

# MRFA Policies and Procedures Manual

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# MRFA Member Benefits

## 1. Grants

The MRFA Grants Committee, with the support of the Senior Administrative and Faculty Relations Officer, is responsible for processing the following funds in accordance with the guidelines and forms approved by the Executive Board and in accordance with the Collective Agreement. The Grants Committee shall report to Academic Affairs annually as required by the Collective Agreement.

### 1.1 Tuition Refunds

In accordance with article 18.2 of the Collective Agreement, the MRFA shall annually allocate \$64,000 in tuition refunds to full time and contract faculty enrolled in credit courses at other institutions. All applicants shall receive funding proportionate to the amount available and the amount of funding requested by all applicants in accordance with the Collective Agreement.

Applications shall be submitted to the Senior Administrative and Faculty Relations Officer by the deadline specified on the application form ([mrfa.net/forms](http://mrfa.net/forms)). The Senior Administrative and Faculty Relations Officer shall ensure completeness and accuracy of all applications, generate a draft allocation chart, and facilitate the work of the Grants Committee in reviewing and approving the Tuition Refunds. Should the funds not cover 100% of eligible requests, the Grants Committee may apply a cap on requests which shall usually be the median times two. A report detailing the allocation of funds shall be submitted annually to Academic Affairs.

### 1.2 Scholarships for Dependents

In accordance with article 16.7 of the Collective Agreement, the MRFA shall annually allocate \$60,000 in scholarships to dependents of tenured, tenurable, continuing, and fixed-term faculty members, and to permanent laboratory instructors. All eligible applicants who meet the scholarship criteria shall receive funding proportionate to the amount available and the amount of funding requested by all applicants.

Applications shall be submitted to the Senior Administrative and Faculty Relations Officer by the deadline specified on the application form ([mrfa.net/forms](http://mrfa.net/forms)). The Senior Administrative and Faculty Relations Officer shall ensure completeness and accuracy of all applications, obtain final grades from the Registrar's office, submit a draft allocation chart to the Grants Committee, and facilitate the work of the Committee in reviewing and approving the allocations. If applicable, the submission to the Grants Committee may be delayed for up to 20 working days while waiting for final grades to be recorded.

### 1.3 Student Scholarships

The MRFA shall annually donate \$6,000 to provide six \$1,000 student scholarships. The scholarships shall be awarded annually, as decided by the Grants Committee on the basis of extracurricular activities demonstrating a commitment to campus life, and on the basis of academic achievement.

#### 1.4 Contract Service Honorarium

In accordance with article 14.15 of the Collective Agreement, the MRFA shall annually allocate \$20,000 in honoraria to contract faculty for eligible activities. The amount of each individual honorarium shall be proportionate to the total number of honoraria applied for and the amount of funds available.

Applications shall be received, compiled and reviewed by the Senior Administrative and Faculty Relations Officer who shall provide a detailed report with recommended allocations to the Grants Committee for review. Should any questions arise, the member or their Chair may be contacted for further information.

### 2. Compassionate Fund

In 2005 by resolution of the membership, the MRFA created an emergency support fund to support members facing an extraordinary financial crisis. This policy formalizes the operation of the fund.

- 2.1 The fund shall not normally apply to cases where the regular remuneration or benefits are adequate for a member's emergency expenses. Rather, the fund is to be used when there is an unexpected change in remuneration or when an extraordinary financial crisis arises. Without limiting the discretion to determine individual cases, applications to the fund may be based on bereavement; sudden or serious injury or illness of a member or immediate family member leading to extraordinary costs or a disruption in income; a sudden or unanticipated change of residence; sudden or unanticipated change in employment status.
- 2.2 Normally, expenditures are permitted up to \$2000.00 per member per fiscal year, to a total maximum expenditure from the fund of \$10,000 per year. Expenditures from the fund beyond these maximums in a given year must be approved by the MRFA Executive Board. Expenditures beyond \$2000.00 per member per fiscal year must be supported by evidence of an unexpected change in remuneration or an extraordinary financial crisis.
- 2.3 Emergency allocations shall be made, subject to the limits above, on a recommendation of any member of the Executive Board attesting to an unexpected change in remuneration or an extraordinary financial crisis, by collective decision of the President and any two Signing Officers of the Association. Participants in the decision will maintain the confidentiality of the member requesting support.
- 2.4 MRFA Regular Members and those former members on whose behalf the Executive Board elects to continue to act will be eligible for consideration for this fund. A Regular Member on leave without pay would be eligible for consideration.
- 2.5 This fund is not a replacement for the normal assistance provided from government or other agencies. The Association may refer individuals to the appropriate agencies for assistance.
- 2.6 Expenditures from this fund are not considered loans. However, should a recipient wish to make a future donation to this fund, this will be accepted.
- 2.7 The President shall make an annual report to the Executive Board each May on expenditures made from this fund.

### 3. Child Care Assistance Funds

In 2014 by resolution of the membership, the Compassionate Fund was extended to provide 60 day interest free loans to members to allow them to accept a spot in a Child Care Centre.

- 3.1 The fund shall apply to all cases where a member requests assistance in paying a substantial amount of money within a restricted time limit to secure a spot for their child in a Child Care Centre.
- 3.2 Expenditures from this fund are considered loans. Funds shall be provided to members upon a signed agreement stipulating the terms of repayment. Full repayment of the loan is not to exceed 60 days.

#### 4. Funding Appeals

- 4.1 Members may appeal a funding decision within fifteen working days of receiving notification of the funding allocated or denial of funding.
- 4.2 Funding will not be allocated to any applicant for any fund until after the fifteen working day appeal period has passed.
- 4.3 Funding appeals may be made only in cases where new information can be provided or in the event of a potential procedural error.
- 4.4 Appeals shall be reviewed by a sub-committee of the Executive Board which shall be comprised of the Member at Large (who shall be Chair), Treasurer (non-voting), Academic Liaison Officer, Communications Officer, and Senior Administrative and Faculty Relations Officer (non-voting).
- 4.5 With respect to negotiated sources of funding which are allocated on a proportional basis, the Appeals Committee shall consider appeals in light of all applications, the funds available and with reference to the relevant articles of the Collective Agreement and MRFA Policies.
- 4.6 The Appeals Committee shall submit its recommendation to the Executive Board within fifteen working days of receiving an appeal and the Executive Board shall inform the member of its decision.

#### 5. MRFA Distinguished Service Award

The MRFA may present a Distinguished Service Award (DSA) to a Regular Member or Member Emeritus/Emerita of the Association who has made exemplary contributions to the work of the Association, such that the pursuit of the Association's objectives have been significantly advanced, or such that its governance or operations have been significantly enhanced.

- 5.1 The DSA shall be awarded at the direction of the MRFA Executive Board.
- 5.2 In considering potential recipients, the Executive Board shall consider members' long term, exemplary and diverse contributions to the MRFA. Award recipients' efforts shall have significantly advanced the pursuit of the Associations objectives or enhanced its governance or operations.
- 5.3 The award(s) shall be presented at the MRFA AGM (or at any other event deemed appropriate by the Executive Board). It shall consist of a framed certificate, a plaque in the Faculty Centre, and a monetary award of \$1,000.
- 5.4 While not limiting the Executive Board's discretion to nominate other members for the CAUT Distinguished Service Award, Members who receive the MRFA DSA shall automatically be nominated for the CAUT Award.

## 6. Gift Policy

- 6.1 In the event the Association becomes aware of a member experiencing severe illness or injury, at the discretion of the President, an appropriate action may be undertaken.
- 6.2 As a token of the MRFA's recognition of valued service, on the retirement of a Regular Member the Association shall provide a gift to be identified by that member. The value of such gifts shall not exceed \$100.00. The Executive Board is authorized, at its discretion, to award the retirement gift to a member declared redundant.
- 6.3 As a token of the MRFA's recognition of valued services, assistance and cooperation, every December the Association will purchase gifts for various departments and staff members as deemed appropriate by the Faculty Centre Coordinator. The value of such gifts shall normally be less than \$50.00 and shall not exceed \$100.00.
- 6.4 As a token of the MRFA's recognition of valued services, the Association shall provide a retirement gift to its staff in the amount of \$125.00 per five year period of service up to a maximum gift of \$500.00.

## 7. Bereavement Policy

- 7.1 On the death of a faculty member or immediate family member, the MRFA may send condolences and provide a floral tribute or other memorial tribute of equivalent value in an amount not to exceed \$150.00, with this amount to be reviewed from time to time by the Treasurer.
- 7.2 On the death of a faculty member, the MRFA shall make a memorial scholarship contribution of one of the following forms:
  - 7.2.1 In the event there are one or more minor children of the faculty member, a donation of \$1500 will be made to an existing or new RESP;
  - 7.2.2 In the event there are children of post-secondary age of the faculty member, a donation of \$1500 will be made to a bursary;
- 7.2.3 Otherwise, a donation of \$1500 will be made to the Mount Royal Foundation to endow the Mount Royal Faculty Association Memorial Bursary to be allocated based on financial need, or to another scholarship as deemed appropriate;
- 7.2.4 The maximum donation per family shall be \$1500, divided among these categories as appropriate.

## Representation by the MRFA Executive Board

### 8. Executive Board Responsibilities

- 8.1 The Executive Board is bound by a duty of fair representation to all members.
- 8.2 In circumstances where more than one member or group is party to a matter requiring representation, the Executive Board shall make all reasonable efforts to represent each individual or group effectively and in confidence.
- 8.3 Any Regular Member of the Association has the right to meet with an officer of the Association or to attend a meeting of the Executive Board and bring forward an item for discussion or requested action. Both the attending member and the Executive Board remain bound by confidentiality requirements as defined in the Committee Accountability and the Ethics bylaws of the MRFA, and in the MRFA Confidentiality policy. In particular:

- 8.4 The Executive Board may not itself communicate information about confidential member or personnel issues to a member attending;
- 8.5 Members are prohibited under the Ethics bylaws from disclosing confidences except as required by law or by the consent of the Association. An officer of the Association may give such consent as required to exercise the duty of representation and advise members on their rights, responsibilities and appropriate courses of action;
- 8.6 An officer or the Executive Board may elect not to hear a confidence and instead refer the matter to another individual or body properly constituted to deal with the substance of the issue;
- 8.7 Officers receiving such confidences whether from a member or through the Executive Board are bound by absolute confidentiality, except that information may be disclosed to the Executive Board or its members if appropriate or necessary in its collective capacity to represent the membership effectively;
- 8.8 Policy and process questions which do not directly breach personal confidences may be considered by the Executive Board in an advisory capacity, or may be referred to other appropriate committees or officers of the Association or the University.
- 8.9 Based on legal advice, the capacity of the Executive Board to decide an issue with fairness and under due process is not compromised by its having heard confidential details previously, and it is up to individual members of the Executive Board to determine whether they can make an objective decision in the circumstances.

## 9. Confidentiality

In the regular discharge of responsibilities, Officers and employees of the Association will have access to information that is confidential and/or proprietary. As such, all Officers and employees shall, at the commencement of their term of office or employment, sign a copy of the confidentiality agreement included in Appendix II. Signed Confidentiality Statements shall be kept on file in the Association offices.

## 10. Grievance Process

### 10.1 Duty of Fair Representation

The Alberta Labour Relations Board “Bulletin #18—The Duty of Fair Representation” states that:

“Unions have a large amount of discretion when they deal with grievances. For example, unions may settle or drop grievances even if the affected employee disagrees. To counterbalance this power, the *Labour Relations Code* requires unions to fairly treat all members of a bargaining unit. . . . This duty of fair representation requires unions to exercise this power in good faith. This usually means unions must carefully examine grievances. The union must also consider the significance of the case and its consequences for the union and the employee. The representation by the union must be fair, genuine and not merely apparent. The union must act with integrity and competence as well as without serious or major negligence. The union must act without hostility towards the employee. This also means the union’s decision must not be arbitrary, capricious, discriminatory or wrongful.”<sup>1</sup>

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<sup>1</sup> Alberta Labour Relations Board. “Information Bulletin #18. The Duty of Fair Representation.” Rev. January 15, 2015. [www.alrb.gov.ab.ca/bulletins/18bulletin.html](http://www.alrb.gov.ab.ca/bulletins/18bulletin.html).

