



**MOUNT ROYAL COLLEGE**

**COLLECTIVE AGREEMENT**

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

July 1, 2001 – June 30, 2002

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This AGREEMENT made this 26<sup>th</sup> day of November, 2001

between

THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE

of the First Part

and

THE MOUNT ROYAL FACULTY ASSOCIATION

of the Second Part

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## ARTICLE 1 - DEFINITIONS

- 1.1 **Agreement:** current Agreement between the Board and the Association, unless otherwise specified.
- 1.2 **Association:** the Mount Royal Faculty Association.
- 1.3 **Board:** the Board of Governors, Mount Royal College.
- 1.4 **Chair:** an instructor whose regular workload includes administrative duties, to whom all instructors in an academic Department/Program report, and who reports to a Dean or Director.
- 1.5 **Counsellor:** an employee performing the duties of a professional counsellor.
- 1.6 **Department/Program:** all instructors reporting to one Chair.
- 1.7 **Discipline:** a subject area within a Department.
- 1.8 **Division:** the Division of Academic Affairs.
- 1.9 **Employee:** all academic staff members including: full-time and part-time instructors teaching credit courses; any other person teaching a credit course; counsellors; librarians; and those persons from time to time designated "academic staff members" by the Board. The President, vice-presidents, deans and others employed in a managerial capacity or in a confidential capacity in matters relating to labour relations shall be excluded.
- 1.10 **Full-time employee:** a tenured or tenurable member of the academic staff employed by the Board on an annual basis, excluding term-certain employees.
- 1.11 **Half-time tenured employee:** a full-time tenured employee who has been granted special half-time employment status pursuant to Article 5.
- 1.12 **Instructor:** an employee teaching credit courses and performing related duties.
- 1.13 **Intersessional period:** that period of the calendar year not ordinarily devoted to student contact and exclusive of vacation periods.
- 1.14 **Librarian:** an employee performing the duties of a professional librarian.
- 1.15 **Part-time employee:** a member of the academic staff employed by the Board on an hourly basis.
- 1.16 **Tenable employee:** an employee eligible for tenure pursuant to Article 4.
- 1.17 **Tenured employee:** an employee who has achieved tenure pursuant to Article 4.
- 1.18 **Term-certain employee:** any employee hired under Article 4.5.
- 1.19 **Job share employee:** an employee hired to share the workload of a tenured employee, who is either on half-time tenured employment status, working according to Pattern B (as per Article 5), or who is on half-time administrative secondment.

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

## **ARTICLE 2 - ASSOCIATION MEMBERSHIP**

- 2.1 This Agreement shall be applicable to all employees as defined in Article 1.9.
- 2.2 All employees shall, as a condition of their continued employment, become and remain members in good standing of the Association. Such membership shall begin upon the initial date of appointment.
- 2.3 Members shall sign and deliver to the Board an assignment authorizing the deduction of Association dues. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued.

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

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

- 3.1 This Agreement shall remain in full force and effect until 30 June 2002 and thereafter shall continue in full force and effect from year to year unless amended or terminated by either party as hereinafter provided.
- 3.2 Unless otherwise specified, any conclusions reached in the negotiation of the Agreement shall be retroactive to 1 July 2001.

## **ARTICLE 4 - GENERAL TERMS OF EMPLOYMENT**

### **4.1 Categories of Appointment**

- 4.1.1 Employees are appointed by the Board in one of the following categories:
  - 4.1.1.1 Tenurable appointment;
  - 4.1.1.2 Term-certain appointment;
  - 4.1.1.3 Tenured appointment;
  - 4.1.1.4 Part-time appointment;
  - 4.1.1.5 Job share appointment.
- 4.1.2 Part-time, term-certain and job share appointments are not tenurable appointments.
- 4.1.3 The Board, at its discretion and expense, may require an applicant to undergo a medical examination prior to appointment.
- 4.1.4 All appointments of employees are subject to the approval of the Board.
- 4.1.5 At the time of initial appointment, it shall be the responsibility of an employee to furnish valid evidence, in writing, of experience and qualifications.
- 4.1.6 Appointment shall be by notice in writing, and shall specify the employee's duties and compensation. Where possible, the appointment shall become effective two weeks prior to commencement of an academic term.
- 4.1.7 All employees shall be placed on the appropriate category and step on the salary schedule, and shall be subject to evaluation.
- 4.1.8 All employees shall be evaluated according to the existing policies and procedures in place for each category of appointment. Where such policies do not exist, the employee shall be evaluated as for tenured employees.

## 4.2 Tenurable Appointment

- 4.2.1 Initial appointment of all tenurable employees shall be for a probationary period of at least thirty-six (36) months which may extend to 31 December of the fourth year of appointment. All such employees shall be granted tenure only in the manner provided in this agreement.
- 4.2.2 Initial appointment shall be by notice in writing. Such notice shall outline the nature and scope of the employee's duties and responsibilities, and shall specify the step and category of the salary schedule upon which the employee shall be placed.
- 4.2.3 Wherever possible, a selection committee shall be struck and shall be composed of:
- 4.2.3.1 the Chair, or where appropriate, the relevant Director in the Division of Student Affairs and Campus Life or designate, who shall be chair of the committee. When the Chair of the Department/Program is unable to chair the selection committee, the appropriate Dean/Director shall designate a chair for the committee;
  - 4.2.3.2 two representatives, where possible, of the Department/Program or the group of counsellors or the group of librarians. These shall be elected by the Department/Program or group in which the vacancy occurs;
  - 4.2.3.3 the appropriate Dean/Director, or designate;
  - 4.2.3.4 one person appointed by the appropriate Dean/Director.
- 4.2.4 All members of the selection committee shall, where possible, be tenured employees, except those identified in Articles 4.2.3.3 and 4.2.3.4.
- 4.2.5 All applications for academic staff positions shall be forwarded to the Chair, or where appropriate, the relevant Director in the Division of Student Affairs and Campus Life or designate, immediately following the closing date for applications. The chair of the selection committee shall provide committee members with all applications, nominations and supporting documentation for the vacant position within one week of the close of the competition.
- 4.2.6 The selection committee shall conduct the necessary interviews, arrange for candidates on the short list to meet with members of the Department/Program, when possible, and provide an opportunity for submissions of opinion on the short-listed candidates prior to formulating its recommendations.
- 4.2.7 The committee's decision where possible shall be reached by consensus and, if this is not possible, by a simple majority vote.
- 4.2.8 The chair of the selection committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of applicants. This report shall contain the committee's recommendation of the leading candidate or candidates and appropriate placement(s) on the salary schedule, in accordance with the provisions of Article 7, and shall be submitted to the Vice-President, Academic.
- 4.2.9 The Vice-President, Academic's recommendation and the committee's report shall be forwarded to the President for consideration by the Board.

## 4.3 Probationary Period

- 4.3.1 During the period of probationary appointment, or during an extended probationary period, as provided by Article 4.4.6.3, either the Board or an employee may terminate the employee's appointment by written notice of termination, specifying the reasons in full.
- 4.3.2 The Dean/Director, in consultation with the appropriate Chair (for those areas where the position of Chair exists), shall recommend the termination of probationary appointments to the appropriate Vice-President.
- 4.3.3 Notice of termination to an employee in the initial year of tenurable employment shall be given no later than five (5) working days after the last day of final examinations in either the Fall or Winter semester and the employee shall receive one (1) month's notice or one (1) month's annual salary and accrued vacation pay (as specified in Article 9.4) in lieu of notice.

- 4.3.4 Notice of termination to an employee in the second year of tenurable employment shall be given no later than five (5) working days after the last day of final examinations in either the Fall or Winter semester and the employee shall receive two (2) months' notice or two (2) months' annual salary and accrued vacation pay (as specified in Article 9.4) in lieu of notice.
- 4.3.5 Notice of termination to an employee in the third year of tenurable employment shall be given no later than five (5) working days after the last day of final examinations in either the Fall or Winter semester and the employee shall receive three (3) months' notice or three (3) months' annual salary and accrued vacation pay (as specified in Article 9.4) in lieu of notice.
- 4.3.6 Notice of termination to an employee in the fourth year of tenurable employment shall be given no later than 31 December. The employee shall receive four (4) months' notice or four (4) months' annual salary and accrued vacation pay (as specified in Article 9.4) in lieu of notice.
- 4.3.7 If an employee is not notified of the termination of employment as specified in Article 4.3.1 and 4.3.3 or 4.3.4 or 4.3.5 or 4.3.6, that employee shall be considered to be appointed for the subsequent semester.
- 4.3.8 Pursuant to Article 4.3.1 an employee may terminate employment by giving notice to the Board no later than 15 March.
- 4.3.9 A probationary appointment may be terminated by mutual consent at any time.

#### 4.4 **Application For Tenured Appointment**

- 4.4.1 The Faculty Tenure Committee shall establish criteria for the evaluation of all tenurable employees. Such criteria shall be provided by the Vice-President, Academic, to all tenurable candidates with the letter of offer and shall be used by the committee in formulating its recommendations to the Board.
- 4.4.2 All tenurable employees shall be candidates for tenure on 15 September of the fourth year of tenurable employment, at which time the Chair shall submit the names of all department employees who are candidates for tenure to the Faculty Tenure Committee. Before 1 October, the candidate, with the assistance of the Chair, shall submit all the required information covering six (6) semesters to the secretary of the Committee and by 1 October shall advise the President of the Mount Royal Faculty Association of such application.
- 4.4.3 The Faculty Tenure Committee may, for special reasons, entertain application for tenure from an employee prior to the fourth year of tenurable employment.
- 4.4.4 The Faculty Tenure Committee shall consist of:
  - 4.4.4.1 two (2) tenured members of the Association, elected by the Association;
  - 4.4.4.2 the President of the College;
  - 4.4.4.3 the Vice-President, Academic;
  - 4.4.4.4 one (1) person designated by the President of the College, who is acceptable to the three other members of the committee.
  - 4.4.4.5 the Association and the Board each shall name one standing proxy to replace members unable to attend for good reason.
- 4.4.5 An applicant for tenure:
  - 4.4.5.1 shall be provided with copies of all documents submitted to the Faculty Tenure Committee pertaining to such application;
  - 4.4.5.2 shall be provided such copies no less than seventy-two (72) hours prior to any meeting with the committee, and
  - 4.4.5.3 shall have the right to appear before the committee prior to its decision.



