and, based on the criteria outlined in Article 4.8.2, determine if the applicants are:

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

4.8.7.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.

4.8.8 A current contract Employee who is eligible for reappointment with conditions shall be advised in writing of the reasons for the conditions, the nature of the conditions and how long the conditions shall remain in effect. The notice of eligibility for reappointment with conditions shall be signed by the Employee to indicate receipt. Within ten (10) Days of receiving notice of eligibility for reappointment with conditions, the Employee may respond to the committee in writing.

4.8.9 A current contract Employee who is ineligible for reappointment shall be advised in writing of the reasons for ineligibility. Within ten (10) Days of receiving notice of ineligibility, the Employee may respond to the committee in writing.

4.8.10 The standing committee shall review the applications and supporting documents for all eligible applicants and determine recommended allocations based on the criteria outlined in Article 4.8.2.

4.8.10.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.

4.8.11 When, due to unforeseen circumstances, a course/section must be allocated expeditiously, the Chair may make such allocations subject to Article 4.8.10 and shall report any such allocations to the standing committee at the earliest opportunity.

4.8.12 The chair of the standing committee shall submit a written list of the committee's recommended allocations, along with the Employees' academic credentials, 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 **Teaching Opportunities for Postdoctoral Fellows**

Mount Royal University Postdoctoral Fellows may be provided with sessional appointments up to 96 SICH per academic year. These appointments are initiated following workload allocation for fixed-term and continuing contract Employees and sessional reappointment, but before initial sessional appointments are allocated.

Such sessional appointment need not be posted.

Postdoctoral Fellows are not Employees defined under this Agreement when performing Postdoctoral Fellow duties, but are Employees under this Agreement when teaching in a sessional appointment.

Postdoctoral Fellows are not eligible for reappointment under Article 4.8. At the conclusion of the Postdoctoral Fellow appointment, a Postdoctoral Fellow shall be eligible for appointment under Article 4.7.

Postdoctoral Fellows are not eligible for funding from Faculty Development Committees under Article 18.1 or funding for contract faculty service under Article 14.15.

## 4.10 Continuing Appointment

### 4.10.1 Continuing Appointment

4.10.1.1 A sessional Employee who has completed four (4) semesters of employment within the last thirty-six (36) months shall be eligible for a continuing appointment with the opportunity for reappointment, subject to the conditions specified in Article 4.10.1.2. The Dean shall consult with the Chair to make decisions regarding the establishment of continuing contracts.

4.10.1.2 Initial appointment and reappointment to continuing contracts shall be subject to:

4.10.1.2.1 projected availability of courses for the period under consideration;

4.10.1.2.2 qualifications as specified in the selection criteria outlined in Article 4.8.2;

4.10.1.2.3 consistent satisfactory performance based on Chair/tenured designate evaluations and student evaluations of instruction;

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

4.10.1.3 Number of hours per contract:

4.10.1.3.1 A continuing lecturer 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;

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

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

4.10.1.3.4 When a continuing appointment consists of laboratory based instruction, then the continuing contract shall apply for employment of no less than four hundred and eighty (480) laboratory scheduled instructional course hours in an academic year.

4.10.1.3.5 When an Employee employed as a Lecturer does not have sufficient scheduled instructional course hours, then they may combine scheduled instructional course hours with laboratory scheduled instructional course hours as outlined in Article 6.3.2.

### 4.10.2 Continuing Clinical Appointment

4.10.2.1 A sessional Employee who has completed four (4) semesters of clinical instruction employment within the last thirty-six (36) months shall be eligible for a continuing clinical appointment with the opportunity for reappointment, subject to the conditions specified in Article 4.10.2.2. The Dean shall consult with the Chair to make decisions regarding the establishment of continuing clinical contracts.

4.10.2.2 Initial appointment and reappointment to continuing 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 outlined in Article 4.8.2;



4.10.2.2.3 consistent 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 clinical appointment and every two (2) years thereafter while in a continuing clinical appointment;

4.10.2.2.4 continuing 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 clinical appointments;

4.10.2.2.5 continuing 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 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 contract.

4.10.3.1 Continuing 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 Employees as stated in Article 16.8.5.1.

4.10.4 Compensation for continuing 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 contracts may accept additional sessional contracts, subject to the maximum instructional load in accordance with Article 14.14. These contracts shall be treated as separate sessional contracts for the purposes of compensation.

4.10.6 A continuing 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 Appointment**

4.11.1 The Board shall make available and make every effort to fill a total of 25 fixed-term appointments across the University. Fixed-term appointments shall be collectively allocated by Deans in consideration of discipline/department needs and abilities to sustain them.

These appointments shall be for contract Employees who normally teach 384 or more SICH across the University annually (including the Spring semester), 144 or more of which are in the Fall semester.

4.11.2 A contract Employee who has satisfied all of the following criteria shall be eligible to be considered for a fixed-term appointment with the opportunity for reappointment:

- i. has completed four (4) semesters of contract 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 144 or more SICH in the Fall semester;
  - iv. is at Step 4 or higher of the hourly rate schedule for contract appointments in Article 13.
- 4.11.3 Former Employees who have retired from the University and are rehired into a contract appointment shall not be eligible for this appointment.
- 4.11.4 Initial appointment to fixed-term appointments shall be subject to:
  - 4.11.4.1 Qualifications as specified in the selection criteria outlined in Article 4.8.2;
  - 4.11.4.2 Consistent satisfactory performance based on Chair/tenured designate evaluations and student evaluations of instruction;
  - 4.11.4.3 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 appointment shall be for an annual workload ranging from 384 to 480 SICH as assigned by the Chair for the entirety of the fixed-term appointment, at least 144 of which must be in the Fall semester;
  - 4.11.5.2 When a Librarian is employed in a fixed-term 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 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 Removed
- 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 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 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 appointments shall receive \$600 each year of the contract pre-allocated from the Contract Professional Development Fund as outlined in Article 18.6 Unused funds can accumulate for up to four years.
- 4.11.11 Employees appointed to fixed-term appointments shall have the annual workload of 384 to 480 SICH normally distributed across the fall and winter semesters.

- 4.11.11.1 There shall be a written workload plan distributing the 384 to 480 SICH across the academic year, normally across the Fall and Winter semesters. Workload plans that fall outside of these parameters 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 contract workload in the Fall or Winter semester shall first be applied towards the Employee's fixed-term contract. The workload plan shall be amended to reflect this change.
  - 4.11.11.2 Fixed-term appointed Employees may accept sessional contracts in addition to the fixed term contract subject to Article 14.14. Such contracts shall be allocated in accordance with the process and criteria outlined in 4.8.
  - 4.11.11.3 In all cases, contracts above the Employee's fixed-term contract shall be treated as separate sessional contracts for the purposes of compensation and shall not be pension eligible.
- 4.11.12 Once the initial appointment expires, incumbents shall have rights of first refusal for consideration of re-appointment. Eligible incumbents shall normally be re-appointed for a term of up to three (3) years. To be eligible for re-appointment, evaluations as outlined in Article 28 carried out during the previous term must have been consistently satisfactory.

As with initial fixed-term appointments, fixed-term reappointments shall be subject to projected workload availability and discipline/department needs. If there are multiple eligible incumbents within one Academic Unit and not all incumbents can be reappointed, then reappointment decisions shall be based on the criteria outlined in Article 4.8.2.

Reappointment decisions shall usually be made by April 1 of the last year of the previous term of appointment and will commence on August 15.

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

- 4.11.13.1 Either the Board or an Employee may terminate the Employee's appointment by written notice of termination specifying the reasons in full.
- 4.11.13.2 In the case of termination by the Board, Articles 4.12.2 through 4.12.5 and 4.12.7 shall apply.
- 4.11.13.3 Pursuant to Article 4.11.13.1, an Employee may terminate employment by giving notice to the Board no later than 15 March.
- 4.11.13.4 A fixed-term appointment may be 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 tenurable or 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 Provost and Vice-President, Academic.
- 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) 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) 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) 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 or Permanent Employees**

The appointment of Employees who have been granted tenure or permanency 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 if the Employee's appointment commenced 15 August or 1 January;
  - 30 June of that year if the Employee's appointment commenced 1 July.
- 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 12.3.4 or Article 25.

#### **4.14 Termination of Tenured or Permanent Appointments for Reasons of Redundancy**

- 4.14.1 An 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 An Employee to be terminated due to redundancy shall be provided written notice of the reasons.
- 4.14.3 Before commencing termination of an Employee declared redundant, the Board shall make reasonable efforts to redeploy the Employee to a faculty position elsewhere in the University for which they are qualified. Any redeployment to another Academic Unit shall require the written consent of the Employee. If such redeployment occurs, the Employee shall retain his/her rank and placement on the salary grid.
- 4.14.4 An Employee declared redundant shall receive notice to that effect 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.
- 4.14.5 An Employee declared redundant shall be compensated within sixty (60) Days of the last day of service in the following manner:

4.14.5.1 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 1 July of that year.

4.14.5.2 an Employee who has more than five (5) years of service at Mount Royal University shall receive the amount specified in Article 4.14.5.1 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 4.14.5 may not exceed twenty-five (25) months.

4.14.6 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.

4.14.7 An Employee declared redundant shall have the right to grieve such redundancy according to Article 20 of the Agreement.

#### 4.15 **Termination of Other Appointments for Reasons of Redundancy**

4.15.1 Whereas Employees with limited-term appointments of one year or less or with sessional appointments are not subject to termination for reasons of redundancy, they are subject to not being reappointed. No termination provisions shall be available to such Employees.

4.15.2 Other Employees with non-tenured or non-permanent appointments may be terminated for reasons of redundancy as per the following termination provisions included in this Agreement:

- i. Continuing appointments: Article 4.10.6
- ii. Fixed-term appointments: Article 4.11.13
- iii. Limited-term appointments of duration greater than one year: Article 4.12.2 through 4.12.6
- iv. Probationary laboratory instructor appointments: Article 6.8
- v. Tenurable and conditional tenurable appointments: Article 4.12

#### 4.16 **Order of Terminations for Reasons of Redundancy**

4.16.1 Termination for reasons of redundancy will not be considered if more than 20% of the annual SICH offered by an Academic Unit is delivered by Employees with sessional appointments.

4.16.2 Terminations for reasons of redundancy within an Academic Unit shall occur in the following order:

- i. Continuing appointments
- ii. Fixed-term appointments
- iii. Limited-term appointments of duration greater than one year
- iv. Probationary, conditional and tenurable appointments
- v. Permanent and tenured appointments

4.16.3 Exceptions to 4.16.1 or to the order specified in 4.16.2 may occur when Employees possess expertise, skills and/or abilities required for the successful delivery of an academic program or service. Such exceptional cases with rationale shall be communicated in writing by the Board to the Association prior to the notification of any affected Employees.

4.16.4 In determining which Employees will be terminated within each order level in an Academic Unit, the Board shall consider each Employee's combination of qualifications, experience, and competence as relevant to the successful delivery of the unit's academic programs or services. The Employee determined to rank lowest overall in terms of the aforementioned criteria shall be the first Employee terminated within each order level. When the aforementioned criteria are considered by the Board to be relatively equal among two or more Employees, the decision as to which Employee is to be terminated shall be governed by each Employee's relative length of continuous service with the

Board, including any authorized leaves or years of limited-term service. Termination decisions with rationale shall be communicated in writing by the Board to the Association prior to the notification of any affected Employees.

#### **4.17 Appointments with Academic Rank for Academic Leaders**

- 4.17.1 Only as provided for in Article 4.17, an Academic Leader may hold a position with academic rank. During the term of their Academic Leader appointment, their terms and conditions of employment are not covered by the Agreement.
- 4.17.2 With the exception of the position of President, at least fifty percent (50%) of the members of the selection committee for an Academic Leader position shall be Employees.
- 4.17.3 If a candidate for an Academic Leader position does not already hold an appointment with academic rank at the University, but has previously been granted tenure and attained the rank of Associate Professor or Professor at a Universities Canada accredited, or equivalent, institution, then, after consultation with the relevant department Tenure Committee or Faculty Promotion Committee respectively, the selection committee may recommend to the Board that the candidate be offered an appointment with tenure at the rank of Associate Professor or Professor as part of the offer for appointment to the Academic Leader position.
  - 4.17.3.1 If the Board approves an appointment with academic rank, the Academic Leader shall be given a position in the appropriate Academic Unit, or Academic Units in the case of a cross-appointment, and be immediately seconded out of the position and into the Academic Leader position. The appointment with academic rank shall be in addition to all current and planned positions in the Academic Unit(s).
- 4.17.2 When an existing Employee with Academic Rank is hired into an Academic Leader position, the Academic Leader appointment shall be considered a secondment and the individual shall retain their academic rank and tenure status.
  - 4.17.4.1 The position vacated by the secondment shall normally be filled by a Limited-term Employee, as per Article 4.4.4.1.
  - 4.17.4.2 If, at the end of the secondee's initial term, the secondee does not return to their position, either because they will continue in an Academic Leader position, or because they have left the University, a position, normally in the Academic Unit from which the Academic Leader was seconded, shall be posted as a tenurable position as per Article 4.3. This position shall be in addition to all current and planned positions in the Academic Unit in which it is posted.
- 4.17.3 At the time of hiring, an Academic Leader hired pursuant to 4.17.3 shall be placed on the appropriate step of the salary schedule in Article 13.1.1, as per Article 13.1.5.
- 4.17.4 Academic Leaders shall move to the next higher step on the salary grid annually, as per Article 13.1.7, during their term as an Academic Leader.
- 4.17.5 At the end of the appointment as an Academic Leader, either because the term of appointment has expired or because the appointment has been terminated, the individual shall immediately return to the position with academic rank from which they were seconded and the terms and conditions of the Agreement shall apply.
  - 4.17.7.1 During the term as an Academic Leader, the appointment with academic rank may only be terminated according to the provisions of the Agreement.

## **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 May 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 wishes to change work patterns pursuant to Article 14.8, a written request shall be submitted to both Deans.
- 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 Faculty Annual Report and included in the tenure dossier.

- 5.9.3.4 A joint Tenure Committee (joint TC), representing both the home and cross Academic Units shall be established. Normally the committee will be co-chaired by the chairs of the home and cross Academic Unit TCs. The joint TC shall forward the materials specified in Articles 10.4, 10.5 and 10.7 to both Deans. The joint TC shall be constituted in accordance with Article 9.1, subject to Articles 5.9.3.4.1 through 5.9.3.4.3.

- 5.9.3.4.1 The Chairs of the home and cross academic units, in consultation with the Tenured Employees of the Academic Units, shall, in consultation with the Deans, structure the joint TC membership such that both Academic Units are adequately represented on the committee. The joint TC composition shall otherwise be established as in Article 9.1.4.3.

- 5.9.3.4.2 The joint TC shall normally be an elected TC and committee members and alternates from each Academic Unit shall be elected by secret ballot by the Employees of that unit in accordance with Article 9.1.4.3. There shall be one (1) alternate elected from each Academic Unit.

- 5.9.3.4.3 If an Academic Unit chair is unable to participate on the joint TC, the Dean for that unit shall appoint a Tenured Employee of the same Academic Unit to co-chair the joint TC in accordance with Article 9.1.6.

- 5.9.3.4.4 In the case of a tie vote among the Employees of the joint TC who are not co-chairs, only the chair of the home Academic Unit shall vote to break the tie. Although the co-chair of the cross Academic Unit never votes, they are a contributing member of the joint TC in all other ways.

- 5.9.3.4.5 Further to Article 9.1.8, the quorum for all meetings shall include both co-chairs.

- 5.9.3.5 The Deans shall respond jointly to a recommendation from the joint TC to meet with the Employee as outlined in Article 10.4.12. 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 Faculty Annual Report.
- 5.9.4.2 The Faculty 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 Faculty 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 12.3.3.1.1. 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 30 November.
- 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, 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 Promotion Committee, as defined in Article 9.2, representing both the home and cross Faculties/Schools shall be established. The joint PC shall make recommendations on applications for promotion to the rank of Professor. Normally the committee will be co-chaired by the Deans of the home and cross Faculties/Schools.

## 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 Employee of the new home Academic Unit effective 1 July 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 Employee of the home Academic Unit effective 1 July 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 Employee of either the home Academic Unit or the cross Academic Unit.

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

Laboratory Instructor s support the work of an Academic Unit through laboratory instruction and related duties.

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

- 6.1.1 Laboratory Instructor s 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 Contract appointment.

For clarity in this article, permanent refers to a permanent appointment for which the probationary period has been completed in accordance with Article 6.7 and full-time refers to a permanent appointment 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 Instructor s 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 Laboratory Instructor L2 elected annually by the Academic Unit.

## 6.3 **Contract Laboratory Instructors**

6.3.1 Contract Laboratory Instructors are governed by the contract appointment provisions of this Agreement.

6.3.2 The instructional load for contract Laboratory Instructors shall not exceed four hundred and eighty (480) laboratory scheduled instructional course hours (lab SICH) per semester. Exceptions require the approval of the Dean, following consultation with the Chair of the Academic Unit.

6.3.2.1 If the workload includes a combination of laboratory and lecture/tutorial instruction, the following table will be used to determine the maximal instructional load per semester, based on a 0.5 conversion factor between lab SICH and SICH:

<u>SICH</u>	<u>lab SICH</u>
0	480
48	384
96	288
144	192
192	96
240	0

6.3.2.2 The table in 6.3.2.1 shall be used for the sole purpose of calculating how SICH and lab SICH can be combined to determine maximal workload per semester.

## 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 contract appointment 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 Employees 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 13.2

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 13. A copy of the 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, mentoring and peer evaluating Laboratory Instructors and contract Laboratory Instructors;
- assisting course coordinator with lab coordination;
- 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 to complete the annual workload.

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 sessional instructional contracts for extra compensation, subject to approval by the Dean, following consultation with the Chair of the Academic Unit.

## 6.6 **Evaluation of Probationary and Limited-term Laboratory Instructors**

6.6.1 Permanent Laboratory Instructors in the probationary period and Limited-Term Laboratory Instructors shall submit a Faculty Annual Report to the Dean with a copy to the Chair no later than the first Tuesday in September.

6.6.2 In addition to the student evaluations of instruction and peer evaluations stipulated in Article 28, permanent Laboratory Instructors in the probationary period and Limited-Term Laboratory Instructors shall be evaluated as follows:

6.6.2.1 for a Laboratory Instructor (L2), a survey administered to the Laboratory Instructors and Contract Laboratory Instructors that individual directed and mentored during the year;

6.6.2.2 an annual evaluation conducted by the Laboratory Instructor Standing Committee during September. It shall be an evaluation of the Employee's performance with respect to the permanency criteria listed in Article 6.7.3 and shall be based on the evaluations stipulated in Article 28 and, where applicable, 6.6.2.1, and the individual's Faculty Annual Report.

## 6.7 Permanent Appointments

6.7.1 Termination of a Laboratory Instructor who has been granted a permanent appointment pursuant to Article 6.7 may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause, as stipulated in Article 4.13 and 4.14.

6.7.2 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.

6.7.3 Permanency recommendations and decisions shall be based on the following general criteria:

- i. evidence of effective performance of duties, including the extent to which duties have been carried out in a responsible and professional manner;
- 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, including the extent to which duties have been carried out in a responsible and professional manner;

6.7.4 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:

6.7.4.1 be granted a permanent appointment; or

6.7.4.2 be released; or

6.7.4.3 be granted one additional probationary year.

If recommendation 6.7.4.2 or 6.7.4.3 is made, reasons with reference to the permanency criteria listed in Article 6.7.3 shall be given.

6.7.5 The Dean shall forward the recommendation of the Laboratory Instructor Standing Committee to the Provost and Vice-President, Academic, along with his/her recommendation.

6.7.6 By 15 October 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 6.7.4 and of the decision of the Provost and Vice-President, Academic.

6.7.7 An Employee who has been granted an additional probationary year as specified in Article 6.7.4.3 may apply again for a permanent appointment the following year. Article 6.7.4.3 shall not apply for the second application.

6.7.8 If the Provost and Vice-President, Academic decides to release an Employee as set forth in Article 6.7.4.2, 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) Days of receiving notice of termination, the Employee may file a denial of permanency grievance in accordance with the provisions of Article 10.9.

## 6.8 Termination of Laboratory Instructors in the Probationary Period

6.8.1 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.

- 6.8.2 In the case of termination by the Board, Articles 4.12.2 through 4.12.5 and 4.12.7 shall apply.
- 6.8.3 Pursuant to Article 6.8.1, an Employee may terminate employment by giving notice to the Board no later than 15 March.
- 6.8.4 A probationary appointment may be terminated by mutual consent at any time.

**6.9 Performance Review of Permanent Laboratory Instructors**

- 6.9.1 For a Laboratory Instructor L2, a survey shall be administered annually to the Laboratory Instructors and contract Laboratory Instructors that s/he directed and mentored during the year.
- 6.9.2 Permanent Laboratory Instructors shall submit a Faculty Annual Report to the Dean with a copy to the Chair no later than the first Tuesday in September.

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

- 6.10.1 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.
- 6.10.2 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 6.10.1.
- 6.10.3 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.

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

- 6.11.1 Full-time Laboratory Instructors shall be eligible for all benefits provided to Full-time Employees in Articles 16.1 to 16.7.
- 6.11.2 Limited-term Laboratory Instructors shall be eligible for all benefits provided to Limited-term Employees in Articles 16.1 to 16.6.

