



COLLECTIVE AGREEMENT

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

AMENDED

This collective agreement includes changes ratified by both parties in June, 2009

July 1, 2008 – June 30, 2010

This AGREEMENT made this day of July, 2009

between

THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE

of the First Part

and

THE MOUNT ROYAL FACULTY ASSOCIATION

of the Second Part

TABLE OF CONTENTS

Article 1 – Definitions	1
Article 2 – Association Membership	2
Article 3 – Term of Agreement.....	2
Article 4 – Appointments.....	2
Article 5 – Tenure and Promotion Systems	11
Article 6 – Tenure	16
Article 7 – Promotion.....	21
Article 8 - Half-Time Tenured Employment	22
Article 9 – Phased Retirement.....	24
Article 10 – Salary Schedules and Salary Administration.....	26
Article 11 – Workload.....	30
Article 12 – Vacation and Holidays.....	36
Article 13 – Benefits and Insurance	37
Article 14 – Leaves from the College	40
Article 15 – Professional Development	48
Article 16 – Copyright.....	49
Article 17 – Grievance Procedure	51
Article 18 – Negotiations.....	53
Article 19 – Performance Review of Faculty.....	58
Article 20 – Job Share Employee.....	60
Article 21 – Workplace Environment.....	62
Addendum on Teaching, Scholarship and Service	64
Appendix A – Faculty Cross-Appointments	66
Appendix B – Principles of a Tenure, Promotion and Rank System at Mount Royal.....	68
<u>Memorandums of Understanding Agreed to on 30 June, 2008</u>	
Memorandum of Understanding – Regarding the Limited Re-opening of the Collective Agreement for 2009-10	69
Memorandum of Understanding – Regarding Academic Rank and Promotion	70
Memorandum of Understanding – Regarding Faculty Work Patterns and Other Transition Issues	72
Memorandum of Understanding – Regarding Article 15 Pilot Project Extension	74
Memorandum of Understanding – Regarding Funding for Part-time Opportunities for Service.....	75
Memorandum of Understanding – Regarding Workload of Counsellors, Educational Developers & Librarians.....	76
Memorandum of Understanding – Regarding Sub-committee on Annual Report, Sub-committee on Benefits and a Report on Grid Placement	77
Memorandum of Understanding – Regarding Full-Time Laboratory Instructor Pilot Project.....	78
<u>Memorandums of Understanding Agreed to on 2 July, 2009</u>	
Memorandum of Understanding – Regarding Implementation of a Rank and Promotion System at Mount Royal.....	79
Memorandum of Understanding – Regarding Placement of Existing Faculty to An Academic Rank.....	81
Memorandum of Understanding – Regarding Evaluation of Tenurable and Limited-Term Faculty in Year One of Tenure System II	82
Memorandum of Understanding – Regarding Promotion to the Rank of Professor.....	83
Memorandum of Understanding – Regarding Continuing Items.....	84
Memorandum of Understanding – Regarding Full-time Laboratory Instructor Pilot Project (Amended)	85

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, tenurable, or conditional 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 8.
- 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 8), 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 pursuant to Article 4.7.
- 1.22 **Tenable employee:** an employee eligible for tenure pursuant to Article 6.
- 1.23 **Tenured employee:** an employee who has achieved tenure pursuant to Article 6.
- 1.24 **Limited-term employee:** an employee hired under Article 4.4.
- 1.25 **Conditional tenurable employee:** an employee whose employment is conditional pursuant to Article 4.2.3.

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 date of commencement 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 - APPOINTMENTS

4.1 Categories of Appointment

- 4.1.1 Employees are appointed by the Board in one of the following categories:
- 4.1.1.1 Tenured appointment;
 - 4.1.1.2 Tenurable appointment;
 - 4.1.1.3 Conditional tenurable appointment;
 - 4.1.1.4 Limited-term appointment;
 - 4.1.1.5 Part-time appointment;

4.1.1.6 Job share appointment.

4.1.2 Conditional tenurable, limited-term, part-time, 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 **Appointment to Academic Rank**

4.2.1 All appointments, excluding part-time, shall be made to one of the following ranks: Lecturer, Assistant Professor, Associate Professor or Professor.

4.2.2 Tenurable appointments shall normally be offered at the rank of Assistant Professor. However, if a candidate for a tenurable appointment has previously attained the rank of Associate Professor at an AUCC accredited, or equivalent, institution, then the selection committee may recommend appointment at the rank of Associate Professor to the Provost and Vice-President, Academic.