- 4.4.6 Following final review, the Faculty Tenure Committee shall recommend to the Board that the employee:
- 4.4.6.1 be granted tenure; or
  - 4.4.6.2 be released; or
  - 4.4.6.3 subject to Article 4.2, receive an appointment of a further probationary period, no longer than an additional year.
- 4.4.7 By 1 December of the year of application the employee shall be advised in writing, with reasons, of the recommendation of the Faculty Tenure Committee as set forth in Article 4.4.6 above.
- 4.4.8 An employee who has been granted a further probationary period shall apply again for tenure by the date specified by the Faculty Tenure Committee in its recommendation to the Board, in which case the procedures outlined above shall apply, except for Article 4.4.6.3.
- 4.4.9 If the Board recommends the release of an employee as set forth in Article 4.4.6.2, such termination shall be effective by 31 December of the appropriate year of application.
- Upon termination, that employee shall receive the sum of four (4) months' annual salary and accrued vacation pay as specified in Article 9.4.

#### 4.5 **Term-Certain Appointment**

- 4.5.1 Term-certain employees shall be hired by the appointment procedures outlined in Article 4.2.
- 4.5.2 Appointment of term-certain employees shall be by notice in writing and shall specify the employee's duties, compensation, and term of appointment. Where possible, the appointment shall become effective two weeks prior to commencement of an academic term.
- 4.5.3 Term-certain employees hired as instructors, counsellors or librarians shall carry a full-time workload as determined in Article 8.
- 4.5.4 The appointment of term-certain employees will be made only under one of the following categories, and that category shall be stipulated in the letter of appointment:
- 4.5.4.1 to replace tenurable, tenured or term-certain employees who are on professional leave, leave of absence, sick leave, mental or physical illness leave, administrative assignment, or to replace members who are on other continuous employment by the Board;
  - 4.5.4.2 for positions on conditional funding or for special projects with conditional funding provided by agencies external to the Board, or by the Board;
  - 4.5.4.3 for other term-certain appointments by the Board, the total number of which shall not exceed five percent (5%) of the total number of full-time equivalent tenured and tenurable positions. This category of term-certain appointments shall not be used for the appointment of Chairs.
- 4.5.5 Effective 30 June 1997, a term-certain employee subsequently appointed as a tenurable employee may be credited with the period(s) of term-certain appointment for tenure purposes up to a maximum of two years. Evaluations done in conformity with the requirements of the Faculty Tenure Committee may be deemed adequate as part of the evaluation materials required by the committee.

#### 4.6 **Part-Time Appointment (effective February 1, 2002)**

- 4.6.1 For appointments, wherever possible, a selection committee shall be struck and shall be composed of:
- 4.6.1.1 the Chair, or where appropriate, the relevant Director in the Division of Student Affairs and Campus Life or designate, who shall be chair of the committee. When the Chair of the Department/Program is unable to chair the committee, the Dean/Director shall designate a chair for the committee.

4.6.1.2 two representatives, where possible, from the Department/Program or group of counsellors or the group of librarians. Both of these representatives shall be tenured, where possible, and both representatives shall be elected by the Department/Program or group in which the vacancy occurs.

4.6.2 The selection committee shall be provided with all applications and supporting documents for the vacant position(s), including the criteria developed by the Dean/Director and Chair.

4.6.3 Where the selection committee finds, using the criteria noted in 4.6.2, that there are two or more applicants who are deemed equal by the committee, then accumulated experience at Mount Royal College, that is satisfactory and relevant, shall be the determining factor in making a decision. Experience is defined as the accumulated scheduled instructional course hours in the discipline.

4.6.4 The selection committee shall review all applications, conduct the necessary interviews and develop a short list of candidates in order of priority according to the selection criteria developed by the Dean/Director and Chair.

4.6.5 The committee's decision, where possible, shall be reached by consensus and, if this is not possible, by a two-thirds majority vote.

4.6.6 The Chair of the selection committee shall prepare a written report which contains the committee's recommendations of the leading candidate or candidates. Such report shall be submitted to the appropriate Dean/Director and shall be considered by the Dean/Director in part-time employee appointments.

#### 4.7 **Termination of Tenured Employees**

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

4.7.1 On 14 August following the employee's 65th birthday, except when extended by mutual agreement, subject to applicable legislation;

4.7.2 At any time by mutual consent;

4.7.3 By the employee giving notice of resignation in writing not later than 1 March in any year to be effective on 14 August of that year;

4.7.4 Upon the employee being declared redundant pursuant to Article 4.8.1;

4.7.5 Dismissal for just cause pursuant to Article 4.9.

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

4.8.1 A tenured employee may be declared redundant due to changes in curriculum, courses or programs, technological change, reduction in the faculty, reorganization of work, insufficient enrollment, or upon an order or directive of the Minister of Advanced Education that it is necessary to cancel courses of instruction.

4.8.2 In determining which employee will be declared redundant within a Department, the Board shall consider the qualifications, experience, and competence of those employees, and when those factors are considered by the Board to be relatively equal among two or more employees, the decision as to which employee is to be declared redundant shall be governed by each employee's relative length of continuous service with the Board, including any authorized leaves.

4.8.3 An employee declared redundant shall receive notice to that effect no later than five (5) working days after the last day of final examinations in either the Fall or Winter semester and shall receive four (4) months' notice of termination of employment, or salary and accrued vacation pay in lieu of such notice.

4.8.4 An employee declared redundant shall be compensated within sixty (60) days of the last day of service in the following manner:

4.8.4.1 an employee who has five (5) or fewer years of service at Mount Royal College shall receive an amount equivalent to ten (10) months' of pay. This pay shall be based upon the employee's grid placement as of 14 August of that year.

4.8.4.2 an employee who has more than five (5) years of service at Mount Royal College shall receive the amount specified in 4.8.4.1 and the sum equivalent to 0.7 month's of pay for every year or portion thereof of service beyond five (5) years. The maximum compensation under 4.8.4 may not exceed twenty-five (25) months.

4.8.5 If within a three (3) year period after which the employee's appointment was terminated pursuant to Article 4.8.1, enrollment increases and justifies the hiring of additional staff in the discipline of the terminated employee, the employee shall, subject to the prior approval of the Faculty Tenure Committee, have first option for that position. Any severance pay, paid to an employee who is subsequently rehired, shall be repaid to the Board proportionately. The amount to be repaid shall be based on the difference between the number of months of compensation received and the number of months the employee was absent from the College.

4.8.6 An employee declared redundant shall have the right to appeal such redundancy according to Article 14 of the Agreement.

#### 4.9 **Suspension and Dismissal**

4.9.1 Notwithstanding anything herein otherwise contained:

4.9.1.1 the President or the President's representative may summarily suspend, and

4.9.1.2 the Board may summarily dismiss any employee at any time for just cause.

4.9.2 A notice in writing setting out the specific grounds for such action shall be delivered to the employee; at this time, such suspension or dismissal becomes effective.

4.9.3 An employee receiving notice of dismissal or suspension shall have the right to appeal such dismissal or suspension according to Article 14 of the Agreement.

4.9.4 An employee shall be entitled to salary during the term of suspension.

### **ARTICLE 5 - HALF-TIME TENURED EMPLOYMENT**

5.1 A full-time tenured employee may be granted special half-time employment status in accordance with the terms and conditions below and shall hereafter be referred to as a half-time tenured employee.

5.2 Unless otherwise stated in this article or elsewhere, all terms and conditions of this collective agreement apply to half-time tenured faculty on a pro rata basis. Without restricting the generality of the foregoing and for greater certainty, the application of certain articles of this collective agreement to half-time tenured faculty is as set out below.

#### 5.3 **Application Procedure and Term of Appointment**

5.3.1 Application for half-time tenured employment shall be forwarded to the Chair, or where appropriate, to the relevant Director in the Division of Student Affairs and Campus Life or designate, at least six (6) months in advance of the intended date of change in employment status.

5.3.1.1 after consultation between the Chair and full-time members of the appropriate Department/Program, the Chair shall forward recommendations to the Dean/Director, at least four (4) months in advance of the intended date of change in employment status, to the Vice-President, Academic, for approval.

5.3.1.2 the relevant Director in the Division of Student Affairs and Campus Life or designate, shall arrange for consultation with the full-time members of the appropriate department, and at least four (4) months in advance of the intended date of change in employment status, shall forward a recommendation to the appropriate Vice-President, for approval.

5.3.2 Appointment as a half-time tenured employee shall be for a term of one (1) to five (5) academic years (e.g. 15 August - 14 August), and may be renewable as per the above application procedure.

5.3.3 Half-time tenured employees may not return to full-time tenured status in advance of the term approved for status as a half-time tenured employee.

## 5.4 Workload

- 5.4.1 The workload of a half-time tenured employee shall be assigned as per Pattern A or Pattern B and shall include:
- 5.4.1.1 Pattern A - a full-time workload, inclusive of twenty-two (22) days of vacation during not less than six (6) months of the academic year, to normally include at least one (1) of the Fall or Winter semesters.
- 5.4.1.2 Pattern B - a workload which, as much as possible, is half the normal workload prescribed in Article 8 throughout the academic year.
- 5.4.2 The workload of half-time tenured employees shall be assigned by consultation between the Chair, or where appropriate, the relevant Director in the Division of Student Affairs and Campus Life or designate, and the full-time members of each department, following consultation with the Dean/Director.