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

- 6.12.1 Full-time Laboratory Instructors shall be eligible for Maternity and 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 17.8).
- 6.12.2 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 17.8).

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

- 6.13.1 The provisions of Articles 18.1, 18.2, 18.4, 18.5, 18.7, 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 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 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 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, who shall then forward a recommendation to the Provost and Vice-President, Academic.

7.3.2 Appointment as a half-time Tenured Employee shall be for a term of one (1) to five (5) academic years, and may be renewable in one (1) to 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 Employees 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 17.8.3 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 Chair, 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 Maternity and Parental leave (Article 17.1) shall continue during the term of appointment, except that the Board's obligation in Article 17.1.4.8 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 professional leave.
- 7.8.4 Half-time Tenured Employees may apply for a sabbatical leave as per Article 17.7.2.1.4.

**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 by February 1 of the calendar year in which the Employee 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 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 the Employee 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 non-renewable 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 Normally, only at the end of the appointment is the Employee eligible to accept sessional employment under the provisions of Article 4.7 at the hourly rate schedule for contract

appointments specified in Article 13. Exceptions to this require approval of the Dean.

### 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 and the Full-time Employees 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 13.1.1 at the time of resignation. The Employee shall not be eligible for movement on the salary schedule after the date of resignation. The Employee shall receive any negotiated increases to his/her salary step.

An Employee who is receiving a Long Service Increment in accordance with Article 13.1.8 on the date of resignation will continue to receive such increment during his/her Phased Retirement. An Employee shall not become eligible for a Long Service Increment during his/her Phased Retirement.

### 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 Academic Unit Tenure Committee (TC)**

9.1.1 There shall be a Tenure Committee, hereafter referred to as the TC, in each Academic Unit.

9.1.2 The TC shall conduct annual and mid-term tenure evaluations of Tenurable Employees in the Academic Unit and shall make recommendations on applications for tenure in accordance with the processes outlined in this Collective Agreement.

9.1.3 Where there are more than nine (9) tenured members in an Academic Unit, exclusive of the Chair and tenured members on leave, the TC shall be elected as outlined in Article 9.1.4.3.

9.1.4 Where there are nine (9) or fewer tenured members in an Academic Unit, exclusive of the Chair and tenured members on leave, the unit is eligible to decide whether its TC shall be composed of the Chair and the tenured members not on leave or shall be elected as outlined in Article 9.1.4.3.

9.1.4.1 Each eligible Academic Unit shall decide no later than 31 August by secret ballot whether or not to elect its TC. All tenured members are eligible to vote. If a majority votes against an elected TC, the TC shall be composed of the Chair and the tenured members not on leave.

9.1.4.1.1 After an initial vote not to elect the TC, any tenured member of the Academic Unit may request in a subsequent year that a ballot on whether or not to elect the TC be held.

9.1.4.2 An elected TC shall be established for a minimum of three (3) years.

9.1.4.2.1 After the initial three-year period, any tenured member of the Academic Unit may request that a ballot be held as outlined in Article 9.1.4.1.

9.1.4.3 An elected TC 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 the first Friday in September.

9.1.4.3.1 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).

9.1.4.3.2 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.

9.1.4.3.3 In the first year of an elected TC, 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

- 9.1.4.3.4 In the second and subsequent years of an elected TC, 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.
- 9.1.4.3.5 The Chair, in consultation with the tenured members of the Academic Unit and the Dean, shall establish a method to assign terms to members and to determine the alternate.
- 9.1.5 Where there are three (3) or fewer tenured members in an Academic Unit, exclusive of the Chair and tenured members on leave, the Dean in consultation with the Chair shall appoint tenured members of cognate disciplines to bring the total TC membership to five (5).
- 9.1.6 The Chair of the Academic Unit shall chair the TC unless there are exceptional circumstances preventing the Chair of the Academic Unit from doing so (for example, the Chair is a candidate for tenure). In such circumstances, the Dean shall appoint a tenured member of the Academic Unit to chair the TC.
- 9.1.7 The committee chair shall only vote to break a tie.
- 9.1.8 The quorum for all meetings shall be two-thirds of the membership, including the committee chair.
- 9.1.9 Members and alternates serving in their first year on a Tenure or Promotion Committee shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and the Provost and Vice-President, Academic or designate 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.

**9.2 Faculty Wide Promotion Committee (PC)**

- 9.2.1 There shall be a Promotion Committee, hereafter referred to as the PC, in each Faculty/School.
- 9.2.2 The PC shall make recommendations on all applications for promotion from candidates in the Faculty/School in accordance with the processes outlined in this Collective Agreement.
- 9.2.3 Committee Composition
  - 9.2.3.1 Unless otherwise stated below, each Faculty/School PCs shall be composed of the Dean of the Faculty/School and one (1) Tenured Employee, plus one (1) tenured alternate, from each Academic Unit in the Faculty/School, elected by secret ballot no later than 1 December, 2014 in the first instance and 14 June each year thereafter. The tenured members of each Academic Unit shall elect their own representatives.
  - 9.2.3.2 For the library (as a single-department Faculty), the PC shall be composed of:
    - 9.2.3.2.1 the Dean;

- 9.2.3.2.2 two (2) Tenured Employees, plus two (2) tenured alternates, from the Library, elected by secret ballot no later than 14 June each year. The Tenured Employees of the Library shall elect their own representatives;
  - 9.2.3.2.3 two (2) Tenured Employees, plus two tenured alternates, from Faculties/Schools other than the Library, appointed by the Dean in consultation with the Chairs of the relevant Academic Units; and
  - 9.2.3.2.4 up to one (1) additional Tenured Employee from a cognate discipline, appointed by the Dean in consultation with the Chair of the Library.
- 9.2.3.3 For the Academic Development Centre and the Department of General Education collectively (administered by the same Dean), the PC shall be composed of:
- 9.2.3.3.1 the Dean;
  - 9.2.3.3.2 one (1) Tenured Employee, plus one (1) tenured alternate, from each of the Academic Development Centre and the Department of General Education, elected by secret ballot no later than 14 June each year. The Tenured Employees of each Academic Unit shall elect their own representatives;
  - 9.2.3.3.3 two (2) Tenured Employees, plus two (2) tenured alternates, from other Faculties/Schools, appointed by the Dean in consultation with the Chairs of the relevant Academic Units; and
  - 9.2.3.3.4 up to one (1) additional Tenured Employee from a cognate discipline, appointed by the Dean in consultation with the Director of the Academic Development Centre and the Chair of the Department of General Education.
- 9.2.3.4 Chairs, Associate Deans and Academic Directors shall not normally be eligible for election to Faculty Wide Promotion Committees.
- 9.2.4 In the first year of a faculty wide PC, the terms of elected members and alternates shall vary from one (1) to three (3) years.
- 9.2.5 In the second and subsequent years, 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.
- 9.2.6 The Dean, in consultation with the Chairs of the Academic Units, shall establish a method to assign terms to members and to determine the alternates.
- 9.2.7 The Dean shall chair the committee.
- 9.2.8 The committee chair shall only vote to break a tie.
- 9.2.9 The quorum for all meetings shall be two-thirds of the membership, including the Dean.
- 9.2.10 The Chair of the Academic Unit of a candidate up for review shall attend the committee meeting to discuss the candidate's application, but shall not be present for any vote or final decision of the committee regarding the candidate.
- 9.2.11 Members and alternates serving in their first year on a Tenure or Promotion Committee shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and the Provost and Vice-President, Academic or designate 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.

### 9.3 **University Tenure and Promotion Committee (UTPC)**

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

9.3.2 The UTPC shall be composed of:

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

9.3.2.2 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:

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

9.3.2.2.2 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.

9.3.2.3 one (1) tenured member of the Association and one (1) alternate elected for a three-year term by the Association.

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

9.3.4 The chair shall only vote to break a tie.

9.3.5 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 the Provost and Vice-President, Academic or designate 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 **Principles Governing Tenure and Promotion Committees**

9.4.1 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.

9.4.2 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.

9.4.3 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. Circumstances that can result in actual or perceived conflict of interest include, but are not limited to, those in which the committee member:

- is a relative or close friend, or has a close personal relationship with the applicant;
- is in a position to gain or lose financially/materially from the promotion of the applicant;
- is currently affiliated with the applicant's companies;
- has in the last five years collaborated, co-authored, or shared funding with the applicant, or has plans to do so in the immediate future;
- has been a supervisor or a trainee of the applicant;
- has had long-standing academic or personal differences with the applicant;
- feels for any reason unable to provide an impartial review of the applicant.

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 Committee or a faculty wide Promotion Committee and by the President in the case of the Dean or the University Tenure and Promotion Committee.

9.4.3.1 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.

9.4.3.2 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.

9.4.3.3 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.

9.4.3.4 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.

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

9.4.3.5.1 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.

9.4.3.5.2 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, including the extent to which duties have been carried out in a responsible and professional manner;
- ii. evidence of scholarship, where applicable, congruent with the teaching loads and resources available for scholarship at an undergraduate university, including the extent to which duties have been carried out in a responsible and professional manner; and
- iii. evidence of significant contributions in service, including the extent to which 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.

10.2.3 The responsibility for maintaining a cumulative tenure dossier rests with the Employee. Each year the Employee shall assemble an updated tenure dossier containing evidence of achievements in teaching, service and, where applicable, scholarship. The contents of and format for the tenure dossier are available in the current Tenure and Promotion Guidelines document.

### **10.3 Probationary Period**

10.3.1 Initial tenurable appointments shall normally be for a probationary period of five (5) years commencing 1 July. If the tenurable appointment commenced prior to 1 July, the probationary period shall be extended by the period between the commencement date and 1 July.

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 a Universities Canada accredited, or equivalent, institution may apply by 15 November 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 TC 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 TC and its recommendation, including the reasons for supporting or rejecting the application, shall be conveyed in writing to the Dean no later than 15 January of the first probationary year. The Dean shall forward the TC 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 an annual tenure evaluation covering the first year and a mid-term tenure evaluation covering 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 a mid-term tenure evaluation as per Article 10.5 covering the first year of the remaining probationary period of three (3) years.

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 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. For leaves totalling less than six (6) months, the probationary period will not be extended if a Tenurable Employee is able to have any required missing documentation completed either during the semester they are on leave or in the following semester. Should this not be the case, the probationary period shall be extended by one year.

This provision applies to the following leaves:

- Parental leave;
- Maternity leave;
- Illness leave;
- Compassionate leave;
- Leave of absence with or without pay.

10.3.9 After receipt of the mid-term tenure evaluation report described in Article 10.5, a Tenurable Employee may elect to extend the probationary period for one year, subject to the following provisions:

10.3.9.1 The Employee has not previously elected to extend the probationary period.

10.3.9.2 The Employee has not been granted an additional probationary year as provided for in Article 10.8.2.3.

- 10.3.9.3 The Employee shall remain in the same work pattern identified in the letter of appointment.
- 10.3.9.4 The Employee shall notify the Chair of the Academic Unit and the President of the Mount Royal Faculty Association, after receipt of the mid-term tenure evaluation report and no later than 15 January of the fourth probationary year that they are electing to extend the probationary period for one year.
- 10.3.9.5 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.

#### **10.4 Annual Tenure Evaluation**

- 10.4.1 An annual tenure evaluation shall be conducted in the first and second probationary years by the TC.
- 10.4.2 The evaluation shall be an assessment of the Employee's overall 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 TC no later than the first Tuesday in September.
- 10.4.4 All tenured members of the Academic Unit who are not members of the TC may provide feedback, in writing, on the performance of the Employee with respect to the tenure criteria. The chair of the TC shall make the dossier available to the tenured members of the Academic Unit for review no later than the first Tuesday in September. Written feedback must be submitted to the TC within five (5) Days.
- 10.4.5 The Chair and/or Dean shall comment on the extent to which duties with respect to teaching, service and, where applicable, scholarship have been carried out in a responsible and professional manner.
- 10.4.6 The TC shall meet to consider the tenure dossier, the comments from the Chair and/or Dean, and the written feedback from other tenured members of the Academic Unit. The TC 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 the comments from the Chair and/or Dean and of the written feedback from tenured members of the Academic Unit shall be incorporated into the draft annual evaluation report.
- 10.4.7 The TC shall provide the Employee with the draft annual evaluation report no later than the end of September. The report shall be provided no less than three (3) Days prior to the meeting with the Employee.
- 10.4.8 The TC 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 TC. Such additional material shall not include the documents required in 10.4.3. The Employee may be accompanied at this meeting by a tenured colleague as an observer for support.
- 10.4.9 The TC shall then prepare the final annual evaluation report. Any dissenting opinions from committee members shall be attached to the report.
- 10.4.10 No later than three (3) Days before 15 October, the chair of the TC 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 TC. Such response shall not include the documents required in 10.4.3. Any response shall be added to the tenure dossier by the Employee along with the annual evaluation report no

later than 15 October.

10.4.11 Copies of the current year's Faculty Annual Report, the annual evaluation report and any response from the Employee shall be forwarded to the Dean by the chair of the TC no later than 15 October.

10.4.12 The TC 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:

10.4.12.1 No later than 15 October, the chair of the TC shall forward the Employee's complete tenure dossier to the Dean or Associate Dean.

10.4.12.2 The Dean or Associate Dean shall meet with the Employee no later than 31 October, in order to address the concerns raised by the TC. The Employee may be accompanied at this meeting by a tenured colleague as an observer for support.

10.4.12.3 No later than 15 November, 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) Days of 15 November and any response shall be included in the tenure dossier.

10.4.12.4 No later than 30 November, 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 TC 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 TC no later than the first Tuesday in September.

10.5.3 All tenured members of the Academic Unit who are not members of the TC may provide feedback, in writing, on the performance of the Employee with respect to the tenure criteria. The chair of the TC shall make the dossier available to the tenured members of the Academic Unit for review no later than the first Tuesday in September. Written feedback must be submitted to the TC within five (5) Days.

10.5.4 The Chair and/or Dean shall comment on the extent to which duties with respect to teaching, service and, where applicable, scholarship have been carried out in a responsible and professional manner.

10.5.5 The TC shall meet to consider the tenure dossier, the comments from the Chair and/or Dean, and the written feedback from other tenured members of the Academic Unit. The TC shall evaluate the Employee's performance using the criteria outlined in Article 10.2 and shall prepare a draft mid-term evaluation report. A summary of the comments from the Chair and/or Dean and of the written feedback from tenured members of the Academic Unit shall be incorporated into the draft mid-term evaluation report.

10.5.6 No later than 7 October, the TC shall provide the Tenurable Employee with the draft mid-term

evaluation report. The report shall be provided no less than three (3) Days prior to the meeting with the Employee.

10.5.7 The TC 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 TC. Such additional material shall not include the documents required in 10.5.1. The Employee may be accompanied at this meeting by a tenured colleague as an observer for support.

10.5.8 The TC 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) Days before 21 October, the chair of the TC 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 TC. Such response shall not include the documents required in 10.5.1. Any response shall be added to the tenure dossier by the Employee along with the mid-term evaluation report no later than 21 October.

10.5.10 No later than 21 October, the chair of the TC shall forward to the Dean the tenure dossier, containing the TC'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 7 November 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 21 November, 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) Days of 21 November 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 10.3.9, 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 TC, and shall advise the President of the Mount Royal Faculty Association of the application for tenure.

## 10.7 **Final Tenure Review and Recommendation from the TC and the Dean to the UPTC**

10.7.1 By 15 February of the final probationary year, the TC 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 TC shall prepare a draft tenure review and recommendation to the UPTC, based on the materials in the candidate's dossier and using the criteria outlined in Article 10.2.

- 10.7.3 All tenured members of the Academic Unit who are not members of the TC may provide feedback, in writing, on the performance of the Employee with respect to the tenure criteria and on the draft tenure review and recommendation. The chair of the TC shall make the tenure dossier and the draft tenure review and recommendation available to the tenured members of the Academic Unit for review no later than 1 March. Written feedback must be submitted to the TC within five (5) Days.
- 10.7.4 The Chair and/or Dean shall comment on the extent to which duties with respect to teaching, service and, where applicable, scholarship have been carried out in a responsible and professional manner.
- 10.7.5 The TC shall consider all written input from the Dean and/or Chair and from other tenured members of the Academic Unit in revising the draft tenure review and recommendation. The TC may, if necessary, meet with the other tenured members of the Academic Unit to discuss any issues or concerns raised. The TC shall incorporate a summary of the comments from the Chair and/or Dean and of the written feedback received from tenured members of the Academic Unit into the draft tenure review and recommendation.
- 10.7.6 By 15 March, the TC shall provide the candidate with the draft tenure review and recommendation. The draft shall be provided no less than three (3) Days prior to the meeting with the candidate.
- 10.7.7 The TC 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 TC. Such additional material shall not include the documents required in 10.6.3. The candidate may be accompanied at this meeting by a tenured colleague as an observer for support.
- 10.7.8 The TC shall then prepare the final tenure review and recommendation to the UTC. 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.
- 10.7.9 No later than three (3) Days before 31 March, the chair of the TC 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 TC. Such response shall not include the documents required in 10.6.3. Any response shall be added to the tenure dossier by the Employee along with the final tenure review and recommendation by 31 March.
- 10.7.10 By 31 March, the chair of the TC shall forward to the Dean the tenure dossier, containing the TC's final tenure review and recommendation and any response from the candidate.
- 10.7.11 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.
- 10.7.12 The Dean shall place the final tenure review in the dossier and forward the 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 described in the Tenure and Promotion Guidelines document.
- 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. 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) Days of receiving notice of termination as set forth in Articles 10.8.2.2 or 6.7.4.2, 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 or denial of permanency appeal 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 Tenured Employees of the University from a different faculty than the appellant, nominated by the Association.

10.9.2.3 Two (2) tenured 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 or denial of permanency:

10.9.3.1 The President shall summon the University Appeal Committee which shall meet to consider the appeal within ten (10) 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) 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 Associate Professor**

11.1.1 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.

## 11.2 Promotion to the Rank of Professor

### 11.2.1 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.

### 11.2.2 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, including the extent to which duties have been carried out in a responsible and professional manner;
- ii. evidence of scholarship, where applicable, congruent with the teaching loads and resources available for scholarship at an undergraduate university, including the extent to which duties have been carried out in a responsible and professional manner; and
- iii. evidence of significant contributions in service, including the extent to which 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.

Performance of the administrative responsibilities of Chair, Associate Dean, or Academic Director may be presented for promotion as evidence towards teaching, research and service.

Candidates may apply for promotion based on either one (1) of the categories listed below in Article(s) 11.2.2.1 or 11.2.2.2, and 11.2.2.3.

#### 11.2.2.1 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 document*. The assessment of excellence and leadership in teaching shall be based on the criterion in Article 11.2.2 i and the following criteria:

- iii. demonstrates a sustained and significant impact on teaching beyond the individual's classes;
- iv. influences professional dialogue about teaching beyond the academic unit;
- v. provides leadership for major educational initiatives in or beyond the university;
- vi. champions the ongoing enhancement of undergraduate education;
- vii. contributions to teaching and learning are recognized by peers at the national or international level.

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

The assessment of excellence in scholarship shall be based on the criterion in Article 11.2.2 ii, all the criteria for “significant results from scholarship” as outlined in the effective *Tenure and Promotion Guidelines document* and the following criteria:

- viii. the candidate's scholarship is recognized by peers at the national or international level;
- ix. the candidate's scholarship has had a demonstrable impact on the work of other scholars, professionals, or within appropriate academic or professional communities;



- x. the candidate continues to meet the criteria for proficient and scholarly teaching required for the granting of tenure.

#### 11.2.2.3 Substantial Contribution in Service

The determination of substantial contribution in service shall be based on the criterion in Article 11.2.2 iii, all the criteria for “collegial participation” outlined in the effective *Tenure and Promotion Guidelines document*, plus the following:

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

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

### 11.3 Review for Promotion to Rank of Professor and Recommendation from the PC to the UTPC

11.3.1 By 31 January, the Employee shall notify the chair of the PC 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 four (4) potential external referees along with a rationale for the choices. The applicant shall not contact the referees regarding this matter. Potential referees must meet the criteria listed in Article 11.3.3.

11.3.2 By 15 February, the Chair of the academic unit shall provide an additional two (2) names of potential referees along with a rationale for the choices. Potential referees must meet the criteria listed in Article 11.3.3.

11.3.3 All nominated referees must not be in a potential conflict of interest situation. A conflict of interest may be deemed to exist or perceived as such when an external referee:

- is a relative or close friend, or has a close personal relationship with the applicant;
- is in a position to gain or lose financially/materially from the promotion of the applicant;
- has had long-standing academic or personal differences with the applicant;
- is currently affiliated with the applicant’s institution, organizations or companies – including research institutes;
- is closely professionally associated with the applicant, as a result of having in the last five years:
  - frequent and regular interactions with the applicant in the course of their duties at their organization;
  - collaborated, co-authored, or shared funding with the applicant, or have plans to do so in the immediate future;
- has been a supervisor or a trainee of the applicant;
- feels for any reason unable to provide an impartial review of the applicant.

11.3.4 The Dean shall name three (3) referees and alternatives. These names shall be chosen from the list of four (4) referees provided by the candidate or the list of two (2) referees provide by the Chair of the unit.