The Association, and no person acting on behalf of the Association, shall deny an employee or former employee who is or was in the bargaining unit the right to be represented fairly by the Association with respect to the employee's or former employee's rights under the Collective Agreement. This duty of fair representation includes that:

- The Association must avoid ill will;
- The Association must not discriminate;
- The Association must not be arbitrary.

Conduct in the processing of grievances shall be reasonable, equitable, and carried out in good faith. The Association must avoid superficial consideration of grievances and must not arbitrarily ignore a meritorious grievance or process; however, individual members do not have an absolute right to advance grievances past Step 1.

Members of the Grievance Committee shall act in accordance with the Grievance Procedure article of the current Collective Agreement, the Grievance Committee article of the Bylaws, and this Policy.

The Association, through the President, shall seek legal advice at or in advance of any stage of the grievance process where consultation with legal counsel is deemed appropriate by the President, the Senior Grievance Officer, the Grievance Committee or the Executive Board.

## 10.2 Confidentiality

Confidentiality benefits the grievance process and therefore all members of the bargaining unit and the Association as a whole. It ensures that members feel free to discuss with the Association all aspects of their concerns without fear that the information will be improperly disclosed. An assurance of confidentiality encourages honesty and candour in members so that the Association can provide good advice and effectively defend the Collective Agreement.

The Association owes a duty of confidentiality to members who bring forward complaints about possible grievances. All communications between the Association and the member that relate to the complaint must not be disclosed outside of the Association, including to the University, without the consent of the member, and only in accordance with this Policy and Appendix II. All communication related to grievances must originate in a confidence that it will not be disclosed. Members must be informed that, for a grievance to proceed, relevant information will have to be discussed with the University, and that if the matter is decided by an arbitrator all relevant aspects of the case typically will become part of the public record, including searchable arbitration decision databases.

Confidentiality does not preclude the sharing of relevant information, as needed, within the Association by those with grievance-handling authority. This is inclusive of the Executive Board, the Grievance Committee, members of the Association's professional staff and legal counsel.

Confidentiality does not preclude that, as the grievance unfolds, less sensitive information, such as the date of the violation, the articles violated and the current status of the grievance, is typically released to the broader bargaining unit as the part of the Association's legal duty of fair representation and political responsibility to provide information on its activities.

Should a member communicate a threat of violence, especially where there is a clear risk to an identifiable person or group of persons of serious bodily harm or death and the danger is imminent, the Association must balance the duty of confidentiality with the importance of protecting the safety of others. Any such threat, and no other information gathered by the Association in the course of the assisting a member, shall be reported in accordance with the law to the proper authorities and the intended

victims. If time permits, the Association's President, Senior Grievance Officer, professional staff and legal counsel shall confer on the proper course of action.

Members of the Grievance Committee, Executive Board and Association staff shall, at the commencement of their term of office or employment, sign a copy of the confidentiality agreement included in Appendix II. Signed Confidentiality Statements shall be kept on file with the Association.<sup>2</sup>

### 10.3 Conflict of Interest

Members of the Grievance Committee and the Executive Board shall avoid actual or perceived conflict of interest and disclose actual or perceived conflicts to the Grievance Committee as a whole. In the event of a conflict of interest, a Grievance Committee member shall recuse him or herself from any deliberation or votes of the committee or from representing the grievor at any step of the Grievance Process.

Whenever possible, a grievance officer should not represent a grievor from his or her home department or a department to which he or she is cross-appointed.

### 10.4 Member-on-Member Grievances

Where a grievance or potential grievance concerns members or groups of members with contrary interests, and where it is possible that the Association may need to provide confidential advice, assistance or representation to members with contrary interests, the Association shall plan for the partitioning of representational responsibilities at the outset, wherever possible.

Normally, the President shall coordinate the partitioning of representational responsibilities.

Examples of potential grievances include but are not limited to grievances related to workload allocation or related to workplace environment.

### 10.5 Handling of Grievances

#### 10.5.1 General

The grievor shall be provided updates at each step or decision point within the grievance process by the Senior Grievance Officer or designee. Where the grievor is the Association, updates shall be provided to the Executive Board by the Senior Grievance Officer.

The Grievance Committee shall review the outcomes of grievances (whether settled, withdrawn or won/lost at arbitration) and make recommendations, intended to prevent similar grievances, to the Executive Board regarding administration of the Collective Agreement and to the Negotiating Committee regarding changes to the Collective Agreement.

Records of all grievance-related documents shall be retained by the Association in accordance with the Records Management Policy, and using its Labourware system. The Labourware system shall be used in the routine management of grievance handling tasks for all extant grievances.

#### 10.5.2 Step 1 and Before

The overarching goal at Step 1 is satisfactory resolution of the grievance (or withdrawal in pursuit of more appropriate mechanisms) at as early a stage as

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<sup>2</sup> Most of the wording in this section is taken from the Canadian Association of University Teachers' "Policy Statement on Confidentiality in the Grievance Process." Approved by CAUT Council in November 2014. <https://www.caut.ca/about-us/caut-policy/lists/caut-policy-statements/policy-statement-on-confidentiality-in-the-grievance-process> Accessed 5 April 2018.

possible, or, failing resolution, the gathering of evidence as part of an investigation in anticipation of potential advancement to Step 2.

The role of the Senior Grievance Officer (SGO) or designate at Step 1 includes providing confidential advice to grievors and potential grievors, including about their rights and responsibilities regarding the grievance process, investigating the grievance, and acting to represent the interests of the Association and its members<sup>3</sup> at Step 1 meetings.

Other responsibilities at Step 1 include the following:

- Notwithstanding that the President is normally the initial point of contact for members regarding the Collective Agreement, concerns or complaints that may relate to potential grievances which are relayed to the Association shall be referred to the SGO or designate. The SGO or designate shall contact the potential grievor to make arrangements for a confidential consultation
- At the request of the potential grievor, the SGO or designate shall meet with the potential grievor to discuss the potential grievor's concerns and to give advice regarding the grievance process. This meeting may also be used to determine if the grievance process is the most appropriate way to address the member's concerns
- It is the responsibility of the individual grievor or grievors to request a Step 1 meeting with the appropriate Dean and, if required, the Chair
- Once a Step 1 meeting is requested, the SGO or designate shall attend the Step 1 meeting to represent the interests of the Association and its members, and to participate in making reasonable attempts to resolve the grievance, in accordance with Article 20.2.1.2 of the Collective Agreement
- The SGO or designate may request advice from the Grievance Committee regarding how best to resolve a grievance at Step 1
- After the Step 1 meeting, the SGO or designate shall file a Step 1 report

### 10.5.3 Step 2 and Advancing to Step 2

A recommendation or decision on advancement of a grievance to, or initiation of a grievance at, Step 2 shall only be taken after a thorough investigation.

In formulating a recommendation or decision, criteria to be considered include:

1. Breach of the Collective Agreement: terms (express or implied) violated with sufficient validity
  - a. Validity means under the language of the Agreement, and based on the available evidence of what has occurred as determined through thorough investigation by the Association
  - b. Note: this is a necessary condition for Step 2
2. Significance of breach
  - a. Significance to and consequences for the grievor
    - i. Note: the grievor does not have an absolute right to advancement (or not) but the grievor's wishes should be taken into account
  - b. Significance to and consequences for the Association
    - i. E.g. the common welfare of members of the bargaining unit

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<sup>3</sup> The SGO or designate must be mindful of the interests and rights of the grievor, but also those of the Membership more generally and the Chair if present.

3. Consideration of past practice around the advancement of similar grievances
4. Any other interests of the Association (e.g. listed as objectives or as part of our Code of Ethics in our Bylaws), whether contrary or otherwise

Responsibilities at Step 2 include the following:

- In the event of an unsatisfactory outcome at Step 1, the Grievance Committee shall consider the outcome and decide on whether to advance the grievance from Step 1 to Step 2
- The SGO or designate shall convey the Grievance Committee's decision, in writing, to the grievor(s), along with reasons for the decision
- Should the Grievance Committee decide to advance the grievance to Step 2, the SGO or designate shall follow the Step 2 procedures as outlined in the Collective Agreement, including:
  - Notifying the Provost and Vice President, Academic of the Association's intent to advance to Step 2, with a copy to the grievor(s)
  - Stating the grievance in writing, with a copy to the grievor(s), and filing the statement
  - Keeping the grievor informed of the status of the grievance
- The statement of the grievance in writing must include the requested remedies, and considerations for possible remedies shall include but are not limited to:
  - A declaration of a breach
  - Remedies that "make whole"
  - Damages
  - Remedies that are corrective on a "go forward" basis
  - A general statement (required) about the potential for "any other remedies" that may be identified through the grievance process or at arbitration
- The President or designate shall meet with the Provost or designate and attempt to resolve the grievance, in accordance with Article 20.2.2.4 of the Collective Agreement
- The President or designate may request advice from the Grievance Committee regarding how best to resolve a grievance at Step 2
- The President shall provide the Step 2 report to the SGO or designate, with a copy to the grievor, and the SGO or designate shall file the report

Step 2 statements of grievances in writing shall follow a common format, to be maintained, reviewed and amended from time to time by the Grievance Committee.

#### 10.5.4 Initiation of Grievances at Step 2

The Grievance Committee may recommend that the Executive Board of the Association initiate a grievance at Step 2, but the authority to initiate such a grievance rests with the Executive Board of the Association.

#### 10.5.5 Step 3 (Partial Settlement at Step 2 and Referral to a Joint Grievance Committee)

Responsibilities at Step 3 includes the following:

- The Grievance Committee shall recommend appointment of nominees to the joint committee. Appointment shall be by the Executive Board
- The Grievance Committee shall advise the Association members of the committee as required

- The SGO or designate shall file the Step 3 report and shall provide an update to the grievor.

#### 10.5.6 Step 4 (Unable to Settle Internally and Decision-Point for Advancement to Arbitration)

Prior to formulating a recommendation, the Association shall normally, through the President, request a written legal opinion. This shall include, at a minimum, a request for an opinion on:

- The merit of the grievance
- The likelihood of success at arbitration (see below)
- The risks of advancement to arbitration (see below)
- Any other relevant factors from a legal perspective

In formulation a recommendation, criteria to be considered by the Grievance Committee include:

1. Breach of the Collective Agreement: terms (express or implied) violated with sufficient validity
  - a. Validity means under the language of the agreement, and based on the available evidence of what has occurred as determined through thorough investigation by the Association
  - b. Note: this is a necessary condition of advancement
2. Significance of breach
  - a. Significance to and consequences for the grievor
    - i. Note: the grievor does not have an absolute right to arbitration (or not) but the grievor's wishes should be taken into account
  - b. Significance to and consequences for the Association
    - i. E.g. the common welfare of our members
3. Likelihood of success at arbitration
  - a. Including with respect to potential remedies
  - b. Including with respect to timeliness of decision
4. Risks from advancing to arbitration and/or from potential loss at arbitration
  - a. To the grievor
  - b. To the Association and our members collectively, etc.
  - c. Note: arbitral decisions are publicly-searchable documents that include the name(s) of the grievor(s), the findings and decisions of the arbitrator, establish precedent, etc.
5. Consideration of past practice around the advancement of similar grievances
6. Any other interests of the Association (e.g. listed as objectives or as part of our Code of Ethics in our Bylaws), whether contrary or otherwise

In formulating a decision, the Executive Board shall consider criteria that include all of the above, as well as:

7. Resources required, including estimated cost and Contingency Fund balance, and other consequences for the Association

The President shall convey the Executive Board's decision, in writing, to the grievor(s).

