



**MOUNT ROYAL COLLEGE**

**COLLECTIVE AGREEMENT**

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

July 1, 2008 – June 30, 2010

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This AGREEMENT made this      day of      , 2008

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

The following definitions will be applicable to the interpretation of the Collective Agreement:

- 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 or designate.
- 1.4 **Chair:** a faculty member whose regular workload includes administrative duties, to whom all employees in an academic unit report, and who reports to a Dean or Director.
- 1.5 **Counsellor:** an employee performing the duties of a professional counsellor.
- 1.6 **Academic unit:** constitutes faculty in departments, programs, the Library, student counselling services or the Academic Development Centre.
- 1.7 **Discipline:** a subject area within a department.
- 1.8 **Division:** the Division of Academic Affairs.
- 1.9 **Employee/Faculty:** all academic staff members including: full-time and part-time instructors teaching credit courses; any other person teaching a credit course; counsellors; educational developers; 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.
- 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 **Teaching:** activities related to the delivery of credit instruction.
- 1.14 **Scholarship:** activities related to research, scholarly and/or artistic work which occurs through discovery, integration, teaching and learning, or application of knowledge and must be disseminated through peer-reviewed processes.
- 1.15 **Service:** activities in support of academic processes at the departmental, faculty and institutional level. Service activities may also take the skills, disciplinary expertise, perspectives and leadership of faculty to the relevant communities.
- 1.16 **Scheduled Instructional Course Hour (SICH):** 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 practica, open laboratories, studios, directed study, computer-assisted instruction, team-teaching, rehearsals and productions shall be assigned by the Chair in consultation with the members of the appropriate academic unit, and is subject to the approval of the Dean/Director.
- 1.17 **Educational Developer:** an employee performing the professional duties of an educational developer, including faculty development related to the enhancement of teaching, the design of curriculum, and the integration of learning technologies.

- 1.18 **Intersessional period:** that period of the calendar year not ordinarily devoted to student contact and exclusive of vacation periods.
- 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.
- 1.20 **Librarian:** an employee performing the duties of a professional librarian.
- 1.21 **Part-time employee:** a member of the academic staff employed by the Board on an hourly basis.
- 1.22 **Tenable employee:** an employee eligible for tenure pursuant to Article 4.
- 1.23 **Tenured employee:** an employee who has achieved tenure pursuant to Article 4.
- 1.24 **Term-certain employee:** any employee hired under Article 4.5.

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 2010 and thereafter shall continue in full force and effect from year to year unless amended or terminated by either party as hereinafter provided.

## **ARTICLE 4 - 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 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 **Tenable 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 work pattern, 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 Executive Director in the Division of Student Affairs and Campus Life or designate, who shall be chair of the committee. When the Chair of the academic unit 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 academic unit. These shall be elected by the academic unit 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 Executive 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 academic unit, 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, proposed work pattern(s) and appropriate placement(s) on the salary schedule, in accordance with the provisions of Article 7, and shall be submitted to the Provost and Vice-President, Academic.
- 4.2.9 The Provost and 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 4.4.8.3, 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 Articles 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 Provost and 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 Subject to the provisions of Article 4.4.3, 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 A tenurable employee may elect to extend the probationary period as described in Article 4.2.1 for twelve months subject to the following provisions:
  - 4.4.3.1 The employee shall remain in the same work pattern identified in the letter of appointment outlined in Article 4.2.2;
  - 4.4.3.2 The employee shall notify the Chair and the President of the Mount Royal Faculty Association, not before receipt of the annual department evaluation and no later than June 14 of the third tenurable year that she/he is applying to extend the probationary period for one year.
- 4.4.4 All tenurable employees who have elected to extend the probationary period as outlined in Article 4.4.3 shall be candidates for tenure on 15 September of the fifth 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 eight (8) semesters to the secretary of the Committee and by 1 October shall advise the President of the Mount Royal Faculty Association of such application.
- 4.4.5 The Faculty Tenure Committee may, for special reasons, entertain application for tenure from an employee prior to the fourth year of tenurable employment.
- 4.4.6 The Faculty Tenure Committee shall consist of:
  - 4.4.6.1 two (2) tenured members of the Association, elected by the Association;
  - 4.4.6.2 the President of the College;
  - 4.4.6.3 the Provost and Vice-President, Academic;
  - 4.4.6.4 one (1) person designated by the President of the College, who is acceptable to the three other members of the committee.
  - 4.4.6.5 the Association and the Board each shall name one standing proxy to replace members unable to attend for good reason.
- 4.4.7 An applicant for tenure:
  - 4.4.7.1 shall be provided with copies of all documents submitted to the Faculty Tenure Committee pertaining to such application;
  - 4.4.7.2 shall be provided such copies no less than seventy-two (72) hours prior to any meeting with the committee, and
  - 4.4.7.3 shall have the right to appear before the committee prior to its decision.
- 4.4.8 Following final review, the Faculty Tenure Committee shall recommend to the Board that the employee:
  - 4.4.8.1 be granted tenure; or
  - 4.4.8.2 be released; or
  - 4.4.8.3 subject to Article 4.2, receive an appointment of a further probationary period, no longer than an additional year.

- 4.4.9 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 4.4.8 above.
- 4.4.10 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 4.4.8.3.
- 4.4.11 If the Board recommends the release of an employee as set forth in Article 4.4.8.2, 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, educational developers 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 or sabbatical, leave of absence, illness leave, mental or physical illness leave, administrative assignment, or to replace members who are on other continuous employment by the Board; whenever practicable, term-certain employees shall be hired to replace members who are on secondment and shall have an appointment equal to the probationary term of the secondee followed by an appointment equal to the remaining term of the secondment;
  - 4.5.4.2 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 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. In the fourth, or a subsequent year of a term-certain employee's service, the employee may elect to be evaluated as per the policies and procedures in effect for part-time employees. However, such evaluation shall not be credited toward any subsequent application for tenure.

#### **4.6 Cross-Appointments of Tenurable and Term-Certain Faculty**

- 4.6.1 Tenurable and term-certain faculty may be hired into a cross-appointment, as described in Appendix A, Faculty Cross-Appointments. In such cases, the letter of appointment shall, in addition to the stipulations in Article 4.2.2, designate the home and the cross academic units to which the member is appointed. A tenurable faculty member so appointed shall remain in this position for the probationary period. A term-certain faculty member so appointed shall remain in the cross-appointment for the duration of the contract.

In exceptional circumstances, a faculty member may opt out of cross-appointment, subject to the approval of the Dean/Director of the home academic unit. Such approval shall not normally be withheld.

#### 4.6.2 Selection Process

The provisions of Article 4.2, Tenurable Appointment shall apply with the following modifications:

4.6.2.1 The chair of the home academic unit, or where appropriate the Executive Director in the Division of Student Affairs and Campus Life or designate, shall be the chair of the selection committee. When the chair of the home academic unit is unable to chair the selection committee, the appropriate Dean/Director shall designate a chair for the committee.

4.6.2.2 Two representatives, one each from the home department and the cross department, shall be elected by the academic units in which the vacancy occurs. Other members of the selection committee shall include the appropriate Dean/Director, or designate; and one additional person appointed by the appropriate Dean/Director.

#### 4.6.3 Probationary Period

4.6.3.1 The chair of the home academic unit and the dean of the faculty in which the home department resides shall lead the tenure process. They are responsible for assisting the candidate in developing the tenure dossier and shall ensure that peer and student evaluations of instruction occur in courses associated with both the home and the cross academic units. The home academic unit will also ensure that the recommendations from the cross academic unit are incorporated into the tenure dossier of the candidate.

If the home academic unit so chooses, it can establish a joint committee representing both the home and the cross academic units. Normally the committee would be co-chaired by the chairs of both academic units and both deans (if applicable) would write memoranda to the Tenure Committee. The joint committee would act as the academic unit during the tenure process.

4.6.3.2 In addition to the stipulations of Article 4.6.3.1, all clauses of Article 4.3 shall apply to cross-appointments.

#### 4.6.4 Workload

4.6.4.1 The instructional load of faculty in cross-appointments shall be assigned by consultation between the Chairs and members of the home and cross academic units, following consultation with the Deans/Directors.

4.6.4.2 The provisions of Article 8.3, 8.4, 8.5 and 8.7 governing work patterns shall apply.

4.6.4.3 In cases where a cross-appointed faculty member is engaged in scholarship, both the home and cross academic units need to ensure that relevant criteria are clearly identified, especially when the criteria between Faculties may differ.

#### 4.6.5 Changing Home Academic Unit

A faculty member who holds a cross-appointment may elect to have the cross academic unit designated as the home academic unit after the initial appointment. In this case, the Provost and Vice-President, Academic would require letters from the chairs of the respective academic units and the deans of the respective Faculties, setting out the reasons for the cross-appointed faculty member's request for re-designation with a view to making a decision.

4.7 In all other aspects of cross-appointments, the provisions of Appendix A shall apply.

#### 4.8 **Cross-Appointments of Tenured Faculty**

Cross-appointments of tenured faculty shall be governed by the terms of Appendix A, Faculty Cross-Appointments.

#### 4.9 **Part-Time Appointment**

4.9.1 For appointments, wherever possible, a selection committee shall be struck and shall be composed of:

4.9.1.1 the Chair, or where appropriate, the Executive Director in the Division of Student Affairs and Campus Life or designate, who shall be chair of the committee. When the Chair of the academic unit is unable to chair the committee, the Dean/Director shall designate a chair for the committee.

4.9.1.2 Two representatives, where possible, from the academic unit. Both of these representatives shall be tenured, where possible, and both representatives shall be elected by the academic unit in which the vacancy occurs.

4.9.2 No later than May 15 or the tenth week of the Fall Semester, as appropriate, the Chair shall ask currently employed part-time instructors in a academic unit if they wish to be considered for employment. Such instructors will notify the Chair in writing and their application will be considered by the selection committee for part-time employment, based on previous successful performance and qualifications.

4.9.3 Notwithstanding the provisions in Article 4.9.2, the selection committee shall be provided with all applications and supporting documents, including the criteria developed by the Dean/Director and Chair.

4.9.4 If a current or former part-time employee wishes an appointment in any subsequent semester which falls within an eighteen (18) month period since previous appointment, such an individual shall be considered for appointment in accordance with criteria developed by the Dean/Director and Chair. Without limiting the generality of the aforementioned criteria, accumulated experience at Mount Royal College that is both satisfactory and relevant, shall be the determining factor in making a decision.

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

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

4.9.7 The Chair of the selection committee shall prepare a written summary report which contains the committee's recommendations and submit it to the appropriate Dean/Director for approval. In the event that the recommendation of the selection committee is not accepted, the Dean/Director shall send a letter to the Chair of the selection committee providing the reasons for the decision.

#### 4.9.8 Continuing Part-Time Appointment

4.9.8.1 A part-time employee, who has completed four (4) semesters of part-time employment within the last thirty-six (36) months, shall be eligible for a continuing part-time appointment with the opportunity for renewal. The Dean/Director shall consult with the Chair to make decisions regarding the establishment of continuing part-time contracts.

Appointment as a continuing part-time instructor shall be in accordance with Part-Time Appointment as described in Articles 4.9.1, 4.9.5, 4.9.6 and 4.9.7.

4.9.8.2 Initial appointment to, and renewal of, continuing part-time contracts shall be subject to:

4.9.8.2.1 projected availability of courses for the period under consideration;

- 4.9.8.2.2 qualifications as specified in the hiring criteria;
- 4.9.8.2.3 satisfactory performance (including a chair/peer evaluation completed at least once every three (3) years);
- 4.9.8.2.4 the period of appointment shall not exceed twenty-four (24) months and shall commence in the Fall semester.

4.9.8.3 Number of hours per contract:

- 4.9.8.3.1 A continuing part-time instructor appointment shall be for employment of no less than two hundred and forty (240) scheduled instructional course hours in an academic year, at least ninety-six (96) of which must be in the Fall Semester;
- 4.9.8.3.2 When a librarian is employed in a continuing part-time appointment, then the continuing part-time contract shall apply for employment of no less than twenty-five (25) hours per week in each semester;
- 4.9.8.3.3 When a counsellor is employed in a continuing part-time appointment, then the continuing part-time contract shall apply for employment of no less than ninety-five (95) hours per semester;
- 4.9.8.3.4 When a continuing part-time appointment consists of laboratory based instruction, then the continuing part-time contract shall apply for employment of no less than twenty-five (25) hours per week in each semester.
  - 4.9.8.3.4.1 When a part-time employee employed as an instructor does not have sufficient scheduled instructional course hours to qualify for benefits then he/she may combine scheduled instructional course hours with laboratory hours as outlined in Article 10.8.1.5.