11.3.5 By the second Friday in June the Employee shall submit the completed promotion portfolio to the chair of the PC and notify, in writing, the chair of the UTPC and the President of the MRFA of the submission.

11.3.6 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. If the reviews are not received within this timeframe, the Dean shall choose alternates.

- 11.3.7 The Dean shall provide members of the PC with the external reviewers' comments. These comments shall be kept confidential and separate from the promotion portfolio and shared only with the Dean, members of the PC and members of the UTPC.
- 11.3.8 All tenured members of the academic unit who are not members of the PC may provide feedback to the PC, in writing, on the suitability of the candidate for promotion, based on the promotion criteria. The chair of the PC 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 PC within five Days.
- 11.3.9 The Chair and/or Dean shall comment on the extent to which duties with respect to teaching, service and, where applicable, scholarship have been carried out in a responsible and professional manner.
- 11.3.10 The PC shall meet to consider the promotion portfolio, the comments from the Chair and/or Dean, the written feedback from tenured members of the academic unit, and the external reviewers' comments. The PC shall evaluate the Employee's suitability for promotion using the criteria outlined in Article 11.2.2 and shall prepare a draft recommendation. A summary of the comments from the Chair and/or Dean and of the written feedback from tenured members of the academic unit shall be incorporated into the recommendation.
- 11.3.11 By the end of the second week in October, the PC shall provide the Employee with the draft recommendation. The recommendation shall be provided no less than three Days prior to the meeting with the Employee.
- 11.3.12 The PC 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 PC. The Employee may be accompanied at this meeting by another tenured colleague as an observer for support.
- 11.3.13 The PC shall then prepare the final recommendation. Any dissenting opinions from committee members shall be attached to the report.
- 11.3.14 No later than three Days before 31 October, the chair of the PC shall provide the Employee with the final recommendation of the PC. The Employee shall have the right to respond in writing to the chair of the PC. Any response shall be added to the promotion portfolio by the Employee along with the promotion recommendation by 30 October.
- 11.3.15 By 31 October, after the receipt of the final recommendation, the Employee has the right to withdraw the application without prejudice to future applications.
- 11.3.16 Between 1 November and 7 November, the Dean shall forward the promotion portfolio and the confidential comments from the external reviewers to the secretary of the UTPC.

#### **11.4 UTPC Procedures for Promotion**

- 11.4.1 The UTPC shall review the promotion portfolio using the general criteria in Article 11.2.2, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors.
- 11.4.2 Following final review, the UTPC shall decide that the Employee:
- 11.4.2.1 be promoted to the rank of Professor; or
  - 11.4.2.2 be denied promotion to the rank of Professor.
- 11.4.3 The Employee shall be advised in writing, with reasons, of the decision of the UTPC as set forth in Article 11.4.2 above normally no later than 31 January of the Winter Semester.

## 11.5 Appeal of Denial of Promotion

11.5.1 Within twenty one (21) Days of receiving the decision of the UTPC to deny promotion to the rank of Professor as set out in Article 11.4.2.2, the Employee may appeal the decision to deny promotion to the University Appeal Committee (UAC) on one or more of the following grounds:

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

11.5.1.2 Consistency of application of the criteria outlined in Article 11.4.1.

11.5.1.3 The decision of the UTPC conflicts with that of the PC.

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

11.5.2 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 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.

11.5.3 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.

### 11.5.4 The University Appeal Committee

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

#### 11.5.4.1 Membership:

The University Appeal Committee shall consist of:

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

11.5.4.1.2 Three (3) tenured Employees of the University appointed by the Association, one of whom shall serve as a designated alternate. These appointments shall be made prior to the Board's appointments (see below).

11.5.4.1.3 Three (3) tenured Employees of the University appointed by the Board, one of whom shall serve as a designated alternate.

11.5.4.1.4 There shall be no more than one member of the committee from any one faculty/school/area. For the purposes of this article, Counsellors will be considered as associated with the Faculty of Arts and the Library will be considered as a distinct area.

11.5.4.1.5 In the case of an appellant being from the same faculty/school/area as a non-alternate member of the Committee, an alternate will replace that member on the committee for the processing of that appellant's appeal.

11.5.4.1.6 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.

**11.5.4.2 Procedure of the University Appeal Committee**

11.5.4.2.1 Upon receipt of a Notice of Appeal, the President shall notify the appellant's Dean, academic unit Chair, and chair of the UTPC of the appeal.

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

11.5.4.2.3 The University Appeal Committee shall review the recommendation of the UTPC along with all the supporting documentation and shall decide:

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

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

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

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

11.5.7 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 WITH ACADEMIC RANK**

12.1 Recognition and review of Employees' work is both formative and summative process and a Faculty Annual Report will constitute an important part of this process. The Faculty Annual Report shall be submitted to the Dean each year with a copy to the Chair by the first Tuesday in September.

12.1.1 The Faculty Annual Report shall describe activities and achievements 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. For Employees in the Library, the ADC, and Counselling, the Faculty Annual Report shall also provide the opportunity to describe other activities and achievements related to their roles. For Chairs, Associate Deans, and Academic Directors who are members of the MRFA, the Faculty Annual Report shall also provide the opportunity to describe activities, achievements, and plans related to their administrative roles. Permanent and limited- term laboratory instructors please see Article 6.6 and 6.9 for additional information.

12.1.1.1 Employees shall use the online Faculty Annual Reporting System to produce the Faculty Annual Report (see Appendix B).

12.1.1.2 Employees shall electronically attach a current curriculum vitae to the Faculty Annual Report. Employees may use the Faculty Annual Reporting System to produce the CV, or may attach an electronic copy of their own CV.

12.1.1.3 At the end of every third year, Employees on the Teaching-Scholarship-Service work pattern shall attach a scholarship plan to their Faculty Annual Report. The Faculty Reporting System shall keep track of when a scholarship plan is required and shall prompt the Employee to attach one when required. Tenurable Employees shall attach a scholarship plan to the Faculty Annual Report submitted in September of their second academic year, and every third year thereafter. An Employee who has switched from the Teaching-Service to the Teaching-Scholarship-Service work pattern shall attach a scholarship plan to the Faculty Annual Report in the first September that the Employee is on the TSS work pattern, and every third year thereafter.

- 12.1.2 Any additions, modifications, or deletions to the types of information gathered by the Faculty Annual Reporting System and/or reported in the Faculty Annual Report shall be made only through negotiations.
- 12.1.3 Notwithstanding Article 12.1.2, changes related to the functionality of the Faculty Reporting System can be made, subject to approval by both the Association and the University.
- 12.1.4 The University shall maintain and administer the online Faculty Reporting System and its associated processes.
  - 12.1.4.1 The University shall be responsible for the security of the data contained in the Faculty Reporting System.
- 12.1.5 Each year, by 31 January, the Provost and Vice Resident, Academic shall provide the Association with a summary report about what information has been compiled from the Faculty Reporting System for whom and for what purposes.
- 12.1.6 Should an Employee be unable to complete or submit the Faculty Annual Report by the first Tuesday in September as a result of a malfunction in the Faculty Reporting System, the Employee shall submit to the Dean, with a copy to the Chair, a paper version of the Faculty Annual Report containing the required information no later than the second Tuesday in September.

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

- 12.2.1 The performance of Tenurable, Conditional Tenurable and eligible Limited-Term Employees (as defined in Article 4.4.5) shall be reviewed as described in Articles 9 and 10. The Faculty Annual Report, current curriculum vitae and, where appropriate, scholarship plan shall be considered in the performance review and shall also be part of the tenure dossier.
- 12.2.2 When the performance of Tenurable, Conditional Tenurable and eligible Limited-Term Employees is to be reviewed by the Dean (or associate dean, if they are in a non-faculty, management position), hereafter referred to as the Dean, in consultation with the Chair, based on the Faculty Annual Report, current curriculum vitae and, where appropriate, scholarship plan. The review shall focus on the Employee's activities and achievements and future plans as pertinent to the two work patterns or the equivalent in the case of non-instructional Employees.

**12.3 Performance Review of Tenured Employees**

- 12.3.1 The performance of Tenured Employees shall be reviewed annually by the Dean (or associate dean, if they are in a non-faculty, management position), hereafter referred to as the Dean, in consultation with the Chair, based on the Faculty Annual Report, current curriculum vitae and, where appropriate, scholarship plan. The review shall focus on the Employee's activities and achievements from the past year, and may comment on the appropriateness of the Employee's work pattern.
- 12.3.2 The Dean shall review the Faculty Annual Report and shall respond in writing by 15 October. If any revisions are required, the Employee shall revise and resubmit the Faculty Annual Report to the Dean by 31 October. The Dean shall respond to the revisions of the Faculty Annual Report no later than 15 November on which date it will be closed to further revisions.
- 12.3.3 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.

**12.3.3.1 Performance Plan**

- 12.3.3.1.1 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 30 November.

- 12.3.3.1.2 As part of the next year's review process, the Dean and the Chair shall meet with the Employee no later than 30 September to determine whether the Employee has achieved satisfactory performance as outlined in the plan stipulated in Article 12.3.3.1.1.
- 12.3.3.1.3 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.
- 12.3.3.1.4 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.
- 12.3.3.1.5 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 Faculty Annual Reports, current curriculum vitae, scholarship plan (where appropriate) and the performance plan to the Faculty Review Committee for this purpose.

#### 12.3.3.2 The Faculty Review Committee

- 12.3.3.2.1 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 31 October of each academic year.
- 12.3.3.2.2 Following a request from the Dean, the Faculty Review Committee shall review the performance of the Employee, based on the Faculty Annual Reports, current 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 the Employee's performance.
- 12.3.3.2.3 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.

12.3.3.2.4 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 Faculty Annual Report.

12.3.3.2.5 As part of the next year's performance review cycle and not later than 31 October, the Faculty Review Committee shall review the Faculty Annual Report, current 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.

12.3.3.2.6 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.

12.3.3.2.7 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.

12.3.4 If at the end of the full process described in Article 12.3.3 the Employee's performance is determined to be still not satisfactory, then dismissal for just cause may proceed as per Article 4.13.

12.4 Chairs, Associate Deans and Academic Directors may be assigned managerial responsibility only for University Employees who are not covered by this Agreement.

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

### **13.1 Appointments with Academic Rank**

The following salary schedules and salary administration shall apply to all Employees with an academic rank of Assistant Professor, Associate Professor or Professor.

13.1.1 (a) Annual Salary Schedule effective July 1, 2016 – June 30, 2017

<b>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	72,439			1	85,207			1	103,531
2	74,830			2	88,018			2	106,946
3	77,299			3	90,923			3	110,475
4	79,849			4	93,924			4	114,122
5	82,483			5	97,022			5	117,888
6	85,207			6	100,224			6	121,778
7	88,018			7	103,531			7	125,797
8	90,923			8	106,946			8	129,949
9	93,924			9	110,475			9	134,236
10	97,022			10	114,122			10	138,666
11	100,224			11	117,888			11	143,242
Credential I	12	103,531		12	121,778			12	147,968
Credential II	13	106,946		13	125,797			13	152,852
Credential III	14	110,475		14	129,949				
			Credential I						
			Credential II						
			Credential III						
							Credential I		
							Credential II		
							Credential III		

- Credential Level I = Master's degree, Juris Doctor 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





13.1.3.1 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.

13.1.3.1.1 If at the time of granting of tenure and promotion to the rank of Associate Professor there is not an equivalent step on the Associate Professor grid for the Employee to transfer to, the Employee will remain on the Assistant Professor salary grid until annual or credential increments move them to an equivalent step on the Associate Professor grid.

13.1.3.2 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.

#### 13.1.4 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, Juris Doctor 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.

#### 13.1.5 Placement on Step

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

13.1.5.1 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 Assistant Professor grid.

13.1.5.2 One (1) additional step shall be added to the placement for experience for credential level II, as defined in Article 13.1.4.

13.1.5.3 Two (2) additional steps shall be added to the placement for experience for credential level III, as defined in Article 13.1.4.

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.

#### 13.1.6 Credential Increments

Upon attainment of a higher academic credential, as outlined in Article 13.1.4, an Employee shall be moved to the next higher step on the salary grid if the academic credential attained is one level higher than the Employee's current academic credential. If however, the credential level attained is two levels above, the Employee shall be moved up two steps 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.

#### 13.1.7 Annual Increment

Movement to the next higher step on the salary grid, up to the maximum number of steps identified in Article 13.1.4, 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.

#### 13.1.8 Long Service Recognition

##### **As of July 1, 2010**

13.1.8.1 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.

13.1.8.2 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.

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

##### **July 1, 2012 – June 30, 2018**

Based on percentage increases negotiated to the salary grids, the annual base rates for payment of Long Service Amounts shall be as follows:

Dates	% Increase	Long Service 20 Years	Long Service 25 Years (Additional Amount)
July 1, 2012 to December 31, 2012	2.0	3,060	3,060
January 1, 2013 to June 30, 2013	1.0	3,091	3,091
July 1, 2013 to December 31, 2013	1.0	3,122	3,122
January 1, 2014 to June 30, 2014	1.0	3,153	3,153
July 1, 2014 to June 30, 2015	1.8	3,210	3,210
July 1, 2015 to June 30, 2016	2.0	3,275	3,275
July 1, 2016 to June 30, 2017	1.8	3,334	3,334
July 1, 2017 to June 30, 2018	1.8	3,394	3,394

**13.2 Full-time and Limited-term Laboratory Instructor Appointments**

The following salary schedules and salary administration shall apply to all Laboratory Instructors who are either Full-Time Employees or Limited-Term Employees.

**13.2.1(a) Annual Salary Schedule July 1, 2016 – June 30, 2017**

<b>Laboratory L1</b>			
	Step	Salary*	
	1	57,767	
	2	59,674	
	3	61,643	
	4	63,678	
	5	65,780	
Credential I	6	67,950	
Credential II	7	70,192	
		<b>Laboratory L2</b>	
		Step	Salary*
		1	67,950
		2	70,192
		3	72,508
		4	74,900
		5	77,372
	Credential I	6	79,925
	Credential II	7	82,563

Credential I = A first Baccalaureate  
 Credential II = A Master's degree, Juris Doctor, or Doctoral degree

13.2.1(b) Annual Salary Schedule July 1, 2017 – June 30, 2018

<b>Laboratory L1</b>				
	Step	Salary*		
	1	58,808		
	2	60,750		
	3	62,753		
	4	64,825		
	5	66,966		
	6	69,175		
	7	71,456		
			<b>Laboratory L2</b>	
			Step	Salary*
Credential I			1	69,175
Credential II			2	71,456
			3	73,815
			4	76,250
			5	78,766
		Credential I	6	81,364
		Credential II	7	84,050

Credential I = A first Baccalaureate  
 Credential II = A Master's degree, Juris Doctor, or Doctoral degree

13.2.2 Laboratory Instructors L1 shall be placed on the Laboratory L1 salary schedule and Laboratory Instructors L2 shall be placed on the Laboratory L2 salary schedule.

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 two levels of credential placement are:

**Level I** A first Baccalaureate degree.

The maximum grid step attainable by an Employee in credential level I shall be one (1) step below the maxima of all grids.

**Level II** A Master's degree, Juris Doctor, or Doctoral degree.

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 the maxima of all grids.

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

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

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

The maximum initial placement for experience shall be Step 4.

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

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.

**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, shall follow completion of any one year's service with the Board (including Maternity and Parental Leave). This shall take effect on 1 July or 1 January, whichever is closer to the Employee's anniversary date.

**13.3 Contract Appointments**

The following hourly rate schedules and salary administration shall apply to all Employees with contract appointments.

**13.3.1 (a) Hourly Rate Schedule effective July 1, 2016 – June 30, 2017**

Contract Employee Category	Step	Category A	Category B	Category C	Category D	Category E
Lecturer*	1	111.39	114.72	118.19	121.70	125.40
	2	115.88	119.34	122.90	126.59	130.40
	3	120.53	124.09	127.83	131.65	135.62
	4	125.34	129.08	132.94	136.92	141.05
	5	130.38	134.24	138.26	142.38	146.69
	6	135.58	139.60	143.80	148.09	152.56
Librarian	1	38.03	39.18	40.37	41.60	42.81
	2	39.56	40.74	41.98	43.25	44.54
	3	41.15	42.39	43.64	44.98	46.31
	4	42.79	44.08	45.39	46.77	48.17
	5	44.51	45.86	47.20	48.66	50.09
	6	46.27	47.69	49.11	50.57	52.10
Counsellor and Clinical Instructor	1	63.42	65.34	67.28	69.30	71.39
	2	65.96	67.94	69.97	72.07	74.24
	3	68.60	70.64	72.76	74.96	77.21

	4	71.35	73.47	75.67	77.96	80.30
	5	74.21	76.42	78.71	81.07	83.51
	6	77.17	79.47	81.85	84.32	86.86
Credit Music Instructor (One Student)	1	93.72	96.53	99.41	102.39	105.46
	2	97.43	100.39	103.40	106.50	109.69
	3	101.34	104.42	107.55	110.76	114.08
	4	105.42	108.60	111.86	115.19	118.64
	5	109.64	112.94	116.33	119.80	123.39
	6	114.02	117.45	120.98	124.58	128.33
Credit Music Instructor (2-15 Students)	1	103.59	106.69	109.89	113.19	116.57
	2	107.72	110.98	114.28	117.70	121.23
	3	112.05	115.42	118.84	122.42	126.10
	4	116.52	120.03	123.63	127.31	131.15
	5	121.18	124.86	128.56	132.42	136.41
	6	126.03	129.85	133.72	137.71	141.86
Credit Music Instructor (Over 15 Students)	1	111.74	115.11	118.53	122.08	125.75
	2	116.21	119.68	123.25	126.97	130.77
	3	120.86	124.47	128.20	132.03	136.02
	4	125.70	129.45	133.33	137.31	141.48
	5	130.73	134.64	138.67	142.81	147.13
	6	135.97	140.03	144.21	148.52	153.03
Laboratory **	1	49.78	51.28	52.80	54.40	56.00
	2	51.77	53.33	54.92	56.58	58.24
	3	53.83	55.47	57.13	58.85	60.59
	4	55.99	57.70	59.42	61.20	63.00
	5	58.24	60.01	61.79	63.67	65.54
	6	60.58	62.39	64.28	66.21	68.17

\* The lecturer rate shall be paid for the teaching of lectures, tutorials, practica, studios, field work and work terms.

\*\* 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, 2017

Contract Employee Category	Step	Category A	Category B	Category C	Category D	Category E
Lecturer*	1	113.95	117.36	120.91	124.50	128.28
	2	118.54	122.08	125.73	129.50	133.39
	3	123.30	126.95	130.77	134.68	138.74
	4	128.22	132.05	136.00	140.07	144.30
	5	133.37	137.33	141.44	145.65	150.07
	6	138.70	142.81	147.11	151.49	156.07
Librarian	1	38.91	40.08	41.30	42.55	43.79
	2	40.47	41.68	42.95	44.25	45.56
	3	42.09	43.36	44.65	46.01	47.37
	4	43.77	45.09	46.44	47.84	49.28
	5	45.53	46.92	48.29	49.78	51.24
	6	47.33	48.79	50.24	51.74	53.30
Counsellor and Clinical Instructor	1	64.88	66.84	68.83	70.89	73.03
	2	67.47	69.50	71.58	73.73	75.95
	3	70.18	72.26	74.43	76.68	78.98
	4	72.99	75.16	77.41	79.75	82.15
	5	75.92	78.18	80.52	82.94	85.43
	6	78.95	81.29	83.73	86.26	88.85
Credit Music Instructor (One Student)	1	95.87	98.75	101.39	104.74	107.89
	2	99.67	102.70	105.47	108.95	112.21
	3	103.67	106.82	109.71	113.31	116.70
	4	107.84	111.10	114.09	117.84	121.37
	5	112.16	115.53	118.65	122.55	126.23
	6	116.65	120.15	123.40	127.45	131.28



Credit Music Instructor (2-15 Students)	1	105.97	109.14	112.09	115.79	119.25
	2	110.20	113.53	116.56	120.41	124.02
	3	114.62	118.07	121.22	125.23	129.00
	4	119.20	122.79	126.11	130.24	134.16
	5	123.97	127.73	131.13	135.46	139.55
	6	128.93	132.83	136.39	140.88	145.12
Credit Music Instructor (Over 15 Students)	1	114.31	117.76	120.90	124.89	128.64
	2	118.89	122.43	125.72	129.89	133.78
	3	123.64	127.33	130.76	135.06	139.15
	4	128.60	132.42	135.99	140.47	144.73
	5	133.73	137.73	141.45	146.09	150.51
	6	139.10	143.25	147.10	151.93	156.55
Laboratory **	1	50.93	52.46	54.02	55.65	57.29
	2	52.96	54.56	56.18	57.88	59.58
	3	55.07	56.75	58.44	60.20	61.98
	4	57.28	59.03	60.79	62.61	64.45
	5	59.58	61.39	63.21	65.13	67.05
	6	61.97	63.83	65.75	67.73	69.73

\* The lecturer rate shall be paid for the teaching of lectures, tutorials, practica, studios, field work and work terms.

\*\* 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) Sixteen (16) weeks shall be taken as the measure of Lecturer contract appointment work when calculating SICH (e.g. a three hour course shall be calculated at 48 SICH).

