

**SUMMARY OF RATIFIED CHANGES TO THE  
MRFA – BOARD COLLECTIVE AGREEMENT  
AS OF OCTOBER 15, 2014**

**I. Collective Agreement (CA) Changes**

**A. Term of Agreement**

1. 2 Years: July 1, 2014 – June 30, 2016

**B. Contract Faculty Appointment, Reappointment and Workload Allocation: 4.7-4.11**

1. Previous articles on Sessional Reappointment (4.8) and Allocation of Sessional Workload (4.9) combined into article 4.8
2. Major shift to consistent criteria across the University for hiring, reappointing and allocating workload to contract faculty:
  - The criteria are now specified in CA, rather than established department-by-department: 4.7.3, 4.8.2
  - A University-wide definition of seniority is now included in the CA (based on total SICH taught within the academic unit, taking into account conversion of lab SICH to lecture SICH at a factor of 0.5), rather than seniority being defined department-by-department: 4.8.3
  - The criteria still allow for “other bona fide department and program needs and priorities approved by the Dean” 4.7.3, 4.8.2
3. The criteria for reappointment and workload allocation now include “performance of duties in a responsible and professional manner”: 4.8.2
4. Seniority is now one of several unranked criteria for reappointment and workload allocation, rather than the tie-breaker when all other qualifications are deemed equal: 4.8.2
5. Significantly streamlined processes
  - Criteria are now specified in the CA, rather than reviewed each year by each Sessional Appointment Standing Committee and department, and approved each year by each Dean: 4.7.3, 4.8.2
  - The report from the Standing Committee to the Dean is simplified - to names of successful candidates and their academic credentials: 4.7.8, 4.8.12
6. Enhancements and clarifications regarding performance evaluations:
  - Chair evaluation designates must be tenured: 4.7.9
  - Each course taught during a sessional’s first semester is to be evaluated with an SEI: 4.7.9
  - Any course taught by a sessional for the first time is to be evaluated with an SEI: 4.8.13
  - Chair/designate teaching performance evaluations to include evaluation of course materials, as applicable: 4.8.2

- Sessionals deemed eligible for reappointment with conditions are to be provided in writing the nature of the conditions, the reasons for the conditions and how long the conditions shall remain in effect: 4.8.8
  - For Fixed-Term appointments, the annual peer teaching evaluation is replaced with an extra SEI per year, and SEIs are to cover an array of courses taught where possible: 4.11.7
  - Sessionals now provided the opportunity to respond in writing to their evaluations: 4.7.9, 4.8.8, 4.8.9, 4.8.13
7. Chairs are to specify a deadline for sessionals to submit their requested reappointment teaching allocations: 4.8.5
  8. Clarification that “While requested teaching allocations shall be considered, there is no guarantee that they will be accommodated”: 4.8.5
  9. Sessional Appointment Standing Committees can include tenurable faculty, and subject area experts from the academic unit may be consulted at the Chair’s discretion: 4.7.2
  10. For sessional reappointments and workload allocation, Standing Committees are to be provided with and consider the following: 4.8.6
    - Performance evaluations to which applicants have had the opportunity to respond (does NOT include SEIs that applicants have not yet received or to which they have not had the opportunity to respond)
    - Any current disciplinary issues to which applicants have had the opportunity to respond
    - Any written responses that applicants have provided during the course of evaluation or disciplinary proceedings
  11. Decisions of Standing Committees to be based on simple rather than two-thirds majority vote, if necessary (consistent with full-time hiring decisions): 4.7.7.1, 4.8.7.1
  12. Possibility of posting and initiating new sessional appointments prior to finalizing sessional reappointments and workload allocation, although normally this would not happen: 4.7.1, 4.7.4
  13. Eligibility for Continuing and Fixed-Term appointment and reappointment includes “consistent” satisfactory performance: 4.10.1.2.3, 4.10.2.2.3, 4.11.4.2, 4.11.12
  14. If necessary, the Chair alone can make sessional appointment, reappointment and workload allocation decisions, even outside the normal full-time faculty vacation period: 4.7.6, 4.8.11
  15. Fixed-Term appointment and reappointment:
    - Annual workload changed to a range of 384-480 SICH (versus 380 SICH) to reflect the increase in maximum sessional load of 240 from 192 SICH per semester: 4.11.5.1, 4.11.11
    - Minimum Fall semester teaching load reduced from 160 to 144 SICH: 4.11.1, 4.11.2.iii, 4.11.5.1
    - Possible additional sessional contracts to be allocated according to the regular sessional allocation process and criteria: 4.11.11.2
    - Term of reappointment changed to “up to 3 years” from “3 years”: 4.11.12
    - If not all eligible incumbents can be reappointed, then reappointment decisions to be based on the regular sessional reappointment criteria: 4.11.12