#### 10.5.7 Step 5 (Arbitration)

Responsibilities at Step 5 include the following:

- The Executive Board shall determine whether it wishes to proceed with a one-person or three-person arbitration board, and its nominee(s). The expertise of the nominee(s) shall be considered in light of the grievance. In the case of grievances involving Academic Freedom, denial of tenure, peer evaluation and other academic matters, the Executive Board shall endeavor to identify potential nominees with experience in post-secondary education and labour relations
- The Grievance Committee shall provide support, as required, to legal counsel to prepare for the arbitration hearing

#### 10.5 Reporting to the Membership and to the Executive Board

The Senior Grievance Officer shall report to the Association's Membership during the academic year:

- As necessary at scheduled Regular Meetings of the Association
- By providing a summary report at the Annual General Meeting of the Association

Reports to the Membership should adhere to the principles of confidentiality such that no mention is made of:

- The department (and, unless absolutely relevant, the faculty) from which the grievance originated
- The name of the grievor(s), the Chair or the Dean
- The gender of the grievor(s), the Chair or the Dean (use "they" instead of pronouns "he" or "she")
- Any other details which would identify the grievor

Reports to the Membership should, wherever possible, include:

- The number of grievances brought forward and/or advanced during the period of the report
- The Step for each grievance
- Article(s) in the Collective Agreement referenced in the grievance
- How each of the aforementioned articles were contravened (nature of the violation)
- The nature of the resolution

Regular grievance reports shall also be provided by the Senior Grievance Officer to the Executive Board, as part of the in camera portion of the Executive Board meetings.

#### 10.6 Grievance Committee Training

The Association shall make provisions for annual training of Grievance Committee members, and other interested members of the Association as appropriate. Participation in such training shall be mandatory for Grievance Committee members. The Association shall also endeavour to provide supplementary grievance-related training or professional development where appropriate, and the Grievance Committee shall assist in identifying potential areas of development, and potential training or professional development opportunities.

# MRFA Operational Policies

## 11 Political and Advocacy Activity by the MRFA

- 11.1 The MRFA is a non-partisan organization. Except by resolution of the Membership, it may not endorse a particular candidate or party.
- 11.2 The right of individual members of the Association to express political views or offer endorsements is in no way restricted by the Association, and in fact the Association has a duty to defend the free speech and academic freedoms of the members.
- 11.3 The MRFA, through the President, may always express non-partisan political views on matters relating to post-secondary education, labour relations and employment standards.
- 11.4 The MRFA may also, by resolution of the Membership and through the President, express non-partisan political views on education, community development, social justice and other related issues in light of the role of education in enhancing a community of citizens and improving society as a whole.
- 11.5 Regarding the Development, Approval and Execution of Advocacy Initiatives:  
Development, approval and execution of advocacy goals, campaigns and related initiatives shall be in accordance with the Advocacy Officer and Advocacy Committee articles of the MRFA Bylaws. Release of any external communications related to such campaigns and initiatives shall be in accordance with those Bylaws as well as with the MRFA Communications Policy.

## 12 Charitable Activity by the MRFA

- 12.1 The MRFA does not collectively endorse any particular charitable group or activity.
- 12.2 The MRFA will not normally contribute to any particular charitable group or activity.
- 12.3 However, the Executive Board is authorized to sponsor University-related events as deemed appropriate, to a maximum donation of \$500 per event, to an annual maximum of \$1000 in total. Sponsorship amounts over these limits require membership approval.
- 12.4 However, when the MRFA provides a memorial tribute, a retirement gift or other gift in recognition of the contributions of a Member, these may be designated to a registered charity by the recipient or family.

## 13 Communications Policy

- 13.1 Aims
  - 13.1.1 The aim of MRFA communications with members is to facilitate the exchange of appropriate information related to the activities and responsibilities of the Association. The primary communications channels are:
    - The MRFA website and other online media such as Facebook and Twitter,
    - Weekly and monthly MRFA newsletters,
    - Email as necessary to communicate time-sensitive or important information, and
    - Department Communicators.

- 13.1.2 The aim of MRFA communications with the administration of the University is to express and defend the views and values of the Association in a clear, firm, principled and respectful way.
- 13.1.3 The aim of MRFA communications with other Associations or professional bodies is to represent the views and values of the Association, to engage in mutual growth and education, and to ask and offer mutual support as necessary.
- 13.1.4 The aim of MRFA communications with the media, government, and other external organizations and individuals, is to express with clarity the views and values of the Association on matters which affect the interests and rights of the Association (as both a labour and professional organization of faculty), or the interests of the University and post-secondary education more broadly. To effectively accomplish this aim, the MRFA shall produce press releases as deemed necessary.

## 13.2 Authority

- 13.2.1 The Membership by resolution may direct the Executive Board or its Officers to convey particular messages.
- 13.2.2 The Executive Board may direct the President or other Officer to convey particular messages.
- 13.2.3 The President is authorized to speak on behalf of the Association in any relevant context, and to represent an Association position or view, subject to direction from the Executive Board or membership.
- 13.2.4 The Executive Board may authorize Officers or other individuals to speak on behalf of the Association, and to represent an Association position or view.
- 13.2.5 On difficult or controversial issues that may be divisive among the membership, Association positions or views must be determined and communicated advisedly, with significant consultation with members.
- 13.2.6 Chairs of Association committees or their designees may speak on behalf of their committees and represent their committee's views.
- 13.2.7 The MRFA will not advertise for members' private business ventures or publications in any of its communications channels.

## 13.3 Email

- 13.3.1 Purpose: communicating time-sensitive or important information as determined by the President and Communications Officer of the Association.
- 13.3.2 Faculty distribution lists and contact information are gathered and prepared by the Association solely for the purpose of facilitating the Association's communication with members. As a FOIP consideration, such information must be gathered with regard to the privacy of members, and distribution lists are reserved for the exclusive use of the Association for authorized communications with members. The Association does not provide direct access to its distribution lists.
- 13.3.3 The Association shall distribute announcements of events sponsored by its standing committees to the membership when requested. There shall normally be a maximum of one announcement and one reminder per event.
- 13.3.4 Members may request that particular messages be conveyed by the Association. The President and Communications Officer are empowered to determine

whether such requests should be honoured, considering the relevance to the membership or the Association's activities, and which communication channel shall be used to disseminate the information. Requests to convey members' retirement announcements have standing approval.

13.3.5 Where an affiliated organization (such as CAUT) requires contact information for the provision of services to MRFA members, such organizations may be granted access to the information at the President's discretion.

#### 13.4 Website and Other Online Media

13.4.1 The purpose of the website is to communicate and archive all information pertaining to the Association that would be of interest to the membership. This includes, but is not limited to, Association bylaws, policies and forms, committee business and events, meeting minutes, reports and contact information. Moreover, the website and other online media are means to communicate targeted information or general interest information, such as event and University announcements, Professional Development opportunities, and/or external information relevant to Association members.

13.4.2 Members may request that particular messages be put on the website or other online media. The President and Communications Officer are empowered to determine whether such requests should be honoured.

#### 13.5 Newsletters

13.5.1 Newsletters are sent to Association Members.

13.5.2 Monthly New to Use: details the business of the Association in the previous month and provides topical information which may be of interest to Association members.

13.5.3 Weekly Newsletter: lists upcoming events that are of general interest to Association members.

#### 13.6 Department Communicators

13.6.1 In accordance with the Bylaws, the Communications Committee shall annually recommend to the Executive Board the appointment of a member, from each department, to serve as Department Communicator. In formulating the recommendations, the Communications Committee shall consider potential appointees based on level of engagement with the MRFA, attendance history at MRFA meetings, past support for and understanding of MRFA initiatives, and any other criteria deemed relevant. The recommendations shall normally be presented to the Executive Board in May of each year, after the annual MRFA Committee elections have taken place.

13.6.2 In accordance with the Bylaws, the Communications Committee shall annually provide the Department Communicators with a list of expectations and duties. These expectations and duties shall include those listed in the Bylaws at a minimum. The Communications Committee, in consultation with the President, may include additional duties in accordance with the mandate of the Communications Committee. The list of expectations and duties shall normally be provided between August 15 and 31.

13.6.3 The President and Communications Officer are empowered to determine which messages will be communicated via this medium.

### 13.7 Press Releases

13.7.1 Purpose: communicating time-sensitive or important information to the media and the general public regarding matters pertaining to Post-Secondary Education.

13.7.2 The initial draft of a press release may be developed by the MRFA Advocacy Committee or the MRFA Executive Board. As the MRFA's external representative and media liaison, the MRFA President shall be involved in drafting all press releases. The President, in consultation with the Communications Officer, and with the Advocacy Officer where appropriate, is empowered to determine whether and at what time a press release will be distributed.

13.7.3 The MRFA shall maintain a media contact list to be used for the distribution of press releases.

### 13.8 Position Papers

13.8.1 The Executive Board may from time to time develop Position or White Papers or other correspondence related to the Association's activities. The Executive Board may advance and publish these as Association positions for the MRFA, the University or external audiences as appropriate, with due consideration for consultation with Regular Members.

### 13.9 Entitlement to Communications

13.9.1 Social and Honorary Members and other appropriate individuals or associations are entitled to receive Association information related to social activities.

13.9.2 Regular Members, Associate Members and Members Emeriti are entitled to receive Association information related to social and professional development activities and services of the Association.

13.9.3 Regular Members are further entitled to receive Association information related to any statutory role of the Association, including bargaining, financial statements, and other business to be considered by the Association.

13.9.4 Only current and retired Regular Members of the Association shall be permitted membership in the MRFA's closed Facebook Group. Those on management assignments at any post-secondary institution will be removed from the Facebook group for the duration of the appointment and may request to be added back to the group when the appointment is concluded.

## 14 Appointments Policy

### 14.1 Overview and Purpose

As set forth in the Association Bylaws (Article 8.5), the Executive Board is empowered to appointment Regular Members of the Association to committees and office, subject to provisions in the Standing Committees article of the Bylaws and the Removal, Resignation and Appointment article of the Bylaws (Articles 10 and 13). Whereas appointments pursuant to Article 10 are routine appointments to Standing Committees and appointments pursuant to Article 13 are to fill vacancies between

annual Executive Board and Standing Committee elections, the Executive Board is also, from time to time, required or requested to appointment persons to ad hoc committees of the Association, joint committees of the Association and the University, committees of the University, and other committees, offices or positions for which an Association appointee is required or requested.

Note also that, in accordance with Article 8.5.1 of the Bylaws, the Executive Board at its sole discretion is empowered to appoint up to two additional members to any Standing Committee, beyond the number of members specified in Article 10 of the Bylaws, in order to increase the diversity of membership with respect to category of appointment, faculty or academic unit, or membership in an equity-seeking group.

The purpose of this policy is to specify the criteria and process for appointments, and to specify the corresponding duties appointees have to the Association.

Within this Policy, the term *position* is defined to mean membership on committees, office, or any other role for which the Association is required or requested to select an incumbent or nominee (whether ex-officio, appointed or elected). Further, the terms *appointment* or *appointee* shall be inclusive of positions for which the Association selects a nominee for an external position, to be elected, appointed or otherwise confirmed by an external body.

#### 14.2 Scope

This Policy applies to appointments made by the Executive Board, except in the case of appointments made pursuant to the Standing Committee article of the Bylaws or made pursuant to approved ad hoc committee charters, where the Executive Board is empowered to appoint non-voting members of committees in advisory roles (these advisory appointments are listed in the table below for completeness).

For greater clarity, this Policy also describes those positions for which the Association selects members through election, but where these positions are not established pursuant to the Bylaws (e.g. certain committees of the University for which MRFA representatives are requested by the University).

#### 14.3 General Guiding Principles

Appointments are used by the Executive Board for filling positions that are not ex-officio, where either:

- Incumbents are required to possess specific qualifications or experience necessary for the successful discharging of their duties;
- Incumbents have significant representational duties on behalf of the Association;
- Committee membership is being expanded pursuant to Article 8.5.1 of the Bylaws; or
- It is not otherwise practicable to select an incumbent through an election process.