13.3.1 (d) Fifteen (15) weeks shall be taken as the measure of laboratory contract appointment work when calculating Lab SICH (e.g. a three hour course shall be calculated at 45 Lab SICH). 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.

### 13.3.2 Initial category placement (Step 1)

At the time of initial appointment, 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 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.

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 Service Increments

An Employee who has satisfactorily completed work as a contract Employee with Mount Royal University, counting from September 1, 1999, shall be moved on the hourly rate schedule as outlined below. A semester of work is either the Fall, Winter, or Spring/Summer semester (maximum of three (3) per year).

Step	Number of Semesters Completed
2 (effective July 1/01)	10
3 (effective July 1/04)	15
4 (effective July 1/08)	20
5 (effective July 1/10)	25
6 (effective July 1/11)	30

13.3.5 Previous full-time or limited-term experience as an Employee at Mount Royal University shall be taken into consideration when determining initial step placement on the hourly rate schedule for contract appointments. The previous experience shall be counted in terms of semesters of work and shall determine step placement in accordance with the semester requirements stipulated in Article 13.3.4.

### 13.3.6 Cancellation Payment

When a course/section has been allocated to a sessional Employee as per Article 4.7 or Article 4.8, and the course/section is subsequently cancelled or reassigned within nine Days of first day of classes, as listed in the University Calendar, of the semester in which it is scheduled to be taught, the Employee shall be paid a cancellation payment of 10% of the value of the cancelled course/section, unless the Employee has been offered another course/section in its place.

## 13.4 Salary Administration - Other

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 13.1.4 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 entitled to a vacation period under Article 15 who are required to work more than ten (10) months in any full year of the Agreement shall be paid, in lieu of vacation, one-tenth (1/10) of their annual salary for each month worked in excess of ten (10) months, or a pro rata share thereof. This clause does not apply to Employees entitled to vacation pay under Article 15.

- 13.4.4 The President of the Association shall be paid his/her annual salary but shall be released from half of the normal departmental duties.
- 13.4.5 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.
- 13.4.6 The Mount Royal Faculty Association has the right to purchase additional release time, subject to University approval, which shall not normally be refused.
- 13.4.7 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 Workload for Full-time Employees**

The workload of Full-time Employees shall be assigned by consultation between the Chair and the Employees 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 Full-time Tenured Employees are eligible to move between the two work patterns, subject to approval of the Dean.

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 approved by the Provost and Vice-President, Academic, after consultation with the Dean and the Chair.
- 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 three hundred and twenty (320) course registrants annually. Exceptions for instructional load above three hundred and twenty (320) 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 Subject to the approval of the Dean, any Employee projected to carry an annual instructional load of at least 384 SICHH shall be eligible to accept one (1) sessional contract in addition to this load. All additional sessional contracts awarded under this Article shall:
  - 14.4.6.1 normally only be awarded for the purposes of addressing unexpected circumstances related to staffing, addressing the lack of qualified, eligible contract faculty, piloting new courses, providing opportunities for Employees where an Academic Unit is otherwise unable to deliver its planned offerings, or fulfilling travel study or field school requirements;
  - 14.4.6.2 require a rationale for the award written by the Employee's Chair and submitted to the Dean in support of the application;

- 14.4.6.3 normally not exceed 64 SICH
- 14.4.6.4 be compensated for in accordance with Article 13.3 Contract Appointments;
- 14.4.6.5 be assigned a grid step based on the Employee's grid placement according to Articles 13.3.4 and 13.3.5; and
- 14.4.6.6 not include compensation for any vacation pay

Under exceptional circumstances, the Dean may approve more than one (1) sessional contract for an Employee in an Academic Year

- 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 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.
- 14.5.5 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.
- 14.5.6 Employees may be required to teach during the third term to meet their annual minimum instructional load, as specified in Article 14.5.1.
- 14.5.7 Subject to the approval of the Dean, any Employee projected to carry an annual instructional load of at least 288 SICH shall be eligible to accept one (1) sessional contract in addition to this load. All additional sessional contracts awarded under this Article shall:
  - 14.5.7.1 normally only be awarded for the purposes of addressing unexpected circumstances related to staffing, addressing the lack of qualified, eligible contract faculty, piloting new

courses, providing opportunities for Employees where an Academic Unit is otherwise unable to deliver its planned offerings, or fulfilling travel study or field school requirements;

14.5.7.2 require a rationale for the award written by the Employee's Chair and submitted to the Dean in support of the application;

14.5.7.3 normally not exceed 64 SICH

14.5.7.4 be compensated for in accordance with Article 13.3 Contract Appointments;

14.5.7.5 be assigned a grid step based on the Employee's grid placement according to Articles 13.3.4 and 13.3.5; and

14.5.7.6 not include compensation for any vacation pay

Under exceptional circumstances, the Dean may approve more than one (1) sessional contract for an Employee in an Academic Year

14.5.8 Both exceptional amounts and the composition of the workload, as established in Articles 14.5.1, 14.5.2, 14.5.5, 14.6 and 14.9, shall be appealable pursuant to Article 14.12.

#### 14.6 **Department Average**

The department instructional load shall be maintained at a weighted average based on a full-time load of 384 SICH annually for all Employees in the TS work pattern and a full-time load of 288 SICH annually for all Employees in the TSS work pattern. Reductions below this level shall be at the approval of the Dean.

The weighted departmental average shall be calculated by multiplying the number of Employees in the department with full-time TS workload by 384; multiplying the number of Employees in the department with full-time TSS workload by 288; adding these two products together, and finally dividing by the total number of Employees with full-time workload (both TS and TSS) in the department.

$$\text{Departmental average} = \frac{(\text{number TS}) * 384 + (\text{number TSS}) * 288}{(\text{total number TS} + \text{TSS})}$$

#### 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 wish to move from the Teaching-Service Pattern to the Teaching-Service-Scholarship Pattern shall submit a written request to the Dean no later than the eighth (8<sup>th</sup>) week of the Fall semester of the academic year before the anticipated move between the work patterns. The Dean shall provide a written response with rationale by the end of the tenth (10<sup>th</sup>) week of the Fall semester.

14.8.2 Tenured Employees who wish to move from the Teaching-Scholarship-Service Pattern to the Teaching-Service Pattern shall submit a written request to the Dean no later than 31 January of the academic year before the anticipated move between the work patterns. The Dean shall provide a written response with rationale by 15 February.

#### 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 15 January 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 January.

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
- Supervision of Honours students and teaching of Directed Readings or Independent Studies courses
- Chair of Academic Program and Policy Committee

14.9.1.3 The Board shall provide annual funding of \$405,000 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 Contract Professional Development Fund as referred to in Article 18.6

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 to 14.3.7 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 Director, 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 contract appointment 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) 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 Instructional Load for Contract Employees**

14.14.1 The instructional load for Lecturers shall not exceed two hundred and forty (240) scheduled instructional course hours (SICH) per semester. Exceptions require the approval of the Dean, following consultation with the Chair of the Academic Unit.

14.14.2 If the instructional load includes lab instruction, see Article 6.3.2 for the calculation of allowable SICH per semester.

14.14.3 The instructional load for contract clinical instructors shall not exceed seven hundred and twenty (720) SICH per academic year. Exceptions require the approval of the Dean, following consultation with the Chair of the Academic Unit.

**14.15 Funding for Contract Opportunities for Service**

The Board shall provide an annual grant of \$20,000 to the Association to support Contract Employees who participate in non-instructional activities. The funding shall be administered by the Association, which shall devise the specific criteria and process for the administration of the funds.

The list of eligible activities shall include, but may not be restricted to, the following:

- 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;
- Association-Board Joint Committees.

At the conclusion of the term of the Agreement, the Association will produce a report and submit it to the Provost and Vice-President, Academic and to the President of the Association.

**ARTICLE 15 - VACATION AND HOLIDAYS**

- 15.1 The normal vacation period for Full-time Employees shall be two consecutive months, which shall be taken between 15 May and 14 August inclusive, 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 Dean.
- 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-rata, 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 contract 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 (working 384 SICR or more), and fixed-term 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) 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 Contract Employees**

16.8.1 Contract Employees shall be eligible for benefits as follows:

16.8.1.1 A Lecturer 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 Lecturer 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 Lecturer'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 Lecturer remains eligible for benefits. If the Lecturer'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 Lecturer 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 Lecturer has been employed by the University as a sessional, continuing, or fixed-term Lecturer 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 Librarian who has had a minimum 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 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 minimum workload per week of twenty-five (25) hours or more, provided the Librarian has been employed by the University as a sessional, continuing, or fixed-term 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 Counsellor or a clinical Instructor whose minimum combined teaching load of clinical and scheduled instructional course hours is ninety-five (95) 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 Counsellor or clinical Instructor carries a minimum combined teaching load of clinical and scheduled instructional course hours of ninety-five (95) 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 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 a minimum of ninety-five (95) or more per semester, provided the Counsellor or clinical Instructor has been employed by the University as a sessional, continuing, or fixed-term 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 Laboratory Instructor who has had a minimum teaching load per semester of two hundred and twenty-five (225) laboratory scheduled instructional course hours (lab SICH) 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 Laboratory Instructor carries a teaching load of 225 lab SICH or more in the third consecutive semester, or where the third (3<sup>rd</sup>) consecutive semester is the Spring or Summer semester, a minimum teaching load of one hundred and twelve and a half (112.5) lab SICH. Providing a Laboratory Instructor's teaching load for future Fall and Winter semesters is a minimum of two hundred and twenty-five (225) Lab SICH, or one hundred and twelve and a half (112.5) lab SICH in either the Spring or Summer session, such Laboratory Instructor remains eligible for benefits. If the Laboratory Instructor's teaching load drops below two hundred and twenty-five (225) lab SICH in either the Fall or Winter semesters, or below one hundred and twelve and a half (112.5) lab SICH in either the Spring or Summer semesters, then eligibility for benefits will cease. Once the Laboratory Instructor regains a minimum teaching load of two hundred and twenty-five (225) lab SICH in either the Fall or Winter semesters, or a teaching load of one hundred and twelve and a half (112.5) lab SICH in either the Spring or Summer session, provided that the Laboratory Instructor has been employed by the University as a sessional Laboratory Instructor within the previous twelve (12) months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.
- 16.8.1.5 When a Lecturer or Laboratory Instructor does not have sufficient scheduled instructional course hours (SICH) to qualify for benefits, then the individual may combine SICH and lab SICH to qualify according to the following table:

<u>SICH (16 week session)</u>	<u>lab SICH (15 week session)</u>
0	225
16	187.5
32	150
48	112.5
64	75
80	37.5
96	0

- 16.8.1.5.1 The table in 16.8.1.5 shall be used for the sole purpose of calculating how SICH and lab SICH can be combined to determine eligibility for benefits.
- 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 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 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 Employees 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 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 Employees who qualified for benefits in the Winter Semester and can produce a 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 Employees who qualified for benefits in the Spring Semester and can produce a 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.
- 16.9 The Benefits Committee, which makes recommendations regarding the University benefits plan, shall include two (2) members of the Association, one (1) representing full-time faculty and one (1) representing contract faculty.

## ARTICLE 17 - LEAVES FROM THE UNIVERSITY

### 17.1 Maternity and 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/or Parental Leave in accordance with the provisions of the Employment Standards Code and Regulations except as otherwise provided below. The Maternity and/or Parental Leave is not to exceed one year in total.
- 17.1.2 For information on Employment Insurance (EI) benefits during Maternity and/or Parental Leave, contact the Benefits and Pension Advisor in the Department of Human Resources.
- 17.1.3 Annual increments for the year in which the leave was taken shall be processed in accordance with Article 13.2.6.
- 17.1.4 Maternity Leave
- 17.1.4.1 The Employee who intends to take maternity leave shall give the Department Chair and Human Resources at least six (6) weeks' notice in writing of the expected date of delivery of the child, specifying the proposed terms of leave.
- 17.1.4.2 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 Department Chair.
- 17.1.4.3 The Employee shall, where possible, give the Department Chair and Human Resources two (2) weeks' notice, in writing of any changes to the original leave request, referred to in Article 17.1.4.1.
- 17.1.4.4 The pregnant Employee is entitled to a period of not more than 15 weeks maternity leave starting at any time during the 12 weeks immediately before the estimated date of delivery.
- 17.1.4.5 An Employee taking maternity leave shall be eligible to receive benefits in accordance with the University's Supplementary Unemployment Benefit (SUB) Plan as agreed upon in 1992. The SUB Plan supplements Employment Insurance (EI) benefits during the maternity leave.
- 17.1.4.6 In order to be eligible to receive benefits under the University's SUB Plan, an Employee must:
- be eligible for a maternity leave in accordance with Article 17.1.1;
  - commence maternity leave prior to or on the date of delivery;
  - apply for and be eligible for Employment Insurance benefits.
- 17.1.4.7 The period of eligibility for the SUB Plan is seventeen (17) weeks.
- 17.1.4.7.1 The SUB Plan provides:
- two (2) weeks of salary at 95% during the EI waiting period; and
  - fifteen (15) weeks of salary at 95% minus any EI benefits
- 17.1.4.7.2 The total amount of the SUB plan payments will be divided evenly over the pay periods during the 17 week period.
- 17.1.4.8 In the event of cancellation of the SUB Plan, should the Employee so elect, the Board shall pay 50% of her regular salary up to a maximum of three (3) consecutive months.
- 17.1.4.9 An Employee who commences maternity leave may continue benefit coverage during

her maternity leave. The payment of benefit premiums shall be shared between the Board and the Employee as per Article 16.2.

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

#### 17.1.5 Parental Leave

- 17.1.5.1 In the case of an Employee who is not the birth mother, s/he shall be entitled to parental leave not to exceed one year, as stipulated in Article 17.1.1.
- 17.1.5.2 The Employee who intends to take parental leave shall give the Department Chair and Human Resources at least six (6) weeks' notice in writing, specifying the proposed terms of the leave, prior to the start of the parental leave, unless in the case of adoption, the child's placement with the adoptive parent was not foreseeable.
- 17.1.5.3 The Department of Human Resources shall assist the Employee in the preparation of the parental leave request. It shall be the responsibility of the Employee to submit this request to the Department Chair.
- 17.1.5.4 The Employee shall, where possible, give the Department Chair and Human Resources two (2) weeks' notice, in writing of any changes to the original leave request, referred to in Article 17.1.5.2.
- 17.1.5.5 An Employee who commences parental leave may continue benefit coverage for the period of parental leave. The payment of benefit premiums shall be shared between the Board and the Employee as per Article 16.2.
- 17.1.5.6 For Employees who are parents of the same child and both are employed by Mount Royal University, the University is not required to grant parental leave to more than one Employee at a time.
- 17.1.5.7 Adoption
- 17.1.5.7.1 An Employee shall be granted up to three (3) Days leave with pay to be present at the proceedings for the adoption of the child.
- 17.1.5.7.2 An Employee taking parental leave as an adoptive parent may be eligible to receive benefits in accordance with the University's Supplementary Unemployment Benefit (SUB) Plan as agreed upon in 1992. The SUB Plan supplements Employment Insurance (EI) benefits during the leave of absence period due to adoption.
- 17.1.5.7.3 In order to be eligible to receive benefits under the SUB Plan, an Employee must:
- be eligible for a parental leave in accordance with Article 17.1.1;
  - commence the parental leave prior to or on the date of placement of the child;
  - apply for and be eligible for Employment Insurance benefits.
- 17.1.5.7.4 The period of eligibility for the SUB plan is in accordance with Article 17.1.4.7.
- 17.1.5.7.5 In the event of cancellation of the SUB Plan, should the Employee so elect, the Board shall pay 50% of his/her regular salary up to a maximum of three (3) consecutive months.



17.1.5.7.6 An Employee who commences parental leave for adoption may continue benefit coverage during the leave. The payment of benefit premiums shall be shared between the Board and the Employee as per Article 16.2.

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

#### 17.1.6 Childbirth Leave

17.1.6.1 An Employee shall be granted four (4) Days leave with pay to attend to the spouse, as defined in Article 1.39, in the event of the birth of their child.

17.1.7 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 Provost and Vice-President, Academic 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) 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) 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 Days;

17.2.3.2 for chronic or persistent illness.

17.2.4 A Contract Employee shall be entitled to full salary during illness for a maximum of four (4) SICH for each sixteen (16) SICH 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 Bereavement and Compassionate Care

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 bereavement leave with pay for a period of seven (7) consecutive Days. Notwithstanding the above, the Dean may grant additional leave when warranted. Such additional leave shall be granted on a case-by-case basis.

17.3.2 Employees who qualify for Compassionate Care Benefits pursuant to the provisions of the Employment Insurance Compassionate Care Benefits plan shall be entitled to a leave of up to 28 weeks from their position at the University.

17.3.2.1 Employees who are absent from their position while on the Employment Insurance Compassionate Care Benefit plan shall retain their right to return to their position either before or at the expiry of the 28 week period, provided the Employee's contract has not expired.

17.3.2.2 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.

#### 17.4 **Sabbatical Leave Committee**

17.4.1 The Sabbatical Leave Committee is responsible for granting annual and fall/winter sabbatical and professional leaves. Normally a maximum of 12 months' consecutive leave shall be granted as Employees are not eligible for a sabbatical or professional leave during the period of return service from another leave.

17.4.2 The Sabbatical Leave Committee shall consist of:

- the Provost and Vice-President, Academic, who shall chair the committee;
- the Dean or Associate Dean of each Faculty or School and the University Librarian;
- one tenured member of the Association appointed for a three-year term by the Executive Board of the Association.
- one representative and one alternate, both of whom shall be tenured, from each Faculty or School and the Library, elected for overlapping three-year terms. The call for nominations shall be made jointly by the President of the University and the President of the Association. The election shall be by secret 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.

#### 17.5 **Four-for-Five Leave Plan**

17.5.1 Application

17.5.1.1 Applications to the Four-for-Five Leave Plan shall no longer be accepted.

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 Canada Revenue Agency 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 Sabbatical 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 deferral 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. An Employee is not eligible for a sabbatical or professional leave during the return period.
- 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 a full-time Tenured Employee to undertake a course of study leading to a degree, normally a Ph.D. or terminal degree, required for professional advancement within the University.
- 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, the Board shall make available no more than the equivalent of one (1) annual professional leave and two (2) professional leaves which are for either the Fall or Winter Semester. For the purpose of calculating the number of leaves granted in an academic year, Fall and Winter Semester leaves shall be counted as one half (1/2) an annual leave.
- 17.6.1.4 A Fall Semester leave shall be for the period 1 July – 31 December. A Winter Semester leave shall be for the period 1 January – 30 June. For both Fall and Winter Semester leaves, the normal vacation period shall be adjusted, in accordance with Article 15.1, so that one month of vacation shall be inside and one month outside the period of the leave.
- 17.6.1.5 An Employee on an annual professional leave, a Fall semester leave or a Winter semester leave shall be paid salary at ninety percent (90%) of the Employee's regular annual salary rate during the leave.
- 17.6.1.6 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., the 90%) does not exceed one hundred and twenty-five percent (125%) of the Employee's regular salary. Plans to augment earned income while on leave shall be declared in the Employee's leave proposal. All earned income, in excess of salary earned while on leave, (i.e., the 90%) must be reported by the Employee to the Employee's Dean and the Sabbatical Leave Committee within thirty (30) calendar days of completion of the professional leave.

**17.6.2 Application**

- 17.6.2.1 The last application for professional leaves shall be in 2018. 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. An Employee is not eligible for a sabbatical leave during the return period. 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 the Chair for a professional leave by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.

### 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 Sabbatical 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 Sabbatical Leave Committee approved but were unable to grant under Article 17.7.

17.6.3.4 A recipient may apply for payroll reallocation to 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) 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 the Canada Revenue Agency.

## 17.7 Sabbatical

### 17.7.1 Definition

17.7.1.1 A sabbatical may be granted to a Tenured Employee to maintain and enhance the Employee's academic and professional competence by providing time free from normal duties for research, scholarly or creative work, or for projects designed to advance teaching effectiveness or professional practice.

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, the Board shall make available no fewer than the equivalent of twenty two (22) annual sabbaticals and nine (9) sabbaticals which are for either the Fall Semester or Winter Semester. For the purpose of calculating the number of sabbaticals granted in an academic year, Fall and Winter Semester sabbaticals shall be counted as one half (1/2) an annual sabbatical. The minimum number of sabbatical leaves available shall be adjusted annually as per the MOU on Sabbatical Leaves.

17.7.1.4 A Fall Semester sabbatical shall be for the period 1 July – 31 December. A Winter Semester sabbatical shall be for the period 1 January – 30 June. For both Fall and Winter Semester sabbaticals, the normal vacation period shall be adjusted, in

accordance with Article 15.1, so that one month of vacation shall be inside and one month outside the period of the sabbatical.

17.7.1.5 An Employee on an annual sabbatical, a Fall semester sabbatical or a Winter semester sabbatical shall be paid salary at ninety percent (90%) of the Employee's regular annual salary rate during the sabbatical.

17.7.1.6 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., the 90%) does not exceed one hundred and twenty-five percent (125%) of the Employee's regular salary. Plans to augment earned income while on leave shall be declared in the Employee's sabbatical proposal. All earned income, in excess of salary earned while on sabbatical, (i.e., the 90%) must be reported by the Employee to the Employee's Dean and the Sabbatical Leave Committee within thirty (30) calendar days of completion of the sabbatical.