### **C. Contract Faculty – Other Items**

1. Enhanced consistency in eligibility requirements for benefits across different types of contract faculty instruction (lecture, lab, etc.): 16.8.1
2. Maximum instructional load established of 480 SICH per semester for contract laboratory instructors: 6.3.2
3. Maximum instructional load for contract lecturers increased to 240 SICH per semester: 14.14
4. Clear and reasonable lecture/lab hour equivalencies established: 6.3.2.1
5. A more efficient and fair approach to compensating contract faculty whose sections are cancelled at the last minute – if a section is allocated (whether a contract is signed or not) and then cancelled within two weeks of the first day of classes of that semester, then a cancellation payment of 10% will be provided unless the faculty member is offered a replacement section: 13.3.6
6. PD funding available per eligible contract faculty member increased to \$600 from \$400, with the total funding available remaining the same: 18.7.2, 18.7.4

### **D. Lab Instructors**

1. Clarification of duties and workload: 6.5.3, 6.5.4
2. Chair designate for evaluations must be tenured or a permanent lab instructor L2: 6.6.2.2
3. Fourth criteria for permanency (carrying out duties in a responsible and professional manner) incorporated into the other three criteria: 6.7.3

### **E. Full-Time Faculty Selection Committee: 4.3.4**

1. The Dean or designate is no longer a member of selection committees - replaced by an additional faculty member from the academic unit
2. One of the three faculty members from the academic unit may be tenurable rather than tenured
3. The Dean's appointee is to be from outside the academic unit

### **F. Tenure and Promotion: Effective Date of January 1, 2015**

#### Tenure

1. Maximum size limit for department-level tenure committees set at 9 plus Chair: 9.1.3
2. Requirement that academic unit Chairs serve as department-level tenure committee chairs unless there are exceptional circumstances such as the Chair being a candidate for tenure: 9.1.6
3. Change in annual submission date of tenure dossier to Fall (first Tuesday in September) from Spring, plus adjustment of subsequent timelines: 10.4.3, others
4. For the Mid-term Evaluation, the opportunity for other tenured members of the unit to comment on the employee's performance has been moved ahead of the preparation of the draft mid-term evaluation report: 10.5.3
5. An Annual Evaluation no longer required in the fourth probationary year: 10.4.1

6. The list of what is to be included in the tenure dossier (old 10.4.2) has been removed from the CA and replaced with reference to the Tenure and Promotion Guidelines document: 10.2.3
7. Change in deadline for a candidate to extend the probationary tenure period to January 15 of the fourth year versus September 30 of the fifth year: 10.3.9.4
8. CA wording on candidates extending the probationary period moved from Article 10.6 (Application for Tenure) to Article 10.3 (Probationary Period)
9. Years credited towards the probationary period: 10.3.7
  - Change in deadline for applying to credit years of previous tenure track service towards the probationary period to November 15 of the first probationary year (versus December 15): 10.3.7.1
  - A new deadline of January 15 added for the Tenure Committee to submit its recommendation to the Dean: 10.3.7.3
  - When 1 year of credit is granted, the previous annual evaluation in the third year has been dropped: 10.3.7.4
  - When 2 years of credit are granted, there now will be a mid-term evaluation covering the first year of the remaining probationary period of 3 years: 10.3.7.5
10. Clarification of whether or not leaves during the probationary period totaling less than 6 months extend the probationary period (it depends on whether or not there will be missing documentation) and clarification of which leaves apply: 10.3.8
11. Removal of references to Tenure Systems I and II