## 5.5 Salary

- 5.5.1 A half-time tenured employee working in accordance with Pattern A shall be paid at that employee's full-time annual rate for the period of appointment.
- 5.5.2 A half-time tenured employee working in accordance with Pattern B shall be paid one half of that employee's full-time annual rate for the period of appointment.
- 5.5.3 Promotion to the next succeeding step on the salary schedule shall only occur after the equivalent of a full-time workload has been worked (i.e., after two (2) years).
- 5.5.4 A half-time tenured employee shall receive any negotiated changes to the salary schedule grid step on which that employee's salary is based.

## 5.6 Benefits and Insurance

- 5.6.1 A half-time tenured employee working in accordance with Pattern A shall be eligible to have full coverage for Alberta Health Care, Extended Health Care, and Dental Care:
- 5.6.1.1 during the term of appointment with the cost sharing for premiums as stated in Article 10, and
- 5.6.1.2 during the period of the academic year outside the term of appointment provided the employee pays 100% of the premium costs (as per Article 11.7.3 re leave without pay).
- 5.6.2 A half-time tenured employee working in accordance with Pattern B shall be eligible to have full coverage for Alberta Health Care, Extended Health Care, and Dental Care during the entire academic year provided that the premium costs to the Board are 50% of those stated in Article 10.
- 5.6.3 A half-time tenured employee working in accordance with either Pattern A or B shall be eligible to have pro-rated coverage (based on 50% of that employee's full-time annual salary) for life insurance, accidental death and dismemberment and long term disability for the entire academic year. This prorated coverage is contingent upon the employee paying 50% of the premium costs for life and accidental death and dismemberment insurance, and 100% of the premium costs for long term disability insurance.
- 5.6.4 Pensionable service shall accrue in accordance with the regulations of the Local Authorities Pension Plan. The period of time not worked will be reported by the College as approved leave without pay.

## 5.7 Vacation and Holidays

- 5.7.1 A half-time tenured employee working in accordance with Pattern A:
- 5.7.1.1 shall receive twenty-two (22) days vacation within the term of appointment, and such days shall be taken on dates agreed to between the employee and the respective Chair, or where appropriate, the relevant Director in the Division of Student Affairs and Campus Life or designate, subject to the approval of the Dean/Director;

5.7.1.2 shall be entitled to those holidays described in Article 9 which fall within the period of appointment. Holidays falling outside the period of appointment shall not be paid holidays.

5.7.2 A half-time tenured employee working in accordance with Pattern B shall be entitled to the vacation and holidays described in Article 9 and shall receive one half of that employee's salary on those days.

## 5.8 Leaves from the College

5.8.1 Entitlement to maternity leave (Article 11.1) shall continue during the term of appointment, except that the Board's obligation in Article 11.1.1.5 shall be reduced to 25% of regular salary for a maximum of three (3) months.

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

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

## ARTICLE 6 - JOB SHARE EMPLOYEE

### 6.1 Appointment

The decision to appoint a job share employee is an option in either of the circumstances pursuant to Article 1.19.

### 6.2 Term of Appointment

6.2.1 The term of appointment shall normally be for one year, inclusive of vacation, for a job share employee who is sharing the workload of a counsellor or librarian who is either on half-time tenured employment status for one year, working according to Pattern B (as per Article 5) or who is on half-time administrative secondment.

6.2.2 The term of appointment shall normally be for nine (9) to ten (10) months for a job share employee who is sharing the workload of an instructor who is on half-time tenured employment status for one year.

6.2.3 When a full-time employee is on half-time tenured employment status for longer than one year, the term of appointment shall normally include the intersession and vacation time which occur during the period (i.e., not at the end) of the full-time employee's half-time tenured employment status.

### 6.3 Appointment Procedure

6.3.1 For initial appointment, wherever possible, a selection committee shall be struck and shall be composed of:

6.3.1.1 the Chair, or where appropriate, the relevant Director in the Division of Student Affairs and Campus Life or designate, who shall be chair of the committee. When the Chair of the Department/Program is unable to chair the committee, the Dean/Director shall designate an alternate chair for the committee;

6.3.1.2 two representatives, where possible, from the Department/Program or group of counsellors or group of librarians. Both of these representatives shall be tenured, where possible, and both representatives shall be elected by the Department/Program or group in which the vacancy occurs.

6.3.2 The selection committee shall be provided with all applications and supporting documentation for the vacant position(s).

6.3.3 The selection committee shall review all applications, conduct the necessary interviews and develop a short list of candidates in order of priority according to the selection criteria developed by the Dean/Director and Chair, where appropriate.

6.3.4 The committee's decision, where possible, shall be reached by consensus and, if this is not possible, by a two-thirds majority vote.

6.3.5 The Chair of the selection committee shall prepare a written report which contains the committee's recommendations of the leading candidate or candidates. Such report shall be submitted to the Dean/Director and shall be considered by the Dean/Director in job share employee appointments.

6.3.6 If a current or former job share employee wishes reappointment in any subsequent semester which falls within an eighteen (18) month period since previous appointment, such an individual shall be considered for reappointment in accordance with criteria developed by the Dean/Director and the Chair, or where applicable, the relevant Director in the Division of Student Affairs and Campus Life or designate. Without limiting the generality of the aforementioned criteria, such criteria shall also include previous satisfactory performance.

#### 6.4 **Workload**

The workload of job share employees shall be assigned by consultation between the Chair and the full-time members of each Department/Program, following consultation with the appropriate Dean/Director, or where appropriate, between the relevant Director in the Division of Student Affairs and Campus Life or designate, and the full-time members of the appropriate department. The workload shall approximate fifty percent (50%) of the regular workload of the full-time employee who is either on half-time tenured employment status or who is on half-time administrative secondment.

#### 6.5 **Tenure**

Job share employees subsequently appointed as tenurable employees shall not be credited with the period of their appointment(s) towards eligibility for tenure.

#### 6.6 **Salary**

Education, training and experience shall together determine the annual rate of salary paid to each job share employee as per Article 7.1. The annual salary rate shall be based upon fifty percent (50%) of the appropriate salary in the salary schedule.

#### 6.7 **Vacation**

6.7.1 Job share employees hired for a term of twelve (12) months or more are entitled to the same vacation period as full-time employees, prorated at fifty percent (50%).

6.7.2 Job share employees, hired for less than twelve (12) months, are not entitled to any vacation, but shall be paid not less than eight percent (8%) of their gross salary as vacation pay.

#### 6.8 **Benefits**

6.8.1 Job share employees are eligible for benefits as per Article 10.8 (the eligibility requirements for part-time employees shall not be applied to job share employees).

#### 6.9 **Leaves**

6.9.1 Job share employees are not entitled to the following leaves:

- Parental Leave
- Professional Leave
- Four-for-Five Leave
- Leave of Absence With or Without Pay
- Mental or Physical Illness Leave

6.9.2 Sick Leave

Job share employees shall be entitled to full salary during illness for a maximum of thirty (30) working days per academic year. After the maximum allowable sick leave, such employees shall not be eligible for long term disability.

6.9.3 Compassionate Leave

In the event of the death of a spouse or other member of the immediate family of the job share employee, such employee shall be allowed compassionate leave with pay based on Article 11.3.

#### 6.10 **Professional Development**

Job share employees shall have access to all professional development funds contained in Article 12, excepting those in Article 12.5 and 12.6.

**ARTICLE 7 - SALARY SCHEDULES AND SALARY ADMINISTRATION**

**7.1 Full-time Employees**

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

**7.1.2 Full-time Employees**

7.1.2 (a) Salary Schedule effective July 1, 2001 – October 31, 2001

Step	Category A	Category B	Category C	Category D	Category E
1	36,652	40,578	43,648	44,969	47,187
2	37,971	42,043	45,095	46,405	48,637
3	39,580	43,795	46,846	48,158	50,423
4	41,172	45,546	48,596	49,907	52,212
5	42,762	47,300	50,350	51,661	53,997
6	44,358	49,049	52,101	53,412	55,782
7	45,951	50,802	53,853	55,164	57,568
8	47,543	52,553	55,604	56,915	59,353
9	49,136	54,303	57,355	58,666	61,140
10	50,732	56,057	59,107	60,420	62,926
11	52,589	58,080	61,161	62,480	65,033
12	54,697	60,419	63,507	64,839	67,453
13	58,146	63,886	67,012	68,358	71,061
20 Year LSI	59,309	65,164	68,353	69,726	72,483
25 Year LSI	60,496	66,468	69,721	71,121	73,933

7.1.2 (b) Salary Schedule effective November 1, 2001

Step	Category A	Category B	Category C	Category D	Category E
1	37,365	41,367	44,498	45,844	48,105
2	38,709	42,861	45,972	47,308	49,583
3	40,350	44,647	47,758	49,095	51,404
4	41,973	46,432	49,542	50,878	53,227
5	43,594	48,220	51,329	52,666	55,048
6	45,221	50,004	53,114	54,451	56,867
7	46,845	51,791	54,901	56,237	58,688
8	48,468	53,575	56,686	58,022	60,508
9	50,092	55,359	58,471	59,808	62,329
10	51,719	57,148	60,257	61,596	64,151
11	53,612	59,210	62,351	63,696	66,298
12	55,761	61,595	64,743	66,100	68,765
13	59,277	65,128	68,315	69,688	72,443
20 Year LSI	60,463	66,431	69,682	71,082	73,892
25 Year LSI	61,673	67,760	71,076	72,504	75,370

7.1.3 Placement in category shall be determined as follows, provided the employee earned the degree or credits from an accredited institution:

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

Should applicants present educational or training qualifications other than as listed above, the Selection Committee shall recommend category placement to the Vice-President, Academic.