#### 14.4 Appointment Process

The following appointment process shall be followed by the Executive Board, except when an appointment is required to be made by the Executive Board from among the members of the Executive Board, in accordance with the Bylaws or an approved ad hoc committee charter:

- 14.5 Appointment criteria shall be established by the Executive Board for each position, whenever appointment criteria have not otherwise been specified in this Policy or elsewhere (e.g. in the Bylaws or an approved committee charter).

14.5.1 The criteria shall include the criteria for eligibility, which shall normally consist at a minimum of Regular Membership in the Association regardless of appointment category, faculty or academic unit.

14.5.2 The criteria shall include diversity and equity criteria as set out below.

14.6 The Executive Board shall solicit written expressions of interest from the Regular Members of the Association. At a minimum, the call for expressions of interest shall identify the position (accompanied by supplementary information about key duties or a link to more information, as appropriate), the term of appointment, the appointment criteria, and the mechanism and deadline for submission of expressions of interest. The call shall also include a diversity and equity statement as described below. The deadline for appointment shall not normally be less than seven (7) working days from the date the call is first issued.

14.6.1 The call for expressions of interest shall be communicated to the membership in writing, and shall be promoted through the Association's internal distribution mechanisms in accordance with the Communications Policy.

14.6.2 The Nominations Committee and the Department Communicators Network shall be informed of the call for expressions of interest.

14.7 Candidates submitting expressions of interest shall be requested to complete a diversity and equity self-identification survey, which shall be attached to the written expression of interest. Responses shall be optional.

14.8 The Executive Board shall make all decisions concerning appointments after considering, in confidence, all of the corresponding expressions of interest received and in consideration of the appointment criteria. If the Executive Board deems the pool of candidates to be insufficient, it may postpone the appointment decision either definitely or indefinitely, and may issue a secondary call for expressions of interest.

#### 14.9 Diversity and Equity

Calls for expressions of interest shall include the statement that the MRFA encourages expressions of interest from members with a diverse range of backgrounds and experiences.

Appointment criteria shall include diversity by category of appointment, discipline, department and faculty, except when there are bona fide reasons for restricting eligibility (e.g. when candidates from a particular group are explicitly sought).

Appointment criteria shall include diversity with respect to membership in equity-seeking groups including but not limited to persons with disabilities, indigenous peoples, women, members of racialized groups, and members of LGBTQ2S+ communities.

#### 14.10 Common Positions

The following is a list of positions that are commonly required to be filled, either on a periodic basis (e.g. through routine annual appointments) or from time-to-time. These

positions shall be filled by Executive Board appointment for the term indicated, based on the associated appointment criteria. Incumbents shall have the duties indicated. All positions report to and are accountable to the Executive Board. Mid-term vacancies shall be filled expeditiously, wherever possible, by appointment through the remainder of the term.

**Note carefully:**

- Default eligibility criterion is Regular Membership in the Association, except where noted below in accordance with the Bylaws
- Default diversity and equity criteria shall be as stated in the section above, except where noted below

<b>Position</b>	<b>Term</b>	<b>Duties</b>	<b>Appointment Criteria</b>	<b>Notes</b>
Mid-term vacancies in positions that are normally elected	The remainder of the current term	Per Bylaws or ad hoc committee charter	<ul style="list-style-type: none"> <li>- Eligibility: per Bylaws or ad hoc committee charter, or default eligibility if not specified</li> <li>- Diversity and equity: default</li> </ul>	When a vacancy exists, the Executive Board may have multiple options for filling it, including by appointment, or may have the option of leaving it empty under certain circumstances, in accordance with the Bylaws
Diversity appointment(s) as permitted per Bylaw Article 8.5.1	As determined by the Executive Board per appointment	Per Bylaws or ad hoc committee charter	As determined by the Executive Board per appointment	
Assistant Grievance Officer (x2)	2 years, staggered; 1 each September	Per Bylaws, Grievance Process Policy, and Grievance Committee Charter	<ul style="list-style-type: none"> <li>- Eligibility: Tenured Regular Member</li> <li>- Demonstrated commitment to the Association and to upholding the Collective Agreement</li> <li>- Knowledge and experience with the Collective Agreement and with processing grievances, or demonstrated ability and commitment to developing this knowledge and experience</li> <li>- Diversity and equity: default except as restricted by appointment category</li> </ul> <p>Note: the Executive Board shall seek to balance the need for experienced Grievance Committee members and continuity in grievance handling, with the need to develop grievance handling capacity through recruitment of new Committee members.</p>	In accordance with the Bylaws, the AGOs serve on the Grievance Committee and assist the SGO with any of his or her duties related to the processing of grievances. AGO positions serve to strengthen the Association's grievance-handling capacity. Appointments may be to build grievance handling capacity through the appointment of interested members with demonstrated potential, and also through the appointment of members with extensive experience in grievance and collective agreement matters
Chair, Awards Committee	2 years; appointed by December in each odd-numbered year	Per Bylaws and AC Charter	<ul style="list-style-type: none"> <li>- Eligibility: default</li> <li>- Understanding of the variety of ways and various levels to assess teaching, as per MRU standards (competent teaching, proficient and scholarly teaching and leadership and excellence in teaching).</li> <li>- Diversity and equity: default</li> </ul>	
Member, Collective Bargaining Advisory Committee (up to 7)	Per Bylaws (following each round of collective bargaining)	Per Bylaws and CBAC Charter	Per Bylaws and CBAC Charter	The CBAC Charter should be reviewed and revised by the Executive Board following the conclusion of each round of collective bargaining, and prior to making appointments
MRFA representative and alternate, University Tenure and Promotion Committee	3 years; Current rep. term 2018-2021; Current alt. term 2016-2019; Appointed in September	Per the UTPC Representative Role and Responsibilities Statement	<ul style="list-style-type: none"> <li>- Eligibility: Tenured Regular Member</li> <li>- Demonstrated commitment to the Association, to upholding the Collective Agreement and to the principles of fairness and natural justice</li> <li>- Knowledge of Mount Royal's tenure and promotion system, including clear understanding of the relevant articles of the Collective Agreement, the detailed criteria and standards approved by</li> </ul>	In accordance with CA Article 9

			<p>General Faculties Council, and the Tenure and Promotion Handbook</p> <ul style="list-style-type: none"> <li>- Experience serving on tenure and/or promotion committees</li> <li>- Diversity and Equity: default except as restricted by appointment category</li> </ul>	
MRFA representative, University Sabbatical Leave Committee	3 years; Current rep. term 2017-2020; Appointed in September	Per the SLC Representative Role and Responsibilities Statement	<ul style="list-style-type: none"> <li>- Eligibility: Tenured Regular Member</li> <li>- Demonstrated commitment to the Association, to upholding the Collective Agreement and to the principles of fairness and natural justice</li> <li>- Knowledge of Mount Royal's leave system, including clear understanding of the relevant articles of the Collective Agreement, and the guidelines developed by the Sabbatical Leave Committee</li> <li>- Prior experience with the leave system, as a an applicant, recipient and/or committee member shall be considered</li> <li>- Diversity and Equity: default except as restricted by appointment category</li> </ul>	<p>In accordance with CA Article 17</p> <p>This committee does not currently include an MRFA alternate, although a recommendation for this addition has been provided to the Negotiating Committee</p>
MRFA representative on University Benefits Committee (x2)	2 years; Appointed in September	Per the Benefits Committee Representative Role and Responsibilities Statement	<ul style="list-style-type: none"> <li>- Eligibility: in accordance with Collective Agreement Article 16</li> <li>- Demonstrated knowledge and experience pertaining to employee benefit plans, employee insurance plans and employee pension plans</li> <li>- Clear understanding of the Collective Agreement, including but not limited to Article 16 (Benefits and Insurance)</li> <li>- Experience on the Negotiating Committee or the Grievance Committee shall be considered</li> <li>- Diversity and equity: default except as restricted by eligibility, above</li> </ul> <p>Note: the Executive Board has typically appointed the Contract Member Rep to the Benefits Committee, as this function aligns well with this role on the Executive Board and Negotiating Committee</p>	<p>Per CA Article 16, the committee "makes recommendations regarding the University benefits plan". Greater clarity is required concerning the representatives' responsibility to report to consult with the Executive Board prior to making recommendations</p>
Joint Diversity and Equity Committee	Specified at the time of appointment. Note current members were appointed mid-2017-18	Per the JDEC Representative Role and Responsibilities Statement	To be determined by the Executive Board, based on the anticipated goals and work of the joint committee, prior to soliciting expressions of interest	In accordance with CA Article 24
MRFA representative on Joint Committee for the Review and Interpretation of the Collective Agreement (x3)	3 years, staggered; 1 each September	Per the JCRICA Representative Role and Responsibilities Statement	<ul style="list-style-type: none"> <li>- Eligibility: default</li> <li>- Clear and detailed understanding of the Collective Agreement, including its bargaining and/or grievance history</li> <li>- Prior service as an Association President, grievance officer and/or member of the Negotiating Committee shall be considered</li> <li>- Diversity and equity: default</li> </ul>	In accordance with CA MOU on pages 124-125
Member, Academic Director selection committee	Appointments made as required, normally until committee discharged	In accordance with CA Article 27 and any relevant University policy	<ul style="list-style-type: none"> <li>- Eligibility: Tenured, Tenurable or Limited-Term Regular Members</li> <li>- Membership in an appropriate academic unit as determined by the Provost or designate, in accordance with Article 27 of the Collective Agreement</li> <li>- Diversity and equity: default except as restricted by eligibility and academic unit, above</li> </ul>	In accordance with CA Article 27. Note that Conditional-tenurable and contract members are ineligible
MRFA representative(s) on Joint Health and Safety Committee	TBD; Note: current incumbent is interim	TBD	TBD, awaiting revision of committee charter	Required per AB OH&S legislation

Member, Faculty Centre Management Committee	1 year; Appointed in August	Per Bylaws and FCMC Charter	Must be a member of the Executive Board	The Member at Large is normally requested to serve in this capacity
Member, Bylaws and Governance Committee (×2)	1 year; Appointed in August	Per Bylaws and BGC Charter	Must be a member of the Executive Board	
Optional advisor, Bylaws and Governance Committee	Maximum 1 year (see notes)	(see notes)	(see notes)	The Executive Board may appoint any other person recommended by the Committee to serve in an advisory role (non-voting) for the remainder of the academic year
Optional advisor, Diversity and Equity Committee	Maximum 1 year (see notes)	(see notes)	(see notes)	The Executive Board may appoint any other person recommended by the Committee to serve in an advisory role (non-voting) for the remainder of the academic year
Department Communicators Network	2 years, staggered by department; Each spring by June	Per Bylaws and the “list of expectations and duties” provided by the Communications Committee annually in accordance with the Bylaws	<ul style="list-style-type: none"> <li>- Eligibility: default</li> <li>- Demonstrated engagement with and commitment to the Association, including regular attendance at Meetings of the Association</li> <li>- Clear history of fulfilling the “list of expectations and duties” where reappointment is sought</li> <li>- Diversity and equity: default</li> </ul>	
Nominee for Trustee, CAUT Defence Fund (×2)	Trustee terms are in accordance with the CAUT Defence Fund Bylaws, but note that trustees are normally elected by the Fund membership at its annual meeting each October for 2 year terms, staggered; The MRFA will endeavour to select its nominee(s) by May	In accordance with the CAUT Defence Fund Bylaws In addition, the Trustees shall provide periodic updates to the Executive Board, and shall liaise with the Association’s President and its Vice-President, Negotiations as necessary	<ul style="list-style-type: none"> <li>- Eligibility: default</li> <li>- Demonstrated history of commitment to the Association and familiarity with recent and/or current bargaining context</li> <li>- Availability to participate in Trustee meetings throughout the 2-year term of appointment (held as needed by teleconference throughout the year, and in person annually for one full day in October in either Toronto or Montreal)</li> <li>- Familiarity or experience with the broader Canadian post-secondary labour relations context is an asset</li> <li>- Experience in fund management is an asset</li> <li>- Willingness and ability to participate in a flying picket should the need arise, during job action by a Fund member union</li> <li>- Diversity and equity: default</li> </ul>	The Executive Board may wish to give strong consideration to the President as one of the Trustees, wherever possible, due to (1) the flexibility of the President’s schedule, and (2) the value in facilitating keeping the Executive Board informed, through the President, of the labour relations and bargaining context at other institutions
MRFA representative, University administrative search committee	Appointments made as required, normally until committee discharged	In accordance with University policy and committee terms of reference and Per the University Search Committee Representative Role and Responsibilities Statement	<p>Special:</p> <ul style="list-style-type: none"> <li>- The Executive Board shall normally appoint the President, where appropriate and where available.</li> <li>- The Executive Board may consider the appointment of another Regular Member, normally a member of the Executive Board, in the case that the President will not be the appointee.</li> </ul>	The Executive Board should consider the composition of the search committee prior to making the appointment. Although the appointee is not serving in their capacity as a member of an academic unit or faculty, but on behalf of the Association, the Executive Board should nevertheless exercise caution with respect to perceived, potential or actual conflicts of interest, and regarding perceptions of unbalanced representation by particular academic units or faculties
Ad hoc Job Action	Appointment continues	Per committee charter and/or	<ul style="list-style-type: none"> <li>- Eligibility: per ad hoc committee charter,</li> <li>- Diversity and equity: default</li> </ul>	- The striking and dissolution of job action