4.9.9 Continuing Part-time Clinical Instructor

- 4.9.9.1 Appointment as a continuing part-time clinical instructor shall be in accordance with Part-Time Appointment as described in Articles 4.9.1, 4.9.5, 4.9.6 and 4.9.7.
- 4.9.9.2 Initial appointment to, and renewal of, continuing part-time clinical contracts shall be subject to:
  - 4.9.9.2.1 projected availability of clinical courses for the period under consideration;
  - 4.9.9.2.2 qualifications as specified in the hiring criteria;
  - 4.9.9.2.3 satisfactory clinical instructor performance including an evaluation by a full-time faculty member at least once each year for the first two (2) years of the first continuing part-time clinical appointment and every two (2) years thereafter while in a continuing part-time clinical contract;
  - 4.9.9.2.4 continuing part-time clinical appointments may be for a maximum of two (2) years with the opportunity for renewal. The Director, School of Nursing shall consult with the Chair of the Baccalaureate Nursing Programs to make decisions regarding the establishment of continuing part-time clinical appointments;
  - 4.9.9.2.5 continuing part-time clinical appointments may commence and/or be renewed in the Fall, Winter or Spring semester.

#### 4.9.9.3 Number of hours per contract:

4.9.9.3.1 When the continuing part-time clinical employment consists of clinical based instruction, then the continuing part-time contract shall be for employment of no less than two hundred and forty (240) clinical hours in any one academic year.

4.9.10 Eligibility for benefits as per Article 10.8.3 shall begin immediately upon commencement of the appointment to a continuing part-time or continuing part-time clinical contract.

4.9.10.1 Continuing part-time and continuing part-time clinical employees must be insured under the College's basic life insurance, extended health care and dental plans. Such employees may opt out of extended health care and dental care if they have coverage for these benefits under another group plan.

4.9.10.2 The total cost of benefits premiums for benefits identified in Article 10.8.3 shall be shared between the Board and continuing part-time and continuing part-time clinical employees as stated in Article 10.8.5.1.

4.9.10.3 The total contribution of an individual member shall not exceed 50% of the total cost of the premium for dental care and shall not exceed 25% of the total cost of the premium for extended health care.

4.9.11 Compensation for continuing part-time and continuing part-time clinical contracts shall be prorated over twelve (12) months and shall be paid in accordance with Article 7.3.2.

4.9.12 Employees appointed to continuing part-time or continuing part-time clinical contracts may accept additional part-time contracts, subject to the maximum instructional load in accordance with Article 8.15. These contracts shall be treated as separate part-time contracts for the purposes of compensation.

4.9.13 A continuing part-time or continuing part-time clinical contract can be terminated under any one of the following conditions:

4.9.13.1 by the College or the employee providing eight (8) weeks notice in writing with reasons;

4.9.13.2 by mutual agreement at any time.

#### 4.10 **Termination of Tenured Employees**

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

4.10.1 At any time by mutual consent;

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

4.10.3 Upon the employee being declared redundant pursuant to Article 4.11.1;

4.10.4 Dismissal for just cause pursuant to Article 4.12.

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

4.11.1 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 enrolment, or upon an order or directive of the appropriate ministry that it is necessary to cancel courses of instruction.

- 4.11.2 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.
- 4.11.3 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.
- 4.11.4 An employee declared redundant shall be compensated within sixty (60) days of the last day of service in the following manner:
- 4.11.4.1 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.
- 4.11.4.2 an employee who has more than five (5) years of service at Mount Royal College shall receive the amount specified in Article 4.11.4.1 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 Article 4.11.4 may not exceed twenty-five (25) months.
- 4.11.5 If within a three (3) year period after which the employee's appointment was terminated pursuant to Article 4.11.1, enrolment increases and justifies the hiring of additional staff in the discipline of the terminated employee, the employee shall, subject to the prior approval of the 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.
- 4.11.6 An employee declared redundant shall have the right to appeal such redundancy according to Article 14 of the Agreement.

#### **4.12 Suspension and Dismissal**

- 4.12.1 Notwithstanding anything herein otherwise contained:
- 4.12.1.1 the President or designate may summarily suspend, and
- 4.12.1.2 the Board may summarily dismiss any employee at any time for just cause.
- 4.12.2 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.
- 4.12.3 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.
- 4.12.4 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 Executive 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 employees of the appropriate academic unit, 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 appropriate Vice-President, for approval.

5.3.1.2 the Executive Director in the Division of Student Affairs and Campus Life or designate, shall arrange for consultation with the full-time employees 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 Executive 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 11.9.3 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 pro-rated coverage is contingent upon the employee paying 50% of the premium costs for life and accidental death and dismemberment insurance, and 100% of the premium costs for long term disability insurance.
- 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 Executive 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 Parental leave (Article 11.1) shall continue during the term of appointment, except that the Board's obligation in Article 11.1.2.4 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 illness leave until the first day of work scheduled for the next term of appointment. Eligibility for illness leave and long term disability insurance occurs only during the term of appointment.
- 5.8.3 Half-time tenured employees may not apply for a four-for-five leave or a professional leave.

## **ARTICLE 6 – PHASED RETIREMENT**

### 6.1 **Eligibility**

- 6.1.1 Tenured employees who have reached their LAPP “85 factor” (i.e. age plus years of service total 85 or greater) are eligible to apply for phased retirement.

In any academic unit, the maximum number of employees allowed to participate in the plan shall be governed by the following ratio according to academic unit size:

Full-time employees	Number of applications
0 – 20	2
21 or more	4

- 6.1.2 An employee approved for phased retirement shall not begin employment under the terms of that appointment sooner than one work day or later than eighteen months after his/her retirement from regular service from the College.

**6.2 Application**

- 6.2.1 A tenured employee shall apply through the Chair or, where appropriate, through the Executive Director in the Division of Student Affairs and Campus Life or designate by February 1 of the calendar year in which he or she intends to retire.
- 6.2.2 After consultation between the Chair and full-time employees of the appropriate academic unit, the Chair shall forward recommendations to the Dean/Director who shall forward the completed application to the Provost and Vice-President, Academic or Executive Director in the Division of Student Affairs and Campus Life for final decision.
- 6.2.3 The employee shall be notified by the Provost and Vice-President, Academic or Executive Director in the Division of Student Affairs and Campus Life no later than March 15 regarding his or her application.
- 6.2.4 If approved, the employee shall write an irrevocable letter of resignation from his or her tenured position by May 31 which will take effect no later than August 14 of the year in which he or she will be commencing phased retirement.
- 6.2.5 The employee, after resignation, will return to the College on a half-time appointment following either pattern A or B as specified in Article 5.4. The appointment shall be for a term of one to three academic years.
- 6.2.6 Employees may continue to participate on committees and assume roles consistent with those of tenured faculty.
- 6.2.7 At the end of the appointment the employee is eligible to accept part-time employment under the provisions of Article 4.9 at the part-time salary schedule specified in Article 7.2.1.

**6.3 Work Patterns**

- 6.3.1 An employee participating in phased retirement shall remain in the same work pattern as at the time of application.
- 6.3.2 Workload shall be assigned as per Pattern A or Pattern B as specified in Article 5.4.
- 6.3.3 Workload shall be assigned by consultation between the Chair, or where appropriate, the Executive Director in the Division of Student Affairs and Campus Life or designate, and the full-time members of the department, following consultation with the Dean/Director.

#### 6.3.4 Teaching-Service Pattern

6.3.4.1 An employee on phased retirement in the Teaching-Service Pattern shall normally teach 192 scheduled instructional course hours or equivalent for Counsellors, Educational Developers and Librarians (half the normal full-time instructional teaching load under Article 8.4.1) per year of the appointment and will provide non-instructional service pro-rata pursuant to Article 8.7.

#### 6.3.5 Teaching-Scholarship-Service Pattern

6.3.5.1 An employee on phased retirement in the Teaching-Scholarship-Service Pattern shall normally teach 144 scheduled instructional course hours or equivalent for Counsellors, Educational Developers and Librarians (half the normal full-time instructional teaching load under Article 8.5.1) per year of the appointment and will provide non-instructional service pro-rata pursuant to Article 8.7.

### 6.4 **Salary**

6.4.1 The employee shall be paid salary in accordance with either Pattern A or Pattern B as specified in Articles 5.5.1 or 5.5.2.

6.4.2 The employee's salary shall be based on his or her placement on the faculty grid in Article 7.1.2 at the time of resignation. The employee shall not be eligible for movement on the faculty grid after the date of resignation.

### 6.5 **Benefits and Leaves**

6.5.1 The employee shall be eligible to draw pension benefits under the Local Authorities Pension Plan, subject to LAPP regulations.

6.5.2 The employee shall be eligible for benefits as specified in Article 10.8.3 and shall not have to meet the eligibility criteria outlined in Article 10.8.1.

6.5.3 The employee shall be eligible for List A as outlined in Article 8 and an amount equal to the prorated personal allotment of professional development funds.

6.5.4 The employee will not be eligible for sabbaticals, professional leaves or four for five leaves.

6.5.5 Re-employment rules are governed by LAPP and as such any changes made to them by LAPP must be adhered to.

### 6.6 **Vacation and Holidays**

6.6.1 The employee shall be eligible for vacation and holidays as outlined in Article 5.7.

## **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

Salary Schedule effective July 1, 2008 – June 30, 2009

Step	Category A	Category B	Category C	Category D	Category E
1	50,068	55,431	59,627	61,429	64,458
2	51,866	57,431	61,600	63,389	66,437
3	54,066	59,825	63,994	65,784	68,877
4	56,242	62,215	66,385	68,173	71,321
5	58,414	64,611	68,778	70,568	73,760
6	60,593	67,002	71,169	72,960	76,198
7	62,769	69,397	73,563	75,353	78,637
8	64,944	71,787	75,956	77,745	81,076
9	67,122	74,178	78,347	80,138	83,516
10	69,299	76,574	80,739	82,534	85,956
11	71,836	79,337	83,546	85,348	88,833
12	74,715	82,532	86,749	88,569	92,141
13	79,427	87,266	91,535	93,375	97,067
14	82,207	90,321	94,739	96,644	100,465
20 Year LSI	83,851	92,128	96,634	98,576	102,476
25 Year LSI	85,528	93,970	98,570	100,548	104,523

7.1.3 Placement in category shall be determined as follows, based upon approval of the academic credential(s)

by the appropriate Vice-President, and where applicable, the Executive Director in the Division of Student Affairs and Campus Life:

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

Should applicants present educational or training qualifications other than as listed above, the selection committee shall recommend category placement to the appropriate Vice-President, and where applicable, the Executive Director in the Division of Student Affairs and Campus Life.

In the event of an appeal of the decision of the appropriate Vice-President, and where applicable, the Executive Director in the Division of Student Affairs and Campus Life, the Faculty Tenure Committee (as per Article 4.4.6) will hear the appeal. Any person involved in the original recommendation or decision will

appoint a designate to the Faculty Tenure Committee for the purpose of hearing the appeal.

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.

The Provost and Vice-President, Academic shall provide a report to the President of the MRFA on the initial category and grid placement of all newly hired full-time and term-certain faculty by September 1. This information shall be kept confidential in keeping with the requirements of F.O.I.P.

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, after completion of twenty-five (25) years of full-time service with the College (not including periods of unpaid leave).

7.1.6 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. The Provost and Vice-President, Academic, shall inform the Association of any such change.

## 7.2 Part-time Employees

### 7.2.1 (a) Salary Schedule effective July 1, 2008 – June 30, 2009 \*

Part-time Employee	Step	Category A	Category B	Category C	Category D	Category E	
Instructor	1	95.95	98.83	101.79	104.84	108.01	
	2	99.82	102.79	105.87	109.04	112.32	
	3	103.82	106.90	110.11	113.40	116.82	
	4	107.98	111.18	114.52	117.94	121.50	
Librarian	1	32.76	33.75	34.77	35.82	36.88	
	2	34.08	35.11	36.16	37.25	38.36	
	3	35.44	36.51	37.59	38.73	39.89	
	4	36.86	37.98	39.10	40.28	41.49	
Counsellor and clinical instructor	1	54.64	56.27	57.95	59.69	61.48	
	2	56.81	58.52	60.26	62.07	63.95	
	3	59.09	60.85	62.67	64.56	66.50	
	4	61.46	63.29	65.18	67.15	69.16	
Credit Music Instructor	• One student	1	80.72	83.14	85.63	88.20	90.84
		2	83.94	86.47	89.07	91.73	94.48
		3	87.30	89.94	92.64	95.40	98.26
		4	90.80	93.54	96.35	99.22	102.20
	• 2 – 15 students	1	89.23	91.90	94.66	97.50	100.42
		2	92.79	95.59	98.44	101.39	104.44
		3	96.51	99.42	102.38	105.45	108.62
		4	100.37	103.40	106.48	109.67	112.97
	• Over 15 students	1	96.24	99.15	102.10	105.16	108.32
		2	100.10	103.10	106.18	109.36	112.66
		3	104.11	107.22	110.43	113.73	117.17
		4	108.28	111.51	114.85	118.28	121.86
Laboratory	1	42.87	44.17	45.49	46.86	48.24	
	2	44.59	45.94	47.31	48.74	50.17	
	3	46.37	47.78	49.21	50.69	52.19	
	4	48.23	49.70	51.18	52.72	54.28	

- \* It is the intention of the parties to this agreement that the laboratory instruction rate applies to each hour of laboratory instruction including the preparation for that hour and the marking for that hour. The preparation of laboratory manuals and/or primary course materials is not included in this rate.