4.2.3 Conditional tenurable appointments shall be offered at the rank of Lecturer for a maximum of three years in cases where the successful candidate does not possess the required academic credential or its equivalent.

4.2.3.1 Annual evaluations of conditional tenurable employees shall be conducted in conformity with the requirements of Article 6.4.

4.2.3.2 Promotion to the rank of Assistant Professor shall be automatic upon attainment of the required academic credential or its equivalent and shall take effect not later than one month following presentation of valid documentation to the Dean/Director. The conditional tenurable appointment shall be converted to a tenurable appointment and the employee shall enter into a probationary period as outlined in Article 6.3. If the required academic credential or its equivalent was attained by 31 December, the probationary period shall commence on the preceding 15 August. If the required academic credential or its equivalent was attained after 31 December, the probationary period shall commence on the following 15 August.

4.2.3.3 Upon promotion to the rank of Assistant Professor, the employee may apply to have up to two years of conditional tenurable appointment credited towards the probationary period, as outlined in Article 6.3.7.

4.2.3.4 Under exceptional circumstances, and where the initial appointment was for two years or less, the Provost and Vice-President, Academic may extend the conditional tenurable appointment by one year.

4.2.4 Limited term appointments shall normally be at the rank of Assistant Professor. If the candidate has not attained the required academic credential or its equivalent the appointment shall be made at the rank of Lecturer.

4.3 **Full-time Appointment Procedures**

4.3.1 Academic units shall follow the *Guidelines for Hiring Faculty*, in addition to the procedures outlined in this Agreement.

- 4.3.2 Prior to posting a position, the Chair of the academic unit shall meet with the tenured and tenurable faculty of the academic unit or discipline to discuss fully the qualifications, areas of expertise, teaching responsibilities, work pattern, required academic credential or its equivalent, and anticipated rank of the appointment.
- 4.3.3 All positions shall be posted.
- 4.3.4 A selection committee shall be struck and normally shall be composed of:
- 4.3.4.1 the Chair of the academic unit who shall be chair of the selection committee. When the Chair of the academic unit is unable to chair the selection committee, the Dean/Director shall designate a chair for the committee;
- 4.3.4.2 two tenured employees of the academic unit where the vacancy occurs elected by the academic unit. In small academic units or disciplines, where necessary, tenured employees from a cognate department in the same Faculty or School may be elected;
- 4.3.4.3 the Dean/Director, or designate;
- 4.3.4.4 an employee, normally tenured, appointed by the Dean/Director.
- 4.3.5 All applications shall be forwarded to the chair of the selection committee immediately following the close of the competition. The chair, in turn, shall make available to committee members all applications and supporting documents within seven (7) working days after the close of the competition.
- 4.3.6 The selection committee shall use the criteria listed in the position posting as a guide to evaluate applicants and develop a list of candidates to be interviewed.
- 4.3.7 The selection committee shall set the interview criteria, conduct the necessary interviews, arrange for candidates to meet, when possible, with members of the academic unit, and provide an opportunity for submissions of opinion from members of the academic unit on candidates they have met prior to formulating its recommendations.
- 4.3.8 Where possible, the committee's decision shall be reached by consensus and, if not possible, by a simple majority vote.
- 4.3.9 The chair of the selection committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of applicants. The committee shall make specific recommendations on the following:
- preferred candidate(s);
 - category of appointment;
 - rank;
 - work pattern;
 - placement on the salary schedule, in accordance with the provisions of Article 10.

The report shall also state whether the preferred candidate has attained the required academic credential or its equivalent, in accordance with the definitions of required academic credentials developed by the academic unit's Faculty Council. The report shall be submitted to the Dean/Director who shall forward it to the Provost and Vice-President, Academic.

4.3.10 Appointment with Tenure

- 4.3.10.1 In exceptional circumstances, the selection committee, in consultation with the Tenure and Promotion Committee of the academic unit, may recommend appointment with tenure for a candidate who has achieved tenure at an AUCC accredited, or equivalent, institution. The chair of the selection committee shall request that the Institutional Tenure and Promotion Committee

meet, as expeditiously as possible, to discuss the selection committee's recommendation and to make its own recommendation to the Provost and Vice-President, Academic.