7.1.4 Placement on step shall be recommended as follows:

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

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



**7.1.5 Long Service Increments**

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

7.1.5.2 An employee shall receive the 25 year long service increment, (Step 25 Year LSI) on the Salary Schedule, two (2) years after the date of receipt of the 20 Year LSI, or after completion of twenty-five (25) years of full-time service with the College (not including periods of unpaid leave), whichever event comes last.

**7.2 Part-time Employees**

7.2.1 (a) Salary Schedule effective July 1, 2001 – October 31, 2001

Part-time Employee	Step	Category A&B Hourly Rate	Category C&D Hourly Rate	Category E Hourly Rate
Instructor	Step 1	70.24	73.75	75.96
	Step 2	73.05	76.70	79.00
Librarian and employee with duties confined to laboratory instruction	Step 1	23.98	25.18	25.93
	Step 2	24.94	26.19	26.97
Counsellor and clinical instructor	Step 1	39.96	41.96	43.21
	Step 2	41.56	43.64	44.94
Credit Music Instructor <ul style="list-style-type: none"> <li>• One student</li> <li>• 2 – 15 students</li> <li>• Over 15 students</li> </ul>	Step 1	59.07	62.02	63.88
	Step 2	61.44	64.50	66.44
	Step 1	65.30	68.57	70.63
	Step 2	67.92	71.32	73.46
	Step 1	70.43	73.96	76.18
	Step 2	73.25	76.92	79.23

7.2.1(b) Salary Schedule effective November 1, 2001

Part-time Employee	Step	Category A&B Hourly Rate	Category C&D Hourly Rate	Category E Hourly Rate
Instructor	Step 1	71.60	75.19	77.44
	Step 2	74.47	78.20	80.54
Librarian and employee with duties confined to laboratory instruction	Step 1	24.44	25.67	26.44
	Step 2	25.42	26.70	27.50
Counsellor and clinical instructor	Step 1	40.74	42.77	44.05
	Step 2	42.37	44.49	45.82
Credit Music Instructor <ul style="list-style-type: none"> <li>• One student</li> <li>• 2 – 15 students</li> <li>• Over 15 students</li> </ul>	Step 1	60.22	63.23	65.13
	Step 2	62.63	65.76	67.74
	Step 1	66.57	69.91	72.00
	Step 2	69.24	72.71	74.88
	Step 1	71.80	75.40	77.66
	Step 2	74.68	78.42	80.77

7.2.2 Except for Credit Music Instructors, part-time employees shall be paid not less than the hourly rates stated in Article 7.2.1.

**7.2.3 Initial category placement (Step 1)**

At the time of initial appointment, part-time employees shall present proof of educational credential, or work towards a credential (which must be from an accredited institution), to the Chair of the selection committee, who shall recommend to the appropriate Dean/Director placement in category as follows.

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

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

**7.2.4 Transfer to Higher Category**

Transfer to a higher category, subsequent to appointment, shall take effect not later than one month following presentation of valid documentation to the appropriate Dean/Director.

### **7.2.5 Service Increment (Step 2)**

A part-time employee who has satisfactorily completed ten (10) semesters of work as a part-time employee with Mount Royal College, counting from September 1, 1999, shall be moved to Step 2 of the salary schedule for part-time employees. A semester of work is either the Fall, Winter, or Spring/Summer semester (maximum of three (3) per year). Satisfactory performance shall be assessed by the Chair, or where appropriate the relevant Director in the Division of Student Affairs and Campus Life or designate, on the basis of a set of performance criteria developed by the Dean/Director and Chair. Two months prior to the end of the employee's tenth semester of work, the Chair shall provide a written recommendation to the appropriate Dean/Director either supporting or not supporting the movement to Step 2.

### **7.2.6 Cancellation Stipend**

In circumstances where a part-time instructor or prospective part-time instructor has completed course preparation work as specified in writing by the Chair and where all sections of that course assigned to the instructor are subsequently cancelled, the part-time instructor/prospective instructor shall be paid a cancellation stipend of two hundred and thirty dollars (\$230).

## **7.3 Salary Administration**

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

7.3.1.1 administrative functions delegated by the Board;

7.3.1.2 special qualifications other than those described in Article 7.1.3;

7.3.1.3 other reasons deemed valid and approved by the Board.

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

7.3.3 It shall be the responsibility of the Selection Committee to recommend to the Vice-President, Academic, appropriate placement on the schedule. The Vice-President, Academic, will render a decision and inform the selection committee of that decision.

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

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

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

7.3.7 Chairs shall be paid the sum of one fourteenth (1/14) of category and step C13 above their annual salary, and shall teach an average of at least one (1) credit course per semester. In exceptional circumstances, chairs may not be required to teach.

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

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

## ARTICLE 8 - WORKLOAD

### 8.1 Assignment of Workload for Tenured and Tenurable Instructors

The workload of tenured and tenurable instructors shall be assigned by consultation between the Chair and the members of each Department/Program, following consultation with the Dean/Director.

### 8.2 Periods of Responsibility for Instructional Staff

In any full year of this agreement the normal workload for instructional staff shall include:

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

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

### 8.3 Instructional Load for Tenured and Tenurable Instructors

8.3.1 Tenured and tenurable instructors shall normally teach 432 scheduled instructional course hours annually. Instructors shall teach no fewer than 384 scheduled instructional course hours annually, or more than 576 scheduled instructional course hours annually, subject to Articles 8.3.1.1. and 8.3.1.2.

A scheduled instructional course hour is any officially scheduled 50-minute class requiring the instructor to be present and teaching, without assistance, a group of students. Credit for other forms of teaching, including but not limited to practicums, open labs, studios, directed study, computer-assisted instruction, team-teaching, rehearsals and productions shall be assigned by the Chair in consultation with the members of the appropriate Department/Program, and is subject to the approval of the Dean/Director.

8.3.1.1 exceptions for teaching load above 576 scheduled instructional course hours require the prior approval of the tenured and tenurable instructors and the Chair.

8.3.1.2 exceptions for teaching loads below 384 scheduled instructional course hours require the prior approval of the Dean/Director.

8.3.2 Full-time instructors shall normally teach no more than three hundred (300) course registrants annually. Exceptions for teaching load above 300 course registrants require the prior approval of the full-time instructors, the Chair and the appropriate Dean/Director.

8.3.3 Members of the Association shall provide full and accurate information for projected and actual workload reports as requested by the eighth (8th) week of a Fall or Winter semester and by the fifth (5th) week of a Spring semester. The Vice-President, Academic, shall provide a summary of actual workload to the Association by the last week of a semester.

8.3.4 Should the projected or actual teaching load of an instructor be fewer than 384 scheduled instructional course hours, the Dean/Director may require the workload of the instructor to be increased.

8.3.5 During the term of this Agreement, the departmental teaching load shall be maintained at least at the departmental average level for the period from Fall 1978 to Spring 1983, or 432 scheduled instructional course hours annually, whichever is the greater. Reduction below these levels shall be at the approval of the Dean/Director.

8.3.6 Instructors may be required to teach during the third term to meet their annual minimum teaching requirement, as specified in 8.3.1.

8.3.7 Both exceptional amounts and the composition of the workload, as established in 8.3.1, 8.3.2, 8.3.4 and 8.3.5 above, shall be grievable pursuant to Article 8.5.

8.3.8 Any instructor projected to carry an annual teaching load of at least 432 approved scheduled instructional course hours, or the Departmental average as stated in Article 8.3.5, whichever is greater, shall be eligible to accept a part-time instructional contract in addition to this load, for extra compensation.

#### 8.4 **Overload Teaching During Intersession**

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

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

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

#### 8.5 **Workload Appeal Procedure**

8.5.1 An employee, a Chair or administrator dissatisfied with the workload responsibility described may file a Notice of Appeal in writing with the Vice-President, Academic, and the President of the Association.

##### 8.5.2 Appeal Committee

###### 8.5.2.1 Membership:

The appeal committee shall consist of:

8.5.2.1.1 an employee from the same Discipline or Department/Program, such peer to be nominated by the employee involved in any such dispute;

8.5.2.1.2 a nominee named by the Association;

8.5.2.1.3 two (2) nominees named by the Board;

8.5.2.1.4 the Committee shall elect its own chair.

###### 8.5.2.2 Procedure:

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

None of the above appeal committee or tribunal hereinafter named shall be a party to the dispute. A majority decision of such appeal committee shall be final and binding on all parties.

###### 8.5.2.3 Tribunal:

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

###### 8.5.2.3.1 Membership:

The tribunal shall consist of the following:

8.5.2.3.1.1 a nominee of the Association;

8.5.2.3.1.2 a nominee of the Board;

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

8.5.2.3.2 Procedure:

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

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

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

8.6 Instructors shall, in addition to scheduled instructional course hours, participate in student guidance, discipline and other duties relating to their course responsibilities.

8.7 Full-time Instructors shall be available during intersessional periods, exclusive of vacations, for duties relating to their course responsibilities.

8.8 Full-time Instructors may be excused by the Dean/Director during intersessional periods in order that they may engage in study, research or other such activities as may improve professional status. Personal remuneration may be accepted for such activities.

8.9 **Workload of Librarians and Counsellors**

The workload of counsellors and librarians shall be assigned by consultation between the relevant Director or designate, and respectively the counsellors and librarians, and is subject to the approval of the Vice-President Student Affairs and Campus Life.

8.10 **Workload for Part-time Instructors**

The teaching load for part-time employees compensated in accordance with Article 7.2.1 shall not exceed one hundred and ninety-two (192) scheduled instructional course hours per semester. Exceptions require the approval of the Dean/Director, following consultation with the Chair of the Department/Program.

**ARTICLE 9 - VACATION AND HOLIDAYS**

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

9.2 The annual vacation entitlement for full-time counsellors and librarians shall be 45 days. The dates of the vacation period shall be arranged by mutual consent between the employees and the relevant Director or designate.