7.2.1(b) For the duration of this agreement, notwithstanding changes contemplated to the number of instructional days, 16 weeks shall be taken as the measure of part-time work when calculating SICH (e.g. a three hour course shall be calculated at 48 SICH).

#### 7.2.2 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, to the Chair of the selection committee, who shall recommend to the appropriate Dean/Director placement in category as follows.

A - A first Baccalaureate.

B - Two degrees, e.g., B.A. plus B.Ed., or one degree plus one year's credit towards a Master's degree.

C - A Master's degree.

D - Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis.

E - A Doctoral degree.

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

The decision of the Dean/Director may be appealed to the appropriate Vice-President, and where applicable, the Executive Director in the Division of Student Affairs and Campus Life. Further appeal may be made to the Faculty Tenure Committee (as per Article 4.4.6) which will hear the further appeal. Any person involved in the original recommendation or decision will appoint a designate to the Faculty Tenure Committee for the purpose of hearing the appeal.

#### 7.2.3 Transfer to Higher Category

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

#### 7.2.4 Service Increment (Step 2, Step 3 and Step 4)

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 Executive 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.

A part-time employee who has satisfactorily completed fifteen (15) semesters of work as a part-time employee with Mount Royal College, counting from September 1, 1999, shall be moved to Step 3 of the salary schedule for part-time employees. A semester of work is 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 Executive 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.

A part-time employee who has satisfactorily completed twenty (20) semesters of work as a part-time employee with Mount Royal College, counting from September 1, 1999, shall be moved to Step 4 of the salary schedule for part-time employees. A semester of work is 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 Executive 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.

#### 7.2.5 Cancellation Payment

When a part-time contract for a course has been issued and the course is subsequently cancelled, the part-time instructor shall be paid a cancellation payment of two hundred and sixty-five dollars (\$265) unless the instructor has been offered another course instead.

### 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 and 7.2.2;

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 appropriate Vice-President, and where applicable, the Executive Director in the Division of Student Affairs and Campus Life, appropriate placement on the schedule. The appropriate Vice-President, and where applicable, the Executive Director in the Division of Student Affairs and Campus Life, 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 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.

7.3.6 Chairs' remuneration shall be one-thirteenth (1/13) of category and step D13 in addition to their annual salary. After three (3) years of continuous service, an additional remuneration of two thousand five hundred dollars (\$2,500) per year shall be paid to chairs during their fourth (4<sup>th</sup>) and subsequent years. Chairs shall teach an average of at least one (1) credit course per semester. In exceptional circumstances, chairs may not be required to teach.

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

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

7.3.9 The Mount Royal Faculty Association has the right to purchase additional release time, subject to College approval, which shall not normally be refused.

7.3.10 In the event the Board grants a market supplement to a faculty member, the Board shall report the number of supplements and aggregate amount in each Faculty/School/Centre to the Association prior to September 1.

## ARTICLE 8 - WORKLOAD

### 8.1 Assignment of Instructional Load for Tenured and Tenurable Instructors

The instructional load of tenured and tenurable instructors shall be assigned by consultation between the Chair and the members of each academic unit, following consultation with the Dean/Director.

### 8.2 Periods of Responsibility for Tenured and Tenurable Instructors

In any full year of this agreement the normal workload for instructors 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 Work Patterns for Full-time and Term-certain Instructors

8.3.1 There are two work patterns for full-time and term-certain instructors: Teaching-Service Pattern (TS) and Teaching-Scholarship-Service (TSS) Pattern.

8.3.1.1 Teaching-Service Pattern - a full-time workload which includes the instructional load and service activities as outlined in Articles 8.4 and 8.7.

8.3.1.2 Teaching-Scholarship-Service Pattern - a full-time workload which includes the instructional load, scholarship and service activities as outlined in Articles 8.5 and 8.7.

8.3.2 For the purposes of performance review as outlined in Article 16, both work patterns shall be considered equivalent.

8.3.3 Subject to conditions outlined in Article 8.8.1, all full-time tenured instructors are eligible to move between the two work patterns.

8.3.4 Tenurable and term-certain instructors shall be appointed into a work pattern in accordance with Articles 4.2.2 and 4.2.8.

8.3.5 Tenurable instructors shall not change their initial work pattern during the probationary period.

8.3.6 Term-certain instructors shall not change their initial work pattern during the period of appointment.

### 8.4 Teaching-Service Pattern

8.4.1 Full-time and term-certain instructors who are in the Teaching-Service Pattern shall normally teach 384 scheduled instructional course hours annually. Instructors shall teach no fewer than 336 scheduled instructional course hours annually, or more than 528 scheduled instructional course hours annually, subject to Articles 8.4.1.1 and 8.4.1.2.

8.4.1.1 Exceptions for instructional load above 528 scheduled instructional course hours require the prior approval of the tenured and tenurable instructors and the Chair.

8.4.1.2 Exceptions for instructional load below 336 scheduled instructional course hours require the prior approval of the Dean/Director.

- 8.4.1.3 All faculty under this work pattern shall normally teach a minimum of 192 scheduled instructional course hours annually. Any reduction below this shall require the prior approval of the Dean/Director.
- 8.4.2 Full-time instructors shall normally teach no more than two hundred and seventy (270) course registrants annually. Exceptions for instructional load above two hundred and seventy (270) course registrants require the prior approval of the full-time instructors, the Chair and the appropriate Dean/Director.
- 8.4.3 Members of the Association shall provide full and accurate information for projected and actual instructional load reports as requested by the eighth (8th) week of a Fall or Winter semester. The Provost and Vice-President, Academic, shall provide a summary of actual instructional load to the Association by the last week of a semester.
- 8.4.4 Should the projected or actual instructional load of an instructor be fewer than 336 scheduled instructional course hours, before any reassigned time for non-instructional activities, the Dean/Director may require the instructional load of the instructor to be increased.
- 8.4.5 Instructors may be required to teach during the third term to meet their annual minimum instructional load, as specified in Article 8.4.1.
- 8.4.6 Any instructor projected to carry an annual instructional load of at least 384 scheduled instructional course hours shall be eligible to accept a part-time instructional contract in addition to this load, for extra compensation.
- 8.4.7 Both exceptional amounts and the composition of the workload, as established in Articles 8.4.1, 8.4.2, 8.4.4, 8.6 and 8.9, shall be grievable pursuant to Article 8.12.

## 8.5 **Teaching-Scholarship-Service Pattern**

- 8.5.1 Full-time and term-certain instructors shall normally teach 288 scheduled instructional course hours annually or no fewer than 240 scheduled instructional course hours annually, or more than 336 scheduled instructional course hours annually, subject to Articles 8.5.1.1 and 8.5.1.2.
- 8.5.1.1 Exceptions for instructional load above 336 scheduled instructional course hours require the prior approval of the tenured and tenurable instructors and the Chair.
- 8.5.1.2 Exceptions for instructional load below 240 scheduled instructional course hours require the prior approval of the Dean/Director.
- 8.5.1.3 All faculty under this work pattern shall normally teach a minimum of 144 scheduled instructional course hours annually. Any reduction below this shall require the prior approval of the Dean/Director.
- 8.5.2 Full-time and term-certain instructors shall normally teach no more than two hundred and forty (240) course registrants annually. Exceptions for instructional load above two hundred and forty (240) course registrants require the approval of the full-time instructors, the Chair and the appropriate Dean/Director.
- 8.5.3 Full-time and term-certain instructors are also required to engage in scholarship which will include, but not be restricted to the examples described in the Addendum on Teaching, Scholarship and Service.
- 8.5.4 Faculty who elect the Teaching-Scholarship-Service Pattern shall do so for a term of three years and will continue in this work pattern unless they opt to change. In exceptional circumstances, a faculty member may change to the Teaching-Service Pattern before the end of the three year term, subject to the appropriate Dean/Director's approval. Such approval shall not normally be withheld.
- 8.5.5 Members of the Association shall provide full and accurate information for projected and actual instructional load reports as requested by the eighth (8th) week of a Fall or Winter semester. The Provost and Vice-

President, Academic, shall provide a summary of actual instructional load to the Association by the last week of a semester.

- 8.5.6 Should the projected or actual instructional load of an instructor in the Teaching-Scholarship-Service Pattern be fewer than 240 scheduled instructional course hours, the Dean/Director may require the workload of the instructor to be increased.
- 8.5.7 Instructors may be required to teach during the third term to meet their annual minimum instructional load, as specified in Article 8.5.1.
- 8.5.8 Any instructor projected to carry an annual instructional load of at least 288 scheduled instructional course hours shall be eligible to accept a part-time instructional contract in addition to this load, for extra compensation.
- 8.5.9 Both exceptional amounts and the composition of the workload, as established in Articles 8.5.1, 8.5.2, 8.5.6, 8.6 and 8.9, shall be grievable pursuant to Article 8.12.

## 8.6 Department Average

The departmental instructional load shall be maintained at a weighted average based on a full-time load of 384 scheduled instructional course hours annually for all instructors in the Teaching-Service Pattern and a full-time load of 288 scheduled instructional course hours annually for all instructors in the Teaching-Scholarship-Service Pattern. Reductions below these levels shall be at the approval of the Dean/Director.

The weighted departmental average shall be calculated as follows:

$$\text{departmental average} = \frac{n_{TS} \text{ times } 384 + n_{TSS} \text{ times } 288}{n_{TS} + n_{TSS}}$$

where  $n_{TS}$  is the number of instructors in the department with a full-time workload in the Teaching-Service Pattern and  $n_{TSS}$  is the number of instructors in the department with a full-time workload in the Teaching-Scholarship-Service Pattern.

## 8.7 Service Activities for Full-time and Term-certain Instructors

- 8.7.1 Full-time and term-certain instructors shall engage in service which will include, but not be restricted to the examples described in the Addendum on Teaching, Scholarship and Service.

## 8.8 Changing Work Patterns

- 8.8.1 Tenured instructors who plan to move from one work pattern to another shall provide written notice to the Chair and the Dean/Director no later than the eighth (8) week of the Fall semester of the year before the anticipated move between the work patterns.

## 8.9 Activities Eligible for Reassigned Time for Faculty

- 8.9.1 Tenured, tenurable and term-certain faculty may be eligible for an adjustment to their instructional load or equivalent, by way of reassigned time for activities under List A.

Applications for reassigned time to engage in activities detailed in List A must be submitted directly to the Dean/Director by the first (1<sup>st</sup>) week of April for reassigned time for the following academic year. The Dean/Director, who may consult on, but not delegate the approval, must notify the applicants by the end of April.

- 8.9.1.1 The maximum reassigned time available for an individual tenured, tenurable or term-certain faculty member from List A is normally 96 scheduled instructional course hours per academic year. The limit of 96 scheduled instructional course hours may be exceeded only where the excess over 96 is

entirely funded from external sources, whether or not all or part of the 96 scheduled instructional course hours is also funded from external sources. "External sources" means funds from non-College sources or credit-free areas.

8.9.1.2 Non instructional activities eligible for List A reassignment time shall include but will not necessarily be limited to the following:

List A:

- New course development prior to or during delivery for the first time
- New program development
- Major revision of a program or a large multi-section course
- Major Program Review including accreditation
- Student advising and/or selection for programs
- Co-ordination of courses, disciplines and programs
- Scholarly and artistic activity
- Major professional development activities
- Community service activities in the faculty member's own area of expertise, including professional associations
- Development/selection of and/or experimentation with instructional methods including the use of learning technology
- Chair of Program and Policy Committee

8.9.1.3 The Board shall provide annual funding of \$566,335 to List A, and an additional \$280,212 for coordinating and advising.