Communications Committee	from when the committee is struck until it is dissolved.	as directed by the Executive Board	- Members appointed would ideally be supportive of MRFA principles and bargaining positions prior experience in job action would be deemed beneficial	related committees is done at the discretion of the Executive Board. - The JACC will normally be struck when bargaining is approaching formal mediation, and will be dissolved after the conclusion of job action. The Job Action Committee is expected to maintain a list of potential and interested members to serve on the ad hoc job action committees.
Ad hoc Job Action Finance Committee	Appointment continues from when the committee is struck until it is dissolved.	Per committee charter and/or as directed by the Executive Board	- Eligibility: per ad hoc committee charter, - Diversity and equity: default 1. prior experience in budget management and/or job action would be deemed beneficial	- The striking and dissolution of job action related committees is done at the discretion of the Executive Board. - The JAFAC will normally be struck following member polling and/or a strike vote, and will be dissolved after the conclusion of job action. 2. The Job Action Committee is expected to maintain a list of potential and interested members to serve on the ad hoc job action committees.
(Ad hoc/Standing) Job Action Committee	TBD if/when incorporated in Bylaws	Per committee charter and/or as directed by the Executive Board	- Eligibility: per ad hoc committee charter, - Diversity and equity: default - prior experience in job action would be deemed beneficial 3. those appointed to the committee should represent the variety of perspectives held by the membership (i.e. including those who are for and against job action)	4. The JAC is currently an ad hoc committee until it may be included in the MRFA Bylaws as a standing Committee of the Association.

The following are positions for which the Association selects members through election, normally in conjunction with annual Standing Committee elections, but where these positions are not established pursuant to the Bylaws (e.g. committees of the University or related bodies for which MRFA representatives are requested):

- Alumni Advisory Council
- Daycare Board
- Distinguished Team Award
- Transportation Advisory Committee
- Sustainability Committee

These positions shall normally have two-year terms. The Executive Board shall liaise with the incumbents upon their election, as necessary throughout their terms. Expectations, including with respect to periodic reporting, shall be discussed with the incumbents deemed necessary by the Executive Board.

## 15 Voting Policy

The aim of the MRFA's voting policy is to ensure the anonymity of our members, transparency in the process and engender confidence in the results of all MRFA elections and ratifications.

### 15.1 Executive Board Election - Voting

- 15.1.1 Prior to voting, a candidates forum shall be held either at the beginning of the meeting or at a separate forum prior to the meeting.
- 15.1.2 Voting for Executive Board positions shall only take place during an AGM or a Special Meeting by paper ballot only, except for advance online polling allowed for the position of Contract Member Representative, by contract members.
- 15.1.3 The Chief Returning Officer (CRO), or designate, shall invite candidates to appoint scrutineers who shall be involved in the collection, verification and counting of ballots.
- 15.1.4 Upon appointment or refusal of scrutineers the meeting shall be recessed until all members present have voted.
- 15.1.5 Each voting station will be operated by two faculty members comprised primarily of members of the Nominations Committee with the assistance of others, if applicable.
- 15.1.6 Each member shall vote at an applicable voting station, by last name, their names shall be crossed off of the eligible voter list and they shall sign a form indicating receipt of their ballot.
- 15.2 Executive Board Election - Vote Counting
  - 15.2.1 Once all members present at the meeting have cast their ballot, the members responsible for each voting station, the scrutineers, if any, and the CRO shall collect all ballot boxes and count the votes in a nearby meeting/classroom.
  - 15.2.2 The total vote count is to be cross checked with the total number of voters. Should there be a discrepancy between the two numbers all votes shall be recounted.
  - 15.2.3 In the case of a tie, the CRO's ballot shall be opened and counted to break the tie (MRFA Bylaws article 12.1.10).
- 15.3 Announcement of Results and Destruction of ballots
  - At the meeting, the CRO shall announce the successful candidates and make a motion that the ballots be destroyed.
- 15.4 Committee Election - Voting
  - 15.4.1 Voting for MRFA Committee positions shall be done online or by paper ballot in the faculty centre, and it shall take place on two consecutive working days from 9:00 – 5:00 to follow the AGM. The precise dates of voting are to be determined at the AGM.
  - 15.4.2 All candidates for MRFA committees must submit a campaign statement prior to commencement of voting.
  - 15.4.3 At the AGM, following the close of committee nominations, the CRO, or designate, shall invite candidates to appoint scrutineers who shall be involved in the collection, verification and counting all ballots.
  - 15.4.4 Online ballots shall be emailed to all eligible voting members at 9:00am on the day of commencement of voting. Online ballots shall be linked to unique voter IDs and passwords.
  - 15.4.5 Each eligible voter shall only be able to vote online once.
  - 15.4.6 Ballots cast online can only be viewed by the voter by logging in to the voting account with the same username and password: this enables voters to confirm their ballot has been recorded correctly.

- 15.4.7 Online voting results are only reported in aggregate to the election administrator.
- 15.4.8 Online voting shall be open continuously from the commencement to the close of the voting period.
- 15.4.9 Paper balloting shall be available in the faculty centre and shall be coordinated by the election administrator who has access to the online voting software.
- 15.4.10 Each member shall vote in the Faculty Centre, their names shall be crossed off of the eligible voter list and they shall sign a form indicating receipt of their ballot.
- 15.4.11 Each ballot shall put into a sealed and numbered envelope before being deposited in ballot box.
- 15.4.12 Prior to the close of online voting, the election administrator shall cross check paper voters with the online voters. Should a member have voted online their paper ballot shall be void and will be removed from the paper ballots. The member may be subject to applicable provisions in the MRFA's Ethics Bylaws.
- 15.4.13 Remaining paper ballots shall be entered, at random, to the online voting system. If applicable, scrutineers may confirm that paper ballots are properly entered into the online system.
- 15.4.14 In the case of a tie, the CRO's ballot shall be opened and counted to break the tie (MRFA Bylaws article 12.1.10).

#### 15.5 Committee Elections - Vote Counting

The online voting system shall generate results upon the close of the voting period.

#### 15.6 Announcement of Results and Destruction of Ballots

- 15.6.1 Only the candidates who are elected shall be declared: vote counts shall not be released under any circumstance.
- 15.6.2 The CRO shall move, at the next General Meeting, that ballots be destroyed.

### 16 Ratification of Agreements

16.1 At the Special or Extraordinary Meeting called to discuss the terms of settlement, the Ratification Meeting, members present have the authority to determine the method of voting from the following options:

- 16.1.1 Paper Balloting at the Meeting shall follow the same process as described above for Executive Board Elections.
- 16.1.2 Online Voting with Optional Paper Balloting shall follow the same process as described above for Committee voting.
- 16.1.3 Show of Hands at the Meeting: the number, but not the names, of members who vote shall be recorded in the minutes for the Ratification Meeting.

### 17 MRFA Strike Pay Policy

#### 17.1 Purpose and Eligibility

The purpose of strike pay is to provide pay to Regular Members who are supporting job action, due to strike or lockout, and who are losing employment income from the University as a result of this support. Support for job action takes the form of refusing to fulfill professional/employment duties for the University, and participating in picketing or other

daily duties as defined and assigned by the Association. Members who normally work weekday hours are expected to support the strike with daily service during weekdays, but may be excused on occasion, at the discretion of the Association, as set out below.

All Regular Members, whether full-time, limited-term or contract, who are losing employment income from the University as a result of supporting job action shall be eligible for strike pay at the full rate specified in Section 4, except as set out below.

Persons other than Regular Members, and those Regular Members who are not losing employment income from the University as a result of supporting job action, shall not be eligible to receive strike pay. Regular Members who are losing a portion but not all of their employment income, for example due to fulfilling specific professional/employment duties pursuant to an essential services agreement between the Association and the University, shall be eligible to receive prorated strike pay at a rate determined and approved by the Executive Board.

To be eligible for strike pay, all assigned duties must be carried out fully and in accordance with any directions specified by the supervising picket captain.

## 17.2 Duties

Duties shall be as defined and assigned by the Association. Duties normally include picketing duties. Members can be assigned non-picketing duties, such as leafleting, media monitoring, managing phone and email trees, organizing rallies and meetings, preparing and delivering food and supplies, performing support duties at strike headquarters, or any other job action-related activities determined by the Association.

Duties shall be assigned in daily shifts, with durations of shifts varying by type of duty. Shift durations shall not normally be less than three hours, and shall not normally be greater than six hours.

## 17.3 Accommodation and Excuse from Duties

Members requiring accommodation, for example due to disability, may be assigned non-picketing duties as appropriate. It shall be the responsibility of the member to notify the Association of a request for accommodation.

In exceptional circumstances, the Executive Board may excuse a member from performance of duties, with strike pay. This shall normally be for accommodation-related or similar reasons, for example related to disability or family care, when performance of duties is not otherwise possible through accommodation, for example through assignment of alternative or modified duties or through flexible scheduling of shifts. It shall be the responsibility of the member to notify the Association of a request for excuse from duties. Supporting documentation shall be required. The decision of the Executive Board with respect to excusing members from duties with strike pay shall be final.

## 17.4 Rate

Strike pay shall be calculated based on a daily rate (1 fully-completed shift at an assigned duty = 1 day of support for job action). This rate shall be as determined by the Executive Board in advance of, or during, each round of bargaining, and shall be communicated to Regular Members prior to the start of formal mediation pursuant to the *Labour Relations Code* of Alberta.

The daily rate shall not normally be less than \$100/day<sup>4</sup> and shall not normally be more than \$170/day<sup>5</sup>.

In determining the daily rate, the Executive Board shall consider factors including but not limited to:

- The current balance of the MRFA Contingency Fund, as well as anticipated future need to access the Contingency Fund including for purposes other than provision of strike pay;
- The current CAUT Defence Fund benefit daily rate per member;
- The estimated post-deduction rate of pay for a contract Lecturer at grid Step E1 @ 144 SICH/semester
- The intent of strike pay to minimize but not necessarily eliminate the hardship that members face as they take job action;
- The anticipated and desired level of member support for job action; and
- The likely duration of the job action.

Accrual of strike pay shall begin on the first day of job action. Members shall be eligible to accrue strike pay for up to five shifts per week, with exceptions to be approved by the Executive Board. Members shall normally be assigned a maximum of one shift per day.