9.3 Term-certain employees hired for a term of twelve (12) months or more are entitled to the same vacation period as full-time employees as specified in Article 9.1 or 9.2 as appropriate.

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

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

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

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

#### **ARTICLE 10 - BENEFITS AND INSURANCE**

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

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

10.2 The total cost of benefit premiums for dental, supplementary health care, life insurance including accidental death and dismemberment, and Alberta Health Care shall be shared between the Board and members of the Mount Royal Faculty Association as follows:

10.2.1 The total contribution of an individual member for the benefits outlined in 10.2 above shall not exceed 50% of the total cost of the dental premium and 25% of the total cost of the supplementary health care premium.

10.2.2 The contributions of members shall be first applied towards 100% of the cost of the life insurance and Alberta Health Care premiums, with such payment to be paid firstly to the life insurance premiums.

10.3 It shall be a condition of employment for all full-time and term-certain employees to participate in the Local Authorities Pension Plan as per regulations of the plan.

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

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

10.6 Employees and former full-time employees who have retired from the College shall be entitled to receive a leisure facility card free of charge which entitles them to the use of recreational and athletic facilities and equipment as determined by the regulations and policies governing the leisure facility card.

#### **10.7 Scholarships for Dependents**

10.7.1 The Board shall annually make available to the Association an amount of up to \$30,000 for the purpose of providing scholarships to legal dependents, defined as spouse, child or anyone who is financially dependent on tenured and tenurable faculty members, subject to the conditions below:

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

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

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

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

## 10.8 **Benefits for Part-time Employees**

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

10.8.1.1 A part-time employee employed as an instructor who has had an average teaching load per semester of one hundred forty-four (144) scheduled instructional course hours or more during consecutive Fall and Winter semesters in an academic year shall be eligible for benefits at the beginning of appointment in the third (3rd) consecutive semester providing the part-time instructor carries a teaching load of one hundred forty-four (144) scheduled instructional course hours or more in the third (3rd) consecutive semester. Providing a part-time instructor's teaching load for the next consecutive semester is ninety-six (96) scheduled instructional course hours or more, such instructor remains eligible for benefits. If the instructor's teaching load remains below one hundred forty-four (144) for more than one (1) semester or if the load drops below ninety-six (96) scheduled instructional course hours in any semester, requalification for benefits is required.

10.8.1.2 A part-time employee employed as a librarian, or with duties confined to laboratory instruction, who has had an average workload per week of twenty-five (25) hours or more during consecutive Fall and Winter semesters in an academic year shall be eligible for benefits at the beginning of appointment in the third (3rd) consecutive semester providing such instructor has a contract for a workload of twenty-five (25) hours or more per week in the third (3rd) consecutive semester. Providing the part-time instructor's workload remains at twenty-five (25) hours or more for each consecutive semester, such instructor shall remain eligible for benefits. If the instructor's workload drops below twenty-five (25) hours in any semester, requalification for benefits is required.

10.8.1.3 A part-time employee employed as a counsellor, or a clinical instructor, whose average combined teaching load of clinical and scheduled instructional course hours is one hundred sixty (160) or more per semester for consecutive Fall and Winter semesters in an academic year, shall be eligible for benefits at the beginning of appointment in the third (3rd) consecutive semester providing the part-time instructor carries an average combined teaching load of clinical and scheduled instructional course hours of one hundred sixty (160) or more in the third (3rd) consecutive semester. Providing the part-time instructor's combined clinical and scheduled instructional course hours for the next consecutive semester is ninety-five (95) or more, such instructor shall remain eligible for benefits. If the instructor's combined clinical and scheduled instructional course hours remains below one hundred sixty (160) for more than one (1) semester or if the combined clinical and scheduled instructional course hours drop below ninety-five (95) in any semester, requalification for benefits is required.

10.8.2 For purposes of determining eligibility for benefits in 10.8.1.1, 10.8.1.2 and 10.8.1.3 above, full-time or term-certain employment in the immediately preceding Fall and Winter semesters shall be included in the calculation.

10.8.3 Benefit coverage will not be provided during Spring and/or Summer semesters, nor shall Spring and/or Summer semesters count for the purpose of determining eligibility.

10.8.4 The following benefits shall be available to part-time instructors meeting the eligibility criteria in Article 10.8.1, and part-time counsellors and librarians subject to the terms and conditions of the applicable carrier contracts, and government regulations:

- Alberta Health Care
- Extended Health Care
- Basic Dental Care
- Basic Life Insurance at a value of twenty-five thousand dollars (\$25,000).



- 10.8.5 Part-time instructors who meet the eligibility criteria specified in Article 10.8.1 and part-time counsellors and librarians must be insured under the College's basic life insurance, extended health care and basic dental plans. Such employees may opt out of extended health care and basic dental care if they have coverage for these benefits under another group plan.
- 10.8.6 The total cost of benefits premiums for the benefits identified in Article 10.8.4 shall be shared between the Board and part-time members of the Mount Royal Faculty Association as follows:
- 10.8.6.1 The total contribution of an individual member shall not exceed 50% of the total cost of the premiums for Extended Health Care, Basic Dental Care, and Basic Life Insurance.
- 10.8.6.2 The contributions of members shall be first applied towards 100% of the cost of the basic life insurance and Alberta Health Care premiums, with such payment to be paid firstly to the life insurance premiums.
- 10.8.7 Benefit coverage for part-time employees meeting the eligibility criteria specified in Article 10.8.1 shall be the same as for full-time employees, except for life insurance, dental care, and accidental death and dismemberment.

## **ARTICLE 11 - LEAVES FROM THE COLLEGE**

### **11.1 Parental Leave**

#### **11.1.1 Maternity Leave**

- 11.1.1.1 Full-time female employees who have completed one year of employment with the college shall be entitled to maternity leave of up to twelve (12) months. Maternity leave beyond twelve (12) months shall be subject to the approval of the Board upon recommendation by the appropriate Vice-President.
- 11.1.1.2 The employee who intends to take maternity leave shall give the appropriate Vice-President at least three (3) months notice in writing of the expected date of delivery of her child, specifying the proposed terms of leave.
- 11.1.1.3 The Human Resources Department shall assist the employee in the preparation of her maternity leave request. It shall be the responsibility of the employee to submit this request to the appropriate Vice-President.
- 11.1.1.4 The employee shall, where possible, give the appropriate Vice-President two (2) weeks notice in writing of any changes to the original leave request, referred to in Article 11.1.1.2.
- 11.1.1.5 The parties acknowledge that subject to the requirements of Human Resources Development Canada, the SUB Plan agreed upon in 1992 shall remain in effect for the duration of this agreement. In the event of failure to receive approval for the SUB Plan or cancellation of the SUB Plan, should the employee so elect the Board shall pay 50% of her regular salary up to a maximum of three (3) consecutive months.
- 11.1.1.6 An employee who commences maternity leave may continue benefit coverage as follows:
- 11.1.1.6.1 for the period during which she is not receiving salary from the College, she shall be responsible for payment of 100% of the premium rates.
- 11.1.1.6.2 for the period during which she is receiving salary from the College, the payment of premiums shall be shared as per Article 10.2.
- 11.1.1.7 If the employee wishes to renegotiate her return date, or does not intend to return to work, such employee shall notify the appropriate Vice-President, in writing, two (2) months prior to the agreed upon date of return. The Vice-President shall render a decision regarding the amended return date.
- 11.1.1.8 Upon return, the employee shall be assigned to regular or related duties.

11.1.1.9 Should the employee neither renegotiate her leave nor return to full-time duties within the period of time agreed to by the appropriate Vice-President for a leave of up to twelve (12) months, or the Board for a leave beyond twelve (12) months, the employee shall be deemed to have resigned.

#### 11.1.2 **Adoption Leave**

11.1.2.1 Following one (1) year of continuous service, and upon reasonable notice being given to the Board, a full-time employee (one adopting parent) shall be granted leave of absence without pay for up to twelve (12) months, providing such leave commences within one (1) month of the adoption of the child. The employee shall be required to furnish proof of adoption.

11.1.2.2 A full-time employee granted leave without pay for adoption pursuant to 11.1.2.1 shall be returned to his/her former position or be placed in a comparable position for which he/she is qualified provided that the intention to return to work is indicated by notifying the Board two (2) months before the intended date of return.

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

#### 11.1.3 **Paternity Leave**

11.1.3.1 A full-time male employee who has completed one (1) year of continuous service at the time of application, and will have the actual care or custody of the newborn child, shall be granted up to twelve (12) months paternity leave without pay, providing such leave commences within one (1) month of the birth of the child. The employee shall provide proof of the birth of the child and shall give the Board three (3) months notice in writing of the day on which the leave is to commence.

11.1.3.2 A full-time employee granted leave without pay for paternity reasons pursuant to 11.1.3.1 shall be returned to his former position or be placed in a comparable position for which he is qualified provided that the intention to return to work is indicated by notifying the Board two (2) months before the intended date of return.

11.1.3.3 A male employee shall be granted four (4) days leave with pay to attend to his spouse in the event of the childbirth.

11.1.4 Notwithstanding the provisions of this Article 11.1, a full-time employee on leave, due to unforeseen circumstances directly relating to the child, may apply to the appropriate Vice-President for a shortened notice period for return to work.

#### 11.2 **Sick Leave**

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

11.2.2 The Board may, in its sole discretion, grant additional sick leave.

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

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

11.2.3.2 for chronic or persistent illness.

11.2.4 A part-time employee shall be entitled to full salary during illness for a maximum of one (1) hour for each sixteen (16) instructional hours contracted per semester.

### 11.3 **Compassionate Leave**

11.3.1 In the event of the death of a spouse or other member of the immediate family of an employee, such employee shall be allowed compassionate leave with pay for a period of up to five (5) consecutive working days. In addition the employee shall be granted up to two (2) further days for travel.