8.9.1.4 When a grant of SICH from List A is equal to or less than sixteen (16) SICH, the faculty member and the Dean may mutually agree that the equivalent sum may be taken in the form of a payment in lieu of the allocated reassigned time.

8.9.1.5 Any unused portion of the funding for List A activities as at June 30 annually will be transferred to the central fund for Professional Development of Part-time faculty as referred to in Article 12.6.1.

8.9.2 The Provost and Vice-President, Academic shall provide a report of actual reassigned time for specific activities in List A to the Association by September 15<sup>th</sup> annually. The report shall detail the number of applications accepted and denied.

## 8.10 **Workload of Counsellors, Educational Developers and Librarians**

### 8.10.1 Workload of Counsellors

The workload of full-time and term-certain counsellors shall be assigned by consultation between the Chair and the counsellors, following consultation with the Manager of Wellness Services.

### 8.10.2 Workload of Educational Developers

The workload of full-time and term-certain educational developers shall be assigned by consultation between the Director of the Academic Development Centre and the educational developers, following consultation with the Dean.

### 8.10.3 Workload of Librarians

The workload of full-time and term-certain librarians shall be assigned by consultation between the Chair and the librarians, following consultation with the Director.

### 8.10.4 Work Patterns of Counsellors, Educational Developers and Librarians

8.10.4.1 A TS work pattern for counsellors, educational developers and librarians shall include a balance of scheduled and non-scheduled duties equivalent to the instructional component of the Teaching-Service Pattern defined in Article 8.4.

8.10.4.2 A TSS work pattern for counsellors, educational developers and librarians shall provide time for scholarship in the same proportion as in the Teaching-Scholarship-Service Pattern defined in Article 8.5. Scheduled duties shall be arranged so that there is sufficient time for the pursuit of scholarship.

8.10.4.3 The service and scholarship activities for counsellors, educational developers and librarians are the same as for other faculty and are outlined in the Addendum on Teaching, Scholarship and Service.

8.10.4.4 The provisions of Articles 8.3.2 to 8.3.6, 8.5.4 and 8.8.1 governing appointment to and moving between work patterns shall apply to counsellors, educational developers and librarians.

8.10.5 Counsellors, educational developers and librarians are eligible for reassigned time as outlined in Article 8.9.

8.10.6 The composition of the workload as established in Articles 8.10.1 to 8.10.5 shall be grievable pursuant to Article 8.12.

#### 8.11 **Overload Teaching During Intersession**

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

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

Should the instructional load of such 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.

#### 8.12 **Workload Appeal Procedure**

8.12.1 An employee, a Chair or administrator dissatisfied with the workload responsibility described, including any reassigned time approved or declined, may file a Notice of Appeal in writing with the Provost and Vice-President, Academic, and the President of the Association.

##### 8.12.2 Appeal Committee

###### 8.12.2.1 Membership:

The appeal committee shall consist of:

8.12.2.1.1 an employee from the same discipline or academic unit, such peer to be nominated by the employee involved in any such dispute;

8.12.2.1.2 a nominee named by the Association;

8.12.2.1.3 two (2) nominees named by the Board;

8.12.2.1.4 the Committee shall elect its own chair.

8.12.2.2 Procedure:

The appeal committee shall then be immediately summoned by the Provost and Vice-President, Academic, and shall meet, and render a decision on the appeal within five (5) working days from the date the Provost and 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.

8.12.2.3 Tribunal:

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

8.12.2.3.1 Membership:

The tribunal shall consist of the following:

8.12.2.3.1.1 a nominee of the Association;

8.12.2.3.1.2 a nominee of the Board;

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

8.12.2.3.2 Procedure:

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

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

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

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

8.14 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.

8.15 **Instructional Load for Part-time Instructors**

The instructional load for part-time employees compensated in accordance with Article 7.2 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 academic unit.

## 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, educational developers and librarians shall be 45 days. The dates of the vacation period shall be arranged by mutual consent between the employees and the relevant Executive 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 pro-ration, 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 until December 31, 2008; extended health care, including a \$535 Health Spending Account; dental care; life insurance including accidental death and dismemberment; long term disability insurance, and the Local Authorities Pension Plan. The carrier for benefits other than 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 and extended health care (excluding the Health Spending Account), life insurance, including accidental death and dismemberment, and Alberta Health Care, shall be shared between the College and Mount Royal Faculty Association members as follows:
- 10.2.1 The total contribution of an individual member shall not exceed 50% of the total cost of the dental premium and 25% of the total cost of the extended health care premium.
- 10.2.2 The total cost of premiums for Alberta Health Care shall be paid 100% by the College until December 31, 2008 after which time Alberta Health Care premiums will be discontinued.
- 10.2.3 The total cost of benefit premiums for life insurance, including accidental death and dismemberment shall be paid 100% by the College.

- 10.3 It shall be a condition of employment for all full-time employees to participate in the Local Authorities Pension Plan as per regulations of the plan. Term-certain employees may contribute at their option.
- 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 Mount Royal Recreation membership 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 Mount Royal Recreation membership.

#### 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 Fall and Winter semesters in a continuous twelve (12) month period shall be eligible for benefits at the beginning of appointment in the third (3<sup>rd</sup>) consecutive semester providing the part-time instructor carries a teaching load of one hundred forty-four (144) scheduled instructional course hours or more in the third (3<sup>rd</sup>) consecutive semester, or where the third (3<sup>rd</sup>) consecutive semester is the Spring or Summer Semester, a teaching load of forty-eight (48) scheduled instructional course hours. Providing a part-time instructor's teaching load for future semesters is ninety-six (96) scheduled instructional course hours or more, or forty eight (48) scheduled instructional course hours in either the Spring or Summer session such instructor remains eligible for benefits. If the instructor's teaching load drops below ninety-six (96) scheduled instructional course hours in either the Fall or Winter Semesters or, below forty-eight (48) scheduled instructional course hours in either the Spring or Summer Semesters, then eligibility for benefits will cease. Once the instructor regains a teaching load of ninety-six (96) scheduled instructional course hours or more, in either the Fall or Winter Semesters or, a teaching load of forty-eight (48) scheduled instructional course hours in either the Spring or Summer session, provided the instructor has been employed by the College as a part-time credit instructor within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.

- 10.8.1.2 A part-time employee employed as a librarian who has had an average workload of twenty-five (25) hours or more per week during consecutive semesters in a continuous twelve month period shall be eligible for benefits at the beginning of appointment in the third (3<sup>rd</sup>) consecutive semester providing such librarian has a contract for a workload of twenty-five (25) hours or more per week in the third (3<sup>rd</sup>) consecutive semester. Providing the part-time librarian's workload remains at twenty-five (25) hours or more per week for each consecutive semester, such librarian shall remain eligible for benefits. If the librarian's workload drops below twenty-five (25) hours per week in any semester, then eligibility for benefits will cease. Once the librarian regains a workload per week of twenty-five (25) hours or more, provided the librarian has been employed by the College as a part-time librarian within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not 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 Fall and Winter Semesters in a continuous twelve month period, shall be eligible for benefits at the beginning of appointment in the third (3<sup>rd</sup>) consecutive semester providing the part-time counsellor or clinical instructor carries an average combined teaching load of clinical and scheduled instructional course hours of one hundred sixty (160) or more in the third (3<sup>rd</sup>) consecutive semester, or where the third (3<sup>rd</sup>) consecutive semester is the Spring or Summer session, a combined teaching load of ninety five (95) clinical and scheduled instructional course hours. Providing the part-time counsellor or clinical instructor's combined clinical and scheduled instructional course hours for future semesters is ninety-five (95) or more, such counsellor or clinical instructor shall remain eligible for benefits. If the counsellor or clinical instructor's combined clinical and scheduled instructional course hours drop below ninety-five (95) in any semester, then eligibility for benefits will cease. Once the counsellor or clinical instructor regains a combined teaching load of clinical and scheduled instructional course hours of ninety-five (95) or more per semester, provided the counsellor or clinical instructor has been employed by the College as a part-time counsellor or clinical instructor within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.
- 10.8.1.4 A part-time employee employed as a laboratory instructor who has had an average workload of twenty-five (25) hours or more per week during consecutive semesters in a continuous twelve month period shall be eligible for benefits at the beginning of appointment in the third (3<sup>rd</sup>) consecutive semester providing such laboratory instructor has a contract for a workload of twenty-five (25) hours or more per week in the third (3<sup>rd</sup>) consecutive semester. Providing the part-time laboratory instructor's workload remains at twenty-five (25) hours or more per week for future semesters, such laboratory instructor shall remain eligible for benefits. If the laboratory instructor's workload drops below twenty-five (25) hours per week in any semester, then eligibility for benefits will cease. Once the laboratory instructor regains a workload per week of twenty-five (25) hours or more, provided the laboratory instructor has been employed by the College as a part-time laboratory instructor within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.
- 10.8.1.5 Where a part time employee employed as an instructor does not have sufficient scheduled instructional course hours to qualify for benefits then he/she may combine scheduled instructional course hours with laboratory hours to qualify according to the following table:

Lecture hours taught	Lab hours per semester required for eligibility
00.0	375.0
16.0	334.0
32.0	292.0
48.0	250.0
64.0	209.0
80.0	167.0

96.0	125.0
112.0	84.0
128.0	42.0
144.0	00.0

- 10.8.2 For purposes of determining eligibility for benefits in Articles 10.8.1.1, 10.8.1.2, 10.8.1.3, 10.8.1.4 and 10.8.1.5 above, full-time or term-certain employment in the immediately preceding semesters shall be included in the calculation.
- 10.8.3 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 until 31 December 2008
  - Extended Health Care
  - Dental Care
  - Basic Life Insurance at a value of twenty-five thousand dollars (\$25,000)
- 10.8.4 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 dental plans. Such employees may opt out of extended health care and dental care if they have coverage for these benefits under another group plan.
- 10.8.5 The total cost of benefits premiums for the benefits identified in Article 10.8.3 shall be shared between the Board and part-time members of the Mount Royal Faculty Association as follows:
- 10.8.5.1 The total contribution of an individual member shall not exceed 50% of the total cost of the premium for Dental Care and shall not exceed 25% of the total cost of the premium for Extended Health Care.
- 10.8.6 Benefits 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, accidental death and dismemberment, long term disability insurance, Local Authorities Pension Plan and the Health Spending account.
- 10.8.7 Prepaid continuation of benefits
- 10.8.7.1 Part-time instructors and part-time counsellors and librarians who qualified for benefits in the Winter Semester and can produce a part-time contract signed by the Dean/Director which evidences their qualification for the Summer Semester, may continue their benefits over the Spring Semester provided they continue on all plans to which they are enrolled and, prepay 100% of the benefit premiums due.
- 10.8.7.2 Part-time instructors and part-time counsellors and librarians who qualified for benefits in the Spring Semester and can produce a part-time contract signed by the Dean/Director which evidences their qualification for the Fall Semester, may continue their benefits over the Summer Semester provided they continue on all plans to which they are enrolled and, prepay 100% of the benefit premiums due.

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

### **11.1 Parental Leave**

- 11.1.1 Full-time employees who have completed one year of employment with the College shall be entitled to Maternity Leave and Parental Leave in accordance with the provisions of the Employment Standards Code and Regulations except as otherwise provided below.

### 11.1.2 Maternity Leave

- 11.1.2.1 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 the child, specifying the proposed terms of leave.
- 11.1.2.2 The Department of Human Resources shall assist the employee in the preparation of the maternity leave request. It shall be the responsibility of the employee to submit this request to the appropriate Vice-President.
- 11.1.2.3 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 11.1.2.1.
- 11.1.2.4 The parties acknowledge that subject to the requirements of Human Resources Development Canada, the Supplementary Employment Insurance Benefit (SEIB) 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 SEIB Plan or cancellation of the SEIB Plan, should the employee so elect the Board shall pay 50% of her regular salary up to a maximum of three (3) consecutive months.
- 11.1.2.5 An employee who commences maternity leave may continue benefit coverage as follows:
  - 11.1.2.5.1 for the period during which she is not receiving salary from the Board, she shall be responsible for payment of 100% of the premium rates.
  - 11.1.2.5.2 for the period during which she is receiving salary from the Board, the payment of premiums shall be shared as per Article 10.2.
- 11.1.2.6 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.

### 11.1.3 Adoption Leave

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

### 11.1.4 Childbirth Leave

- 11.1.4.1 An employee shall be granted four (4) days leave with pay to attend to the spouse, as defined in Article 11.3.1.1.1, in the event of childbirth.