17.7.1.7 Article Empty

## 17.7.2 Application

17.7.2.1 Tenured Employees, regardless of work pattern, shall be eligible for an annual sabbatical after six (6) years of full-time service from the date of appointment or from the previous sabbatical, or for a Fall or Winter Semester sabbatical after three (3) years of full-time service from the previous sabbatical. Employees shall apply in the fall of the year prior to the sabbatical leave. Employees are not eligible for a sabbatical leave during the period of return service from another leave.

17.7.2.1.1. The date of appointment shall be the date of appointment to a tenurable or tenured position, except that one (1) or two (2) years credited towards the probationary period for a limited-term or conditional tenurable appointment at Mount Royal University shall be credited as years of service towards the first sabbatical. Normally, years of service at a Universities Canada accredited, or equivalent, institution that have been credited towards the probationary period or used for an appointment with tenure shall not be credited as years of service towards the first sabbatical.

17.7.2.1.2 Years of service towards eligibility for a subsequent sabbatical shall begin to accrue at the end of the previous sabbatical.

17.7.2.1.3 An academic year in which an Employee had leaves of any types totalling less than six (6) months shall be credited as a year of full-time service for sabbatical eligibility.

17.7.2.1.4 An Employee on half-time tenure shall be credited with one-half year of full-time service for sabbatical eligibility for each academic year worked.

17.7.2.2 An Employee granted a sabbatical shall undertake to provide return service upon completion of the sabbatical for a period equal to the length of the sabbatical 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.

17.7.2.3 An Employee not granted a sabbatical shall be eligible to apply for a sabbatical the following year.

- 17.2.2.4 An Employee shall apply to the Chair for a sabbatical by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.
  - 17.2.2.5 If there are fewer acceptable applications than leaves available as per 17.7.1.3 and the MOU on Sabbatical Leaves, a second call for applications shall be made forthwith by the Sabbatical Leave Committee.
  - 17.2.2.6 The University shall report the number of sabbaticals granted and the amount of any funds reallocated to the Association prior to 15 May.
  - 17.2.2.7 The application shall describe the project to be undertaken and the outcomes expected. The applicant must provide evidence that sufficient preparation will have been completed by the time the sabbatical commences. The application shall include an internal or external peer evaluation, the Chair's assessment of the implication for the department, and the Dean's comments on the feasibility of accomplishing the proposed objective, the impact on the department and Faculty and, where applicable, the performance on a previous sabbatical.
- 17.7.3 General
- 17.7.3.1 Sabbaticals may be deferred for several reasons.
    - 17.7.3.1.1 The Sabbatical Leave Committee may defer a sabbatical if there are more acceptable applications than leaves available. If there are more acceptable applications than can be funded in a year, they shall be ordered by time since the last sabbatical and, in the case of equal times, the applications shall be ranked by quality by the Sabbatical Leave Committee.
    - 17.7.3.1.2 Staffing requirements may necessitate that the Dean defer a sabbatical granted by the Sabbatical Leave Committee.
    - 17.7.3.1.3 An Employee may request that the Dean defer a sabbatical due to unforeseen circumstances.
  - 17.7.3.2 A deferred sabbatical shall be held for the Employee for the following year. The deferral year shall be credited as a year of service towards the next sabbatical.
  - 17.7.3.3 Should the Employee not be able to use the deferred sabbatical during the following year, the sabbatical shall be deemed forfeit and a sabbatical of equal length shall be added to the total to be granted for that year.
  - 17.7.3.4 A recipient may apply for payroll reallocation to 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) 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 the Canada Revenue Agency.
  - 17.7.3.5 The Employee shall submit a final report following the sabbatical leave. The report shall refer to the expected outcomes described in the sabbatical application. If outcomes were not achieved or were modified during the leave, the report shall provide an explanation.

- 17.7.3.5.1 The Dean shall review the outcomes of the sabbatical as described in the report under Article 12: Performance Review of Employees with Academic Rank.
- 17.7.3.5.2 The report shall be retained in the Employee's file in the Dean's office. It shall be considered in adjudicating an application for a subsequent sabbatical.

**17.8 Leave of Absence With or Without Pay**

- 17.8.1 The Board, in its sole discretion, may grant a leave of absence with or without pay to an Employee.
- 17.8.2 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.
- 17.8.3 The Employee may elect to pay one hundred percent (100%) of all normal benefits premiums during a Leave of Absence without pay.
- 17.8.4 An Employee granted a leave of absence with or without pay shall retain his/her position and seniority upon return from the leave.

**17.9 Notification of Application for Leave**

- 17.9.1 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) plus the amounts transferred from the Contract Professional Development fund as per Article 18.6.1, by September 1 to be divided between the Academic Units of the University on a per capita basis for the purpose of professional development.

In accordance with the published Guidelines for Assessment of Professional Development Applications, the elected Faculty Development Committees in each Academic Unit shall process funding applications from both Full-time Employees and Contract Employees and verify expenditures once approved.

- 18.2 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 Association shall provide the Board with a report detailing the allocation of the previous year's grant by 31 October.

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, sessional, continuing, and fixed-term Employees (who taught 144 SICH, or equivalent, in the Academic Year) who successfully complete credit courses, or for graduate studies program fees, at any other post-secondary institution.



Funds not used in either pool may be transferred to the other pool. Any unused portion of the grant shall be retained by the Association and shall be added to the pool of funds to be distributed in the following year.

18.3 Article Empty

18.4 An Employee who takes a credit course at Mount Royal University 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 Contract Professional Development

18.6.1 The Board shall maintain a central Contract Professional Development Fund. Funding shall emanate from two (2) separate sources:

18.6.1.1 Unspent funding from List A activities, as per Article 14.9.1.7; and

18.6.1.2 Unspent individual Professional Development Allocation funding, as per Article 18.8.

At the end of each budget year, any unspent amount in this fund, up to thirty-five thousand dollars (\$35,000) shall be carried forward to the next year. Any unspent amount in excess of thirty-five thousand dollars (\$35,000) shall be transferred to the Faculty Development Committees as per Article 18.1.

18.6.2 Requests will be honoured on a first come, first served basis with a maximum of one thousand dollars (\$1000) per year for Contract Employees who teach three (3) or more courses, or equivalent, per Academic Year.

18.6.3 An amount of one thousand dollars (\$1000) annually shall be allocated from this fund to each Employee with a fixed-term appointment.

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

18.6.3.2 Such per capita funding shall be available in an account and all unspent funds shall accumulate for up to four (4) years.

18.6.3.3 If an Employee with a fixed-term appointment 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 this fund.

18.7 Individual Professional Development

The Board shall provide individual professional development funding each Academic Year as follows:

- 18.7.1. \$1,400 to each Tenured, tenurable, Conditional Tenurable and Limited-Term Employee with academic rank.
- 18.7.2. \$700 to each Chair, in addition to the \$1,400 stipulated above, in accordance with Article 27.9.1.
- 18.7.3. \$700 or a prorated amount thereof, to each Associate Dean and Academic Director, in addition to the \$1,400 stipulated above, in accordance with Article 27.9.1.
- 18.7.4. \$1,400 to each Full-Time and Limited-Term Laboratory Instructor.

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

Such individual funding shall be available in an account and all unspent funds shall accumulate for up to four (4) years.

- 18.8 If an Employee leaves the University during the four-year period or has underspent the allocated individual funds at the end of the rolling four-year period, the balance shall be transferred to the Contract Faculty Professional Development Fund as per Article 18.6.1.

## **ARTICLE 19 – INTELLECTUAL PROPERTY**

### **19.1 Principles and Definitions**

- 19.1.1 The University's role is to create, disseminate and ensure public access to knowledge and information. The core nature of the faculty profession is to carry out this role.
- 19.1.2 Copyright shall have the same meaning as in the Copyright Act (Canada), R.S.C. 1985, c. C42, as amended, and as interpreted by the applicable courts.
- 19.1.3 A Work is an original idea or concept fixed in any tangible medium of expression now known or later developed.
- 19.1.4 Scholarship shall have the same meaning as in Article 1.26 and the Addendum on Teaching, Scholarship and Service of this Agreement.
- 19.1.5 Teaching shall have the same meaning as in Article 1.29 and the Addendum on Teaching, Scholarship and Service of this Agreement
- 19.1.6 This Article does not derogate from any user rights, including fair dealing rights, that the University or any Employee may have with respect to any work.

### **19.2 Scholarship and Teaching Works**

- 19.2.1 Employees own the copyright and retain the moral rights to the products of their scholarship, subject to articles 19.5 (Commissioned Works), 19.6 (Third Party Agreements), and 19.7 (Ownership and Multiple Creators of Teaching Works).
- 19.2.2 The University shall not interfere with an Employee's freedom to publish the results of scholarship, except for limitations imposed by duly constituted university research ethics boards.
- 19.2.3 No Employee shall be obliged to engage in the commercial exploitation of his or her scholarship, nor to provide commercial justification for it.
- 19.2.4 Employees own the copyright and retain the moral rights to teaching works, subject to articles 19.4 (University Curriculum and Student Records), 19.5 (Commissioned Works), 19.6 (Third Party Agreements), 19.7 (Ownership and Multiple Creators of Teaching Works), and 19.8 (Previously Existing Works).

19.2.5 Whereas the University and its Employees have a shared obligation to deliver scheduled credit academic courses of instruction to students, the Employee shall grant the University a royalty-free, irrevocable license to use all teaching works, where available, that are required to deliver the course if the Employee is unable to complete his or her duties, so that students are able to complete the credit academic course in the original time frame.

19.2.5.1 Such a license is limited by the following conditions: the teaching work shall be used in its original intended delivery mode; the license shall be limited to the scheduled offering at risk because the Employee is unable to complete his or her duties.

19.2.5.2 Employees are not required to provide the University with all teaching works at the beginning of a course in case they are needed under 19.2.5.

### **19.3 University Administrative Records**

19.3.1 Notwithstanding Articles 19.2.1 and 19.2.4, upon creation the University owns copyright in all works produced while performing management or administrative duties or functions, or constituting the records of the administrative activities of a committee or Academic Unit.

### **19.4 University Curriculum and Student Records**

19.4.1 Notwithstanding Articles 19.2.1 and 19.2.4, upon creation the University owns the copyright in the following teaching works created by Employees: course titles; calendar descriptions; course grades; basic course outlines; and other student records related to instruction and student evaluation, placement and assessment. For the purposes of this Article, a basic course outline shall include, at the minimum, information about the grading scheme, the weighting of assignments, and any textbooks or course packs required.

### **19.5 Commissioned Works**

19.5.1 Notwithstanding Articles 19.2.1 and 19.2.4, where an Employee is specifically commissioned by the University to create a work, that commission shall be recorded in a written agreement, and that agreement shall, at the minimum, define copyright ownership and license terms. The University shall provide the Association with a copy of any such agreement at least one week prior to its signing.

19.5.2 No Employee shall be obliged to enter into any commission agreement that alters or abridges, or has the effect of altering or abridging, the intellectual property rights of the Employee without the Employee's written consent.

### **19.6 Third-Party Agreements**

19.6.1 Notwithstanding Articles 19.2.1 and 19.2.4, if an Employee creates a work under any agreement between the University and a Third Party, copyright ownership and licensing shall be governed by the terms of that agreement. Where the agreement with the Third Party requires the assignment or license of copyright to the Third Party, then the University shall own copyright in any works created by Employees under such agreement in order to fulfill the obligations of that agreement, subject to 19.6.2.

19.6.2 The University shall not enter into any agreement with a Third Party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of an Employee without the Employee's written consent.

19.6.3 No Employee shall be obliged to create a work under an agreement between the University and a Third Party that alters or abridges, or has the effect of altering or abridging, the intellectual property rights of the Employee without the Employee's written consent.

### **19.7 Ownership and Multiple Creators of Teaching Works**

- 19.7.1 Multiple creators shall address respective copyright ownership and license rights, including moral rights, in a written agreement in advance of a teaching work's creation.
- 19.7.2 Where collaborative and iterative development of works is the normal or agreed upon practice in an Academic Unit, all Employees in that unit will be advised of this practice before an Employee engages in the creation of a teaching work. Notwithstanding Articles 19.2.1 and 19.2.4, in such a case all creators shall agree that copyright, including moral rights, in the teaching work created shall be retained by the University, and the Academic Unit shall have the authority to amend, adapt or modify the work as needed.

## **19.8 Previously Existing Teaching Works**

- 19.8.1 Notwithstanding Articles 19.2.1 and 19.2.4, when a work created by an Employee existed prior to this Article 19 coming into force, and it is not reasonably possible to determine the creators, copyright in the work shall be owned by the University.

## **19.9 Clearances**

- 19.9.1 Unless expressly accepted by agreement in writing, the University has no responsibility for obtaining clearances (sufficient permissions for the applicable use) for third-Party works or parts of works. The Employee warrants that the work is original and that the license granted to the University will not involve it in any liability for breach of copyright, breach of trust or defamation.
- 19.9.2 In the event that the University agrees in writing to obtain any such clearances the Employee shall provide the University with an accurate list of clearances and the University shall be responsible for securing the clearances.

## **19.10 Dispute Resolution Process**

- 19.10.1 Disputes between the University and an Employee are subject to the regular grievance process.

## **19.11 Successor and Other Rights**

- 19.11.1 When an Employee leaves the University, ownership, license rights and obligations in any works created by the Employee while employed by the University shall continue and survive as defined here, including any Third Party agreement as defined in this article in 19.6.1.
- 19.11.2 All intellectual property rights and obligations devolve to their owners' heirs and successors.

## **19.12 Patents and Related Intellectual Property**

- 19.12.1 The following clauses apply to inventions, integrated circuits, plant cultivars, trademarks and industrial designs. "Patents and Related Intellectual Property" means any result of intellectual or artistic activity, created by an Employee, that can be owned by a person excluding know how, data and works to which copyright alone attaches.
- 19.12.2 Reference to Employee in this article shall include multiple creators.
- 19.12.3 The discovery of patentable inventions is not a basic purpose of university research, nor is it a condition of support of such research. The Employee shall have no obligation to seek patent protection or to modify research to enhance patentability. However, industrially useful or commercially viable intellectual property is sometimes the result of university scholarly activity. When this is the case, the University encourages Employees to consider, and where appropriate, undertake commercialization of the results of their scholarly activities.
- 19.12.4 The University has the right to be consulted and to approve or disapprove any use of the University's name, facilities, or resources in any commercial arrangement. In some

circumstances, the University may also require that it be a Party to the arrangements as a condition of any use or approval.

19.12.5 The Employee has the right to publish his or her inventions though in certain circumstances there may be a delay in publication.

19.12.5.1 There may be a delay in publication to protect the patentability of intellectual property.

19.12.5.2 Where the intellectual property is the result of a Third Party contract, there may be a delay in publication specified in the contract. Such a delay shall not normally exceed 24 months. The date of termination of the period of confidentiality shall be identified in the written contract.

19.12.6 Employees own the intellectual property rights in any invention, improvement, design or development that they create in the course of their employment even if it was produced with the University's facilities and resources, except in those cases where there is a written contract to the contrary.

19.12.7 Multiple creators shall address ownership and protection of intellectual property in a written agreement in advance of any attempts to commercialize such intellectual property. The written agreement shall also address revenue sharing among multiple creators.

19.12.8 Subject to a mutually acceptable written agreement between the University and the Employee, the University may acquire ownership as a condition of any production, publication, or distribution arrangement and in consideration of its financial and resource investment.

19.12.9 The Employee shall disclose to the University any intellectual property that is covered by the revenue sharing guidelines outlined in 19.12.12 and 19.12.13 when the Employee wants to begin the protection of intellectual property through the patent process. The disclosure is made to the Office of Research Services and copied to the Association. Such disclosure shall be kept confidential by all Parties.

19.12.9.1 Upon disclosure, the University and the Employee shall discuss different commercialization options.

19.12.9.2 The Employee shall decide whether to include the University or its agent in the patent process. Revenue sharing shall apply whether or not the Employee involves the University if the intellectual property is covered by the revenue sharing guidelines as outlined in 19.12.12 and 19.12.13.

19.12.9.3 If the Employee requests the University or its agent's involvement in the patent process, the University shall have the option to participate or not. The University shall notify the Employee in writing of its decision to participate within three months of disclosure.

19.12.9.3.1 Where the University agrees to participate, the Employee agrees to provide full cooperation and assistance in the preparation of the patent application.

19.12.9.3.2 Where the University decides not to participate, the Employee may pursue patent protection on his or her own.

19.12.10 If pursuant to 19.12.9, the Employee does not disclose a potentially patentable discovery subject to revenue sharing guidelines specified in 19.12.12 and 19.12.13, the University shall maintain its rights under this Article.

19.12.11 The Employee is not required to disclose intellectual property that is not covered by the revenue sharing guidelines.

- 19.12.12 Normally, the Employee and the University will share in the net revenues resulting from the commercialization of patentable intellectual property when:
- the costs of the activities giving rise to the property were specifically funded by third-Party contracts with the University;
  - the costs of the activities giving rise to the property were specifically funded by grants from the University's endowments, special purpose funds, or specific budget allocations;
  - the property was created using the specialized research facilities and services of the University, including the University's research laboratories, capital equipment, and technical facilities and services. Specialized facilities and services do not include the use of offices and office equipment, limited office services, personal computers, the library, or other services commonly available to Employees;
  - the University or the University's agent actively participates in protection or commercialization of Intellectual Property, including the development, financing, manufacture, license, and sale of the property.
- 19.12.13 Normally, the University will not share in the net revenues resulting from the commercialization of patentable intellectual property when:
- the Intellectual Property was created without using the University's specialized facilities and services;
  - the Intellectual Property was created in the course of outside professional activities or non-University activities;
  - the Intellectual Property is placed in the public domain or assigned for publication without consideration in the course of the normal dissemination of knowledge in the field;
  - the University has made a prior agreement to forgo revenue sharing.
- 19.12.14 Revenue sharing may apply regardless of whether the Intellectual Property is Employee or University owned.
- 19.12.15 The University's share of revenue from intellectual property covered by revenue sharing guidelines shall depend upon the level of its involvement in the commercialization process. Three broad categories are recognized: commercialization by the Employee which involves the greatest investment of the Employee's time and money and includes commercialization through Employee-established companies; commercialization involving the University; and commercialization through a Third Party. For the purposes of this article, net revenue means any money received as a result of the development or commercial exploitation of the patent, less any expenses incurred to register, develop, exploit or administer the patent.
- 19.12.15.1 Commercialization by the Employee  
Normally the University shall have a share of 25 percent of net revenues over \$75,000.
- 19.12.15.2 Commercialization by the University  
Normally, the University and the Employee shall each have a 50 percent share of net revenues.
- 19.12.15.3 Commercialization by a Third Party  
The University shall have a negotiated share subject to the terms of the agreement with the Third Party. Normally the Employee shall not receive less than a 50 percent share of net revenues.
- 19.12.16 The University's share of revenue shall normally be distributed as follows:
- 1/3 of net revenue shall go to a university-level fund to support research and scholarly activity.
  - 1/3 of net revenue shall go to support research and scholarly activity in the Employee's faculty.
  - 1/3 of net revenue shall go to support university activity.

19.12.16.1 The amount and distribution of such funds shall be reported to the Association annually.

19.12.17 The University will have a royalty-free, non-exclusive right to use and re-use within the University patentable intellectual property which is subject to the revenue sharing guidelines outlined in 19.12.12 and 19.12.13.

## **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 fifteen (15) Days of knowledge of the act causing the grievance, the individual grievor or grievors shall provide written notice of the intent to grieve to the responsible Dean, with a copy to the Association.

20.2.1.1 The Association shall appoint an Association member to represent the interests of the Association, and its members, in the Step 1 proceedings.

20.2.1.2 Within ten (10) Days of filing the written notice as per 20.2.1, one or more meetings shall take place between the grievor, the Dean, the Association representative, and, when appropriate, the grievor's Chair or supervisor. The individuals shall meet with a view to making reasonable attempts to resolve the grievance.

20.2.1.3 If the grievance is not resolved within five (5) Days of the Step 1 meeting(s), then the grievance may be advanced to Step 2 by the Association.

#### **20.2.2 Step 2**

20.2.2.1 When the Association decides to advance a grievance from Step 1 to Step 2, it shall provide written notice of such intention to the Provost and Vice President, Academic within ten (10) Days of the expiration of the five (5) Day period in Article 20.2.1.3.

20.2.2.2 Within five (5) Days of the notice to advance the grievance 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.

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

20.2.2.3.1 When a grievance is commenced at Step 2, the grieving Party shall provide written notice of the intent to grieve to the other Party within fifteen (15) Days of knowledge of the act causing the grievance.

20.2.2.3.2 Within five (5) Days of the notice provided in Article 20.2.2.3.1, the grieving Party shall state the grievance in writing, including the remedy sought, to the other Party.