- 4.3.11 The Provost and Vice-President, Academic shall review the selection committee's report and recommendations for completeness of process and for conformity with grid and rank placement guidelines and with the definitions of required academic credentials, and shall make a recommendation to the President.
- 4.3.12 The Provost and Vice-President, Academic's recommendation shall be forwarded with the selection committee's report to the President for consideration by the Board.
- 4.3.13 The Provost and Vice-President, Academic shall prepare a letter of appointment. The letter of appointment shall outline the nature and scope of the employee's duties and responsibilities, and shall specify the category of appointment, rank, confirmation of the required academic credential, where applicable, work pattern, and placement on the salary schedule, in accordance with the provisions of Article 10. Copies of the Collective Agreement between the Mount Royal Faculty Association and the Board of Governors and of the *Tenure and Promotion Guidelines* in effect on the date of commencement of appointment shall be included.

4.4 **Limited-term Appointment**

- 4.4.1 Limited-term employees shall be hired by the appointment procedures outlined in Article 4.3 and appointed to an academic rank as specified in Article 4.2.
- 4.4.2 Where possible, the appointment shall become effective two weeks prior to commencement of an academic term.
- 4.4.3 Limited-term employees shall carry a full-time workload as determined in Article 11.
- 4.4.4 The appointment of limited-term employees shall be made only under one of the following categories, and that category shall be stipulated in the letter of appointment:
 - 4.4.4.1 to replace tenured, tenurable, conditional tenurable or limited-term employees who are on professional leave or sabbatical, leave of absence, illness leave, mental or physical illness leave, administrative assignment, or to replace members who are on other continuous employment by the Board; whenever practicable, limited-term 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;
 - 4.4.4.2 for positions on conditional funding or for special projects with conditional funding provided by agencies external to the Board, or by the Board;
 - 4.4.4.3 for other limited-term appointments by the Board, the total number of which shall not exceed five percent (5%) of the total number of full-time equivalent tenured and tenurable positions. This category of limited-term appointments shall not be used for the appointment of Chairs.
- 4.4.5 A limited-term employee subsequently appointed as a tenurable employee may apply to have up to two years of limited-term or term-certain appointment credited towards the probationary period, as outlined in Article 6.3.7. Annual evaluations of limited-term employees shall be conducted in conformity with the requirements of Article 6.4. In the third or subsequent year of a limited-term employee's service, the employee may elect to be evaluated as per the policies and procedures in effect for part-time employees. However, such years shall not be credited toward any subsequent probationary period.

4.5 **Cross-Appointments of Tenurable, Conditional Tenurable and Limited-term Faculty**

- 4.5.1 Tenurable, conditional tenurable and limited-term 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 items stipulated in Article 4.3.13, designate the home and the cross academic units to which the member is appointed. A tenurable faculty member so appointed shall remain in the cross-appointment for the duration of the probationary period. A conditional tenurable or limited-term faculty member so appointed shall remain in the cross appointment for the duration of the appointment. 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.

4.5.2 Selection Process

The provisions of Article 4.3, Full-time Appointment Procedures, shall apply with the following modifications:

4.5.2.1 The Chair of the home academic unit shall be the chair of the selection committee. When the Chair of the home academic unit is unable to chair the selection committee, the Dean/Director of the home academic unit shall designate a chair for the committee.

4.5.2.2 Two tenured employees, one each from the home academic unit and the cross academic unit, shall be elected by the academic units in which the vacancy occurs. Other members of the selection committee shall include the Dean/Director of the home academic unit, or designate, and one additional person, normally a tenured employee, appointed by the Dean/Director of the home academic unit.

4.5.3 Probationary Period

4.5.3.1 The Chair of the home academic unit and the Dean/Director of the home academic unit shall lead the tenure process. They shall ensure that peer and student evaluations of instruction occur in courses associated with both the home and the cross academic units.

A joint Tenure and Promotion Committee, as defined in Article 5.3, representing both the home and the cross academic units shall be established. Normally the committee would be co-chaired by the chairs of the home and cross academic unit TPCs. The joint TPC shall forward the materials stipulated in Articles 6.4, 6.5 and 6.7 to both Deans. The Deans shall write a joint mid-term tenure evaluation and a joint final tenure review and recommendation to the Institutional Tenure and Promotion Committee, as defined in Article 5.4.

4.5.4 Workload

4.5.4.1 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.

4.5.4.2 The provisions of Article 11.3, 11.4, 11.5 and 11.7 governing work patterns shall apply.

4.5.4.3 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.