- 11.1.5 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 Illness Leave

- 11.2.1 Upon commencement of employment a full-time employee shall be entitled to full salary during illness (either mental or physical), for a maximum of sixty (60) 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 illness leave, employees will be eligible for long term disability.
- 11.2.2 The Board may, in its sole discretion, grant additional illness leave for mental or physical illnesses.

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 two (2) instructional hours for each sixteen (16) instructional hours contracted per semester.

11.2.5 Mental or Physical Illness Leave at the Discretion of the Board

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

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

11.2.5.3 When a return to work is in order after a mental or physical illness leave, the employee and the employee's Chair, shall recommend a return to work plan to the appropriate Dean/Director.

### 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 working days for travel. Notwithstanding the above, the appropriate Dean/Director may grant additional leave and/or travel time when warranted. Such additional leave shall be granted on a case-by-case basis.

11.3.1.1 Definition of terms:

11.3.1.1.1 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.

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

11.3.2 Full-time and part-time employees who receive Compassionate Care Benefits pursuant to the provisions of the Employment Insurance Compassionate Care Benefits plan shall be entitled to the following additional payments from the Board:

11.3.2.1 The Board shall pay ninety-five (95) percent of the employee's regular salary during the two (2) week waiting period immediately prior to the date the employee receives Employment Insurance benefits.

11.3.2.2 Full-time employees who are absent from their position while on the Employment Insurance Compassionate Care Benefit plan will retain their right to return to their position either before or at the expiry of the eight week period.

11.3.2.3 Part-time employees who are absent from their position while on the Employment Insurance Compassionate Care Benefit plan will retain their right to return to their position, either before or at the expiry of the eight week period, provided the contract for that position has not expired.

## 11.4 Faculty Leave Committee

The Faculty Leave Committee shall consist of:

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

## 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 Executive 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 Executive 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 Executive 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:

Full-time employees	Number of release positions available
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 Board 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 Board shall, in the following month, return the employee's contributions to the plan, as well as any interest on deposit. The Board is not required to guarantee any interest rate.
- 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 Board the full amount of salary and benefits paid by the Board on the employee's behalf during the paid leave portion of the plan.
- 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 Board.
- 11.5.3.7 A participant who ceases to be an employee of the College is not eligible to continue in the plan. The Board shall return the total of the former participant's contributions plus any interest on deposit, no later than the last day of the month following the date of termination.
- 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 Board 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, which will improve the employee's personal and professional competence.
- 11.6.1.2 Employees granted a professional leave shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this agreement.
- 11.6.1.3 During an academic year (15 August – 14 August) the Board shall make available no fewer than the equivalent of two (2) annual professional leaves and two (2) professional leaves which are for either the Fall Semester or Winter Semester.
- 11.6.1.4 A Fall Semester leave is for the period 15 May – 31 December, inclusive of vacation. A Winter Semester 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 Semester or Winter Semester leaves. For the purpose of calculating the number of leaves provided in an academic year, the Fall Semester and Winter Semester 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 Semester leave or a Winter Semester 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, 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 a professional leave, and when making such application shall undertake to provide return service upon completion of the leave, for a period of time equal to two (2) times the length of the leave granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. 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 a professional leave by the second Friday in October. The Chair or appropriate Dean/Director shall forward such application to the Faculty

Leave Committee by the second Friday in November. The Faculty Leave Committee shall make its decision by December 20<sup>th</sup>.

### 11.6.3 General

- 11.6.3.1 If due to unforeseen circumstances, the recipient is unable to use the professional leave during the period for which it was granted, it shall be held for that employee for the following year.
- 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 If the Faculty Leave Committee approves less than two (2) annual Professional leaves and/or less than two Fall/Winter Semester Professional leaves then the remaining leaves shall be considered available for any outstanding applications for sabbatical which the Faculty Leave Committee approved but were unable to grant under Article 11.7.
- 11.6.3.4 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 11.6.1.5/6) 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 Sabbatical

### 11.7.1 Definition

- 11.7.1.1 A sabbatical may be granted to an employee to undertake an acceptable plan of appropriate research which will improve the employee's professional competence.
- 11.7.1.2 Employees granted a sabbatical shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this agreement.
- 11.7.1.3 During an academic year (15 August – 14 August) the Board shall make available no fewer than the equivalent of three (3) annual sabbaticals and two (2) sabbaticals which are for either the Fall Semester or Winter Semester.
- 11.7.1.4 A Fall Semester sabbatical is for the period 15 May – 31 December, inclusive of vacation. A Winter Semester sabbatical is for the period 1 January – 14 August, inclusive of vacation. The Faculty Leave Committee may grant annual sabbaticals and Fall Semester or Winter Semester sabbaticals. For the purpose of calculating the number of sabbaticals provided in an academic year, the Fall Semester and Winter Semester sabbaticals shall be counted as one half (1/2) an annual sabbatical.
- 11.7.1.5 An employee on an annual sabbatical shall be paid salary at eighty percent (80%) of his/her regular annual salary rate.
- 11.7.1.6 An employee on a Fall Semester sabbatical or a Winter Semester sabbatical shall be paid salary at ninety percent (90%) of his/her regular annual salary rate during the sabbatical.
- 11.7.1.7 An employee may earn income for work that is in addition to the plan of approved research providing the total amount of earned income received, including the amount of salary received while on sabbatical (i.e., 80% or 90% dependent on the type of sabbatical) 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 sabbatical proposal. All earned income, in excess of salary earned while on sabbatical, (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 sabbatical.

#### 11.7.2 Application

11.7.2.1 Full-time tenured employees shall be eligible to apply for sabbatical, and when making such application shall undertake to provide return service upon completion of the leave, for a period of time equal to one (1) times the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid sabbaticals, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the employee.

11.7.2.2 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 sabbatical by the second Friday in October. The Chair or appropriate Dean/Director for the area shall forward such application to the Faculty Leave Committee by the second Friday in November. The Faculty Leave Committee shall make its decision by December 20th.

#### 11.7.3 General

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

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

11.7.3.3 If the Faculty Leave Committee approves fewer than three (3) annual sabbaticals and/or fewer than two (2) Fall/Winter Semester sabbaticals then the remaining sabbaticals shall be considered available for any outstanding applications for Professional leaves which the Faculty Leave Committee approved but were unable to grant under Article 11.6.

11.7.3.4 A recipient may apply for a research grant associated with a sabbatical. Such application must be made at least one month prior to the commencement of the sabbatical and shall detail the proposed research plan and associated costs. Where the application is approved by the appropriate Dean or Director, the employee's salary during the period of the sabbatical (as per Article 11.7.1.5/6) 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.

11.7.3.5 Applications for sabbaticals primarily involving course work and/or projects qualifying for credit towards a degree or professional certification are not considered adequate justification for a sabbatical.

### 11.8 Chair's Sabbatical

#### 11.8.1 Definition

11.8.1.1 After a Chair completes at least five consecutive years of service, he or she shall be eligible for a sabbatical for either the Fall (August 15 to January 1) or Winter (January 1 to May 1) semester to undertake an acceptable plan of activities, designed to improve his or her professional competence. The plan, which may be modified, shall be approved by the Dean.

The decision of the Dean may be appealed to the Faculty Leave Committee.

Application for a Chair's sabbatical may be made during the fifth year of service, or in any subsequent year. Normally this sabbatical will be taken in the Fall semester.

11.8.1.2 An employee on a Chair's sabbatical shall be paid salary at one-hundred percent (100%) of his/her regular annual salary rate.

11.8.1.3 A Chair's sabbatical will be covered by those provisions in Article 11.7.1 that define general rules regarding sabbaticals (except for Articles 11.7.1.5 and 11.7.1.6). If a Chair wishes to apply for an additional term sabbatical/leave in that same year, the Chair must apply for this additional term sabbatical/leave under the terms of Articles 11.6 or 11.7.

11.8.1.4 In extenuating circumstances, the Dean and the Chair may mutually agree to delay the sabbatical for one year.

11.8.1.5 During an academic year (August 15 — August 14), the Board shall make available the number of Chair's sabbaticals equal to the number of Chairs eligible for the sabbatical.

#### 11.8.2 Application

11.8.2.1 A Chair who completes at least five consecutive years of service shall be eligible to apply for a Chair sabbatical, and when making such application shall undertake to provide return service upon completion of the leave, for a period of time equal to one (1) times the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid sabbaticals, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the employee.

11.8.2.2 The Chair shall apply to his/her Dean/Director by the second Friday in October.

#### 11.9 Leave of Absence With or Without Pay

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

11.9.2 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.

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

11.9.4 An employee granted a leave of absence with or without pay shall retain his/her position and seniority upon return from the leave.

#### 11.10 Notification of Application for Leave

11.10.1 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 a sum of two hundred and forty thousand dollars (\$240,000) by September 1, 2008, and annually thereafter a sum of three hundred and fifteen thousand dollars (\$315,000) by September 1 to be divided between the academic units of the College on a per capita basis for the purpose of professional development. The provision of the funds shall be conditional upon the submission of a report to the Provost and Vice-President, Academic, by the preceding 15 August outlining in detail the allocation of the previous year's funds.

In accordance with the published Guidelines for Assessment of Professional Development Applications the elected Faculty Development committees in each academic unit will process applications from both full-time and part-time faculty for funding, and verify expenditures once approved.

- 12.2 The Board shall provide an annual grant to the Association, by 1 November, for the purpose of reimbursing employees who successfully complete credit courses, or for graduate studies program fees, at any other post-secondary institution. The amount of the grant shall be thirty-four thousand dollars (\$34,000) in 2008-09 and forty-four thousand dollars (\$44,000) annually from July 1, 2009. The provision of the grant shall be conditional upon the submission of a report to the Provost and Vice-President, Academic, outlining in detail the allocation of the previous year's grant.

The grant shall be allocated into two pools:

- 1) the amount of the grant minus ten thousand dollars (\$10,000) for the purpose of reimbursing full-time and term-certain employees who successfully complete credit courses, or for program fees, towards the completion of a PhD, or terminal degree, in their discipline;
- 2) ten thousand dollars (\$10,000) for the purpose of reimbursing full-time, term-certain and part-time (who taught three (3) or more courses, or equivalent, in the academic year) employees who successfully complete credit courses, or for graduate studies program fees, at any other post-secondary institution.

Funds not used in either pool can be transferred to the other pool. Any unused portion of the grant shall be retained by the Association.

- 12.3 An employee who takes a credit course at Mount Royal College with the approval of the academic unit Chair or, where appropriate, the Executive 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 enrol free of charge in any non-credit course, workshop or seminar offered by the Faculty of Continuing Education and Extension or the Conservatory, exclusive of private and small group music lessons, subject to the approval of the Dean of the Faculty of Continuing Education and Extension, or the Director of The Conservatory, as appropriate.

- 12.5 The Board shall annually provide seven hundred (\$700) dollars for each Chair to be used for professional development purposes.

#### 12.6 **Part-time Professional Development**

12.6.1 The Board will maintain a central fund for Part-time employees' Professional Development. Funding will emanate from two separate sources.

- underspent funding from List A activities (as per Article 8.9.1.5)
- underspent funding from Individual Professional Development Allocation (as per Article 12.7.4)

12.6.2 Requests will be honoured on a first come, first served basis with a maximum of four hundred dollars (\$400) per year for part-time faculty who teach three (3) or more courses, or equivalent, per academic year.

12.6.3 The first come, first served basis will be determined by the date and time the applications were received in the Dean/Director's office. The date and time of receipt shall be annotated on the application by the Dean/Director's administrative assistant.

#### 12.7 **Individual Professional Development Allocation**

12.7.1 The Board shall provide individual professional development funding to each tenured, tenurable and term-certain employee in the amount of seven hundred and seventy-five dollars (\$775) on July 1, 2008 and one thousand dollars (\$1,000) annually from July 1, 2009.

- 12.7.2 Such per capita funding shall be made available for professional development purposes as outlined on the Individual Allotment Professional Development Expense Claim Form.
- 12.7.3 Such per capita funding shall be available in an account and can accumulate up to four (4) years.
- 12.7.4 If an employee as defined in Article 12.7.1 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 central fund for Professional Development of Part-time faculty as referred to in Article 12.6.1.