#### Promotion

12. Replacement of department-level promotion committees with faculty-wide committees: 9.2
13. As the Dean now chairs the faculty-wide Promotion Committee, the Dean no longer submits a separate decanal recommendation to UTPC
14. External reviewers for promotion:
  - Clear conflict of interest guidelines added to ensure arm's-length external peer reviewers for promotion: 11.3.3
  - Not all reviewers are nominated by candidates and candidates are not to contact reviewers: 11.3.1, 11.3.2
  - The Dean now selects 3 from among the 6 nominated reviewers

#### Both Tenure and Promotion

15. Tenure and Promotion Committee chairs only vote to break ties: 9.1.7, 9.2.8
16. Clearer conflict of interest guidelines provided regarding committee members: 9.4.3
17. The fourth criteria for tenure and promotion (carrying out duties in a responsible and professional manner) incorporated into the other three criteria: 10.2.1, 11.2.2
18. The Chair and Dean to comment specifically on the extent to which teaching, service and scholarship (where applicable) have been carried out in a responsible and professional

- manner; a summary of these comments to be included in the Tenure or Promotion Committee's report: 10.4.5, 10.4.6, 10.5.4, 10.5.5, 10.7.4, 10.7.5, 11.3.9, 11.3.10
19. Records of disciplinary actions placed in an employee's personnel file within the past 4 years to be included in tenure and promotion applications: 25.4.1
  20. Clarification that the academic unit members who are eligible to submit individual written feedback on a candidate's performance are those who are not members of the relevant Tenure or Promotion Committee: 10.4.4, 10.5.3, 10.7.3, 11.3.8

#### **G. Performance Review, Discipline and Employee Files**

1. Clarifications regarding the Annual Report and Performance Review process for faculty with academic rank, including the following:
  - The performance of tenurable faculty to be reviewed according to the Tenure sections of the Collective Agreement. As such, Deans are not required to respond to the Annual Reports of tenurable faculty other than through the standard tenure review process: 12.2.1
  - Termination is identified as a possible end outcome of a full performance review of a tenured faculty member: 12.3.4
2. Removal of stipulation that Annual Reports are to be deleted after 7 years: old 12.1.4
3. Limited-term faculty to be evaluated on all relevant full-time faculty performance criteria during their entire term: 4.4.5
4. New article on Discipline to clarify principles and processes relevant to faculty: 25
5. New article on Personnel Files to clarify principles and processes relevant to faculty: 26

#### **H. Leaves for Full-Time Faculty**

1. Phase in of a full cyclical sabbatical system for tenured faculty: 17.4, 17.7
2. Phase out of the existing limited sabbatical and professional leave systems: 17.6
3. Phase out of the existing Four-for-Five Leave Plan (those currently in the plan are grandfathered): 17.5
4. Reduction in the amount of administrative leave for which a Chair is eligible after serving two full terms (from 1 year to 6 months); those who began a second 5-year term by June 30, 2014 are grandfathered: 17.8
5. Enhanced support for faculty on Maternity and Parental Leave
  - Maternity and parental leaves count towards salary increments: 13.2.4, 17.1.3
  - SUB Plan coverage for maternity leave extended to 17 weeks from 12 weeks: 17.1.4.7

#### **I. The Academic Year**

1. Earlier employment commencement date (July 1) for new tenurable faculty hires: 10.3.1
2. More flexible full-time faculty vacation period (two consecutive months between May 15 and August 14): 15.1
3. Removal of former clause 14.14 which indicated that full-time faculty required the Dean's approval to use intersession time to engage in scholarship or professional development activities

4. Change in the timeline for full-time faculty (including permanent but not probationary FT lab instructors) submitting Annual Reports to the Fall (first Tuesday in September) versus the Spring, to better align with other processes and to provide more dedicated intersession time for faculty research, teaching development and PD activities: 12.1, 6.9.3
5. Change in the timeline for reassigned time applications and decisions (from April to January) to better align with MRU's course scheduling cycles and timelines: 14.9.1