4.5.5 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.

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

4.6 **Cross-Appointments of Tenured Faculty**

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

4.7 **Part-Time Appointment**

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

4.7.1.1 the Chair of the academic unit who shall be chair of the selection committee. When the Chair of the academic unit is unable to chair the selection committee, the Dean/Director shall designate a chair for the committee.

4.7.1.2 two tenured employees of the academic unit where the vacancy occurs elected by the academic unit. In small academic units or disciplines, where necessary, tenured employees from a cognate department in the same Faculty or School may be elected.

4.7.2 No later than 15 May or the tenth week of the Fall Semester, as appropriate, the Chair shall ask currently employed part-time instructors in an 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.

4.7.3 Notwithstanding the provisions in Article 4.7.2, the selection committee shall be provided with all applications and supporting documents, including the selection criteria developed by the Dean/Director and Chair.

4.7.4 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 selection 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.

4.7.5 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.

4.7.6 Where possible, the committee's decision shall be reached by consensus and, if not possible, by a two-thirds majority vote.

4.7.7 The chair of the selection committee shall prepare a written summary report which contains the committee's recommendations and submit it to the 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.

4.7.8 Continuing Part-Time Appointment

4.7.8.1 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 4.7.1, 4.7.4, 4.7.5, 4.7.6 and 4.7.7.

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

4.7.8.2.1 projected availability of courses for the period under consideration;

4.7.8.2.2 qualifications as specified in the hiring criteria;

4.7.8.2.3 satisfactory performance (including a chair/peer evaluation completed at least once every three (3) years);

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

4.7.8.3 Number of hours per contract:

4.7.8.3.1 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;

4.7.8.3.2 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;

4.7.8.3.3 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;

4.7.8.3.4 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.

4.7.8.3.4.1 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 13.8.1.5.

4.7.9 Continuing Part-time Clinical Instructor

4.7.9.1 Appointment as a continuing part-time clinical instructor shall be in accordance with Part-Time Appointment as described in Articles 4.7.1, 4.7.4, 4.7.5, 4.7.6 and 4.7.7.

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

4.7.9.2.1 projected availability of clinical courses for the period under consideration;

4.7.9.2.2 qualifications as specified in the hiring criteria;

4.7.9.2.3 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;

4.7.9.2.4 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;

4.7.9.2.5 continuing part-time clinical appointments may commence and/or be renewed in the Fall, Winter or Spring semester.

4.7.9.3 Number of hours per contract:

4.7.9.3.1 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.

- 4.7.10 Eligibility for benefits as per Article 13.8.3 shall begin immediately upon commencement of the appointment to a continuing part-time or continuing part-time clinical contract.
 - 4.7.10.1 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.
 - 4.7.10.2 The total cost of benefits premiums for benefits identified in Article 13.8.3 shall be shared between the Board and continuing part-time and continuing part-time clinical employees as stated in Article 13.8.5.1.
 - 4.7.10.3 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.
- 4.7.11 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 10.3.2.
- 4.7.12 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 10.15. These contracts shall be treated as separate part-time contracts for the purposes of compensation.
- 4.7.13 A continuing part-time or continuing part-time clinical contract can be terminated under any one of the following conditions:
 - 4.7.13.1 by the College or the employee providing eight (8) weeks' notice in writing with reasons;
 - 4.7.13.2 by mutual agreement at any time.

4.8 **Termination of Tenurable and Conditional Tenurable Employees**

- 4.8.1 Either the Board or an employee may terminate the employee's appointment during the probationary period or the conditional tenurable appointment by written notice of termination specifying the reasons in full.
- 4.8.2 The Dean/Director, in consultation with the appropriate Chair, shall recommend the termination of the employee's appointment to the appropriate Vice-President.
- 4.8.3 Notice of termination to an employee in the first year after the initial appointment 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 12.4) in lieu of notice.
- 4.8.4 Notice of termination to an employee in the second year after the initial appointment 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 12.4) in lieu of notice.
- 4.8.5 Notice of termination to an employee in the third year after the initial appointment 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 12.4) in lieu of notice.
- 4.8.6 Notice of termination to an employee in the fourth or subsequent year after the initial appointment shall be given no later than 31 December. The employee shall receive four (4) months' notice or four (4) months' annual salary and accrued vacation pay (as specified in Article 12.4) in lieu of notice.