## **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 within twenty (20) days of the initial discussion with the immediate supervisor, the Association on behalf of the grievor or grievors shall state the grievance in writing, within thirty (30) days of the initial discussion, to the appropriate Vice-President or designate and the President of the Association or designate. These two representatives shall meet and attempt to resolve the grievance. 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 within ten (10) days of a recommended settlement or a report of no resolution, the Board or the Association may refer the matter 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.
- 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 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 The arbitration board shall determine the procedure to resolve the dispute subject to the Post secondary Learning Act and;
- (i) may accept any oral or written evidence that the arbitration board considers proper, whether admissible in a court of law or not;
  - (ii) is not bound by the laws of evidence applicable to judicial proceedings;
  - (iii) may in any proceeding, award or decision correct any clerical mistake, error or omission;
  - (iv) may administer an oath to a person appearing before the arbitration board;
  - (v) may summon and enforce the attendance of witnesses in the same manner as a court of record in civil cases and;

- (vi) may require any person to attend and produce any documents and items the arbitration board considers necessary for the purpose of resolving the matters in dispute.
- (vii) 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.
- (viii) authorize any person to do anything that the Arbitration Board may do under this Article 14.3.5, and to report to the Arbitration Board thereon, correct in any award, any clerical error, mistake or omission.

14.3.6 Where an employee has been suspended pursuant to Article 4.12, it may direct the Board to reinstate the employee and may make such other directive in regard to any penalty it considers fair and reasonable.

14.3.7 Where an employee has been dismissed pursuant to Article 4.12, it may direct the Board to reinstate the employee and pay to the employee a sum equal to the salary lost by removal, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable, and may make such other directive in regard to any penalty it considers fair and reasonable.

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, College Holidays and Statutory Holidays.

**ARTICLE 15 – NEGOTIATIONS**

**15.1 Definitions**

15.1.1 *Items* – shall mean:

15.1.1.1 A topic described by a subheading of this Agreement, delimited by a single decimal in the numbering scheme. For greater clarity, examples may include 7.1 – Full Time Employees, or 4.2 – Tenurable Appointment,

or

15.1.1.2 A new proposed topic as described in the Statement of Interests submitted by either party, pursuant to 15.2.2.1.

15.1.2 *Related Clauses* – shall mean any clause of this Agreement that directly references an item as defined in 15.1.1.

## 15.2 Commencement of Negotiations

- 15.2.1 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.
- 15.2.2 If a notice of intention is given under Article 15.2.1, the negotiating committees or their nominees shall meet prior to 7 March to:
  - 15.2.2.1 Exchange a Statement of Interests for discussion during the negotiations;
  - 15.2.2.2 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;
  - 15.2.2.3 Arrange for any preparatory subcommittees to meet to develop ideas or information for the negotiations;
  - 15.2.2.4 Set dates for negotiation meetings; and
  - 15.2.2.5 Arrange for the selection of the mediator contemplated by Article 15.4.7, and make arrangements to ensure the mediator's availability.

## 15.3 Principles of Negotiations

- 15.3.1 The parties commit to:
  - 15.3.1.1 Conducting their negotiations in an expeditious, efficient and problem solving manner to conclude a revised Collective Agreement by the expiry date;
  - 15.3.1.2 Disclosing information to each other that will assist the negotiation process;
  - 15.3.1.3 Avoiding unnecessary expense;
  - 15.3.1.4 Scheduling blocks of time of 6 hours or more per day in two or three day blocks to maximize the productivity of negotiating sessions;
  - 15.3.1.5 Making committee members available for bargaining on agreed upon dates, subject to unavoidable contingencies, but with backup plans to accommodate those contingencies; and
  - 15.3.1.6 Scheduling meetings, mediations, hearings, reviews of arbitral awards, or preparatory activities such that no activity will be required from the Association during the vacation period stipulated in Article 9.1, unless the Association agrees to waive this condition.
- 15.3.2 Dates contained in this Article may be amended or extended by mutual agreement in writing.
- 15.3.3 Subsequent to the meeting referred to in Article 15.2.2, 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.
- 15.3.4 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.
- 15.3.5 At any time during the bargaining process, should the parties agree that an item will not benefit from further negotiations or mediation, then the parties may agree to place this item on hold, pending its ultimate submission to compulsory binding arbitration.

## 15.4 Enhanced Mediation

- 15.4.1 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 Compulsory Binding Arbitration.
- 15.4.2 The parties agree on the following principles for the conduct of enhanced mediation:
- 15.4.2.1 The process should respect and reinforce the *Principles of Negotiations* set out in Article 15.3.
  - 15.4.2.2 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.
- 15.4.3 In the following articles, mediator shall include a mediation panel, if selected.
- 15.4.4 By 31 May, each party will choose whether to use one or three persons for the mediation process.
- 15.4.5 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.
- 15.4.6 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.
- 15.4.7 The process for selecting a mediator or a chair for the mediation panel shall be as follows:
- 15.4.7.1 Each party shall submit to the other party the names of three (3) candidates for the mediator; and
  - 15.4.7.2 The two parties shall review the names and agree upon the choice of a mediator from the names submitted.
  - 15.4.7.3 If, for any reason, this selection process fails, then legal counsel for the parties shall review the names and agree upon the choice of a mediator.
  - 15.4.7.4 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.
- 15.4.8 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.
- 15.4.9 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.
- 15.4.10 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.
- 15.4.11 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.

15.4.12 The mediator's report will be delivered to the parties at the same time, within 10 days from the close of the mediation session.

15.4.13 The mediator's report is not binding on either party.

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

15.4.15 The two parties shall share the cost of the mediator or the chair of the mediation panel equally, subject to Article 15.4.5 above.

15.4.16 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 Compulsory Binding Arbitration.

## 15.5 **Compulsory Binding Arbitration**

15.5.1 This Agreement shall remain in full force and effect during the period before and up to arbitration, even if such arbitration extends beyond the expiry date of this Agreement and shall continue to remain in full force and effect until both parties receive, in writing, the arbitrator's award.

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

15.5.3 Nothing in this Agreement prevents the parties agreeing to further facilitation, or mediation.

15.5.4 To commence compulsory binding arbitration, a party shall notify the other party in writing of the intent to submit outstanding matters to compulsory binding arbitration.

15.5.5 Unless the parties otherwise agree, the compulsory binding arbitration hearing shall not commence until:

15.5.5.1 Bargaining has occurred in accordance with the procedures herein and fifteen (15) days have passed since receipt of the mediator's report and recommendations;

15.5.5.2 The Agreement has expired;

15.5.5.3 Ratification votes have been held upon revisions to the Collective Agreement mutually agreed upon by the two negotiating committees;

15.5.5.4 Each party has selected no more than two (2) items and related clauses for submission to compulsory binding arbitration. (For definition of items and related clauses, see 15.1). Upon mutual agreement, either party may submit more than two items and related clauses.

15.5.5.5 Both parties have had one (1) calendar month of preparation time exclusive of the vacation period stipulated in Article 9.1 of this Agreement.

15.5.6 For the purposes of this Article, the term Arbitration Board shall be considered interchangeable with single arbitrator.

15.5.7 Within seven (7) days of a party being notified under clause Article 15.5.4, each party will choose whether to use one or three persons for the arbitration process.

15.5.8 If one party wishes a three-person arbitration board rather than a single arbitrator and the other party wishes a single arbitrator, then the parties will use a three-person process.

15.5.9 The costs of the arbitration shall be borne by the parties as follows:

- 15.5.9.1 If both parties agree to a single arbitrator, the costs will be shared equally;
- 15.5.9.2 If both parties agree to a three-person arbitration board, each party will pay the costs of their nominee to the board. All other costs, including those of the chair of the board, and the proceedings themselves, will be shared equally;
- 15.5.9.3 If one party chooses a single arbitrator, and the other party chooses a three person board, then each party will pay the costs of their nominee to the board, and the costs of the chair will be borne entirely by the party opting for the three-person board. The costs of the proceedings shall be shared equally between the parties.
- 15.5.10 The process for selecting a single arbitrator shall be as follows:
- 15.5.10.1 Each party shall submit to the other party the names of three (3) candidates for the arbitrator; and
- 15.5.10.2 The two parties shall review the names and agree upon the choice of an arbitrator from the names submitted.
- 15.5.10.3 If, for any reason, this selection process fails, then legal counsel for the parties shall review the names and agree upon the choice of an arbitrator.
- 15.5.10.4 If, for any reason, this selection process fails, either party may apply to the Chair of the Alberta Labour Relations Board for the appointment of a suitable arbitrator.
- 15.5.11 The process for selecting a three-person arbitration board shall be as follows:
- 15.5.11.1 Each party will, within fourteen (14) calendar days after receiving the notice pursuant to Article 15.5.4, appoint a person to act as its nominee to the Arbitration Board, and advise the other party of such selection.
- 15.5.11.2 Upon the appointment of the two nominees selected pursuant to Article 15.5.11.1 above, the two nominees shall within fourteen (14) days appoint a third person, who shall be Chair of the Arbitration Board.
- 15.5.11.3 If the two nominees fail to agree upon a chair, either or both may request the Chair of the Alberta Labour Relations Board to appoint a Chair.
- 15.5.12 No person shall be appointed to the arbitration board if the person is directly affected by the dispute or has been involved in an attempt to negotiate or settle the dispute.
- 15.5.13 When an arbitration board has been selected pursuant to Articles 15.5.10 or 15.5.11, the Chair of the board shall require the parties to submit to the arbitration board within fourteen (14) calendar days, a list that identifies the item(s) and related clause(s) in dispute.
- 15.5.14 The arbitration board shall determine the procedure to resolve the dispute subject to the Postsecondary Learning Act and
- (ix) may accept any oral or written evidence that the arbitration board considers proper, whether admissible in a court of law or not;
  - (x) is not bound by the laws of evidence applicable to judicial proceedings;
  - (xi) may in any proceeding, award or decision correct any clerical mistake, error or omission;
  - (xii) may administer an oath to a person appearing before the arbitration board;

(xiii) may summon and enforce the attendance of witnesses in the same manner as a court of record in civil cases and;

(xiv) may require any person to attend and produce any documents and items the arbitration board considers necessary for the purpose of resolving the matters in dispute.

15.5.15 The arbitration board shall issue an award with respect only to those matters identified in the written evidence as being in dispute and the award is binding on

(i) the Board and the Association

(ii) the academic staff members who are bound by the Agreement and affected by the award.

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

15.5.17 Subject to Article 15.3.1.6, if a question arises concerning the award or the implementation of the award of an arbitration board within forty-five (45) days from the date on which the award was made, the Chair of the Alberta Labour Relations Board, at the request of one or both of the parties, shall direct the arbitration board to decide the question. This forty-five (45) day period may be extended or waived by the mutual written agreement of the parties.

15.5.18 Subject to Article 15.3.1.6, after forty-five (45) days have elapsed from the date that the Arbitration Board has issued a decision pursuant to Article 15.5.15, and should no question have been raised by either party pursuant to Article 15.5.17, the arbitration board shall cease to have power or authority to hear, consider or render any further decision concerning the implementation of its award.

## 15.6 Other

15.6.1 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 – PERFORMANCE REVIEW OF FACULTY (effective July 1, 2009)**

16.1 Recognition and review of full-time faculty work is a formative process and an Annual Report will constitute an important part of this process. The Annual Report shall be submitted to the appropriate Dean/Director each year with a copy to the relevant Chair by June 1.

16.1.1 The Annual Report shall describe activities, achievements and plans related to teaching and service for those in the Teaching-Service work pattern, or teaching, scholarship and service for those in the Teaching-Scholarship-Service work pattern, or their equivalent in the case of non-instructional faculty. Faculty shall use the Annual Report Form (once developed, see MOU on sub-committees), and submit it along with a current curriculum vitae (once developed, see MOU on sub-committees).

A copy of the Annual Report shall be kept on file in the Dean's office.

16.2 **Performance Review of Tenurable Faculty and eligible Term-certain Faculty wanting to include the year for future tenure consideration.**

16.2.1 The performance of tenurable and eligible term-certain faculty (as defined in Article 4.5.5) shall be reviewed annually by tenured department members, the Chair and the Dean and is based on the criteria and process established by the Faculty Tenure Committee, as described in Article 4.4.1. The Annual Report and current curriculum vitae shall be considered in the performance review and shall also be part of the tenure dossier.

16.3 **Performance Review of Tenured Faculty**

- 16.3.1 The performance of tenured faculty shall be reviewed annually by the appropriate Dean/Director (or Associate Dean), hereafter referred to as the Dean, in consultation with the Chair, based on the Annual Report and current curriculum vitae. The review shall focus on the past year's activities, achievements and future plans as pertinent to the two work patterns or the equivalent in the case of non-instructional faculty.
- 16.3.2 The Dean shall respond in writing to the Annual Report by September 1 and may request a meeting with a tenured faculty member, hereafter called faculty member, and the Chair if his/her performance is deemed not satisfactory.