20.2.2.4 The Provost and Vice President, Academic or designate and the President of the Association or designate shall meet and attempt to resolve the Step 2 grievance. Within fifteen (15) Days of receiving the statement of grievance, they shall render their decision in writing. The decision shall be one of:

20.2.2.4.1 a settlement, in which case the Provost and Vice-President, Academic or designate and the President of the Association or designate shall be jointly responsible for implementing the settlement; or

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

20.2.2.4.3 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 five (5) Days of a recommendation to proceed to Step 3, as outlined in Article 20.2.2.4.2, 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 20.2.2.4.2 and with all 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 a written report to the Provost and Vice-President, Academic and the President of the Association within fifteen (15) 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 be a majority of the committee, or a statement that it is unable to resolve the grievance.

20.2.3.5 Where the 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.

20.2.3.6 Where the Grievance Committee has been unable to resolve the grievance, the grievance shall proceed to Step 4.

**20.2.4 Step 4** Within twenty (20) Days of receipt of a Step 2 report recommending that the grievance proceed to Step 4 or receipt of a Step 3 report that the Grievance Committee has been unable to resolve the grievance, the Association and the Board shall each review the grievance and decide whether or not to proceed to Step 5.

**20.2.5 Step 5** In the case of a Step 4 decision by either the Association or the Board to proceed to Step 5, the grievance shall be referred by either the Association or the Board to an Arbitration Board.

### **20.3 Arbitration Board**

20.3.1 Within seven (7) Days of the grievance being referred to arbitration, each Party will choose whether to use a single arbitrator or an arbitration board to hear the grievance. If the Parties do not agree, then the Parties will use an Arbitration Board.



- 20.3.2 Within ten (10) Days of the decision to appoint a single arbitrator, each Party shall submit to the other Party the names of three (3) candidates for the arbitrator. The two Parties shall review the names and attempt to agree upon the choice of an arbitrator from the names submitted. In the event that an agreement cannot be reached, either Party may apply to the Chair of the Alberta Labour Relations Board for the appointment of an arbitrator.
- 20.3.3 Within ten (10) Days of the decision to appoint an arbitration board, each Party will, appoint a person to act as its nominee to the Arbitration Board, and advise the other Party of such selection. Upon the appointment of the two nominees, the two nominees shall within ten (10) Days appoint a third person, who shall be Chair of the Arbitration Board. 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.
- 20.3.4 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.
- 20.3.5 For the purpose of this article, the term Arbitration Board shall be considered interchangeable with single arbitrator. The Arbitration Board:
- 20.3.5.1 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. The decision of a single arbitrator is the decision. The decision of a three-person arbitration board is majority of the Arbitration Board, but, if there is no majority, the decision of the chair governs.
  - 20.3.5.2 shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations:
  - 20.3.5.3 may accept any oral or written evidence that the Arbitration Board considers proper, whether admissible in a court of law or not;
  - 20.3.5.4 is not bound by the laws of evidence applicable to judicial proceedings;
  - 20.3.5.5 may in any proceeding, award or decision correct any clerical mistake, error or omission;
  - 20.3.5.6 may administer an oath to a person appearing;
  - 20.3.5.7 may summon and enforce the attendance of witnesses in the same manner as a court of record in civil cases;
  - 20.3.5.8 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;
  - 20.3.5.9 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;
  - 20.3.5.10 may authorize any person to do anything that the Arbitration Board may do and to report to the Arbitration Board thereon.

20.3.6 Where an Employee has been suspended pursuant to Article 25, 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 12.3.4 or Article 25, 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.

20.3.8 The costs of the arbitration shall be borne by the Parties as follows:

20.3.8.1 If both Parties agree to a single arbitrator, the costs will be shared equally;

20.3.8.2 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;

20.3.8.3 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.

#### 20.4 **Advancement of Grievance**

Where a 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 20.7, a grievor or the Association may, upon expiry of such time limit, advance the grievance to the next step.

#### 20.5 **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 20.7, such grievance shall be deemed to have been withdrawn.

20.6 Time in this Grievance Procedure shall be computed exclusive of the period from May 15 to August 14. Wherever possible, the parties agree to work expeditiously to resolve grievances during the May 15 to August 14 period.

20.7 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. Commencement of Negotiations

21.1.1 A Party wishing to revise or renew this Agreement shall give written notice of such intention to the other Party no later than 31 October prior to the end of the term of agreement as referred to in Article 3.1.

21.1.2 If notice has been given under Article 21.1.1:

21.1.2.1 The Association and the Board shall engage in Interest-Focused bargaining training, such training to be completed before 15 December following receipt of the notice.

21.1.2.1.1 Depending on the composition of each team and the time elapsed since the previous training, both Parties may waive the training in whole or in part by mutual agreement.

21.1.2.2 Either team may invite other stakeholders, including members of the MRFA Executive Board and members of the Board of Governors, to participate, as appropriate, in the Interest-Focused bargaining training.

21.1.2.3 Both Parties shall produce a Statement of Interests for discussion during negotiation to be exchanged not later than 15 January.

21.1.2.4 The negotiating committees or their nominees shall meet prior to 31 January to:

21.1.2.4.1 set dates for negotiation meetings;

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

21.1.2.4.3 arrange for any preparatory subcommittees to meet to develop ideas or information for the negotiations; and

21.1.2.4.4 arrange for the selection of the mediator contemplated by Article 21.3.3, and make arrangements to ensure the mediator's availability.

## 21.2 Principles of Negotiations

### 21.2.1 The Parties shall:

21.2.1.1 conduct negotiations in an expeditious, efficient and problem solving manner;

21.2.1.2 disclose information to each other necessary to assist the negotiation process;

21.2.1.3 avoid unnecessary expense;

21.2.1.4 schedule blocks of time of four (4) hours each session, during the month of May to maximize the productivity of negotiating sessions;

21.2.1.5 make committee members available for bargaining on agreed upon dates, subject to unavoidable contingencies, but with backup plans to accommodate those contingencies; and

21.2.1.6 schedule meetings, mediations, hearings, reviews of arbitral awards or preparatory activities such that no activity will be required from the Association between 15 June to 14 August, unless the Association agrees to waive this condition.

21.2.2 Both Parties agree to meet between 1 February and 1 May for a period of not less than five (5) Days or their equivalent with a view to arriving at a new Agreement as expeditiously as possible. Wherever possible, Reading Week and Final Exam period will not be used to meet this requirement.

21.2.3 Both Parties shall make the requisite time available. Employees' schedules shall be coordinated wherever possible to ensure that Employees are available to meet.

21.2.4 Dates contained in this Article may be amended by written agreement of the Parties.

21.2.5 Subsequent to the meeting referred to in Article 21.1.2.4, the negotiating committees or their nominees shall meet in accordance with the agreed upon schedule to bargain in good faith and attempt to agree upon the terms of a new Agreement.

- 21.2.6 If, by 31 May, the Parties have been unable to agree upon the terms to be included in a revised Agreement, the Parties shall engage in enhanced mediation.
- 21.2.7 At any time during the bargaining process, should the Parties agree that an item will not benefit from further negotiations or mediation the Parties may agree to place this item on hold, pending its ultimate submission to compulsory binding arbitration.
- 21.2.8 The Board shall provide the Association with funding for reassigned time for the MRFA Negotiating Committee to prepare for and participate in the process of Interest-focused bargaining. No later than 15 September of the academic year in which negotiations take place the MRFA shall notify the Board that this funding is required and the funding:
- 21.2.8.1 shall be equivalent to 240 SICH;
- 21.2.8.2 shall be provided for all rounds of negotiations, with the exception of a limited re-opener that solely addresses a single item;
- 21.2.8.3 shall be provided by the Board to the MRFA no later than 20 Days after receipt of this notification; and
- 21.2.8.4 may be used by MRFA members for reassigned time in either the Fall or Winter semester of the academic year in which negotiations take place.
- 21.2.9 The MRFA shall provide resources equivalent to those provided by the Board under Article 21.2.8 in the Winter semester.
- 21.3 Enhanced Mediation
- 21.3.1 The Parties shall use a one-person process of enhanced mediation in an effort to resolve the items in dispute before resorting to compulsory Binding Arbitration.
- 21.3.2 The Parties shall abide by the following principles for the conduct of enhanced mediation:
- 21.3.2.1 The process shall respect and reinforce the Principles of Negotiations set out in Article 21.2.
- 21.3.2.2 The mediator shall be selected or appointed based on his or her ability to engage in active problem solving mediation, drawing on his or her experience to advance suggestions for possible solutions, and to make all reasonable efforts to assist the Parties to resolve the issues in dispute.
- 21.3.3 Each Party shall submit to the other Party the names of three (3) candidates for the mediator; the Parties shall review the names and select a single mediator from the names submitted. If the Parties are unable to select a single mediator from the names submitted, either Party may apply to the Chair of the Alberta Labour Relations Board for the appointment of a mediator.
- 21.3.4 The Parties shall empower the mediator to establish the procedures to be followed for the mediation, with the exception that such procedures must include opportunities for the Parties to present any arguments and submit any information as may be necessary to resolve the items in dispute.
- 21.3.5 Four (4) weeks before the commencement of the scheduled mediation, the Parties shall provide the mediator with the materials required to conduct the mediation.
- 21.3.6 Each Party shall prepare a written submission that outlines its position on the items in dispute. Copies of the written submissions shall be provided to the mediator and the other Party at least two (2) weeks prior to the commencement date of the mediation.

21.3.7 Prior to commencing the enhanced mediation, each Party shall meet with the mediator to present its outline of the items in dispute. After the presentations, the mediator shall meet with the Parties during the enhanced mediation and make efforts to find mutually agreeable solutions to the issues in dispute.

21.3.8 If the mediator is unable to affect a settlement, the mediator shall issue a written report to the Parties with recommendations for settlement.

21.3.9 The mediator's report shall be delivered to the Parties at the same time and within ten (10) Days from the close of the enhanced mediation.

21.3.10 The mediator's report is not binding on either Party.

21.3.11 If both Parties accept the mediator's recommended terms of settlement, they shall promptly conclude negotiations and execute an agreement pursuant to such terms.

21.3.12 The Parties shall share the cost of the mediator, including all appointment costs if incurred, equally.

21.3.13 If, following enhanced mediation and receipt of the mediator's report and recommendations, the Parties do not enter into a revised Agreement, the Parties shall engage in Compulsory Binding Arbitration.

#### 21.4. Compulsory Binding Arbitration

21.4.1 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.

21.4.2 If following enhanced mediation and receipt of the mediator's report and recommendations, the Parties have not entered into a revised Agreement, either Party may commence compulsory binding arbitration as set out below.

21.4.3 Nothing in this Agreement prevents the Parties agreeing to further facilitation, or mediation.

21.4.4 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.

21.4.5 Unless the Parties otherwise agree, the compulsory binding arbitration hearing shall not commence until:

21.4.5.1 Bargaining has occurred in accordance with the procedures herein and ten (10) Days have passed since receipt of the mediator's report and recommendations;

21.4.5.2 The Agreement has expired;

21.4.5.3 Ratification votes have been held upon revisions to the Agreement mutually agreed upon by the two negotiating committees.

21.4.5.4 Each Party has selected no more than two (2) items and related clauses for submission to compulsory binding arbitration.

21.4.5.4.1 An item is a topic described by a subheading of this Agreement delimited by a single decimal in the numbering scheme.

OR

21.4.5.4.2 A new proposed topic as described in the Statement of Interests submitted by either Party, pursuant to 21.1.2.3.

- 21.4.5.4.3 Related Clauses shall mean any clause of this Agreement that directly references an item as defined in 21.4.5.4
- 21.4.5.5 Upon mutual agreement, either Party may submit more than two items and related clauses.
- 21.4.5.6 Both Parties have had thirty (30) Days of preparation time exclusive of the period 15 June to 14 August.
- 21.4.6 For the purposes of this Article, the term Arbitration Board shall be considered interchangeable with a single arbitrator.
- 21.4.7 Within five (5) Days of a Party being notified under clause Article 21.4.4, each Party will choose whether to use one or three persons for the arbitration process.
- 21.4.8 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.
- 21.4.9 The costs of the arbitration shall be borne by the Parties as follows:
- 21.4.9.1 If both Parties agree to a single arbitrator, the costs will be shared equally;
- 21.4.9.2 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. 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.
- 21.4.10 The process for selecting a single arbitrator shall be as follows:
- 21.4.10.1 Each Party shall submit within ten (10) Days to the other Party the names of three (3) candidates for the arbitrator; and
- 21.4.10.2 The two Parties shall review the names and agree upon the choice of an arbitrator from the names submitted.
- 21.4.10.3 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.
- 21.4.11 The process for selecting a three-person arbitration board shall be as follows:
- 21.4.11.1 Each party will, within ten (10) Days after receiving the notice pursuant to Article 21.4.4, appoint a person to act as its nominee to the Arbitration Board, and advise the other party of such selection.
- 21.4.11.2 Upon the appointment of the two nominees selected pursuant to Article 21.4.11.1 above, the two nominees shall within ten(10) days appoint a third person, who shall be Chair of the Arbitration Board.
- 21.4.11.3 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.
- 21.4.12 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.
- 21.4.13 When an arbitration board has been selected pursuant to Articles 21.4.10 or 21.4.11, the

Chair of the board shall require the parties to submit to the arbitration board within ten (10) Days, a list that identifies the item(s) and related clause(s) in dispute.

21.4.14 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.

21.4.15 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

- i) on the Board and the Association
- ii) the academic staff members who are bound by the Agreement and affected by the award.

21.4.16 The terms of the award shall be included in the terms of the Collective Agreement

21.4.17 If a question arises concerning the award or the implementation of the award of an arbitration board within thirty (30) 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 thirty (30) day period may be extended or waived by the mutual written agreement of the parties.

21.4.18 After thirty (30) Days have elapsed from the date that the Arbitration Board has issued a decision pursuant to Article 21.4.15, and should no question have been raised by either party pursuant to Article 21.4.17, the Arbitration Board shall cease to have power or authority to hear, consider or render any further decision concerning the implementation of its award.

## 21.5. Other

21.5.1 Where terms of a new Agreement have been ratified no later than June 14, the Board of Governors shall convene a joint training seminar no later than August 20. The Provost and Vice-President Academic, the Mount Royal Faculty Association President, the Associate Vice-President Academic, Teaching and Learning, a Human Resources representative, all Deans and Associate Deans, Chairs and Assistants to the Chair are normally expected to attend.

21.5.2 If the terms of a new Agreement are ratified after June 14, the Board of Governors shall convene a joint training seminar no later than ten (10) Days (excluding June 15 to August 14) from the date the terms of a new Agreement have been ratified. The Provost and Vice-President Academic, the Mount Royal Faculty Association President, the Associate Vice-President, Teaching and Learning, a Human Resources representative, all Deans and Associate Deans, Chairs and Assistants to the Chair are normally expected to attend.

21.5.3 The joint training seminar on the administration of the Agreement shall be conducted by the Chair of the Mount Royal Faculty Association Negotiating Committee and the Chair of the Board of Governors Negotiating Committee. In the event that either Chair cannot attend, a designate from their respective negotiating committee who was involved in the negotiations of the current Agreement will conduct the training.

21.5.4 The joint training seminar on the administration of the Agreement shall cover all articles that have been changed and the associated rationale documented on each green sheet.

## **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 shall make reasonable and proper provisions for a safe and healthy workplace environment.

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 they believe 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 contract Employees.

### **22.4 Resources for Contract Employees**

The University shall make reasonable efforts, subject to available resources, to provide 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.



## **ARTICLE 23 – ACADEMIC FREEDOM**

- 23.1 The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in educational institutions is essential to both these purposes in the teaching function of the institution as well as in its scholarship and research.
- 23.2 Academic freedom as a right belongs to the individual faculty member, not the Faculty Association or the University. Academic freedom does not confer legal immunity nor does it diminish the obligation to meet employment duties and responsibilities.
- 23.3 Academic staff shall not be hindered or impeded in any way by the institution or the faculty association from exercising their legal rights as citizens, nor shall they suffer any penalties because of the exercise of such legal rights. Academic members of the community are entitled, regardless of prescribed doctrine, to freedom in designing and carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize the University and the faculty association, and freedom from institutional censorship.
- 23.4 Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.
- 23.5 In exercising the freedom to comment and criticize, academic staff members have a corresponding obligation to use academic freedom in a responsible manner. This implies a recognition of the rights of other members of the academic community and a tolerance of differing points of view.

## **ARTICLE 24 – DIVERSITY AND EQUITY**

- 24.1 The Parties:
- 24.1.1 endorse the principle of equity in employment;
  - 24.1.2 support full access to and inclusion in the workplace; and
  - 24.1.3 agree to cooperate to identify, address and remove barriers to recruitment, selection, hiring, retention and promotion; such barriers to include, but not limited to, the grounds protected by provincial human rights legislation.
- 24.2 The Parties acknowledge that employment equity involves hiring the most suitably qualified candidate considering factors that include qualifications, areas of expertise, teaching responsibilities and academic and professional excellence for any open position while ensuring that the hiring process and the requirements determined for each position are fair and equitable for all persons.
- 24.3 The Parties shall establish a joint diversity and equity committee.
- The committee shall be comprised of:
- Three (3) representatives of the Board; and
  - Three (3) representatives of the Association
- The committee shall select co-Chairs, one of which will be a representative of the Board, one of which will be a representative of the Association.
- The committee shall:
- Collect data based on Employee self-identification that is necessary to determine Employee membership in an identifiable or designated group;
  - Assess barriers, systemic or direct, to employment equity among Employees;
  - Determine the appropriate timing and format of reporting on employment equity matters related to Employees;

- Issue a report on findings to the Presidents of the University and the Association, as well as to the Chair of GFC;
- Establish additional terms of reference and review as required.

The first report of findings shall be issued by June 30, 2017, and thereafter, reports will be issued as determined by the committee.

24.4 All University postings for Employees shall contain a diversity statement that illustrates the University's commitment to supporting and promoting equity in employment.

24.4.1 The University shall prepare hiring committees to ensure they are able to operationalize the diversity statement.

## **ARTICLE 25 – DISCIPLINE**

### **25.1 Right to Have Association Representative Present**

25.1.1 An Employee shall have the right to have a member of the Association Executive present at any meeting that the Employee believes might be the basis of discipline. If a Dean intends to meet with an Employee for disciplinary purposes, the Dean shall:

- 25.1.1.1 notify the Employee and the President of the Association, in writing, of the purpose of the meeting;
- 25.1.1.2 identify the Employee's right to have representation by the Association at the meeting; and
- 25.1.1.3 schedule the meeting, allowing reasonable time for the Employee to arrange Association representation, but avoiding undue delay.

This Article shall not apply to those discussions that are of an operational nature and do not involve discipline.

### **25.2 General Principles**

25.2.1 Both Parties agree that:

- 25.2.1.1 Employees may only be disciplined for just, reasonable, and sufficient cause;
- 25.2.1.2 the Board bears the onus of proving that all disciplinary measures taken are for just, reasonable, and sufficient cause;
- 25.2.1.3 all disciplinary measures shall be fair, reasonable, commensurate with the seriousness of the established violations;
- 25.2.1.4 all disciplinary measures shall be based on the principle of progressive discipline;
- 25.2.1.5 the objective of progressive discipline is corrective in nature; and
- 25.2.1.6 wherever possible, practicable and reasonable, efforts shall be made to resolve issues informally.

### **25.3 Investigations**

25.3.1 A fair, prompt and confidential initial assessment of all allegations shall be conducted by the Board to determine whether or not allegations warrant formal investigation.

- 25.3.2 The Board shall maintain express procedures for the investigation of allegations of misconduct, and shall consult with the Association when it intends to make any substantive changes to such procedures.
- 25.3.3 The investigation of allegations of misconduct shall normally be completed within thirty (30) Days of the date that the Board knew, or ought reasonably to have become aware, of the occurrence of the matter giving rise to the investigation.
- 25.3.4 The Board may place an Employee on leave with pay pending an investigation. Such leave may only occur when the initial assessment in Article 25.3.1 indicates that the nature and seriousness of the allegations warrants the leave with pay. Written reasons for the leave must be provided to the Employee, and copied to the Association, prior to the commencement of the leave. This is an administrative leave and is not disciplinary in nature.

#### **25.4 Non-Disciplinary Situations**

- 25.4.1 An Employee may not be disciplined for violation of a rule, regulation or instruction unless that rule, regulation or instruction has been promulgated, and communicated to the Employee, by the appropriate authority, and does not violate this Agreement.
- 25.4.2 Disability shall not be cause for discipline. If an Employee is disciplined for an incident they claim is a result of medical disability or illness, the Employee shall notify the Association. In such cases, the Board may require that the Employee provide a medical certificate from a physician of their choice substantiating the Employee's claim.

#### **25.5 Discipline Separate from Academic Performance Assessment**

- 25.5.1 Disciplinary processes shall be distinct from academic assessments such as those used in the processes of reappointment, tenure and promotion. Records of disciplinary action placed in an Employee's personnel file as per Article 25 within the past four (4) years, however, shall be included in any application for reappointment, tenure or promotion.
- 25.5.2 Where written allegations triggering a disciplinary investigation directly involve the integrity of the scholarly record under review, the academic assessment process shall be delayed until the completion of the investigation. In cases of tenure, the Employee's contract will be extended by the length of the deferral to allow for completion of the tenure process.
- 25.5.3 Lay-off pursuant to redundancy shall not constitute discipline

#### **25.6 Types of Disciplinary Measures**

- 25.6.1 The only disciplinary measures that may be imposed are:

- a) a letter of warning;
- b) a letter of reprimand;
- c) suspension without pay; or
- d) dismissal for just, reasonable, and sufficient cause

The measures above are normally followed in sequence; however, depending on the seriousness of the infraction, the disciplinary process may commence at any point.