- 4.8.7 If an employee is not notified of the termination of employment as specified in Articles 4.8.1 and 4.8.3 or 4.8.4 or 4.8.5 or 4.8.6, that employee shall be considered to be appointed for the subsequent semester.
- 4.8.8 Pursuant to Article 4.8.1 an employee may terminate employment by giving notice to the Board no later than 15 March.
- 4.8.9 A probationary appointment may be terminated by mutual consent at any time.

4.9 **Termination of Tenured Employees**

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

- 4.9.1 At any time by mutual consent;
- 4.9.2 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;
- 4.9.3 Upon the employee being declared redundant pursuant to Article 4.10.1;
- 4.9.4 Dismissal for just cause pursuant to Article 4.11.

4.10 **Redundancy, Compensation and Recall of Tenured Employees**

- 4.10.1 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.
- 4.10.2 In determining which employee will be declared redundant within an academic unit, 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.
- 4.10.3 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 four (4) months' annual salary and accrued vacation pay (as specified in Article 12.4) in lieu of notice.
- 4.10.4 An employee declared redundant shall be compensated within sixty (60) days of the last day of service in the following manner:
 - 4.10.4.1 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.
 - 4.10.4.2 an employee who has more than five (5) years of service at Mount Royal College shall receive the amount specified in Article 4.10.4.1 and the sum equivalent to 0.7 months of pay for every year or portion thereof of service beyond five (5) years. The maximum compensation under Article 4.10.4 may not exceed twenty-five (25) months.
- 4.10.5 If within a three (3) year period after which the employee's appointment was terminated pursuant to Article 4.10.1, 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.

4.10.6 An employee declared redundant shall have the right to appeal such redundancy according to Article 17 of the Agreement.

4.11 **Suspension and Dismissal**

4.11.1 Notwithstanding anything herein otherwise contained:

4.11.1.1 the President or designate may summarily suspend, and

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

4.11.2 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.

4.11.3 An employee receiving notice of dismissal or suspension shall have the right to appeal such dismissal or suspension according to Article 17 of the Agreement.

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

ARTICLE 5 – TENURE AND PROMOTION SYSTEMS

5.1 **Transition to the New Tenure System** (effective until December 2012, at which time only Tenure System II shall apply)

5.1.1 During transition to the system of academic rank and promotion stipulated in this Collective Agreement there shall be two distinct tenure processes, referred to as Tenure System I and Tenure System II.

Tenure System I

5.1.2 Effective July 1, 2009, Tenure System I refers to the former tenure process outlined in Article 5.2.

5.1.3 Tenure System I shall apply to all tenurable employees whose tenurable appointment commenced prior to 1 July 2009.

5.1.4 Employees whose tenurable appointment commenced between 1 July 2009 and 31 August 2009, inclusive, may apply to the Faculty Tenure Committee by 15 September 2009 to have two years of term-certain appointment at Mount Royal credited towards their probationary period under Tenure System I.

5.1.4.1 If the Faculty Tenure Committee grants full or partial credit towards the probationary period for the period[s] of term-certain appointment, then the employee's tenurable appointment shall be deemed to have commenced prior to 1 July 2009 and Tenure System I shall apply.

5.1.4.2 If the Faculty Tenure Committee grants no credit towards the probationary period for the period[s] of term-certain appointment, then the employee's tenurable appointment shall be deemed to have commenced on or after 1 July 2009 and Tenure System II shall apply.

5.1.4.3 The Faculty Tenure Committee shall notify applicants, in writing, by 31 October 2009 of the credit granted towards their probationary period and of the tenure system that shall apply.

5.1.5 Effective January 1, 2013, all remaining work of the Faculty Tenure Committee under Tenure System I shall be transferred to the Institutional Tenure and Promotion Committee of Tenure System II and the Faculty Tenure Committee shall cease to exist.

Tenure System II

- 5.1.6 Effective July 1, 2009, Tenure System II refers to the new tenure process outlined in Articles 5.3 to 5.5 and Article 6 of this Collective Agreement.
- 5.1.7 Tenure System II shall apply to all employees whose tenurable appointment commenced on or after July 1, 2009, with the exception of those to whom Article 5.1.4.1 applies.