#### 17.5 Records of Assigned Duties Performed

The Association shall maintain a record of all duties assigned to and performed by Regular Members. Members shall be required to sign in at the start of a shift, and to sign out at the end, either at strike headquarters or with the supervising picket captain.

#### 17.6 Payment

The administration and disbursement of strike pay shall be overseen by the Executive Board. Payments shall be made on a regular basis, normally weekly, according to a manner and schedule as approved by the Executive Board, and based on the Association's records of assigned duties that have been performed.

#### 17.7 Disputes

Should a dispute arise with respect to payment, the Executive Board shall render a decision which shall be final.

#### 17.8 Strike Hardship Fund

Prior to the commencement of job action, the Executive Board shall establish a portion of the Contingency Fund as a Strike Hardship Fund (the "Fund"). The purpose of the Fund shall be to further reduce the hardship of any Regular Member who is losing employment income from the University as a result of supporting job action (or who has been excused from performance of duties as set out above) *and* who is facing an extraordinary financial hardship that is caused or exacerbated by this disruption in normal employment income. Without restricting the ability to consider individual circumstances, "financial hardship" is

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<sup>4</sup> Based on the current (March 2018) CAUT Defence Fund benefit daily rate of \$88/member/day (after third day of strike) plus top-up from the MRFA Contingency Fund.

<sup>5</sup> Based on the rate of pay (2017-2018) for a contract Lecturer at grid Step E1 @ 144 SICH/semester with 8% vacation pay, estimated post-deductions.

understood to mean inability to meet basic needs related to housing, food, family care, transportation, etc. Supporting documentation shall be required.

Disbursements from the Fund per member shall not exceed the lesser of:

- \$1200 in total over the duration of the job action; and
- The difference between the member's daily rate for post-deduction pay (as estimated by the Association based on documentation provided by the member) and the daily rate for strike pay, multiplied by the duration of the job action in weekdays.

The size of the Fund shall not exceed \$50,000.

The size of the Fund, and the confidential application and decision-making process, shall be as established by the Executive Board at the same time as the determination of the daily rate for strike pay.

## 18 Ethical Purchasing Policy

The Association shall manage its monetary resources and purchases in an ethical and transparent manner. All purchasing shall be done in accordance with the Association's Bylaws. Wherever possible and without causing undue hardship, the Association shall make its purchases from companies and organizations which support union environments, promote the social good, and environmental sustainability.

## 19 Travel, Conference and Professional Development Expense Policy

All travel, conference and professional development expenses incurred by the Association must be directly related to fulfilling, or to building individuals' capacities to contribute to, the Association's core mandate by law, or its objectives in accordance with the Bylaws. Conferences, seminars, and other professional development opportunities which provide a clear benefit and demonstrated value may be approved subject to budgetary considerations, and with priority given to those related to labour relations, duties related to member representation, and the provision of services to the membership.

19.1 Expenses related to the following events have standing approval under this policy:

- CAUT Council Meetings
- CAUT Defence Fund Annual Meeting
- CAUT Forum for Chief Negotiators
- CAUT Forum for Presidents
- CAUT Forum for Senior Grievance Officers
- CAUT Contract Academic Staff Conference
- CAUT Workshop for New Activists
- CAUT Forum for New Presidents
- Western Regional Conference
- Travel to Edmonton pertaining to government relations
- Travel within Calgary pertaining to government relations and legal counsel

19.2 Conferences, seminars and other professional development opportunities not listed above are subject to the following requirements and considerations:

19.2.1 A proposal must be submitted to the Executive Board outlining the projected costs and anticipated value of the conference and how it would contribute to the work of the Association. Proposals will be accepted in accordance with the following timelines:

<b>Application Deadlines</b>	<b>Funding Period</b>
Second Friday of September	October 1 – December 31
Second Friday of December	January 1 – March 31
Second Friday of March	April 1 – June 30
Second Friday of May	July 1 – September 30

19.2.2 Executive Board approval of travel, conference and professional development expenses shall take into consideration the balance in the range of conferences to which members/staff are sent as well as the type of conferences which are funded.

19.2.3 No later than 20 working days following the conclusion of an event funded pursuant to this Policy, a written report shall be submitted to the Executive Board outlining substantive takeaways which would inform the work of the Association.

19.3 Individuals seeking reimbursement for expenses incurred while travelling on MRFA business must submit an Expense Claim Form (Appendix III) and receipts: receipts are required for all expenses other than mileage and private accommodations, if applicable. A separate Expense Claim Form is to be submitted for each event attended or trip taken on MRFA business. Expense Claim Forms must be submitted no later than 45 calendar days after the event for which the expenses are being claimed. Expenses in addition to those detailed below are not reimbursed unless they are authorized in advance by the Executive Board.

19.4 To be eligible for reimbursement, all purchases shall be made in accordance with the MRFA's Ethical Purchasing Policy.

#### 19.5 Air Travel

Airplane tickets are to be booked in advance to take advantage of any special airfares which may be available. The MRFA shall pay for pre-selection of seats and up to one checked bag. Fees charged for overweight bags and extra bags will not be reimbursed. In Flight food will be reimbursed if the flight duration is over 2 hours.

#### 19.6 Ground Travel

The MRFA shall reimburse expenses incurred for all types of public transit and taxis: receipts required. If a member uses their own vehicle while traveling on MRFA related business, they shall be reimbursed at the rate of \$0.55/km. Mileage paid by the MRFA shall not exceed the lowest airfare available at the time of the event. The MRFA shall not normally pay for rental vehicles unless it is authorized in advance by the Executive Board.

#### 19.7 Accommodation

Commercial overnight accommodation is reimbursed at the single room rate for those nights reasonably necessary to attend meetings/events or carry out MRFA business. Accommodations shall normally be at the location of the meeting/event, but may also be at the most reasonable accommodation in the immediate vicinity or in private

accommodations. A member shall be reimbursed, up to a maximum amount of \$100, for a host gift or meal when private accommodation is arranged. The Association shall also reimburse the cost of access to wireless internet if applicable.

#### 19.8 Meals and Incidentals

The Association shall compensate members in an amount up to \$85.00 per day for meals and incidentals upon submission of receipts. This is intended to cover Breakfast (\$15.00), Lunch (\$15.00), Dinner (\$40.00), and incidentals (\$15.00).

#### 19.9 Childcare

The MRFA shall provide reimbursement of expenses over and above regular day to day costs associated with providing care for dependents while members are away on MRFA business: receipts required.

#### 19.10 Other

- Telephone: Actual cost of calls while away on MRFA-related business is reimbursed: phone bill required.
- Hospitality: Hospitality expenses and tips are normally reimbursed: receipts required for tips.
- Other expenses: Actual cost of other expenses that would not normally be incurred, such as parking, is reimbursed: receipts required. Other expenses may be subject to approval by the Executive Board.

## 20 Disposal of Goods

This policy deals with the disposal of MRFA property, with an emphasis on items of a reusable nature or with significant value. Items covered under this policy include, but are not limited to, furniture, artwork, computers, appliances, equipment and other physical items in the Faculty Centre. This policy shall not apply to items valued at less than \$50.

#### 20.1 Estimation of Value

When an item is identified for potential disposal, the appropriate MRFA staff member shall estimate its value. The Faculty Centre Management Committee may revise this estimate.

#### 20.2 Disposal Approval

20.2.1 Disposal of items valued at up to \$100 shall not require approval.

20.2.2 Disposal of items valued over \$100 and up to \$500 requires Faculty Centre Management Committee approval.

20.2.3 Disposal of items valued over \$500 requires a recommendation by the Faculty Centre Management Committee and approval by the Executive Board.

#### 20.3 Disposal Process

20.3.1 Consideration shall first be given to donation and/or reuse of an item. Where appropriate, the item shall be offered to each of the following, in order:

- MRFA Regular Members on a first-come, first-served basis;
- MRFA Staff on a first-come, first-served basis;
- Charitable organizations, where appropriate.
- Failing donation or reuse, final disposal shall be via recycling whenever possible.

- In exceptional circumstances, either the Faculty Centre Management Committee or the Executive Board may consider the sale of an item.

## Faculty Centre Policies

### 21 Guest Access to the Faculty Centre

- 21.1 Maintaining a membership and guest policy is a requirement of the Faculty Centre Liquor Licence under the Alberta Gaming and Liquor Act.
- 21.2 Members are responsible for the conduct of their guests. Members shall normally be present with their guests in the Faculty Centre.
- 21.3 Members are asked to be sensitive to the fact that the Faculty Centre is primarily a meeting and social space for MRFA Members, some of whom may be uncomfortable sharing that space with current Mount Royal students, particularly during Attitude Adjustment and other social functions. As per the Bylaws, student guests require the approval of any member of the Executive Board or of the Executive Board for larger groups.

### 22 Faculty Centre Rentals and Catering

#### 22.1 Aims

- 22.1.1 The Faculty Centre is a Mount Royal University facility leased to the MRFA primarily for exclusive use by the Association and its members. The Centre is the Association's venue for social and professional interaction. Use of the Centre by others is a limited privilege and must be authorized by the Association. Faculty Centre bookings are made through the Faculty Centre Coordinator in accordance with the current guidelines and fee schedule established by the Association.
- 22.1.2 No contents of the faculty centre nor any MRFA property stored in adjacent areas shall be lent out nor rented for use off site.

#### 22.2 Principles

- 22.2.1 Operating procedures and user guidelines may be suspended by the Executive Board to accommodate extenuating circumstances or special occasions.
- 22.2.2 The goal of the Faculty Centre will be to operate primarily on a cost recovery basis and to generate enough profit to cover expenses related to insurance, food, beverages, maintenance, renovations, furnishings, etc.
- 22.2.3 In all cases, the Centre's operation must conform to the intent of the lease agreement between the MRFA and the MRU Board of Governors.

#### 22.3 Booking Access and Priority

- 22.3.1 Any Association member, at the discretion of the Faculty Centre Coordinator, may book the Faculty Centre for meetings or events outside regular hours. Any booking made during regular hours shall be considered with regards to maintaining the regular functions of the MRFA and the workload of the Faculty Centre Coordinator. All bookings in the Faculty Centre shall be subject to the rental rates and service costs outlined in this policy.

22.3.2 Bookings for the Faculty Centre shall be on a first come, first-served basis, with the proviso that MRFA meetings and events have priority use of the facility during regular hours: 7:30 a.m. to 4:00 p.m. Monday - Thursday and 7 a.m.- 7 p.m. Fridays. The Faculty Centre is closed and unavailable for any bookings June 15 – August 14 and December 21 – January 3.

22.3.3 All Regular Members of the Association in good standing are entitled to book the Centre and/or its meeting rooms at no cost for meetings or other events that are related to the Association or in their capacity as academic staff, or for private events (within or outside regular hours) not requiring food or bar service or other MRFA staff support. Bookings not related to the Association or members' roles as academic staff require an extension of the Association's liability insurance coverage: such bookings shall only be confirmed after coverage has been obtained by the Association.

22.3.4 The Faculty Centre may be reserved by Associate Members, Honorary Members, Social Members and Members Emeriti at no cost for meetings or other events that are related to the University and occur during regular business hours.

22.3.5 Regular Members in good standing serving in the role of liaison with Student Clubs or Societies which are recognized by the Students' Association of Mount Royal University may book the faculty centre on behalf of the student group, at no cost, with the following conditions being met:

- The faculty member making the booking must be present for the duration of the event,
- The event and/or group's purpose must be academic in nature,
- The event must not interfere with the regular operations or purpose of the Faculty Centre,
- An extension of the Association's liability coverage must be obtained in advance,
- The event must be approved by the Executive Board,
- Bar service shall not be provided, and
- If food service is requested, the booking shall only be confirmed at the discretion of the Faculty Centre Coordinator.

22.3.6 During any booking, either a Member or MRFA staff must be present and responsible for the use of the Faculty Centre. Faculty Centre Bookings include use of the sound system, meeting rooms, fireplace, and non-exclusive use of the patio. Clients and their guests are expected to

- protect the security of the Faculty Centre including following any directions related to Campus Security
- respect the staff of the Association, their time, and their other (primary) commitments, and
- respect the property of the Association and the University, including returning the Faculty Centre to its condition prior to use.