#### **25.7 Letter of Warning and Letter of Reprimand**

- 25.7.1 A written letter of warning shall contain a clear statement of the reasons for taking action, be clearly identified as a disciplinary measure and present suggestions or instructions to resolve or correct the problem. A warning brings the problem to the attention of the Employee and emphasizes the seriousness of the situation.

- 25.7.2 A written reprimand is the next step after a letter of warning. A written letter of reprimand shall state the occurrence and the severity and shall include a statement of any remedial action the Employee is required to take. It shall also remind the Employee that subsequent misconduct of the same order may be grounds for suspension or dismissal.
- 25.7.3 In order to be deemed a letter of warning or a letter of reprimand according to the terms of this Article, the letter shall be so identified.
- 25.7.4 A letter or warning or a letter of reprimand may only be issued by administrative officers designated by the Board who are not themselves members of the Association. Normally these individuals shall be Deans.
- 25.7.5 If the Employee disagrees with the substance of a letter of warning or a letter of reprimand, the Employee may file a written reply which shall be placed in the Employee's personnel file.
- 25.7.6 Failure of an Employee to grieve a letter of reprimand or warning shall not be deemed an admission of the validity of the reprimand or the warning, but the letter of warning or reprimand may be referred to as a step in the progressive discipline process.

## 25.8 **Suspension Without Pay**

- 25.8.1 Suspension without pay is the act of the University in relieving, for cause, some or all of an Employee's duties and privileges without the Employee's consent. Only the President of the University or the Provost and Vice President, Academic may suspend an Employee without pay. If such a suspension is grieved, the grievance shall commence at Step 2 of Article 20.

## 25.9 **Dismissal**

- 25.9.1 Dismissal for cause means the termination of an Employee's appointment by the Board without the Employee's consent. Only the President, in consultation with the Board, may dismiss an Employee. If such a dismissal is grieved, the grievance shall commence at Step 2 of Article 20.

## 25.10 **Discipline Process**

- 25.10.1 Disciplinary measures shall only be imposed after completion of a fair and thorough process, and shall be based on substantiated information.
- 25.10.2 An Employee may be disciplined only in accordance with the provisions of this Article.
- 25.10.3 If, after the conclusion of an investigation as per Article 25.3.3 and based upon a fair and complete review of evidence, the Dean, President or Provost and Vice President, Academic believes that disciplinary measures may be warranted, the Dean, President or Provost and Vice President, Academic shall, normally within five (5) Days of the conclusion of the investigation in Article 25.3.3:
  - 25.10.3.1 provide the Employee and the Association with written notice that the Dean, President or Provost and Vice President, Academic may discipline the Employee; and
  - 25.10.3.2 schedule a meeting with the Employee to discuss the outcome of the investigation and potential disciplinary measures. Such meeting to be in accordance with Article 25.10.5.
- 25.10.4 The Employee may, normally within five (5) Days of receipt of the notice in Article 25.10.3.1, provide a written response to the Dean, President or Provost and Vice President, Academic.
- 25.10.5 If a meeting is scheduled pursuant to Article 25.10.3.2:

- 25.10.5.1 the Dean, President or Provost and Vice President, Academic shall, normally no sooner than eleven (11) Days, and normally not later than twenty (20) Days, after providing the notice required by Article 25.10.3.1, meet with the Employee;
  - 25.10.5.2 the Dean, President or Provost and Vice President, Academic may have an advisor present;
  - 25.10.5.3 the Employee may have a representative from the Association present; and
  - 25.10.5.4 the Parties shall attempt to resolve the matter in a manner satisfactory to all concerned.
- 25.10.6 If the Employee elects not to attend the meeting provided for in Article 25.10.5, the meeting shall be dispensed with and the Dean, President or Provost and Vice President, Academic may immediately impose a disciplinary measure in accordance with 25.10.7.
- 25.10.7 If, after the steps in the disciplinary process as laid out above have been completed, and the Dean, President or Vice President, Academic decides that disciplinary measures are warranted, they shall notify the Employee in writing of the disciplinary decision, including all pertinent details of the incident or incidents; the nature of the offence; and a statement of any remedial action the Employee is required to take including the suspension of duties where applicable. This notice shall be sent, normally within ten (10) Days of the meeting provided for in 25.10.5.1, with a copy to the association. Any measures which are not confirmed in writing in this manner shall not form part of the Employee's personnel file.
- 25.10.8 Upon receipt of the notice given in 25.10.7, any disciplinary measures contained therein shall be grievable in accordance with Article 20.
- 25.10.9 The University shall not introduce into evidence at arbitration any notices of discipline of which the Employee was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in Article 25.10.7.
- 25.10.10 In the case that an allegation is not substantiated, there shall be no record of the allegation or investigation placed in the Employee's personnel file. All records of the allegation and investigation shall be stored securely in Human Resources and destroyed after four (4) years.
- 25.10.11 The record of disciplinary measures, a summary of the investigative report, and the Employee's response(s) will be kept in the Employee's personnel file in Human Resources. The record will be removed from the Employee's file and destroyed after four (4) years provided that no subsequent allegation of similar misconduct has been confirmed or is under investigation.

## **ARTICLE 26 – PERSONNEL FILE**

### **26. Personnel File**

- 26.1 The official Personnel File has three parts:
- 1) a file within a locked cabinet within the appropriate Dean/Director office; and
  - 2) a file housed within the Department of Human Resources; and
  - 3) the University's electronic copies of the Employee's Faculty Annual Report(s), curriculum vitae and scholarship plans, and the comments by the Dean on the Faculty Annual Reports(s).
- 26.2 During normal working hours, and in the presence of a staff Employee, every Employee or their duly designated representatives have the right of access to their entire Personnel File and to obtain copies of all material in their individual files.
- 26.3 No anonymous material shall be retained in the Personnel File with the exception of student evaluation of instruction results.
- 26.4 Information in an Employee's Personnel File shall be confidential and available only to authorized

persons as per 26.5 on a need-to-know basis. Any person or committee who for purposes of this Agreement may have access to information contained in the Personnel File shall be bound by the ordinary rules of confidentiality.

- 26.5 Contents of the File shall only be made available as required:
- a) in a grievance and arbitration procedure;
  - b) at the request of the individual;
  - c) as required by law;
  - d) for disciplinary purposes as per Article 25;
  - e) for the purposes of hiring, tenure or promotion.
- 26.6 Any written communication related to Employee conduct issues or performance concerns (other than those covered under Article 12 — Performance Review of Employees) is to contain a date that the documentation will be removed from the file(s). The maximum date specified shall be seven (7) years after the resolution of the issue.
- 26.7 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 Provost and Vice-President, Academic and copied to Human Resources. The Employee shall receive written notification that their request has been considered and what action, if any, has been taken within thirty (30) Days of the request being submitted.

## **ARTICLE 27 – CHAIRS, ASSOCIATE DEANS, AND ACADEMIC DIRECTORS**

### **27.1 Appointment**

- 27.1.1 The term of appointment for a Chair, Associate Dean, or Academic Director shall normally be for five (5) years. An incumbent shall be eligible to apply for a second term as part of the regular selection and appointment process. Normally an individual shall not be eligible to serve more than two (2) consecutive terms.
- 27.1.2 Candidates for appointment as Chair and Associate Dean shall be Tenured Employees. Candidates for Academic Director shall be full time Employees. Exceptions require the approval of the Provost and Vice-President Academic after consultation with the Dean and the Employees of the relevant Academic Unit(s).
- 27.1.3 Not more than eighteen (18) months, but not less than six (6) months, prior to the expiration of a term or upon the creation of a new position, the Dean shall form a selection committee for the appointment of a Chair, Associate Dean, or Academic Director.

The role of the selection committee for the appointment of a Chair, Associate Dean or Academic Director shall be to advise the Dean or Associate Vice-President on a recommendation to the Provost and Vice-President Academic, who makes the appointment. Any dissenting views shall be conveyed with the recommendation.

- a. For Chair selection committees, the membership shall be:
  - The Dean, as chair of the committee
  - Two (2) Tenured, Tenurable, or Limited-term Employees, elected by the Tenured, Tenurable and Limited-term Employees of the Academic Unit
  - One (1) Chair or former Chair from another Academic Unit, appointed by the Dean
  - One (1) contract Employee, elected by the contract Employees of the Academic Unit
  - Up to one (1) non-academic staff representative from within the Faculty, appointed by the Dean
- b. For Associate Dean selection committees, the membership shall be:
  - The Dean, as chair of the committee
  - One (1) Chair from the Faculty, elected by the Chairs in the Faculty

- Two Tenured, Tenurable or Limited-term Employees, elected by the Tenured, Tenurable or Limited-term Employees in the Faculty
  - One additional member, appointed by the Dean
- c. For Academic Director selection committees, the membership shall be:
- The Dean, as chair of the committee
  - One (1) Dean, Chair, or Academic Director, appointed by the Dean
  - Three (3) Tenured, Tenurable or Limited-term Employees from the appropriate Academic Unit(s) as determined by the Provost and Vice-President Academic or designate, two (2) to be appointed by the Provost and Vice-President Academic and one (1) by the MRFA
- d. Quorum for a selection committee shall be four (4) members, including the Dean.
- 27.1.4 Should no applicant emerge in any search process, the Provost and Vice-President, Academic will appoint a person in consultation with the Dean and members of the Employees of the Academic Unit(s).
- 27.1.5 In the case of a sudden vacancy, the Provost and Vice-President Academic may appoint an Acting Chair, Acting Associate Dean, or Acting Academic Director for a term not longer than one (1) year to fill the administrative role without convening a selection committee.
- 27.1.6 During an absence greater than three (3) working Days (outside the Chair's vacation period), the Chair will normally appoint an Acting Chair from the Full-time Tenured Employees in the Academic Unit or from among other Chairs in the faculty, subject to approval by the Dean.
- 27.2 Workload**
- 27.2.1 The workload of a Chair, Associate Dean or Academic Director shall be assigned annually by the Dean after consultation with the Employee. The scope of administrative, teaching, scholarship and service responsibilities shall be specified in writing.
- 27.2.2 Chairs, Associate Deans and Academic Directors 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 shall be communicated to the Academic Unit.
- 27.2.3 Chairs, Associate Deans and Academic Directors shall normally teach an average of at least one (1) credit course per year. In exceptional circumstances, Chairs, Associate Deans and Academic Directors may not be required to teach.
- 27.2.4 Annual Reassigned Time
- To carry out administrative responsibilities, a Chair, Associate Dean, or Academic Director shall receive no less than 192 SICH reassigned time, normally to a maximum of 336 SICH for TS faculty and 240 for TSS faculty. The scope and complexity of administrative responsibilities shall be considered in determining the reassigned time. If the administrative responsibilities exceed the available SICH, the Dean may consider appointing an Assistant to the Chair or arrange the sharing of roles.
- 27.2.5 Chairs, Associate Deans and Academic Directors shall not be appointed as, or perform the duties of, an Acting Dean during a Dean's absence.
- 27.2.6 Chairs, Associate Deans and Academic Directors shall have access to the Workload Appeal procedures defined in Article 14.12.
- 27.3 The Chair shall evaluate the teaching of any individual in a Management position who teaches in the department pursuant to the process used for all other instructors. To avoid conflicts of interest in direct

reporting relationships, teaching performance concerns should be directed to the Provost and Vice-President, Academic.

27.4 An Associate Dean will not normally attend Academic Unit meetings, sit on Academic Unit committees, nor serve as an Academic Unit representative on other committees.

**27.5 Stipends**

**27.5.1 Chairs' Stipend**

Chairs' remuneration shall be added to their annual salary and paid over twenty-four (24) pay periods as per the table below. Percentage increases negotiated to the salary grids shall be applied to the Chairs' remuneration. After three (3) years of continuous service, an additional remuneration per year shall be paid to Chairs during their fourth (4th) and subsequent years. Chairs shall be entitled to a stipend as outlined below:

Dates	Up to 3 Years of Service	After 3 Years of Chair Service (Additional Amount)
July 1, 2016 – June 30, 2017	\$8,444	\$2,779
July 1, 2017	\$8,596	\$2,830

**27.5.2 Associate Deans' and Academic Directors' Stipend**

Associate Deans' and Academic Directors' remuneration shall be 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 Associate Deans' and Academic Directors' remuneration. After three (3) years of continuous service, an additional remuneration per year shall be paid to Associate Deans and Academic Directors during their fourth (4th) and subsequent years.

Associate Deans and Academic Directors shall be entitled to a stipend as outlined below. The stipend will be prorated for Associate Deans and Academic Directors according to the scope of activity.

Dates	Up to 3 Years of Service	After 3 Years of Associate Dean/Academic Director Service (Additional Amount)
July 1, 2016 – June 30, 2017	\$8,444	\$2,779
July 1, 2017	\$8,596	\$2,830

**27.6 Administrative Leave and Chair's Sabbatical**

**27.6.1 Administrative Leave**

After a Chair, completes at least five (5) consecutive years of service, the Chair shall be eligible for an administrative leave for either Fall (15 August to 1 January) or Winter (1 January to 1 May).

After an Associate Dean or an Academic Director completes at least five (5) consecutive years of service, the Associate Dean or Academic Director shall be eligible for an administrative leave equal to one-half of the yearly reassigned time they received in one year of their time as Associate Dean or Academic Director.

An administrative leave provides time to re-establish or enhance teaching or research skills or both in preparation for return to a regular faculty workload. The time required for this is independent of the number of terms served. During an administrative leave the Employee shall not be required to participate in university activities or service.

Application for an administrative leave may be made during the fifth (5<sup>th</sup>) year of service, or in any subsequent year, by applying to his/her Dean by the second (2<sup>nd</sup>) Friday in October. The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, requires the approval of the Dean. The decision of the Dean may be



appealed to the Sabbatical Leave Committee.

An Employee on an administrative leave shall be paid salary at one-hundred percent (100%) of the Employee's regular annual salary rate.

The period of time on an administrative leave counts towards years of service for sabbatical eligibility as do the years of service as a Chair, Associate Dean or Academic Director.

#### 27.6.2 Chair's Sabbatical

A Chair who began a second five-year term no later than June 30, 2014 shall be eligible for a one-year Chair's sabbatical to undertake an acceptable plan of activities, designed to improve professional competence. Application for a Chair's sabbatical may be made during the tenth (10<sup>th</sup>) year of service as a Chair, or in any subsequent year. The Chair shall apply to the Dean by the second (2<sup>nd</sup>) Friday in October.

The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, requires the approval of the Dean. The decision of the Dean may be appealed to the Sabbatical Leave Committee.

An Employee on a Chair's sabbatical shall be paid salary at one-hundred percent (100%) of the Employee's regular annual salary rate.

A Chair's sabbatical will be covered by those provisions in Article 17.7.3

The period of time on a Chair's sabbatical counts towards years of service for sabbatical eligibility as do the years of service as a Chair.

The Employee 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.

### 27.7 Performance Review

#### 27.7.1 Annual Performance Review

The performance of a Chair, Associate Dean, or Academic Director shall be reviewed annually by the Dean, in consultation with the incumbent, based on the Faculty Annual Report, current curriculum vitae, and where appropriate, scholarship plan. The review shall focus on the past year's activities, achievements and future plans as pertinent to the work pattern.

The Dean shall review the Annual Report and shall respond in writing by 15 October. If any revisions are required, the Employee shall revise and resubmit the Annual Report to the Dean by 31 October. The Dean shall respond to the revisions of the Annual Report no later than 15 November on which date it will be closed to further revisions.

The Dean, Chair, Associate Dean or Academic Director may request solicit feedback on administrative performance from members of an Academic Unit or other group served by the Chair, Associate Dean or Academic Director, or other individuals with direct knowledge of the performance, as deemed appropriate by the Dean by 30 September.

If the Dean's assessment indicates that the administrative performance is unsatisfactory, the Dean may request a meeting with a Chair, Associate Dean, or Academic Director and may:

- develop a performance plan in consultation with the Chair, Associate Dean, or Academic Director to explore different options to improve the performance of the Employee which describes goals and strategies to achieve desired outcomes
- recommend to the Provost and Vice-President, Academic that the administrative appointment be terminated.

If the Dean's assessment indicates that the academic performance is unsatisfactory, the Dean shall follow the process outlined in Article 12.3.3.

#### 27.7.2 Comprehensive Mid-term Review

The Dean may conduct a comprehensive mid-term evaluation of the administrative performance of a Chair, Associate Dean, or Academic Director in the third (3<sup>rd</sup>) year of the administrative appointment.

The Dean and/or Chair, Associate Dean or Academic Director may request solicit feedback on administrative performance from Employees of an Academic Unit or other group served by the Chair, Associate Dean or Academic Director, or other individuals with direct knowledge of the performance, as deemed appropriate by the Dean.

If in a comprehensive mid-term review process, the Dean's assessment indicates that administrative performance is unsatisfactory, the Dean shall either:

- develop a performance plan in consultation with the Chair, Associate Dean, or Academic Director to explore different options to improve the performance of the Employee which describes goals and strategies to achieve desired outcomes or
- recommend to the Provost and Vice-President, Academic that the administrative appointment be terminated.

### 27.8 Termination of the Administrative Appointment

An administrative appointment as Chair, Associate Dean, or Academic Director may be terminated at any time for reason of unsatisfactory performance by the Provost and Vice-President Academic by providing written notice. This termination shall have no bearing on the Employee's tenured appointment. The Employee is not entitled to any other termination provision outlined in the Agreement.

An administrative appointment as Chair, Associate Dean, or Academic Director may be abolished at any time for reasons of redundancy or other decision of the employer, by the Provost and Vice-President Academic by providing written notice. The Employee is not entitled to any other termination provision outlined in the Agreement. The Employee shall be entitled to 48 SICH of reassigned time per year of the appointment completed, up to a maximum of 144 SICH for TSS faculty or 192 SICH for TS faculty, to be used before the end of the following academic year, to provide time to re-establish or enhance teaching and, where appropriate, research skills in preparation for return to a regular faculty workload. This reassigned time shall be in addition to any administrative leave to which they are entitled.

### 27.9 Professional Development

#### 27.9.1 Chair, Associate Dean and Academic Director Professional Development Allotment

The Board shall annually provide seven hundred (\$700) dollars for each Chair, Associate Dean and Academic Director to be used for professional development purposes. The stipend shall be prorated for Associate Deans and Academic Directors according to the scope of activity. When the Provost and Vice-President Academic appoints an Acting Chair, Acting Associate Dean, or Acting Academic Director, that individual shall be entitled to the professional development amount, prorated for the term of service.

#### 27.9.2 Chair Support Program

To promote and support the training and professional development of Chairs and to provide an ongoing resource for Chairs, the Board shall make available each academic year to a current or former Chair, no

less than 96 SICH and no more than 144 SICH of reassigned time in order to lead a Chair Support Program (reassigned time will be commensurate with activities undertaken and approved by the Provost and Vice-President, Academic). Any unused funds will be allocated to support Chair Support Program activities as proposed by the coordinator and approved by the Provost and Vice-President Academic.

## **ARTICLE 28 - EVALUATION OF TEACHING**

- 28.1 Teaching evaluation shall be as comprehensive as possible, given the information available, and shall serve both a formative and summative function.
- 28.2 Teaching evaluation shall conform with the Agreement and processes, criteria and instruments (e.g. student evaluations of instruction, Chair evaluation forms, peer evaluation forms) established in academic governance forums.
- 28.3 Employees shall be informed by the Chair of any student complaints with respect to their teaching and given an opportunity to respond before any action is taken.

### **28.4 Student Evaluation of Instruction**

28.4.1 The University will conduct student evaluation of instruction as follows:

- Tenured Employees: at least one (1) per semester
- Tenurable, Conditional Tenurable, and Limited-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Fixed-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Continuing Employees: at least one (1) per semester and any course taught for the first time
- Reappointed Sessional Employees: at least one (1) per semester and any course taught for the first time
- Initial Sessional Employees: one (1) for each course taught in the first semester
- Permanent Lab Instructors: at least one (1) in each of the Fall and Winter semesters
- Probationary and Limited Term Lab Instructors: two (2) in each of the Fall and Winter semesters
- Continuing Clinical Instructor: at least one (1) per semester and any course taught for the first time

An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.

The number of required student evaluations of instruction may be amended as part of the processes in 4.8.8 and 12.3.3.

- 28.4.2 Employees, in consultation with the Chair and the Office of Institutional Analysis and Planning, will choose the timing of the student evaluation of instruction with a view to afford students in a course scheduled for evaluation with a reasonable opportunity to respond within pre-set windows of opportunity.
- 28.4.3 Within ten (10) Days of receiving the results, Employees shall have the opportunity to provide written responses to student evaluations of instruction to help contextualize the evaluations. Written responses may address, but are not restricted to:
- Patterns in student evaluation results;
  - Representativeness of the sample;
  - Size, type and level of course taught;
  - Nature of course material;
  - Nature of course delivery;
  - Number of new course preparations;
  - Pedagogical innovation;

- Availability of students for consultation.

28.4.4 Employees, through the Chair and with the approval of the Dean, may request that discriminatory and vexatious comments be deleted.