5.2 Tenure System I (effective until December 2012, at which time only Tenure System II shall apply)

- 5.2.1 Tenure System I shall be the tenure process and criteria specified in the Faculty Tenure Committee Brochure dated August 2009. The "Chair/Supervisor and Tenured Faculty Annual Evaluation [FTC Form 103]", the "Annual Evaluation for Academic Areas, Counselling, Library [FTC Form 103]" and the "Department Final Evaluation and Recommendation [memorandum]" may be prepared either by the tenured peers in the academic unit or by an elected academic unit Tenure and Promotion Committee, as defined in Article 5.3. The Faculty Tenure Committee shall use the criteria specified in its brochure dated August 2009 in evaluating applications for tenure and in formulating its recommendations to the Board of Governors.
- 5.2.2 Subject to the provisions of Article 5.2.3, 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.
- 5.2.3 A tenurable employee may elect to extend the initial probationary period (of at least thirty-six (36) months) for twelve months subject to the following provisions:
 - 5.2.3.1 The employee shall remain in the same work pattern identified in the letter of appointment;
 - 5.2.3.2 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 14 June of the third probationary year that she/he is applying to extend the probationary period for one year.
- 5.2.4 All tenurable employees who have elected to extend the probationary period as outlined in Article 5.2.3 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.
- 5.2.5 The Faculty Tenure Committee may, for special reasons, entertain application for tenure from an employee prior to the fourth year of tenurable employment.
- 5.2.6 The Faculty Tenure Committee shall consist of:
 - 5.2.6.1 two (2) tenured members of the Association, elected by the Association;
 - 5.2.6.2 the President of the College;
 - 5.2.6.3 the Provost and Vice-President, Academic;
 - 5.2.6.4 one (1) person designated by the President of the College, who is acceptable to the three other members of the committee.
 - 5.2.6.5 the Association and the Board each shall name one standing proxy to replace members unable to attend for good reason.

- 5.2.7 An applicant for tenure:
- 5.2.7.1 shall be provided with copies of all documents submitted to the Faculty Tenure Committee pertaining to such application;
 - 5.2.7.2 shall be provided such copies no less than seventy-two (72) hours prior to any meeting with the committee, and
 - 5.2.7.3 shall have the right to appear before the committee prior to its decision.
- 5.2.8 Following final review, the Faculty Tenure Committee shall recommend to the Board that the employee:
- 5.2.8.1 be granted tenure; or
 - 5.2.8.2 be released; or
 - 5.2.8.3 receive an appointment of a further probationary period, no longer than an additional year.
- 5.2.9 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 5.2.8 above.
- 5.2.10 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 5.2.8.3.
- 5.2.11 If the Board recommends the release of an employee as set forth in Article 5.2.8.2, 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 12.4.

5.3 Academic Unit Tenure and Promotion Committee (for Tenure System II)

- 5.3.1 There shall be a Tenure and Promotion Committee, hereafter referred to as the TPC, in each academic unit.
- 5.3.2 The TPC shall conduct annual and mid-term tenure evaluations of tenurable employees in the academic unit and shall make recommendations on applications for tenure and promotion from the academic unit in accordance with the processes outlined in this Collective Agreement.
- 5.3.3 The TPC shall elect a committee chair annually.
- 5.3.4 The quorum for all meetings shall be two-thirds of the membership, including the chair.
- 5.3.5 Where there are six (6) or fewer tenured members in an academic unit, exclusive of the Chair and tenured members on leave, the TPC shall be composed of the Chair, the tenured members not on leave, and, where necessary, tenured members of cognate disciplines appointed by the Dean/Director, in consultation with the Chair, to bring the total membership to five (5).
- 5.3.6 Where there are more than six (6) tenured members in an academic unit, exclusive of the Chair and tenured members on leave, the unit is eligible to decide whether its TPC shall be composed of the Chair and the tenured members not on leave or shall be elected as outlined in Article 5.3.9.
- 5.3.7 Each eligible academic unit shall decide no later than 31 August by secret ballot whether or not to elect its TPC. All tenured members are eligible to vote.
- 5.3.7.1 After an initial vote not to elect the TPC, any tenured member of the academic unit may request in a subsequent year that a ballot on whether or not to elect the TPC be held.

5.3.8 An elected TPC shall be established for a minimum of three (3) years.

5.3.8.1 After the initial three-year period, any tenured member of the academic unit may request that a ballot be held as outlined in Article 5.3.7. If a majority votes against an elected TPC, the TPC shall be constituted as specified in Article 5.3.5.