## 22.4 Rates and Billing

22.4.1 The MRFA will provide a quote in advance for all bookings requiring food and/or service. Bookings will not be confirmed nor will any food or service be

provided till the MRFA receives written acceptance and confirmation of the quote as provided.

22.4.2 Invoices may be paid by FOAP, Cash or Cheque. If paying by FOAP, the signed invoice, with the debit FOAP and attendance list provided, must be returned to the MRFA within two weeks of the event.

22.4.3 Liquor Service:

22.4.3.1 An MRFA employee with Alberta Service Intervention Certification must be present if liquor is being served. Only members serving in their capacity as members of the Social Events Committee are permitted to assist in liquor service.

22.4.3.2 Based on legislation there must be food served if liquor is being served; therefore, there will be a nominal \$25.00 fee for incidental snacks (e.g. chips, popcorn, etc.) that are provided with the liquor service if no other food is served.

22.4.3.3 All liquor served must be purchased by the Faculty Centre Coordinator. The coordinator will need 48 hours' notice, and the liquor must be paid for in cash. Any liquor that is left over remains in the Centre: it may be locked up for future use.

22.5 Food Service:

22.5.1 For food prices contact the faculty centre coordinator. Food is provided at cost: preparation, service and cleaning are charged separately.

22.6 Faculty Centre Rental and Service Fees

22.6.1 Services provided include buffet catering, liquor service, set up and light clean-up. Table service and bussing are not provided.

22.6.2 \$40.00 per hour (including procurement and prep time) for MRFA staff time when scheduled outside regular work hours. \$100.00 per hour (including prep time) for work scheduled on Holidays. Note: events booked during regular hours may still be subject to service fees due to procurement and preparation and other workload factors which occur outside regular hours. Additional staff service fees may be charged in accordance with the Association's staffing policy if the event requires staff in addition to the Faculty Centre Coordinator.

22.6.3 Food is charged at cost. Beverages are charged according to the posted prices in the Faculty Centre.

22.6.4 The person(s) hosting the event are liable for any damages incurred.

22.6.5 See MRFA room booking form for any additional regulations on Faculty Centre use.

22.6.6 For MRFA functions, food and beverage provision will be determined by the Faculty Centre Coordinator in consultation with MRFA committees as appropriate.

	Regular Hours	After Hours	Staff Service <sup>2</sup>	Snacks <sup>3</sup>
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Member Booking <sup>1</sup>	No cost	No cost	\$40.00 per hour <sup>4</sup>	\$25.00
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<sup>1</sup> An MRFA member or MRFA employee must be present. An MRFA employee will be paid at the rate in column four.

<sup>2</sup> The member booking the services will pay this rate for all time required to procure and prepare food, set up, host and/or clean up from events scheduled outside the regular work hours of the Faculty Centre Coordinator or which otherwise impact the regular work of the Faculty Centre Coordinator. \$18.00 per hour will be charged for any additional staff required.

<sup>3</sup> See item 4.3.3.2

<sup>4</sup> Service will be charged at the rate of \$40.00 per hour regular pay. On Holidays the Fee for Service shall be double time and a half: \$100.00 per hour.

## Staffing

### 23 Responsibilities and Expectations

23.1 The President of the Association shall:

- Be the sole line manager of Association staff.
- Make all appointments of staff, in consultation with the Executive Board.
- Be responsible for conducting annual performance reviews, in June, and such other performance reviews as required by the Executive Board.
- Conduct such reviews on the basis of position descriptions approved by the Executive Board in consultation with staff working in those positions, and on the basis of clear performance expectations established by the Executive Board and communicated in a timely manner to staff.
- Conduct such reviews in a formative spirit, using best practices recommended by Association counsel, Human Resources professionals, the Executive Board and other resources as appropriate.
- Report confidentially to the Executive Board on the results of performance reviews.
- Carry out any resolutions of the Executive Board on staffing matters.
- Report to the Executive Board any relevant information conveyed by Association staff on contractual, employment or workplace environment matters.
- Ensure that the work of Association staff is directed only by the President or, where delegated by the President, the Senior Administrative and Faculty Relations Officer, the Vice-President, Negotiations on negotiations matters, the Treasurer on financial matters, or the Communications Officer on communications matters.
- Preserve the confidentiality of personal information or personnel matters brought forward by staff.
- Protect staff from any reprisals or recriminations arising out of reports of misconduct or misappropriation by staff or faculty.

23.2 The Executive Board of the Association shall:

- Ensure appropriate representation for Association staff at least on a par with the representation that the MRFA provides for its own members, either through a labour organization duly designated to represent staff, or through another independent mechanism.

- Establish position descriptions and performance expectations and communicate these to staff in a timely manner.
- Determine position classifications and pay grids for Association staff based on the Mount Royal Support Staff Association Collective Agreement.
- Ensure that the ethics and non-discrimination protections offered to faculty by the MRFA Bylaws, the Collective Agreement, University and Association policies, and legislation, are applied to MRFA staff.
- Ensure that employee benefits accruing to full-time faculty under the Collective Agreement or University or Association policies are available to Association staff.
- Approve the initial grid step placement of newly hired staff.
- Advise the President of concerns related to staff performance.
- Receive reports from the President on staff performance and on contractual, employment and workplace environment matters and make recommendations to address these.
- Advise the President on how best to acknowledge and reward exceptional performance, and on formative remediation strategies where staff performance is below expectations.
- Preserve the confidentiality of personal information or personnel matters brought forward by staff.
- Protect staff from any reprisals or recriminations arising out of reports of misconduct or misappropriation by staff or faculty.

23.3 The Staff of the Association shall:

- Be coordinated by the Senior Administrative and Faculty Relations Officer in accordance with article 23.1.
- Advise the President when difficulties arise with performance expectations, timelines for activities, contractual or workplace environment issues.
- Notify the President of anticipated or unexpected absences from work.
- Refer to the President any instance of inappropriate conduct by staff or by faculty toward staff; any serious instance of confusion or conflict over responsibilities; and any instance where someone other than the President or appropriate delegate attempts to direct the work of staff.
- Report to the President and Executive Board, without fear of reprisal or recrimination, any misconduct or misappropriation of Association funds or assets.
- Abide by relevant policies, bylaws, and other facilities requirements including the lease agreement.
- Maintain regular working hours as stipulated in staff contracts. These hours may be varied by agreement of the President and staff member. Notwithstanding these regular working hours, staff offices may be closed to members and others when time and concentration require it.
- Inform the President, in advance, when overtime accumulation is anticipated and for what purpose.
- Protect the confidentiality of such information as may arise in the course of Association business, including protecting the confidentiality and identity of faculty meeting with the President, Executive Board or Grievance committee.

## 24 Staff Compensation

### 24.1 Staff Grids and Annual Increments

With the exception of the Labour Relations Officer, Staff positions shall be assigned a pay grid in the Mount Royal Support Staff Association classification system. The Executive Board may seek the advice of the classification committee in Human Resources, but must make the final determination itself because there are no comparable support staff positions in the university. The pay grids in currently assigned are:

- Senior Administrative and Faculty Relations Officer (SAFRO): pay grid 24
- Faculty Centre Coordinator (FCC): pay grid step 15
- Administrative Assistant (AA): pay grid step 19
- Labour Relations Officer (LRO): pay grid in MRFA Policy Appendix

24.1.1 Initial placement on the grid shall be recommended by the hiring committee and approved by the Executive Board. Prior experience may be considered in an employee's initial grid step placement. The maximum initial placement shall be Step 4.

24.1.2 The anniversary date for grid and long service increments shall be either July 1 or January 1, whichever is closest to the date of commencement of employment.

24.1.3 An employee's salary shall be increased annually by one increment until Step 7 is reached. The long service increment LSI 1 shall be paid after eight years of service to the Association. The long service increment LSI 2 shall be paid after ten years of service to the Association.

### 24.2 Staff Overtime and Fees for Service

24.2.1 The following Overtime provisions are not applicable for the LRO position which is deemed exempt from Overtime in accordance with the Alberta Employment Standards Code.

24.2.2 Staff shall inform the President, in advance, when overtime accumulation is anticipated and for what purpose.

24.2.3 Staff shall record overtime required for the completion of responsibilities as stipulated in staff contracts. Overtime records shall include the date, purpose and duration of overtime accumulated, and overtime reports shall be submitted to the President monthly.

24.2.4 With accumulated overtime, staff may take time in lieu when workload permits and when there would be minimal impact on member services.

24.2.4.1 When taking time in lieu greater than two hours staff must have agreement of the President.

24.2.4.2 Staff must use up banked overtime within 6 months, unless there is a written agreement between the President and staff member which allows the overtime banking period to be extended.

24.2.4.3 Banked overtime shall normally be paid out in the following periods: January – June and July - December.

24.2.4.4 Staff shall not normally accumulate overtime in excess of ten working days.

24.2.5 Staff working overtime providing catering and/or bar service unrelated to MRFA activities shall be paid \$40.00/hour as a fee for service. Catering and/or bar

service on Holidays shall be compensated at double time and a half: \$100.00/hour. Fees for services shall be paid to the MRFA by the department or individual booking the service and then disbursed to the staff member.

24.2.6 When required, the Faculty Centre Coordinator may arrange for additional support in hosting events. Compensation for such support shall be provided at the rate of \$18.00/hour, and the total projected cost shall be reported, in advance, to the committee and/or individual organizing the event.

#### 24.3 In Lieu of Pension Contributions

24.3.1.1 Staff shall be paid in lieu of pension contributions amount calculated using the LAPP Employer Contribution Rates. This amount shall consist of a percentage of salary up to the YMPE (Year's Maximum Pensionable Earnings level determined by the Canada Pension Plan) and a different percentage of salary over the YMPE. The amount shall be paid semi-monthly and shall be recalculated whenever the figures used by LAPP are changed. Additional compensation, in the amount of 152.08, per pay period shall be provided to staff in lieu of being members of a defined benefits plan, such as LAPP.

24.3.1.2 The in lieu of pension amount shall be reported to Payroll as salary so that it is included in the LTD eligible amount.

## 25 Staff Benefits

25.1 As indicated in employment contracts, employees shall receive reimbursement of costs for:

- All staff shall receive reimbursement for the cost of an annual individual membership at Mount Royal Recreation on the submission of receipts to the Association;
- the Faculty Centre Coordinator, the Senior Administrative and Faculty Relations Officer and Labour Relations Officer shall receive an annual Mount Royal University parking pass paid for by the Association as access to a personal vehicle is required for the responsibilities of these positions; and
- the Labour Relations Officer, and the Association President, shall receive a cell phone paid for by the Association for appropriate work related use and charges will be monitored.

25.2 Staff shall be eligible to receive the following benefits related to Professional Development:

- All Employees shall be eligible to receive full Tuition Refunds for successfully completed credit and non-credit courses at MRU and/or at other Post-secondary institutions subject to prior approval of the President, budgetary constraints and submission of transcripts and receipts.
  - Refunds will be provided annually in September for successfully completed courses in the prior academic year.
  - An annual budget shall be established every March in consultation with the President, Treasurer and Association Staff.
  - If an employee terminates employment within 6 months of course completion, the employee shall repay the amount of tuition refunded to the Association.