11.3.2 Definition of terms:

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

11.3.2.2 Immediate family means spouse, parent, guardian, grandparent, grandchild, son, daughter, foster-child, brother or sister of the employee or the employee's spouse.

11.3.3 Notwithstanding the above, the appropriate Dean/Director may grant additional leave.

### 11.4 **Mental or Physical Illness Leaves**

11.4.1 When it appears that due to mental or physical illness, it is desirable for an employee not to instruct or associate with students, the employee shall be entitled to sick leave benefits. After sick leave benefits have expired, the employee shall be entitled to the provisions of long-term disability, subject to the long-term disability policy identified in Article 10.

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

11.4.3 On reassignment to the employee's duties, such employee shall be evaluated by the Faculty Tenure Committee who shall recommend a course of action to the Board with respect to the employee's ability to carry out assigned duties.

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

11.5.1 Application

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

11.5.1.2 In instances where more employees wish to apply than are allowed to participate by Article 11.5.1.4, the Chair, or where appropriate, the relevant Director in the Division of Student Affairs and Campus Life or designate, shall meet with full-time department employees in order to determine which application(s) shall be forwarded to the Faculty Leave Committee according to criteria established by the Chair, or where appropriate, the relevant Director of Student Affairs and Campus Life or designate, and full-time department employees.

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

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

<b>Full-time Employees</b>	<b>Number of Release Positions Available</b>
0 - 10	1
11 - 20	2
21 or more	3

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

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

11.5.2.1 Upon approval to participate in the plan, an employee shall contribute fifteen percent (15%) of his/her gross annual salary as per the Salary Schedule (Article 7) for four (4) consecutive years (exclusive of any stipends, honorariums, etc.). Contributions shall be deducted from each regular salary payment.

11.5.2.2 During each of the five (5) years of the plan, interest earned on contributions, as well as any interest on deposit, shall be deemed to have been paid to the participant. Such total interest will be acknowledged as interest income by inclusion in the participant's annual tax return. The College shall provide to a participant the appropriate Revenue Canada tax form denoting the amount of interest earned annually. In actual fact, however, the interest earned shall be retained on deposit in the plan in the name of the participant, to be paid out in the release year as per Article 11.5.2.3.

11.5.2.3 The release year of the plan shall consist of two distinct leaves, a self-funded leave and a paid leave. For the self-funded leave, salary shall be paid from the participant's contributions as well as the associated interest which has been earned, at a salary rate equivalent to eighty-five percent (85%) of the participant's gross annual salary as per the Salary Schedule (Article 7), for a period commencing 15 August until the contributions and interest have been depleted. Immediately thereon the paid leave shall commence, at the same level of salary, until 14 August, concluding the release year.

11.5.2.4 During each of the five years of the plan, a participant shall be eligible to maintain coverage on all benefits and insurance plans as per Article 10.1. Entitlements for salary related benefits shall be based upon the one hundred percent (100%) of salary an employee would have received if the employee were not a participant in the plan. The employer and employee shall continue to pay their normal share of premium/contribution costs.

11.5.2.5 The Local Authorities Pension Board has ruled that gross salary before deferral is to be considered an employee's annual salary for contribution and pension purposes. Employee and employer pension contributions shall be based on one hundred percent (100%) of normal gross annual salary, as per the Salary Schedule (Article 7) for all five (5) years of the plan.

#### 11.5.3 General Regulations

11.5.3.1 Employees participating in the plan shall retain their positions and seniority, shall be granted their annual increments of salary, where applicable, and shall receive all benefits pursuant to Articles 10.2 and 10.3.

11.5.3.2 A participant may apply to the Faculty Leave Committee by 1 February prior to the commencement of the release year to defer the release year for a maximum of one year. A deferral shall not be approved if it would cause the deferral of another participant's release year because of the number of release positions available as per Article 11.5.1.4. Otherwise an application for referral shall not be unreasonably denied.

11.5.3.3 A participant may apply to the Director of Human Resources by 1 February prior to the commencement of the release year to withdraw from the plan. An application must be based upon financial difficulties beyond the employee's control. An application for withdrawal shall not be unreasonably denied.

11.5.3.4 If approval for withdrawal is granted, the College shall, in the following month, return the employee's contributions to the plan, as well as any interest on deposit. The College is not required to guarantee any interest rate.

11.5.3.5 An employee who participates in the plan shall return to the College for at least one (1) full year of service after the release year. An employee who does not return, shall be obligated to remunerate the College the full amount of salary and benefits paid by the College on the employee's behalf during the paid leave portion of the plan.

- 11.5.3.6 During the self-funded portion of the plan in the release year, a participant shall not receive any salary from the College.
- 11.5.3.7 A participant who ceases to be an employee of the College is not eligible to continue in the plan. The College shall return the total of the former participant's contributions plus any interest on deposit, no later than the last day of the month following the date of termination.
- 11.5.3.8 A participant who ceases to be an employee under the terms and conditions of this agreement, but who continues employment with the College in another capacity, may apply to the President for special arrangements which might allow completion of the plan.
- 11.5.3.9 Upon the death of a participant in the plan, the College shall pay all contributions plus any interest on deposit on behalf of the participant, to the participant's named beneficiary on the College's group life insurance policy.
- 11.5.3.10 Contributions shall continue during any period of sick leave, however, continued participation after the commencement of long term disability, shall be at the sole discretion of the Board.

## 11.6 Professional Leave

### 11.6.1 Definition

- 11.6.1.1 A professional leave may be granted to an employee to undertake an acceptable plan of appropriate study, research or travel which will improve the employee's personal and professional competence.
- 11.6.1.2 Employees granted professional leave shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this agreement.
- 11.6.1.3 During an academic year (15 August – 14 August) the Board shall make available no fewer than the equivalent of five (5) annual professional leaves and four (4) professional leaves which are for either the Fall Term or Winter Term.
- 11.6.1.4 A Fall Term leave is for the period 15 May – 31 December, inclusive of vacation. A Winter Term leave is for the period 1 January – 14 August, inclusive of vacation. The Faculty Leave Committee may grant leaves of up to twenty-four (24) months in length, but shall normally give priority to annual leaves and Fall Term or Winter Term leaves. For the purpose of calculating the number of leaves provided in an academic year, the Fall Term and Winter Term leaves shall be counted as one half (1/2) an annual leave.
- 11.6.1.5 An employee on an annual professional leave shall be paid salary at eighty percent (80%) of his/her regular annual salary rate.
- 11.6.1.6 An employee on a Fall Term leave or a Winter Term leave shall be paid salary at ninety percent (90%) of his/her regular annual salary rate during the leave.
- 11.6.1.7 An employee may earn income for work that is in addition to the plan of approved study, research or travel providing the total amount of earned income received, including the amount of salary received while on leave (i.e., 80% or 90% dependent on the type of professional leave) does not exceed one hundred and twenty-five percent (125%) of his/her regular salary. Plans to augment earned income while on leave shall be declared in the applicant's leave proposal. All earned income, in excess of salary earned while on leave, (i.e., the 80% or 90%) must be reported by the employee to the employee's Dean or Director and the Faculty Leave Committee within thirty (30) days of completion of the professional leave.

### 11.6.2 Application

- 11.6.2.1 Full-time tenured employees shall be eligible to apply for professional leave, and when making such application shall undertake to provide return service upon completion of the leave, for a period of time equal to two (2) times the length of the leave granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. Failure to comply fully with

such undertaking by an employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the employee.

11.6.2.2 An employee shall apply to his/her Chair, or in areas where the position Chair does not exist, to the Dean/Director or designate for the area, for professional leave by the first Friday in October. The Chair or appropriate Dean/Director shall forward such application to the Faculty Leave Committee by the third Friday in October. The Faculty Leave Committee shall make its decision by the last Friday in November.

11.6.2.3 The Faculty Leave Committee shall consist of:

two (2) tenured members of the Association, elected by the Association; the Vice-President, Academic, who shall chair the Committee; one (1) dean or director, appointed by the Vice-President, Academic; one (1) person designated by the Vice-President, Academic, who is acceptable to the three (3) other members of the Committee.

### 11.6.3 General

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

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

11.6.3.3 A recipient may apply for a research grant associated with a professional leave. Such application must be made at least one month prior to the commencement of the leave and shall detail the proposed research plan and associated costs. Where the application is approved by the appropriate Dean or Director, the employee's salary during the period of the professional leave (as per Article 11.6.1.5) shall be reduced by an amount equal to the size of the research grant. Research grants must be used exclusively for the purpose of research and it is the sole responsibility of the employee to ensure compliance with the tax regulations of Revenue Canada.

## 11.7 Leave of Absence With or Without Pay

11.7.1 The Board, in its sole discretion, may grant leave of absence with or without pay to an employee.

11.7.2 The employee shall inform his/her immediate supervisor in writing, of the intention to return or resign, six (6) months prior to the expiry of the leave.

11.7.3 The employee may elect to pay one hundred percent (100%) of all normal benefits.

11.7.4 Employees granted leave of absence with or without pay shall retain their position and seniority upon return from the leave.

## 11.8 Other Leaves of Absence

The Board, in its sole discretion, may grant leave of absence with or without pay to an employee.

## 11.9 Notification of Application for Leave

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

## ARTICLE 12 - PROFESSIONAL DEVELOPMENT

12.1 The Board shall provide an annual grant to the Association, by 1 September, for the purpose of assisting employees to improve their educational qualifications or develop their educational skills. The provision of the grant shall be conditional upon the submission of a report to the Vice-President, Academic, by the preceding 15 June, outlining in detail the allocation of the previous year's grant. Any unused portion of the grant shall be retained by the Association. The amount of the grant shall be thirty-three thousand dollars (\$33,000.00) annually effective July 1, 2000.