5.3.9 An elected TPC shall be composed of the Chair of the academic unit and a minimum of four (4) tenured members, with one (1) tenured alternate, elected by secret ballot no later than 30 September.

5.3.9.1 The Chair, in consultation with the tenured members of the academic unit and the Dean/Director, may increase the number of elected tenured members to six (6) or eight (8).

5.3.9.2 The Chair, following consultation with the tenured members of the academic unit, may, in consultation with the Dean/Director, structure an election so that all disciplines or programs in the academic unit are adequately represented on the committee.

5.3.9.3 In the first year of an elected TPC, the terms of elected members and the number required for quorum for committees with four (4), six (6) or eight (8) elected members shall be as follows:

Size of committee, including Chair	5	7	9
Number of elected committee members	4	6	8
Number elected for a three-year term	2	2	3
Number elected for a two-year term	1	2	3
Number elected for a one-year term	1	2	2
Number of alternates elected for a three-year term	1	1	1
Number required for quorum	4	5	6

5.3.9.4 In the second and subsequent years of an elected TPC, members or the alternate who have completed their term shall be replaced for three-year terms and members or the alternate who have resigned shall be replaced for the remainder of their terms.

5.3.9.5 The number of votes received or another method established by the Chair, in consultation with the tenured members of the academic unit and the Dean/Director, shall be used to assign terms to members and to determine the alternate.

5.3.10 Members and alternates serving in their first year on a TPC shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and Human Resources during September and October. Workshop topics shall include responsibilities of committee members, the general criteria for tenure and promotion specified in this Agreement and the detailed criteria approved by General Faculties Council, congruence of scholarship expectations with the teaching loads and resources available for research at an undergraduate university, the need for flexibility in assessing and weighting a candidate's performance, and the principles of due process and natural justice.

A new member or alternate who does not attend one of these workshops normally shall not be eligible to sit on the committee until the following year. Exceptions, based on a reasonable explanation presented by a member, may be approved by the committee chair.

5.4 **The Institutional Tenure and Promotion Committee** (for Tenure System II)

5.4.1 The Institutional Tenure and Promotion Committee, hereafter referred to as the ITPC, shall receive recommendations on applications for tenure and promotion from academic units' Tenure and Promotion Committees and Deans/Directors, and shall make recommendations to the President in accordance with the processes outlined in this Collective Agreement.

5.4.2 The ITPC shall be composed of:

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

5.4.2.2 one (1) representative and one (1) alternate, both of whom shall be tenured, from each Faculty, School, or academic unit represented by a Faculty Council, elected for overlapping three-year terms. The alternate shall serve as a replacement at any meeting which the representative is unable to attend for good reason.

Elections shall be jointly administered by the College and the Association as follows:

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

5.4.2.2.2 The election shall be by secret paper ballot held at the same time as the annual election of councillors to the General Faculties Council and using the same list of eligible voters.

5.4.2.3 one tenured member of the Association elected for a three-year term by the Association.

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

5.4.4 The chair shall only vote to break a tie.

5.4.5 Members and alternates serving in their first year on the ITPC shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and Human Resources during September and October. Workshop topics shall include responsibilities of committee members, the general criteria for tenure and promotion specified in this Agreement and the detailed criteria approved by General Faculties Council, congruence of scholarship expectations with the teaching loads and resources available for research at an undergraduate university, the need for flexibility in assessing and weighting a candidate's performance, and the principles of due process and natural justice.

A new member or alternate who does not attend one of these workshops normally shall not be eligible to sit on the committee until the following year. Exceptions, based on a reasonable explanation presented by a member, may be approved by the committee chair.

5.5 Principles Governing Tenure and Promotion Committees (for Tenure System II)

5.5.1 In formulating a committee's recommendation on an application for tenure or promotion, members shall rate the candidate's performance as "does not meet the standard", "meets the standard" or "exceeds the standard" in each of the areas of teaching, service and, where applicable, scholarship.

5.5.2 All committee deliberations shall be strictly confidential. Candidates shall communicate with a committee only through the committee chair. Committee members shall not discuss an application with any persons outside the committee.

5.5.3 For the purposes of this article, conflict of interest means that it may be difficult for a committee member to render an unbiased judgment on the candidate's application. This conflict may arise as a result of a professional or personal relationship and/or competing loyalties between the committee member and the candidate. Apprehension of bias means that a reasonable and informed person, with knowledge of all the relevant circumstances, viewing the matter realistically and practically, would conclude that a conflict of interest might exist between a committee member and the candidate.