- Full time Employees shall be eligible to receive Scholarships for Dependents subject to the same eligibility requirements as stipulated in the MRFA Collective Agreement.
    - Scholarships for Dependents shall be provided retroactively each September for the prior academic year at the same average rate per credit which faculty received for their dependents in the prior year.
    - An annual budget shall be established every March in consultation with the President, Treasurer and Association Staff.
  - For conference related professional development, Staff are eligible for reimbursement for travel and subsistence expenses in accordance with the Association's Travel Policy.
- 25.3 Employees may participate in the following university employee benefits programs under the same payment terms as specified for full-time faculty in the Collective Agreement between the MRFA and the Board of Governors:
- life insurance, including accidental death and dismemberment;
  - long term disability insurance;
  - dental care; and
  - extended health care, including an \$835 Health Spending Account annually administered by MRU's insurance provider. Funds in Health Spending Accounts may accumulate for up to two years.
- 25.4 Employees shall be entitled to supplemental unemployment benefits during temporary work stoppages related to extraordinary closure of the Faculty Centre as described in the Supplemental Unemployment Benefit Program addendum.
- 25.5 Employees shall be entitled to the following leaves after 90 days of employment:
- Vacation Leave: Paid annual vacation leave from 15 June to 14 August, or a total of 45 days annually if taken at another time by mutual consent of the employee and the Association.
    - o In the first year of employment, the employee's vacation leave entitlement shall be pro-rated to match the time elapsed since commencement of employment.
    - o At termination, the employee's vacation leave entitlement shall be pro-rated and any accrued vacation entitlement shall be paid to the employee, or the employee shall refund the Association for any vacation leave taken in excess of the entitlement.
  - Other Leaves: Parental leave, maternity leave, adoption leave, childbirth leave, illness leave, and compassionate leave with pay in accordance with the provisions of the Collective Agreement between the MRFA and the Board of Governors.
  - Paid Holidays: Paid holidays normally granted to employees of Mount Royal University in accordance with the Collective Agreement between the MRFA and the Board of Governors.
  - Family Emergency Leave: Up to ten (10) working days annually, with permission of the President of the Association, for unforeseen emergencies related to caring for family members.

## 26 Policy Against Abusive Conduct

- 26.1 The Mount Royal Faculty Association is committed to ensuring that the Faculty Centre and its offices as well as all MRFA events are free of harassment and discrimination. Harassing or discriminatory behaviour undermines an individual's right to participate fully and equally in the work of MRFA as well as undermines the purposes and goals of our Association. Neither discrimination nor harassment will be tolerated.
- Harassment is any vexatious comment or conduct against someone that is known or ought reasonably to be known to be unwelcome. It includes harassment on the prohibited grounds identified under provincial human rights codes, as well as sexual, psychological and personal harassment.
  - Discrimination is the act of treating an individual or group differently, unfairly and usually to their detriment, because of their racial or ethnic origin, religion or belief, disability, age, sex, sexual orientation, other personal characteristics, or any protected grounds under Alberta Human Rights Legislation.
- 26.2 If an MRFA staff member believes they are being harassed or discriminated against in the conduct of MRFA business, they are encouraged to seek resolution by the following means:
- Make clear to the person, if possible, that they do not welcome the behaviour. They can do so either on their own, verbally or in writing, or with the assistance of another party. Also, indicate that they will take further action if the behaviour continues.
  - If the behaviour persists or if they feel uncomfortable approaching the person, they are to contact the MRFA President who will investigate the matter. Should the MRFA President be the subject of the complaint, the Vice-President and Senior Grievance Officer, or other member of the Executive Board to be determined by the Executive Board, will investigate the matter.
- 26.3 The investigation of each incident will be handled confidentially and expeditiously, with particular sensitivity for the complainant.
- 26.4 Resolution of substantiated allegations of discrimination and/or harassment may include, but not be limited to, apology, reprimand and, possibly, referral to relevant Mount Royal University Policies.
- 26.5 Where an instance of discrimination or harassment is referred to the appropriate University policy, the MRFA President shall provide a written report to all parties involved and to the Executive Board.
- 26.6 Vexatious claims of harassment and/or discrimination are themselves infractions of this policy.

## Appendix I: The MRFA and the Post-Secondary Learning Act

### Academic staff associations

85(1) The Lieutenant Governor in Council shall by order establish an academic staff association for each public post-secondary institution other than the Banff Centre.

(2) Each academic staff association is a corporation with the name given to it by the Lieutenant Governor in Council and consists of the academic staff members of the public post-secondary institution.

(3) Each academic staff association shall have the exclusive authority, on behalf of the academic staff members, to negotiate and enter into an agreement with the board of the public post-secondary institution.

### Academic staff association executive

86(1) The business and affairs of an academic staff association shall be managed by an executive, the members of which shall be elected by the academic staff members.

(2) The academic staff association shall, with the approval of the academic staff members, make bylaws governing its affairs, and those bylaws shall contain provisions governing at least the following matters:

- (a) the election of members of the executive of the academic staff association;
- (b) the number of persons and the officers of which the executive is to consist, and their duties, powers and remuneration;
- (c) the calling of general and special meetings of the academic staff association and of the executive;
- (d) the conduct of business at the meetings referred to in clause (c), including the number constituting a quorum at a meeting and the method of voting;
- (e) the charging of membership fees and the amount of those fees;
- (f) the acquisition, management and disposition of property of the academic staff association;
- (g) the audit of accounts;
- (h) the manner of making, altering and rescinding bylaws;
- (i) the preparation and custody of
  - i. minutes of meetings of the academic staff association and of the executive, and
  - ii. books and records of the academic staff association;
  - iii. the time and place at which the minutes, books and records of the academic staff association may be inspected by members.

## Appendix II: Confidentiality Statement

<b>MRFA Confidentiality Agreement</b>	
Purpose	This agreement documents the responsibilities of members of the Mount Royal Faculty Association Executive Board and staff to protect the confidentiality of MRFA business and to disclose any business or personal relationship that may present a conflict of interest. It extends the Confidentiality Article of the MRFA Bylaws.
Date	August 23, 2013

### Confidentiality and Conflict of Interest Disclosure Statement for Mount Royal Faculty Association Executive Board and Staff Members

I realize that I will gain access to information that is confidential and/or proprietary during the time that I serve on the MRFA Executive Board or as an employee of the MRFA. This includes, but is not limited to, information regarding grievances, discussions pertaining to particular individuals, performance evaluations of MRFA staff, consultations with the Negotiating Committee as outlined in Article 10.2.6 of the Bylaws, discussions about Mount Royal University business with university administrators, and all matters on the agenda of the in camera section of an MRFA Executive Board meeting. The in camera section of an Executive Board meeting is wholly confidential, and discussion of matters not in this section, in other meetings, and outside of meetings may involve confidential information.

Minutes of Executive Board meetings, exclusive of the in camera section, are approved by the Executive Board and posted publicly on the MRFA website. The MRFA Senior Administrative and Faculty Relations Officer prepares more extensive transcripts of meetings, which are private to the Executive Board, but not necessarily confidential.

Since confidential information is involved in the business of the MRFA, and because the MRFA has the obligation to protect such information, I agree that I will not use, relay, publish or disclose such information during or subsequent to my participation in, or employment by, the MRFA, except to the extent that it becomes publicly available or is otherwise lawfully obtained from third parties outside the scope of this agreement.

I agree to abide by the ruling of the MRFA President when I am unsure whether certain information should be considered confidential,

Furthermore, I understand that I have an obligation to disclose and appropriately manage any potential, perceived or actual competing interest or conflict of interest as defined by Article 9.5.3 of the Collective Agreement and the university's Conflict of Interest Policy, POL 960-15, as they would apply to the business of the MRFA.

For a member of the MRFA Executive Board, disclosure of confidential information would be a breach of Article 16.2.2.3 of the Ethics Bylaws and could be grounds for removal from office under Article 13.3.3.3. For an employee of the MRFA, disclosure of confidential information could be cause for discipline.

I hereby certify that I have read, understand and agree to abide by this agreement, the documents it refers to, the MRFA Bylaws, and the MRFA Policies and Procedures Manual.

\_\_\_\_\_

Name

\_\_\_\_\_

Position

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Appendix III: MRFA Reimbursement Form



MRFA Reimbursement Form

Name: \_\_\_\_\_  
The name the reimbursement should be payable to

Date: \_\_\_\_\_  
Date of request for reimbursement

Function: \_\_\_\_\_

Function Date: \_\_\_\_\_

Total Amount: \_\_\_\_\_

Breakdown of Expenses:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address  
(if applicable): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIPTS REQUIRED

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For Office Use only

Account: \_\_\_\_\_

Additional Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appendix IV: MRFA LRO Salary Grid

<b>Grid Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>LSI 1</b>	<b>LSI 2</b>	
<b>4</b>	90,000.00	92,700.00	95,481.00	98,345.43	101,295.79	104,334.67	107,464.71	110,688.65	114,009.31	<b>Annual</b>
<b>LRO</b>	3,750.00	3,862.50	3,978.38	4,097.73	4,220.66	4,347.28	4,477.70	4,612.03	4,750.39	<b>Bi-Monthly</b>
<small>FT salary at 7.5 hours/day</small>	46.15	48.28	49.73	51.22	52.76	54.34	55.97	57.65	63.34	<b>Hourly</b>

Faculty Centre Operations Manual  
Staffing Policies and Procedures  
Addendum: Supplemental Unemployment Benefit (SUB) Program  
26 May 2010

Background

Whereas the standard Contract of Employment between the Mount Royal Faculty Association (the Association) and its staff (the Employees) provides for the Association as the employer to offer specific named benefits to the Employees including recreation, parking and training allowances, and provision of or contributions to a group life plan, long-term disability plan, dental plan, extended health plan, and Alberta Health Insurance Plan;

And whereas the Executive Board of the Mount Royal Faculty Association is duly authorized under the Association's bylaws to act for the overall governance, direction, business and all affairs of the Association;

And whereas the Executive Board has agreed by resolution to extend employee benefits to include access through the federal Employment Insurance program to the Supplemental Unemployment Benefit (SUB) Program during temporary stoppage of work related to extraordinary closure of its place of business, the Mount Royal Faculty Centre (the Centre);

*The Executive Board of the Association hereby extends its employee benefits program in policy to include access to the SUB Program during temporary work stoppages related to extraordinary closure of the Centre.*

Supplemental Unemployment Benefit Plan

1. Employees Covered: All full-time staff of the Association who sign the standard contract of employment, including but not limited to the Senior Administrative and Faculty Relations Officer and Faculty Centre Coordinator, shall be covered by the SUB Plan.
2. Types of Unemployment: The plan is limited to temporary work stoppages related to extraordinary closure of the Centre, defined as a closure not associated with the regular cycle of the academic year and vacations at Mount Royal College, necessitated by termination or change in the Centre lease, internal renovations, relocation or construction of new facilities, temporary suspension of Centre services, or financial exigency.
3. Employment Insurance: On notification of temporary stoppage of work, the employee must apply for, be in receipt of, and show evidence to the Association of Employment Insurance benefits to qualify for supplemental payments from the Association.
4. Waiting Period: The Association agrees to provide SUB payments equal to 95% of the Employee's normal weekly earnings while the Employee is serving the two-week EI waiting period.

5. SUB Payments: The Association agrees to provide payments supplemental to EI benefits to protect the level of income at 95% of the Employee's normal weekly earnings during temporary stoppages of work. The Employee will provide evidence of the level of regular EI payments and the Association will then calculate the supplemental payment and issue it during the next regular pay period.
6. Benefit Duration: Supplemental payments under the SUB plan will be made for a maximum of 12 weeks.
7. Plan Duration: The Association's SUB plan shall be in force from 15 June 2010 until 14 June 2015.
8. Financing: Payments shall be made from the general revenues of the Association through the normal payroll process. The Association shall keep a separate record of all SUB payments made to Employees.
9. Other Remuneration: Neither the Association's nor the Employee's participation in the SUB plan shall reduce nor increase entitlement to regular remuneration, leave or vacation entitlements, severance or deferred payments, or any other benefit entitlement provided by the Association. The Association shall continue to make employer contributions to Employee benefits or make equivalent payment related to the employee's own purchase of bridging benefits during temporary stoppage of work.
10. Notice of Change: Written notice of any change to the plan shall be given to Human Resources Development Canada within 30 days after the effective date of the change.

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President, Mount Royal Faculty Association

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Date