28.4.5 The Association will be consulted on any changes being made to the student evaluation of instruction instrument prior to changes being made.

## 28.5 Peer Evaluation

28.5.1 Peer evaluation of instruction will occur as follows:

- Tenurable, Conditional Tenurable, and Limited-term Employees: as per the Tenure and Promotion Guidelines
- Fixed-term Employees: one (1) in the first year of the appointment
- Continuing Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Reappointed Sessional Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Initial Sessional Employees: one (1) during the first semester of appointment, conducted by the Chair
- Probationary and Limited-Term Lab Instructor: one (1) evaluation by the Chair in the Fall semester and one (1) evaluation by a Tenured Employees of the Academic Unit who is not a member of the Laboratory Instructor Steering Committee in the Winter
- Continuing Clinical Instructor: at least one (1) every thirty-six (36) months

An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.

The number of required peer evaluations may be amended as part of the processes in 4.8.8 and 12.3.3.

28.5.2 Employees shall select the evaluator, subject to approval by the Chair. Evaluators shall be Tenured Employees.

28.5.3 Evaluators must take training prior to completing evaluations. Exceptions based on a reasonable explanation may be approved by the Dean.

28.5.4 Before accepting the request, the evaluator shall confirm that no conflict of interest, as outlined in 9.4.3, exists.

28.5.5 Within ten (10) Days of receiving the evaluation, Employees shall have the opportunity to submit additional material in order to help contextualize the evaluation. This material may include, but is not restricted to:

- Statement of a teaching philosophy;
- Instructional materials, including syllabi and course materials;
- Description of teaching contributions that are not evaluated by student evaluations of instruction;
- Contributions in pedagogical development and innovation;
- Written responses to student evaluations of instruction;
- Scholarship related to teaching;
- Awards.

28.5.6 Where it is an evaluation to be conducted by a Chair, the Chair may name a tenured designate to complete the evaluation. In the case of a Chair evaluation of a Probationary or Limited-Term Laboratory Instructor, the designate shall be either tenured or a permanent Laboratory Instructor (L2).

## **ARTICLE 29 – MANAGEMENT RIGHTS**

- 29.1 The Board retains all rights, powers, privileges, obligation, and authority vested in it by law, excepting only those that are lawfully, clearly, and specially relinquished or restricted in this Agreement.
- 29.2 All management rights relating to the Agreement shall be exercised by the Board in a fair and reasonable manner.

## **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:

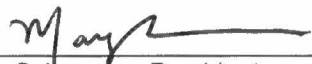
- Participation in department, faculty and institutional governance
- Selection, support, development and evaluation of colleagues
- Appropriate student support including mentoring
- Development and application of academic policies
- Creation, development, evaluation and revision of academic programs
- 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:   
B. Pinney, Chair  
Board of Governors  
Mount Royal University

Per:   
M. Schroeder, President  
Mount Royal Faculty Association

Per:   
D. Docherty, President  
Mount Royal University

Per:   
Lee Easton, Chair  
Mount Royal Faculty Association's  
Negotiating Committee

September 22, 2016  
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 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 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 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 REPORTING SYSTEM, FACULTY ANNUAL REPORT AND SCHOLARSHIP PLAN

The online Faculty Reporting System and instructions can be found at <http://annualreports.mtroyal.ca>.

The Faculty Reporting System Faculty Reporting System is primarily a mechanism to record and recognize faculty activities and achievements and to produce the Faculty Annual Report for the purposes of annual review by the Chair and Dean. The Faculty Annual Report 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 completed Faculty Annual Report electronically for review. The faculty member may use the report for other purposes such as internal or external funding applications. In addition, some information gathered in the Faculty Reporting System will be collated in an aggregate form and used for the purposes of mandatory reporting to government and external agencies.

#### General Information, Work and Achievements

General information, work and activities shall be recorded in four main areas:

Profile  
Teaching  
Scholarship  
Service

See the Addendum on Teaching, Scholarship, and Service for more detail.

## 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 Agreement

The Parties agree that there is a need for a joint committee for the review and interpretation of the 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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**Name of Committee:** Joint Committee for the Review and Interpretation of the Collective Agreement

**Sponsors:** MRFA and MRU Board of Governors  
Represented by the President of the MRFA and the Provost and Vice-President, Academic

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**Purpose:** To interpret the Agreement cooperatively and with an interest focused approach.

**Background:** 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 Agreement. In as much as the Agreement is bargained in good faith and intent, there remains the possibility of misunderstanding or lack of clarity regarding certain elements of the Agreement. The Parties have agreed to create a Joint Committee to interpret the Agreement as required.

**Authority:**

- Advise the Board and/or the MRFA regarding interpretation of the Agreement.
- May authoritatively interpret the 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.
- Does not have the power to amend the Agreement, although it may make recommendations to the Parties.
- Shall not consider disputes that are the subject of appeal or grievance or that have been submitted to arbitration.
- Shall not preclude informal meetings between representatives of the University and the Association.
- Review University policies for impact on the Agreement when jointly referred by the sponsors.
- May be requested jointly by the negotiating committees to address a particular project for consideration through a Agreement MOU.

**Membership:**

- Shall consist of three appointees each from the MRFA and the Board.

- To the extent possible, the membership shall include one member from 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 at least once per semester and more often as necessary. Either co-Chair may call a meeting on seven (7) 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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Ariane Tennant  
Board of Governors'  
Negotiating Committee



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Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

September 22, 2016  
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 Grid in effect on July 1, 2010 to the 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. The Schedule of Payments for each affected step and category is appended to this Memorandum of Understanding.
4. All affected faculty were identified prior to 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			
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.
10. Faculty who were identified prior to September 24, 2010 as specified in #4 above and who were on Grid Steps D1, D2, E1 and E2 of the Grid in effect on July 1, 2010, shall be placed one additional step higher on the appropriate grid, effective July 1, 2012. These categories (E1, E2, D1, D2) shall be removed from the Payment Schedule.
11. Effective July 1, 2012, there shall be no further adjustments made with respect to anomalies that may be identified in the future regarding the transfer from the Grid in effect on July 1, 2010 to the Grid in effect on January 1, 2011.

  
 Ariane Tennant  
 Board of Governors'  
 Negotiating Committee

  
 Lee Easton  
 Mount Royal Faculty Association's  
 Negotiating Committee

September 22, 2016  
 Date

## MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

### Regarding Application of the Collective Agreement to Employees working in the Academic Development Centre

Employees in the Academic Development Centre do not have a Chair and many of the Chair's administrative duties are performed by the Director of the Academic Development Centre. The Chair's responsibilities for workload assignment are reallocated to the Director in Article 14.10 – Workload of Counsellors, Educational Developers and Librarians.

Both Parties agree that all other references to Chair in this Agreement shall be replaced by the Director of the Academic Development Centre for Employees in the Academic Development Centre, with the exception of those listed below. The Faculty Team Coordinator is a Tenured Employee working in the Academic Development Centre who shares responsibility with the Director in procedures requiring the participation of a member of the Association.

Both Parties further agree that the allocation of duties in this Agreement shall be interpreted as detailed in the document Reallocation of Chair Duties in ADC. This document shall be available from Human Resources to the following:

- Employees of the Academic Development Centre
- Director of the Academic Development Centre
- Associate Vice-President, Teaching and Learning (the administrator equivalent to a Dean)
- Provost and Vice-President, Academic
- President of the MRFA

Editorial changes to the document Reallocation of Chair Duties in ADC are to be made by Human Resources.

#### Article 4.3 – Full-time Appointment Procedures

The composition of the selection committee specified in Article 4.3.4 shall be modified for a full-time appointment in the Academic Development Centre as follows:

4.3.4.1 and 4.3.4.3 the Director, who shall chair the committee;

4.3.4.2 There shall be three Employees, at least two of whom shall be tenured, normally including the Faculty Team Coordinator.

#### Article 4.12 – Termination of Tenurable and Conditional Tenurable Employees

In Article 4.12.2, The Dean shall consult with the Director and an Employee named by the Employees in the Academic Development Centre, normally the Faculty Team Coordinator, in place of the Chair.

#### Article 9.1 – Academic Unit Tenure Committee

The Faculty Team Coordinator shall replace the Chair on the Tenure and Promotion Committee.

#### Article 10 - Tenure

The Director of the Academic Development Centre shall make a written submission, hereafter referred to as the Director's report, as part of the following processes:

- the annual tenure evaluation (Article 10.4.4);
- the mid-term tenure evaluation (Article 10.5.4); and
- the final tenure review and recommendation (Article 10.7.3).

The Director's report shall be included in the tenure dossier and shall be considered by the TC along with the other

evidence in the dossier.

Where remedial measures are recommended as a result of the annual tenure evaluation (Articles 10.4.12.3 and 10.4.12.4) or the midterm tenure evaluation (Article 10.5.10.2), the Dean shall develop such measures in consultation with the Director and an Employee named by the Employees in the Academic Development Centre, normally the Faculty Team Coordinator.

The chair of the Tenure Committee shall act in place of the Academic Unit Chair in submitting the names of Employees who are candidates for tenure (Article 10.6.2) and in assisting a candidate with submitting the tenure dossier (Article 10.6.3).

Both the chair of the Tenure Committee and the Director of the Academic Development Centre shall receive notification that an Employee is electing to extend the probationary period for one year (Article 10.3.9.4). Both the chair of the Tenure and Promotion Committee and the Director of the Academic Development Centre shall receive a copy of the Dean's final tenure review and recommendation (Article 10.7.11).

#### **Article 12 – Performance Review**

- 1) Should the Dean deem the performance of an Employee working full-time in the Academic Development Centre to be not satisfactory, the Director and an Employee named by the Employees in the Academic Development Centre, normally the Faculty Team Coordinator, shall attend all meetings in place of the Chair, beginning with the initial meeting requested in Article 12.4.2.
- 2) The performance of a Full-time Employee working part-time in the Academic Development Centre (for example, as a Faculty Development Associate) shall be reviewed by the Dean of the Employee's home Faculty.

#### **Article 20 – Grievance Procedure**

Where a grievance involves an alleged contravention of the Agreement in the Academic Development Centre, the Director and an Employee named by the Employees in the Academic Development Centre, normally the Faculty Team Coordinator, shall attend the Step 1 meeting in place of the Chair.



Arjane Tennant  
Board of Governors'  
Negotiating Committee



Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

September 22, 2016  
Date

## MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

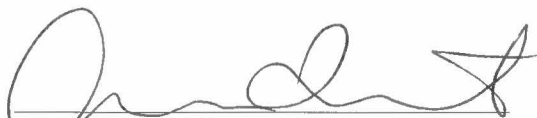
### Regarding Application of the Collective Agreement to Employees Working in Student Counselling

Employees in Student Counselling do not have a Dean. The Dean's responsibilities for workload assignment are reallocated to the Director, Wellness Services in Article 14.10 – Workload of Counsellors, Educational Developers and Librarians. The Director, Wellness Services reports to the Vice-President, Student Affairs and Campus Life, who is responsible for decisions related to full-time Counsellor positions. The Counsellors are members of the Arts Faculty Council and the detailed tenure and promotion criteria documents of the Faculty of Arts are used in their tenure recommendations and decisions, making the Dean of Arts responsible for matters of this nature.

- a) Both Parties agree that the duties of the Dean in this Agreement shall be reallocated for Employees in Student Counselling according to the following principles:
1. the authority level for decisions related to full-time positions, such as termination and approving a cross-appointment, shall be the Vice-President, Student Affairs and Campus Life;
  2. the Director, Wellness Services shall be responsible for tasks associated with assigning counselling workload, including all categories of part-time appointments, evaluating counselling work, and evaluating service related to counselling work;
  3. the Dean of Arts shall be responsible for evaluating scholarship, any teaching, and those parts of service described in the detailed tenure and promotion criteria of the Faculty of Arts, with the exception of service to the broader community in a faculty member- or discipline-related capacity;
  4. the Dean of Arts shall be responsible for decisions of an academic nature and shall be the route to the Provost and Vice-President, Academic for tenure and promotion matters;
  5. the Dean of Arts is responsible for tenure and promotion recommendations, but relies upon recommendations from the Director, Wellness Services regarding the evaluation of counselling work and the evaluation of service related to counselling work, in addition to the recommendations of the Counselling Tenure and Promotion Committee;
  6. the joint process for cross-appointments in Article 5.9.4 shall be used for performance review of tenured counselors. Should a Faculty Review Committee be required, it shall include an additional Tenured Employee from Counselling elected by the Tenured Employees in Counselling.
- b) Both Parties agree that the allocation of duties in this agreement shall be interpreted as detailed in the document *Reallocation of Dean and Provost Duties in Student Counselling*. This document shall be available from Human Resources to the following:
- Employees of Student Counselling (including the Chair)
  - Director of Wellness Services
  - Dean of the Faculty of Arts
  - Associate Dean of the Faculty of Arts
  - Vice-President, Student Affairs and Campus Life
  - Provost and Vice-President, Academic
  - President of the MRFA



Editorial changes to the document Reallocation of Dean and Provost Duties in Student Counselling are to be made by Human Resources.



Ariane Tennant  
Board of Governors'  
Negotiating Committee



Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

September 22, 2016  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

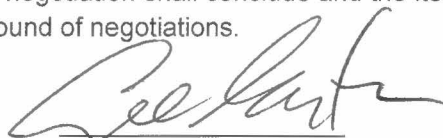
**Regarding the Application of the Criteria for Sessional Re-Appointment and Workload Allocation**

The Parties agree:

1. That the application of the criteria for sessional re-appointment and workload allocation should be reviewed.
2. That the issues in need of review include, but may not be limited to:
  - a. Whether or not the application of the criteria for re-appointment and for workload allocation should be identical;
  - b. The role that seniority plays in the re-appointment and workload allocation processes.
3. To establish a joint Board-Association committee to gather feedback from stakeholder groups. The committee shall:
  - a. Be comprised of two (2) members of the Association and two (2) members appointed by the Board.
  - b. Consult with Chairs' Assembly, Deans' Council, Contract Employees, and any other groups deemed relevant by the committee.
  - c. Submit a report to the Provost and Vice President Academic and the President of the Association no later than 15 December, 2016.
4. Upon receipt of the report, the Parties shall meet to discuss and determine an appropriate course of action, being one of the following :
  - Make no changes to Article 4.8.2 and Related Clauses;
  - Re-negotiate Article 4.8.2 and Related Clauses, prior to 1 June 2017;
  - Agree, on an exceptional basis, to a letter of understanding on the implementation of Article 4.8.2 and Related Clauses.
5. That, in the case that Article 4.8.2 and Related Clauses are re-negotiated, notwithstanding Article 3.1 and waiving Article 21, except for Articles 21.2.1.1, 21.2.1.2 and 21.2.1.3;
  - a. changes shall only be made to Article 4.8.2 and Related Clauses;
  - b. If an agreement is not reached by 31 May 2017, the negotiation shall conclude and the items in dispute may be re-negotiated as a part of the following full round of negotiations.



Ariane Tennant  
Board of Governors'  
Negotiating Committee



Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

September 22, 2016  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Sabbatical Leaves**

The Parties agree to the following:

1. The minimum number of available Sabbatical leaves shall increase according to the following table as the Four-for-Five leaves and Professional leaves are converted.

Full year leaves based on application date:

2014: 22 sabbaticals + 1 prof. leave  
2015: 23 sabbaticals + 1 prof. leave  
2016: 24 sabbaticals + 1 prof. leave  
2017: 25 sabbaticals + 1 prof. leave  
2018: 26 sabbaticals + 1 prof. leave  
2019: 27 sabbaticals + 0 prof. leave

Half year leaves based on application date:

2014: 9 sabbaticals + 2 prof. leave  
2015: 9 sabbaticals + 2 prof. leave  
2016: 9 sabbaticals + 2 prof. leave  
2017: 9 sabbaticals + 2 prof. leave  
2018: 9 sabbaticals + 2 prof. leave  
2019: 11 sabbaticals + 0 prof. leave

2. Given the need for the Sabbatical Leave committee to be established, to develop and disseminate detailed criteria and to establish a minimum threshold of standards to determine whether an application is acceptable, the deadlines for applications for Sabbatical Leaves in 2014 shall be as follows:

- An Employee shall apply to the Chair for a sabbatical by the last Friday in November.
- The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in January.
- The Sabbatical Leave Committee shall make its decision by January 31, 2015.



Ariane Tennant  
Board of Governors'  
Negotiating Committee



Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

September 22, 2016  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

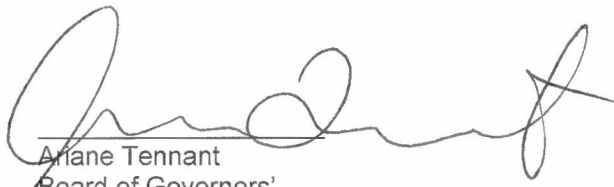
**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Negotiation of the Contract Salary Grid**

The Parties agree:

1. to include changes to the Contract salary grid (Article 13.3.1) on their statements of interests in the next full round of negotiations;
2. that, after notice is given as per Article 21.1.1, and before 15 November, the Parties shall meet, as per Article 21.1.2.4, to discharge their responsibilities under Articles 21.1.2.4.1 through 21.1.2.4.3 as they pertain to this one item;
3. that the report produced by the joint committee established by the MOU on page 152 of the Agreement in force from 1 July, 2014 to 30 June 2016 provides key information and analysis to inform the negotiation of changes to Article 13.3.1; and
4. that, in addition to reviewing the report referenced in point 3 above, the Parties shall arrange to meet with members of the committee that produced the report.

  
Ariane Tennant  
Board of Governors'  
Negotiating Committee

  
Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

September 22, 2016  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

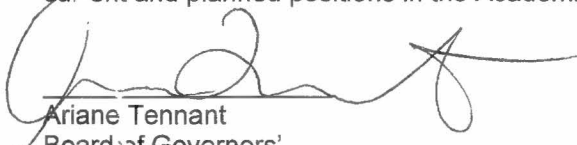
**And**


**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Appointments with Academic Rank for Existing Academic Leaders**

The Parties agree to the following:

1. Academic Leaders, as defined in Article 4.17, who were hired before 1 July 2016, and who have previously been granted tenure and rank at a Universities Canada accredited, or equivalent, university, should have a process through which they may apply for an appointment with academic rank.
2. At any point after 1 July 2016, and before the end of an existing Academic Leader's term, the individual may apply to the Provost and Vice President, Academic, to be granted an appointment with academic rank.
3. When an existing Academic Leader applies, a subcommittee of UTPC shall be struck to review the case and provide a recommendation to the Board.
4. The committee shall:
  - a. be comprised of the chair of UTPC, the Association representative on UTPC, and one additional member of UTPC appointed by the Board;
  - b. review the applicant's CV to ensure that they have the required academic credential, been granted tenure, and attained the rank of either Associate Professor or Professor at a Universities Canada accredited, or equivalent university;
  - c. provide a recommendation to the Board, based on the credential, tenure, and rank assessed in item 4.b., as to whether or not the candidate should be granted tenure, and if so, the appropriate academic rank; and
5. After consideration of the UTPC subcommittee's recommendation, the Board shall make a decision whether or not to grant tenure and appoint the Academic Leader to the rank of Associate Professor or Professor in the appropriate Academic Unit(s).
6. If the Board grants the Academic Leader an appointment with academic rank, the Board shall determine the appropriate placement on the salary schedule in Article 13.1.1, in accordance with Article 13.1.5. After placement on the salary schedule, the Academic Leader shall move to the next higher step on the salary grid annually, as per Article 13.1.7, during the remainder of their term as an Academic Leader.
7. If the Board grants the individual an appointment with academic rank, the position shall be in addition to all current and planned positions in the Academic Unit.

  
Ariane Tennant  
Board of Governors'  
Negotiating Committee

  
Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

September 22, 2016  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**

**(the "University")**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**(the "Association")**

**Regarding Re-evaluation of Ongoing Accommodation of Disabled Academic Staff**

1. The University and Association have rights and obligations regarding the duty to accommodate academic staff members' disabilities to the point of undue hardship, and the duty to accommodate as established by law.
2. Where the University has been accommodating a disabled academic staff member, and a change in circumstances prompts the need to reevaluate the ongoing accommodation for any reason, the following process will be followed.
3. The Parties shall meet to assess the viability of continued accommodations short of undue hardship. Upon the request of the disabled academic staff member, the meeting shall be between the University's representative and the disabled academic staff member only, without the Association's representative present.
4. The Parties shall discuss, consider and assess potential methods of continued accommodation of the academic staff member's disabilities in light of factors including but not limited to the temporary versus permanent nature of the disabilities, the functional limitation caused by the disabilities, and the availability of productive work, with or without modifications.
5. The University reserves the right to make the decision, including, but not limited to: the continuation of the present accommodations; modification of the present accommodations; or termination of the present accommodations.
6. If the University's decision is to modify or terminate a present accommodation due to undue hardship, the University shall notify in writing both the Association and the disabled academic staff member of the University's decision, and the notice shall provide reason so that they can understand the basis for the University decision.
7. Disputes over the interpretation, application or alleged violation of this Memorandum of Understanding shall be subject to Article 20 Grievance Procedure of the Agreement between the University and the Association.

  
Ariane Tennant  
Board of Governors'  
Negotiating Committee

  
Lee Easton  
Mount Royal Faculty Association's  
Negotiating Committee

September 22, 2016  
Date