#### 16.3.2.1 Performance Plan

- 16.3.2.1.1 The Dean, in consultation with the Chair and the faculty member, may explore different options to improve the performance of the faculty member. If deemed appropriate, a performance plan may be devised in consultation with the faculty member and the Chair which describes goals and strategies to achieve the desired outcomes. The performance plan shall be communicated to the faculty member in person and in writing, with a copy to the Chair. A copy of the performance plan shall be placed on the faculty member's file in the Dean's office by September 15.
- 16.3.2.1.2 As part of the next year's review process, the Dean and the Chair shall meet with the faculty member no later than June 14<sup>th</sup> to determine whether the faculty member has achieved satisfactory performance as outlined in the plan stipulated in Article 16.3.2.1.1.
- 16.3.2.1.3 If the Dean, in consultation with the Chair, determines that the performance is satisfactory, then this shall be communicated to the faculty member in person and in writing. A copy of this letter shall be sent to the Chair and placed on the faculty member's file in the Dean's office. All documents shall remain on the faculty member's file in the Dean's office for a further period of two years and then be removed provided the faculty member's annual performance remains satisfactory.
- 16.3.2.1.4 If the Dean, in consultation with the Chair, determines that the performance, as per the performance plan, is not satisfactory, then this shall be communicated to the faculty member in person and in writing. A copy of this letter shall be sent to the Chair and placed on the faculty member's file in the Dean's office.
- 16.3.2.1.5 The Dean shall then request that the Faculty Review Committee convene, review the case and make recommendations to the Dean. The Dean will submit the prior and current year's Annual Reports and curriculum vitae, and the performance plan to the Faculty Review Committee for this purpose.

#### 16.3.2.2 The Faculty Review Committee

- 16.3.2.2.1 The Faculty Review Committee, a standing committee of Faculty Council, shall normally consist of six tenured faculty members elected by the Faculty Council to represent, as much as possible, departments/disciplines/programs in a particular Faculty, School or Centre. The Chair of the Faculty Review Committee shall normally be a Chair or a former Chair, also elected by Faculty Council. Members' term of service shall normally be two years with half the members alternating each year. It shall meet no later than October 15 of each academic year.
- 16.3.2.2.2 Following a request from the Dean, the Faculty Review Committee shall review the performance of the faculty member, based on the Annual Reports, curriculum vitae and performance plan and other materials it deems relevant in order to determine whether satisfactory performance has been achieved. The Committee shall meet with the Dean, Chair and faculty member as part of the process of

gathering information related to performance. The faculty member can forward the names of up to two faculty members to the Faculty Review Committee as a resource to provide information relevant to his/her performance.

- 16.3.2.2.3 If the Faculty Review Committee determines that satisfactory performance, as per the performance plan, has been achieved, then it shall communicate this decision to the faculty member in writing and submit its recommendations and rationale in writing to the Dean, with a copy to the Chair. The Dean shall act upon its recommendations. All documents shall remain on the faculty member's file in the Dean's office for a further period of two years and then be removed provided the faculty member's annual performance remains satisfactory.
- 16.3.2.2.4 If the Faculty Review Committee determines that the performance of the faculty member as per the performance plan is not satisfactory, then the Committee shall devise an amended performance plan, in consultation with the faculty member and the Chair. The Committee shall communicate this decision to the faculty member who shall agree to the performance plan in writing and meet at least twice with the Chair over the upcoming year to review progress towards his/her performance improvement. A copy of the amended performance plan with an explanatory letter shall be sent to the Dean, Chair, and faculty member and appended to the annual report.
- 16.3.2.2.5 As part of the next year's performance review cycle and not later than October 15, the Faculty Review Committee shall review the Annual Report, curriculum vitae, amended performance plan and other materials it deems relevant. The Committee shall meet with the Dean, Chair and faculty member as part of the review process. The faculty member can forward the names of up to two other faculty members to the Faculty Review Committee as a resource to provide information relevant to his/her performance.
- 16.3.2.2.6 If the Faculty Review Committee determines that satisfactory performance, as per the amended performance plan, has been achieved, then it shall communicate this decision to the faculty member in writing and submit its recommendations and rationale in writing to the Dean, with a copy to the Chair. The Dean shall act upon its recommendations. All documents shall remain on the faculty member's file in the Dean's office for a further period of two years and then be removed provided the faculty member's annual performance remains satisfactory.
- 16.3.2.2.7 If the Faculty Review Committee determines that the performance, as per amended performance plan, is still not satisfactory, then it shall communicate this decision to the Dean, Chair and the faculty member in writing. The role of the Faculty Review Committee in the formative process of faculty performance review is concluded at this point.

## **ARTICLE 17 - JOB SHARE EMPLOYEE**

### **17.1 Appointment**

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

### **17.2 Term of Appointment**

17.2.1 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.

17.2.2 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.

17.2.3 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.

### 17.3 **Appointment Procedure**

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

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

17.3.1.2 two representatives, where possible, from the academic unit 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 academic unit or group in which the vacancy occurs.

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

17.3.3 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.

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

17.3.5 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.

17.3.6 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 Executive 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.

### 17.4 **Workload**

The workload of job share employees shall be assigned by consultation between the Chair and the full-time members of each academic unit, following consultation with the appropriate Dean/Director, or where appropriate, between the Executive 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.

### 17.5 **Tenure**

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

### 17.6 **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.

**17.7 Vacation**

17.7.1 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%).

17.7.2 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.

**17.8 Benefits**

17.8.1 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).

**17.9 Leaves**

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

- Parental Leave
- Professional Leave
- Sabbatical
- Four-for-Five Leave
- Leave of Absence With or Without Pay

17.9.2 Illness 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 illness leave, such employees shall not be eligible for long term disability.

17.9.3 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 11.3.1.

**17.10 Professional Development**

Job share employees shall have access to all professional development funds contained in Article 12, excepting those in Article 12.5, 12.6 and 12.7.

**ARTICLE 18 - WORKPLACE ENVIRONMENT**

**18.1 Non-Discrimination**

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

**18.2 Occupational Health and Safety**

- 18.2.1 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.
- 18.2.2 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.
- 18.2.3 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.
- 18.2.4 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.

### 18.3 **Parking**

The Association will have two (2) members on the transportation committee, one (1) representing full-time faculty and one (1) representing part-time faculty.

## **ADDENDUM ON TEACHING, SCHOLARSHIP AND SERVICE**

### **Teaching**

Teaching may include but is not restricted to the following activities:

- Credit instruction
- Student consultation and advice
- Practicum and field supervision
- Major project supervision
- Curriculum and course development
- Pedagogical design and preparation
- Materials development
- Assessment design and implementation
- Maintenance of academic and professional currency
- Self-reflection on pedagogical practices
- Application of the literature on teaching and learning
- Development, identification and communication of best practices
- Promotion of evidence-based professional and pedagogical practice

### **Scholarship**

Scholarship may include but is not restricted to the following activities:

- Research
- Scholarly and artistic work
- Professional work
- Publishing
- Presenting at, participating in and coordinating conferences
- Collaborating with, and reviewing and editing the work of, peers
- Developing primary and secondary texts and learning materials
- Providing scholarly opportunities for students
- Scholarship of teaching and learning
- Dissemination of effective teaching and learning resources and strategies
- Creation and extension of resources or programs to support teaching
- Sharing teaching expertise externally
- Significant leadership in teaching excellence beyond the institution

### **Service**

Service may include but is not restricted to the following activities:

- Participation in department, faculty and institutional governance
- Selection, support, development and evaluation of colleagues
- Appropriate student support including advising
- Development and application of academic policies
- Creation, development, evaluation and revision of academic programs
- Liaison, partnership and leadership work with disciplines, organizations and communities relevant to academic or professional expertise
- Participation in the Mount Royal Faculty Association, its processes and committees

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

THE BOARD OF GOVERNORS  
MOUNT ROYAL COLLEGE

THE MOUNT ROYAL FACULTY ASSOCIATION

Per: \_\_\_\_\_  
C. Williams, Chair  
Board of Governors  
Mount Royal College

Per: \_\_\_\_\_  
D. Hyttenrauch, President  
Mount Royal Faculty Association

Per: \_\_\_\_\_  
D. Marshall, President  
Mount Royal College

Per: \_\_\_\_\_  
C. Werier, Chair  
Mount Royal Faculty Association  
Negotiating Committee

\_\_\_\_\_  
Date

## APPENDIX A

### FACULTY CROSS-APPOINTMENTS

#### Background

Faculty at Mount Royal College are normally hired and tenured within a specific organizational unit, department or program which constitutes a “home” academic unit. An increasing focus on interdisciplinarity has created opportunities for some faculty to teach in more than one department or program at the college. This policy provides a mechanism to facilitate such cross-teaching.

#### Purpose

Faculty cross-appointments provide an opportunity for faculty professional renewal. They promote interdisciplinarity, innovation, and collegiality. The purpose of cross-appointments at Mount Royal College will be to support these features in a manner that benefits both the faculty and the departments. Cross-appointments should not result in an increase in workload (e.g. course hours, student contact, committee work) for individual faculty.

#### Restrictions

In order to protect the interests of the departments and of the faculty, two restrictions will apply:

1. Cross-appointments will be open to tenured faculty only.
2. The “home” department or program must concur that the faculty resources within the department or program can support a cross-appointment.

#### Role of the “Home” Academic Unit

- The academic unit in which the faculty member is tenured will remain the home academic unit
- For general purposes, the faculty member will report to the Chair of the home academic unit
- The faculty member will be eligible for professional development funding from the home academic unit for general and related professional development
- The home academic unit will be responsible for the principal office space
- Applications for leaves will be made through the home academic unit
- For the purposes of Article 14 of the Collective Agreement (Grievance Procedure), the Chair of the home academic unit is the immediate supervisor and grievances will be processed through the home academic unit.

#### Role of “Cross” Academic Unit

- For cross program and course-related matters, the faculty member will report to the Chair of the cross academic unit
- The faculty member will be eligible for professional development funding from the cross academic unit for activities related to its disciplines and fields
- The cross academic unit will provide the necessary working conditions for the faculty member to participate effectively (e.g. shared office space for office hours, mail box, support staff services, access to imaging)
- The cross academic unit will be consulted on any applications for leaves from the faculty member

#### Workload

- In so far as it is possible, workload (both instructional and non-instructional) will be distributed equally between the home academic unit and the cross academic unit
- Workload will be approved by both Chairs
- Faculty members will be full participating members of both academic units, e.g. committee work, curriculum development, student advising. Such non-instructional work will be shared equally between the two academic units

### **Evaluation**

- Student evaluations will be conducted in courses offered by both the home academic unit and the cross academic unit
- Faculty annual reports will be submitted to both Deans or Directors

### **Appointment Process**

- The length of appointment will normally be two years with possibility of renewal
- Appointments will be at the request of faculty and will be approved by a committee of the two Chairs and the two Deans or Directors. Approvals must be unanimous.

### **Conflict Resolution**

- Any conflicts that cannot be resolved through the above-noted processes should be referred to the Provost and Vice-President, Academic for resolution.

**MEMORANDUM OF UNDERSTANDING**

**Between**

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

**and**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding the Limited Re-opening of the Collective Agreement for 2009-10**

Both parties agree that the MOU on Academic Rank and Promotion and the uncertainty surrounding economic conditions in 2009-10 require them to engage in a limited form of negotiations for the academic year 2009-10.

Therefore, the parties agree that:

1. Notwithstanding Article 3 of the current collective agreement that fixes the term of the agreement for two years, the parties shall meet to negotiate the following items:
  - a. Article 7 (Salary);
  - b. Contract language related to the implementation of academic rank, tenure and promotion, based on the recommendations of the sub-committee established under the MOU on Academic Rank and Promotion;
  - c. The additional funds related to the cessation of paying Alberta Health Care premiums outlined in Article 10.2.2. The use of those funds will be based on the recommendations of the sub-committee on Health Benefits.
2. Negotiations will resume as outlined in Article 15.2.1, but written notice of intention to revise the agreement shall be deemed to have been provided through this Memorandum of Understanding.
3. Article 15.2.2 shall pertain with exception of 15.2.2.1 and 15.2.2.3.
4. The remaining clauses and items in Article 15 shall pertain to the re-opened negotiations.

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Richard Roberts  
Board of Governor's  
Negotiating Committee

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Cliff Werier  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

## MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE

And

THE MOUNT ROYAL FACULTY ASSOCIATION

### Regarding Academic Rank and Promotion

The introduction of a system of academic rank at the College was discussed during the current collective bargaining. The College community has also engaged in extensive consultations in this regard. However, as it requires further study, the MRFA and Board agree that a sub-committee of the negotiating committees, as described in the charter below, be established to devise a system of academic rank and promotion and develop the necessary draft contract language for the implementation to be presented to the formal negotiations process when it re-opens. The parties agree that rank, promotion and related items, will be negotiated under the terms of the Memorandum of Understanding Regarding the Limited Re-opening of the Collective Agreement for 2009-10.