**J. Workload, Work Pattern and Professional Development Funding for Full-time Faculty**

1. Clarification that the Provost determines the work pattern (Teaching and Service or Teaching, Scholarship and Service) for new full-time faculty hires (after consultation with the Dean and Chair), and that this decision is to be made prior to posting of a position: 4.3.2, 4.3.9, 14.3.5
2. **Effective January 8, 2015:** Dean's approval required for faculty to change work patterns: 5.6, 14.3.3, 14.8
3. Increase in the cap on number of students taught per year for faculty in the TS work pattern to 320 from 270 (Notes: This makes the corresponding class size per section equivalent to the TSS work pattern, and this change was agreed to in conjunction with an increase in professional development and reassigned time funding, on a cost neutral basis – see 4 below): 14.4.2
4. Increase in individual professional development funding for full-time faculty and permanent lab instructors (+\$300 each annually) and increase in List A reassigned time funding for full-time faculty (+\$255,000), plus addition of "Supervision of Honours students and teaching of Directed Reading and Independent Study courses" as an additional List A activity (Note: This was agreed to in conjunction with an increase in the cap on number of students taught per year for faculty in the TS work pattern, on a cost neutral basis – see 3 above): 18.8.1, 14.9.1.2, 14.9.1.3

**K. Intellectual Property: 19**

1. Updating of existing language and addition of new wording on Patents/Commercialization

**L. Academic Freedom: 23**

1. Addition of a new article to the collective agreement on academic freedom

**M. Diversity and Equity: 24**

1. Addition of a new article reflecting MRU's commitment to equity and diversity

**N. Grievance Process: 20**

1. Grievor has 15 rather than 10 days to initiate Step 1
2. Revision to ensure that the MRFA Executive, rather than an individual grievor, has the authority to decide whether or not to advance grievances beyond Step 1
3. Clarification that grievances initiated by the Association or University (rather than an individual MRFA member) start at Step 2

4. 5 versus 4 steps now to make it clear that the MRFA and Board have the opportunity at Step 4 to decide whether or not to proceed to arbitration

**O. Termination of Tenured or Permanent Faculty For Reasons of Redundancy**

1. Removal of the stipulation that notice of termination be given no later than 5 working days after the last day of final exam in either the Fall or Winter semester: 4.14.4

**P. Half-Time Tenured appointment**

1. Renewal term revised to “1 to 5 years” from 5 years only: 7.3.2
2. Clarification that half-time tenured employees can apply for a sabbatical leave: 7.8.4

**Q. Salary Administration**

1. Clarification of number of increments for obtaining an additional credential: 13.1.6
2. Clarification of pay for full-time faculty teaching overloads: 14.4.6, 14.5.8

**R. Occupational Health and Safety: 22**

1. Clarification that this clause applies to health and safety in general rather than just physical health and safety

**S. Teaching by Administrators**

1. Clarification that administrators may teach at MRU but shall be excluded from the MRFA Collective Agreement: 1.15

**T. Other**

1. In addition to the changes identified above, other minor editorial changes were agreed to, including revision or deletion of the MOUs at the end of the Agreement, as appropriate.

## **II. MOUs for Joint MRU/MRFA Committees to Address Other Issues**

- A. Joint Committee on Chairs, Assistant Deans, and Research Institute Directors who are Faculty Members**
  - To recommend how best to clarify the roles, expectations and employment conditions of faculty serving in these roles
  
- B. Joint Committee for the Revision of the Faculty Annual Reports**
  - To recommend how best to improve the faculty Annual Report content, process and effectiveness
  
- C. Joint Committee to Recommend Revisions to the Collective Agreement Related to the Change of the Academic Year**
  - To recommend any additional collective agreement changes that may be needed in light of new changes to the academic year
  
- D. Joint Committee to Recommend a Promotion Review Committee Structure for the Library**
  - To recommend how new changes to the promotion structure and processes can best be adapted to the unique situation of the MRU Library
  
- E. Joint Committee to Review Articles 13.3.4 – Contract Appointments and 14.14 (previously 14.15) – Instructional Load for Contract Employees**
  - To review the basis and rate of progression up the pay grid for contract faculty
  - To make recommendations regarding workload limit for contract clinical instructors
  
- F. Joint Committee to Review Reassigned Time Allocation**
  - To review the general criteria and process for allocating reassigned time across and within faculties
  - To make recommendations regarding the above to the Provost and Vice-President, Academic