- 12.2 The Board shall provide an annual grant to the Association, by 1 September, for the purpose of reimbursing employees who successfully complete credit courses at any post-secondary institution. The provision of the grant shall be conditional upon the submission of a report to the Vice-President, Academic, outlining in detail the allocation of the previous year's grant. Any unused portion of the grant shall be retained by the Association. The amount of the grant shall be eight thousand dollars (\$8,000.00) annually.
- 12.3 An employee who takes a credit course at Mount Royal College with the approval of the Department/Program Chair or, where appropriate, the relevant Director in the Division of Student Affairs and Campus Life or designate, shall be reimbursed the amount of tuition, exclusive of special course or program fees, or private instruction as published in the annual fee schedule in the College Calendar, upon successful completion of that course.
- 12.4 Employees shall be eligible to enroll free of charge in any non-credit course, workshop or seminar offered by the Faculty of Continuing Education and Extension or the Conservatory, exclusive of private and small group music lessons subject to the approval of the appropriate Dean or Director.
- 12.5 The Board shall annually provide six hundred (\$600) dollars for each Chair to be used for professional development purposes.
- 12.6 **Individual Professional Development Allocation**
- 12.6.1 The Board shall provide annual individual professional development funding to each tenured, tenurable and term-certain employee in the amount of five hundred forty-six dollars (\$546.00).
- 12.6.2 Such per capita funding shall be made available for professional development purposes.
- 12.6.3 Such per capita funding shall be available in an account and can accumulate up to four (4) years.
- 12.6.4 If an employee as defined in Article 12.6.1 leaves the College during the four-year period or has underspent the allocated per capita funds at the end of the rolling four-year period, the balance will accrue to the general fund and will be redistributed among the eligible members in the succeeding budget year.

## **ARTICLE 13 - COPYRIGHT**

### **13.1 Definitions**

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

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

- 13.2.1 Where a work is produced by an employee in the course of employment at Mount Royal College, the employee, subject to Articles 13.2.2 and 13.2.3 hereof, shall be the owner of copyright in the work.

13.2.2 Article 13.2.1 shall not apply to an employee whose initial engagement or whose normal responsibilities at the time of production of the work included or include the preparation of such works.

13.2.3 Articles 13.2.1 and 13.2.2 above are subordinate to and do not apply in the circumstances outlined in Article 13.4.

### 13.3 **Licence For Use by the College in Educational Program**

13.3.1 Where a work falls under the provisions of Article 13.2.1, the employee shall grant to the College a royalty-free, irrevocable licence for the balance of the term of copyright, to use the unchanged work for all purposes of the Educational Program of the College.

13.3.2 Where the College wishes to use a work in accordance with the provisions of Article 13.3.1 above, the cost of producing copies of the work for such use shall be borne by the College and not by the employee.

13.3.3 The College will take all reasonable steps to ensure that such a licence does not unduly prejudice other contractual arrangements which the employee may wish to make.

### 13.4 **Works Produced with College Facilities or Funds**

Where a work is produced in whole or in part with the assistance of College Facilities, Funds, Grants or Financing, but not in the normal course of the employee's employment, then the College and the employee shall enter into an agreement using the Mount Royal College Copyright Contract with respect to the following items:

#### 13.4.1 Quantify Costs

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

#### 13.4.2 Licence to College

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

#### 13.4.3 Fees for Licence

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

#### 13.4.4 Editorial Control

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

#### 13.4.5 Reimbursement of Direct Costs

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

#### 13.4.6 Custody

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

#### 13.4.7 Assignment

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



#### 13.4.8 Marketing

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

#### 13.5 Custody

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

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

#### 13.6 Clearance

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

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

13.6.3 The accuracy of the list described in Article 13.6.2 above shall be the responsibility of the employee.

### ARTICLE 14 - GRIEVANCE PROCEDURE

#### 14.1 A grievance is a difference arising:

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

14.1.2 with respect to a contravention or alleged contravention of this Agreement, and

14.1.3 with respect to whether a difference referred to in clause 14.1.1 or 14.1.2 can be the subject of arbitration, between the parties to or persons bound by this Agreement and not otherwise covered by other procedures in the Agreement.

#### 14.2 A grievance shall be settled in the following manner:

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

14.2.2 Step 2. Failing resolution, the Association on behalf of the grievor or grievors shall state the grievance in writing and present it within ten (10) days of the discussion to the Vice-President, Academic, or the Vice-President's designate and the President of the Association or the President of the Association's designate. These two representatives shall meet and attempt to resolve the issue. They shall render in writing either a recommended settlement or a report that they are unable to resolve the grievance. In the event of a recommended settlement, the grievor or grievors and the respondent shall accept or reject the same within ten (10) days of receipt of the report.

14.2.3 Step 3. Failing resolution, the Board or the Association may, within ten (10) days of receipt of the aforementioned recommendation report of no resolution, request that the matter be referred to the Grievance Committee.

14.2.3.1 The Grievance Committee shall consist of:

- 14.2.3.1.1 The President, or the President's nominee,
- 14.2.3.1.2 The Chair of the Board or the Chair's nominee,
- 14.2.3.1.3 Two nominees of the Association.
- 14.2.3.2 The party advancing the grievance to the Grievance Committee shall name in the notice that party's nominees to the Grievance Committee. The respondent shall also name nominees within ten (10) days of receipt of such notice.
- 14.2.3.3 The Grievance Committee shall meet within twenty (20) days of being appointed and shall render a decision within thirty (30) days of the date of its first meeting.
- 14.2.3.4 The decision of the Grievance Committee shall be either a majority or unanimous decision or a statement that it is unable to resolve the grievance. In the event of a majority or unanimous decision, the parties shall accept or reject the decision within ten (10) days of receipt of the decision.
- 14.2.4 Step 4. Where the Grievance Committee is unable to make a decision or where either party rejects the decision of the Grievance Committee either party may within ten (10) days of the same, proceed directly to Step 5, or in the case of a policy grievance, may request the Board to hear the grievance and the Board shall, within twenty (20) days of its receipt of such request, call a special meeting to hear the grievance, and the Board shall give a full and fair opportunity to all interested parties at such meeting to make representations relevant to the grievance.
  - 14.2.4.1 The Board shall within ten (10) days of the completion of its meeting or meetings on the grievance communicate its decision to the parties.
  - 14.2.4.2 The Association shall accept or reject the Board's decision within ten (10) days of receipt of the decision.
- 14.2.5 Step 5. Failing resolution, the grievance may be referred by either the Association or the Board to an Arbitration Board.
  - 14.2.5.1 The grievance shall be referred within ten (10) days of the preceding step and the referent shall name a nominee to the Arbitration Board.
  - 14.2.5.2 The respondent shall name a nominee to the Arbitration Board and inform the referent within ten (10) days.
  - 14.2.5.3 If a party fails to appoint a nominee to the Arbitration Board, the other may request the Chairman of the Labour Relations Board under the Labour Relations Act to appoint a nominee for the defaulting party.
  - 14.2.5.4 Upon the appointment of the two nominees so selected, they shall within seven (7) days appoint a third person as a member who shall be chair.
  - 14.2.5.5 If the two nominees fail to agree upon a chair, either or both may request the Chairman of the Labour Relations Board to appoint a chair.

### 14.3 **Arbitration Board**

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

- 14.3.1 It shall hear and determine the grievance and shall issue a decision in writing which is final and binding upon the Association and the Board and upon any employee affected by it.
- 14.3.2 The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the chair governs.
- 14.3.3 Each party shall bear the expense of its nominee and the two parties shall equally share the expense of the chair.

14.3.4 It shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

14.3.5 It shall have the power to:

14.3.5.1 enter any premises of the Board where anything is taking place or has taken place concerning any differences submitted to the Arbitration Board and to inspect and view any work, material, machinery, appliance or article therein and interrogate any person in the presence of the parties or their representatives respecting any such thing or any such differences.

14.3.5.2 authorize any person to do anything that the Arbitration Board may do under Article 14.3.5.1 above, and to report to the Arbitration Board thereon.

14.3.5.3 correct in any award, any clerical error, mistake or omission.

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

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

#### 14.5 **Advancement of Grievance**

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

#### 14.6 **Failure to Process**

In the event a grieving party or person fails to process a grievance within a time limit set out in the procedure, such grievance is terminated unless extended by agreement in writing.

14.7 Time in this Grievance Procedure shall be computed exclusive of Saturdays, Sundays and Statutory Holidays.

## **ARTICLE 15 - NEGOTIATIONS**

### **15.1 Commencement of Negotiations**

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

15.1.2 If a notice of intention is given under Article 15.1.1, the negotiating committees or their nominees shall meet prior to 7 March to:

15.1.2.1 Exchange a list of items they wish to discuss during the negotiations;

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

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

15.1.2.4 Set dates for negotiation meetings; and

15.1.2.5 Arrange for the selection of the mediator contemplated by Article 15.3.7, and make arrangements to ensure the mediator's availability.

## 15.2 Principles of Negotiations

- 15.2.1 The parties commit to:
  - 15.2.1.1 Conducting their negotiations in an expeditious, efficient and problem solving manner to conclude a revised Collective Agreement by the expiry date;
  - 15.2.1.2 Disclosing information to each other that will assist the negotiation process;
  - 15.2.1.3 Avoiding unnecessary expense;
  - 15.2.1.4 Scheduling blocks of time of 6 hours or more per day in two or three day blocks to maximize the productivity of negotiating sessions; and
  - 15.2.1.5 Making committee members available for bargaining on agreed upon dates, subject to unavoidable contingencies, but with backup plans to accommodate those contingencies.
- 15.2.2 Subsequent to the meeting referred to in Article 15.1.2, the negotiating committees or their nominees shall meet together in accordance with the agreed upon schedule to bargain in good faith and attempt to agree upon the terms of a new Agreement.
- 15.2.3 If, by 31 May, the parties have been unable to agree upon the terms to be included in a revised Agreement, the parties agree to engage in enhanced mediation.