Both parties agree to the following guiding principles:

1. All full-time employees will be appointed to an appropriate academic rank;
2. The same academic rank structures should apply to both the Teaching-Service and Teaching-Scholarship-Service work patterns;
3. The processes, committees and general criteria for appointment and promotion to different academic ranks will be stipulated in the Collective Agreement and aligned with the roles and mandate of General Faculties Council;
4. There will be no system of annual merit pay based on evaluation of performance.

### Sub-committee Charter

**Name:** Sub-committee on Academic Rank and Promotion

**Authority:** Collective Agreement Article 15.2.2.3

#### Membership:

- Three members of the BOG Negotiations Committee, plus one alternate
- Three members of the MRFA Negotiations Committee, plus one alternate
- Resource experts, as required

#### Recommended Activities:

- Examine the implications of implementing a system of academic rank, including, but not restricted to, the following considerations:
  - the recommendations of the Faculty Roles and Responsibilities Taskforce;
  - placement of existing and new faculty within a system of academic rank;
  - the desirability and feasibility of separate salary grids for different academic ranks;
  - the criteria and processes for promotion to different academic ranks;
  - the status of letters placed in the file of the faculty members as described in Article 16;
  - any changes to the tenure process as a result of establishing academic rank;
  - an implementation timetable.

**Resources:**

- Meetings budget

**Timeline:** December 1, 2008 - March 15, 2009

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Richard Roberts  
Board of Governor's  
Negotiating Committee

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Cliff Werier  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

## MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Faculty Work Patterns and Other Transition Issues

### A. Work Patterns

Both parties agree that the full implementation of work patterns will occur over a four year period. The College also commits to a principle that all faculty who wish to choose the Teaching-Scholarship-Service pattern shall be able to do so no later than the academic year 2011-12. To achieve this goal, this Memorandum of Understanding outlines the necessary principles and required steps over the next two years.

1. The College's goal is to maximize the number of faculty on the Teaching-Scholarship-Service (TSS) work pattern in any given year, subject to the risks associated with enrolments and attendant government funding and student tuition.
2. The College agrees to fund no less than 55% of all tenured and tenurable faculty to enter the TSS work pattern for the academic year 2009-10.
3. Tenured faculty will choose a work pattern by the eighth week of the Fall Semester 2008. In the event that more faculty decide to choose the TSS work pattern than can be funded, the following selection criteria will apply in priority sequence:
  - a. faculty having received a minimum of ninety-six (96) SICH, or equivalent in reassigned time, for the purpose of scholarship in 2008-09, subject to satisfactory performance, will automatically enter into the TSS work pattern unless they choose otherwise;
  - b. faculty engaged in baccalaureate degree programs;
  - c. all others.
4. During the term of this agreement, tenurable faculty appointed on or before August 15, 2008, will choose a work pattern by the eighth week of Fall Semester 2008, but they must remain in the chosen pattern until tenure is granted.
5. List A will continue to support non-instructional activities faculty choose to undertake including scholarship:
  - a. The parties agree that for the academic year 2009-10, \$160,000 of List A, assigned for research/scholarship in 2007-08, may be used to achieve the target outlined in paragraph 2;
  - b. Approximately 15% of the remaining funds in List A, assigned for research/scholarship in 2007-08, in each faculty where relevant, shall be available for those on the Teaching-Service (TS) work pattern.
6. Chairs are eligible to choose the TSS pattern. In consultation with the Dean, adjustments will be made in the Chair's workload and communicated to the members of the academic unit.

### B. Performance Review of Faculty

7. Article 16, Performance Review of Faculty, will be effective during the academic year, 2009-10.
8. Faculty Councils will elect a Faculty Review Committee as described in Article 16 no later than March, 2011.

**C. Other Transition Issues**

9. The funds provided currently to support the instruction and overall implementation of the Collaborative BA with Athabasca University shall be allocated to the Faculty of Arts separate from funds in Article 8.9.1.3. Faculty of Arts faculty are eligible to apply for reassigned time from this source for activities related to Athabasca collaboration. Allocation of reassigned time through this source will be at the discretion of the Dean of Arts, subject to both Article 8.1 and Article 8.9.2.
10. During the term of this agreement, any changes implemented based on the report of the Credit Accounting Committee of Academic Council shall neither be used as a vehicle for the determination of the number of SICH required for an instructional load outlined in Article 8.1 nor increase existing instructional load.
11. The Board will make available in addition to the funds outlined in Article 8.9.1.3, not less than the amount of \$44,625 in each year for the reassignment of counsellors, educational developers and librarians.

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Richard Roberts  
Board of Governor's  
Negotiating Committee

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Cliff Werier  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

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

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Article 15 Pilot Project Extension**

Whereas both the Board of Governors of Mount Royal College and the MRFA have agreed to support the changed climate and process of negotiations, and in light of the report on the Article 15 Pilot Project, both parties agree that an extension of the pilot project on Article 15, with some modifications, would be beneficial.

Therefore, the parties agree that:

1. As outlined in Article 15.3.2, either party wishing to revise or renew the Collective Agreement shall give written notice no later than 15 December 2009, prior to the end of the term of agreement as referred to in Article 3.1.
2. The Association and the College will engage in training with respect to Interest-Based and Interest-Focused bargaining in January 2010. Both parties will produce a Statement of Interests as outlined in Article 15.2.2.1 for exchange not later than February 1, 2010.
3. Both parties agree to meet between February 1 and May 1, 2010 for a minimum of six (6) days or their equivalent with a view to arriving at a new Collective Agreement as expeditiously as possible. Wherever possible Reading Week and Final Exams will not be used to meet this requirement.
4. Both parties shall endeavor to make the requisite time available. Faculty members' schedules shall be coordinated wherever possible to ensure that faculty are available to meet.
5. The Board of Governors will make available to the MRFA funding equivalent to 240 SICH for the purposes of providing reassigned time for the MRFA Negotiations Committee to prepare and participate fully in the process of Interest Based bargaining in the Fall 2009. The MRFA shall provide equivalent resources for the Winter 2010 semester.
6. At the conclusion of this pilot project the Negotiating Teams will evaluate and make recommendations regarding revisions to Article 15.

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Richard Roberts  
Board of Governor's  
Negotiating Committee

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Cliff Werier  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

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

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Funding for Part-time Opportunities for Service**

As a pilot project, the College shall commit over the life of the agreement, \$10,000 per academic year to the MRFA to support part-time faculty who participate in non-instructional activities. The funding shall be administered by the MRFA Professional Development Committee which shall devise the specific criteria and process for the administration of the funds.

The funds are intended to support participation in major School/Faculty/Centre and College committees including faculty councils, but excluding regular department and discipline meetings.

At the conclusion of the pilot project, the Professional Development Committee will produce a report and submit it to the Provost and Vice-President, Academic and to the President of the MRFA.

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Richard Roberts  
Board of Governor's  
Negotiating Committee

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Cliff Werier  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

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

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Workload of Counsellors, Educational Developers and Librarians**

Instructional workload is defined in Article 8 in terms of scheduled instructional course hours. The corresponding components of the workload of counsellors, educational developers and librarians are a balance of scheduled and non-scheduled duties in their respective academic unit. Workload equivalencies are required for the equitable administration of the Collective Agreement.

Therefore, both parties agree that a Workload Equivalency Committee shall be established in each of these academic units. The committee shall make recommendations on:

- a system to define and quantify the workload, excluding service and scholarship, of full-time and term-certain faculty in the academic unit, sufficient for implementation of Article 8.10 – Workload of Counsellors, Educational Developers and Librarians;
- the equivalency of this system to scheduled instructional course hours;
- whether this equivalency should be incorporated in the Collective Agreement.

Each committee shall be comprised of:

- up to four faculty members representing the academic unit, including the Chair if there is one;
- the Dean and/or Director;
- the First Vice-President of the Mount Royal Faculty Association.

**Timeline:** The committees shall complete their work during the 2008-09 academic year and shall submit, by June 14, 2009, a report to the negotiating committees of the Board and the Mount Royal Faculty Association for consideration during the next round of negotiations in 2009-10.

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Richard Roberts  
Board of Governor's  
Negotiating Committee

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Cliff Werier  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

## MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE

and

THE MOUNT ROYAL FACULTY ASSOCIATION

### Regarding Sub-committee on Annual Report, Sub-committee on Benefits and a Report on Grid Placement

The parties agree to the following:

#### **Sub-committee on Annual Report Form**

A sub-committee composed of one member from each negotiating committee shall be struck to discuss the form and content of Appendix A (the annual report) and Appendix B (the curriculum vitae) of Article 16. The sub-committee will recommend a form and method of storage and report in January 2010. The committee will consult with interested groups including but not restricted to Deans' Council, the Chairs' Group, Tenure Granting Committee, OIAP. Final forms and recommended processes will be negotiated and ratified no later than March 2010.

Activities include:

- a. Developing preliminary forms by January 2009;
- b. Piloting of the form with selected groups of faculty across the College;
- c. Reporting on implementation issues for tenurable instructors;
- d. Working with the TGC to ensure smooth implementation.

#### **Sub-committee on Health Benefits**

A sub-committee composed of one member from each negotiating committee shall be struck to make recommendations on the best use of the remaining funds related to the cessation of paying Alberta Health Care premiums outlined in Article 10.2.2. The remaining funds are the premium savings less the cost of the increase in the Health Care spending account under Article 10.1 in 2008-09. The sub-committee will consult with others as required, including payroll and the College's benefit carriers.

Activities include:

- a. Reviewing alternatives of using the premium saving to improve the benefits under Article 10;
- b. Developing recommendations by March 15, 2009, to be presented to the MRFA and Board of Governors bargaining teams under the Memorandum of Understanding Regarding the Limited Re-opening of the Collective Agreement for 2009-10.

#### **Report on Initial Grid Placement**

Under the direction of the Provost and Vice-President, Academic, the Deans and Directors of Faculties/Centres/Schools will review the process and practice of initial grid and step placements as per Article 7.1 for the purposes of assessing consistency in interpretation and application of current guidelines. The Associate Vice-President of Human Resources will serve as a resource to the Committee. The Provost and Vice-President, Academic will provide a written report to the President, MRFA by February 1, 2009.

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Richard Roberts  
Board of Governor's  
Negotiating Committee

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Cliff Werier  
Mount Royal Faculty Association's  
Negotiating Committee

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Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

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

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION**

**Regarding Full-time Laboratory Instructor Pilot Project**

Both parties agree that there is a need for full-time laboratory instructors.

**Appointment**

1. Lab instructors shall be appointed as outlined in Article 4.2, excluding Articles 4.2.1 and 4.2.2.
2. Lab instructor appointments 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 (2) weeks prior to the academic term.
3. Each appointment shall be for twenty-four (24) months over three (3) semesters of laboratory instruction, including Spring semester wherever possible.
4. Lab instructors shall have vacation and holidays as specified in Article 9.3 and benefits as specified in Article 10.1.
5. The appointment is for full-time laboratory instruction.

**Duties**

Duties of a full-time lab instructor shall include responsibility for the following:

1. teach 25-30 hours of lab instruction per week, including preparation and marking;
2. supervise part-time lab instructors;
3. contribute to the development of laboratory experiments, exercises and manuals by consulting with lecture instructors on the design of experiments, testing experiments, and proposing revisions based on the results of testing.

**Salary**

Full-time lab instructors will be appointed at a rate of pay between \$42,861 and \$50,100, commensurate with qualifications and experience.

For the purposes of the pilot, full time lab instructors are eligible for part-time professional development funds of four hundred dollars (\$400) under Article 12.6.2, and are not eligible to apply for List A.

**Evaluation**

The Chair and the Dean will devise and implement a laboratory instructor evaluation process, including student, peer and supervisor evaluations.

**Report**

So that the effectiveness of the pilot project can be assessed, Deans of Faculties involved in the pilot project will provide a report that addresses at least the following points:

- the benefit of the full-time lab appointment for full-time instructors in addressing their needs for academic support;
- the appropriateness of the duties;
- the effects on the full-time instructors;
- recommendations regarding requirements for professional development;
- recommendations regarding evaluation of lab instructors.

This report is to be submitted to both negotiating committees no later than March 1, 2010.

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Richard Roberts  
Board of Governor's  
Negotiating Committee

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Cliff Werier  
Mount Royal Faculty Association's  
Negotiating Committee

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Date