## 15.3 Enhanced Mediation

- 15.3.1 The parties agree to use a one-person or three-person process of enhanced mediation in an effort to resolve their items in dispute before resorting to the options set out under the heading **Free Collective Bargaining**.
- 15.3.2 The parties agree on the following principles for the conduct of enhanced mediation:
  - 15.3.2.1 The process should respect and reinforce the *Principles of Negotiations* set out in Article 15.2.
  - 15.3.2.2 The mediator or mediation panel should engage in active problem solving mediation, drawing on their experience to advance suggestions for possible solutions, making all reasonable efforts to assist the parties to resolve the issues in dispute.
- 15.3.3 In the following articles, mediator shall include a mediation panel, if selected.
- 15.3.4 By 31 May, each party will choose whether to use one or three persons for the mediation process.
- 15.3.5 If one party wishes a three-person panel rather than a single mediator and the other party wishes a single mediator, then the parties will use a three-person process. However, the party selecting the three-person process will reimburse the other party for the additional costs involved by a payment equal in amount to one half of the fees of the chair of the mediation panel.
- 15.3.6 If either party indicates a wish to proceed with a three-person enhanced mediation process, each party will forthwith select a person to act as its appointee as a member of the mediation panel and advise the other party of the selection. The parties agree to select members of the panel who are available on any pre-selected date for the enhanced mediation.
- 15.3.7 The process for selecting a mediator or a chair for the mediation panel shall be as follows:
  - 15.3.7.1 Each party shall submit to the other party the names of three (3) candidates for the mediator; and
  - 15.3.7.2 The legal counsel for each of the two parties shall review the names and agree upon the choice of a mediator from the names submitted, taking into account the principles of mediation set out above.

- 15.3.7.3 If, for any reason, this selection process fails, either party may apply to the Chair of the Alberta Labour Relations Board for the appointment of a suitable mediator. If a party fails to appoint a person to a three-person panel once a three-person panel has been selected, the Chair of the Labour Relations Board may appoint a suitable person.
- 15.3.8 Four weeks prior to the scheduled mediation, the parties will agree upon a package of information materials to be submitted to the mediator for review in advance of the scheduled date for the mediation.
- 15.3.9 Each party will prepare a submission in writing outlining its position on the items in dispute. Copies of the submissions will be provided to the mediator and the other party at least two weeks prior to the scheduled date for the mediation.
- 15.3.10 The mediator will meet with the parties at the scheduled time for the purpose of hearing their presentations on the items in dispute. After those presentations, the mediator will meet with the parties during the mediation and make efforts to find mutually agreeable solutions to the issues in dispute. The mediator shall establish the procedures to be followed, providing opportunities for the parties to present such arguments and information as may be necessary to resolve the items in dispute.
- 15.3.11 If the mediator is unable to affect a settlement, the mediator shall issue a report to the parties with recommendations for settlement. If the parties choose a mediation panel, the panel will endeavour to provide the parties with a unanimous recommendation, but failing that, the recommendation of the chair will be the recommendation of the panel.
- 15.3.12 The mediator's report will be delivered to the parties at the same time, within 10 days from the close of the mediation session.
- 15.3.13 The mediator's report is not binding on either party.
- 15.3.14 If both parties accept the mediator's recommended terms of settlement, they shall promptly conclude negotiations and execute an agreement pursuant to such terms.
- 15.3.15 The two parties shall share the cost of the mediator or the chair of the mediation panel equally, subject to Article 15.3.5 above.
- 15.3.16 If, following enhanced mediation and receipt of the mediator's report and recommendations, the parties have not entered into a revised Collective Agreement, then the parties shall engage in *Free Collective Bargaining* as set out below.

#### **15.4 Free Collective Bargaining**

- 15.4.1 No strike shall occur until:
- 15.4.1.1 Bargaining has occurred in accordance with the procedures herein and 15 days have passed since receipt of the mediator's report and recommendations;
  - 15.4.1.2 The Agreement has expired;
  - 15.4.1.3 A strike vote has resulted in a majority in favour of a strike;
  - 15.4.1.4 The Board has been given, in writing, at least seventy-two (72) hours notice of the date and time the strike will commence.
- 15.4.2 No lock-out shall occur until:
- 15.4.2.1 Bargaining has occurred in accordance with the procedures herein and 15 days have passed since receipt of the mediator's report and recommendations;

- 15.4.2.2 The Agreement has expired;
- 15.4.2.3 The Association has been given, in writing, at least seventy-two (72) hours notice of the date and time the lock-out will commence.
- 15.4.3 If the parties to a dispute agree in writing to do so, a strike notice or a lock-out notice may be amended one or more times after it has been served, by changing the date or time or both specified for the commencement of the strike or lock-out.
- 15.4.4 If a strike or lock-out does not occur because of an agreement pursuant to Article 15.4.3, or is not permitted to occur on the date and the time specified, the notice becomes ineffective, and another notice must be served before the party concerned strikes or locks-out, or causes a strike or lock-out, as the case may be.
- 15.4.5 If either party has given notice of intention to continue *Free Collective Bargaining*, to strike or to lock-out, this Agreement shall remain in full force and effect during any period of negotiations, even if such negotiations extend beyond the expiry date and shall continue to remain in full force and effect until the date of commencement of a strike or lock-out.

## **15.5 Other Options**

- 15.5.1 The parties may agree, in writing, at any time in the bargaining process, to submit any or all items in dispute to voluntary binding arbitration. The process to be followed, unless the parties agree otherwise, shall be the process for voluntary binding arbitration set out in the Alberta Labour Relations Code.
- 15.5.2 Nothing in this agreement prevents the parties agreeing to further facilitation, mediation or other dispute resolution processes.
- 15.5.3 Dates contained in this Article may be amended or extended by mutual agreement in writing.
- 15.5.4 Within sixty (60) working days of signing the Agreement, a joint contract administration seminar shall be offered to all parties affected by the Agreement.

## **ARTICLE 16 - WORKPLACE ENVIRONMENT**

### **16.1 Non-Discrimination**

- 16.1.1 Neither the Board nor its representatives shall discriminate against, or harass, employees with respect to employment on the grounds of race, religious or political beliefs, colour, gender, sexual orientation, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, or membership or activity in the Association as provided under the terms of this Agreement. The foregoing does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational qualification.

### **16.2 Occupational Health and Safety**

- 16.2.1 The Board agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace including a properly heated and lighted working environment that is free of pollution in accordance with applicable federal, provincial and municipal health and safety legislation and regulations.
- 16.2.2 Where the nature of the work or working conditions of the employee's regular duties at the College are such that protective clothing, safety equipment or other protective devices are required, the employer shall provide those items and shall maintain and replace them, where necessary, at no cost to the employee.
- 16.2.3 It shall be the responsibility of the employee to report to his/her immediate supervisor, or Dean/Director, any situation in the workplace which the employee believes to be unsafe or unhealthy.

16.2.4 No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. An employee who does not work under such circumstances shall not suffer a loss of pay provided that the employee's decision is upheld by the College Occupational Health and Safety Committee. The decision of the College Occupational Health and Safety Committee shall be binding upon both the employee and the Board.

IN WITNESS WHEREOF the parties have executed this agreement by their authorized officers the day, month and year first above written.

THE BOARD OF GOVERNORS  
MOUNT ROYAL COLLEGE

THE MOUNT ROYAL FACULTY ASSOCIATION

Per: \_\_\_\_\_  
J. Ady, Chair  
Board of Governors  
Mount Royal College

Per: \_\_\_\_\_  
J. Paquette, President  
Mount Royal Faculty Association

Per: \_\_\_\_\_  
T. L. Wood, President  
Mount Royal College

Per: \_\_\_\_\_  
R. Genereux, Chair  
Economic Policy Committee  
Mount Royal Faculty Association

\_\_\_\_\_  
Date



**MEMORANDUM OF AGREEMENT**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Joint Administration of Professional Development Funds**

Background:

The Collective Agreement provides in Article 12.1 for an Educational Grant fund to be available for professional development.

The various Faculties/Centres/Schools also have funds allocated to professional development.

Both parties see advantages in combining the administration of these funds to make their disbursement more efficient and the process of allocation more transparent.

Both parties wish to expand the amount of money available for professional development purposes.

The parties wish to engage in a pilot project to last for a period of three (3) years from July 1, 2000 until June 30, 2003.

Pilot Project:

Therefore, the parties agree:

1. For the period from July 1, 2000 to June 30, 2003 the monies allocated under Article 12.1 of the Collective Agreement, and the Faculty Development funding in each Faculty/Centre/School, will be administered jointly in accordance with the terms of this Memorandum of Agreement.
2. The provisions of Article 12.1 of the Agreement will, except for the payment of the funds, be suspended for the term of this Memorandum of Agreement.
3. Effective July 1, 2000, the amount to be paid under Article 12.1 will be increased to \$33,000 annually.
4. The parties will establish a committee consisting of the Vice-President, Academic and the chairs of the two negotiations committees (identified below) to prepare a statement of principles that will govern the distribution of monies for professional development of faculty. This statement will be used by committees in each Faculty/Centre/School to process applications for funding from the jointly administered funds and to verify expenditures once approved. The statement of principles will be published. It will also provide for access to funds for full and part-time faculty.
5. Each Faculty/Centre/School will elect from its members a committee to consider applications for funding for professional development in accordance with the statement of principles.
6. At the conclusion of the pilot project, the parties may agree to continue or revise the project for a further term. If the parties fail to agree to a continuance, Article 12.1, as amended above, shall once again apply as of July 1, 2003 with an amount of \$33,000.

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Ken J. Robson, Chair  
Board of Governors  
Negotiating Committee

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Date

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Jane Drover, Chair  
Economic Policy Committee  
Mount Royal Faculty Association