An actual or perceived conflict of interest does not necessarily preclude participation by the member in the deliberations and recommendation on the candidate's application, but it does require formal disclosure in writing and a decision on the member's participation. The decision shall be made by the Dean/Director in the case of an academic unit's Tenure and Promotion Committee and by the President in the case of the Institutional Tenure and Promotion Committee.

5.5.3.1 Conflict of interest is not limited to tenure and promotion recommendations and applies to all work of a committee. An actual or perceived conflict of interest must be disclosed and a decision made on the member's participation prior to the committee commencing consideration of an application.

- 5.5.3.2 A member of a committee may declare a conflict of interest and withdraw from consideration of an application. Where possible, the member shall be replaced by an alternate for the consideration of this application.
- 5.5.3.3 The candidate may request in writing to the Dean/Director or the President, as appropriate, that a committee member be removed for conflict of interest.
- 5.5.3.4 Any member of a committee may raise an apprehension of bias concerning either themselves or another member of the committee. After discussion by the entire committee, the committee chair may present the case in writing to the Dean/Director or the President, as appropriate, for a decision.
- 5.5.3.5 The decision of the Dean/Director or President, as appropriate, on whether a conflict of interest exists shall be final. If the Dean/Director or President determines that a conflict of interest exists for a committee member in the consideration of an application, then the Dean/Director or President shall remove the member from the committee for consideration of this application. Where possible, the member shall be replaced by an alternate.

ARTICLE 6 – TENURE (for Tenure System II)

6.1 The Meaning of Tenure

Tenure refers to a permanent appointment. Tenure represents a major commitment between the institution and the employee. Tenure carries with it a significant responsibility for the employee, including the obligation to continue to perform at a high level of professionalism. Pursuant to Article 4.9, termination of a tenured appointment may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause.

6.2 Criteria for Tenure

6.2.1 Tenure recommendations and decisions shall be made on the basis of meeting or exceeding the established standards during the probationary period and any years credited towards the probationary period and of clear promise of continuing intellectual and professional development as demonstrated by the following general criteria:

- i. evidence of effective teaching;
- ii. evidence of scholarship, where applicable;
- iii. evidence of service; and
- iv. evidence that the duties have been carried out in a responsible and professional manner.

6.2.2 Tenure recommendations and decisions shall be based solely on the general criteria in this article, the Addendum on Teaching, Scholarship and Service, and detailed criteria developed according to the MOU Regarding Implementation of a Rank and Promotion System at Mount Royal, and shall be made in accordance with the Tenure and Promotion Guidelines on the date of commencement of appointment.

6.3 Probationary Period

6.3.1 Initial tenurable appointments shall normally be for a probationary period of five (5) years commencing 15 August. If the tenurable appointment commenced prior to 15 August, the probationary period shall be extended by the period between the commencement date and 15 August.

6.3.2 During the probationary period, a tenurable employee's performance shall be evaluated using the criteria outlined in Article 6.2.

6.3.3 Annual evaluations of tenurable employees shall be conducted in conformity with the requirements of Article 6.4.

6.3.4 A tenurable employee shall normally have a mid-term tenure evaluation in the third probationary year

conducted as outlined in Article 6.5.

6.3.5 A tenurable employee shall normally be a candidate for tenure in the fifth probationary year.

6.3.6 During the probationary period, the employee shall remain in the same work pattern identified in the letter of appointment.

6.3.7 Years credited towards the Probationary Period.

6.3.7.1 Tenurable employees who have two or more years of tenurable service at an AUCC accredited, or equivalent, institution may apply by 15 December of their first probationary year to have two years credited towards their probationary period at Mount Royal. The application shall be submitted to the TPC of the employee's academic unit and shall include annual evaluations of teaching, service, and, where applicable, scholarship.

6.3.7.2 Limited-term, previous term-certain, or conditional tenurable employees subsequently appointed as tenurable employees may apply to have one or two years of limited-term, previous term-certain or conditional tenurable appointment at Mount Royal credited towards their probationary period, as outlined in 6.3.7.1.

6.3.7.3 Applications for credit towards the probationary period shall be assessed by the TPC and its recommendation, including the reasons for supporting or rejecting the application, shall be conveyed in writing to the Dean/Director. The Dean/Director shall forward the TPC recommendation, along with his/her own written recommendation, to the ITPC no later than 31 January of the first probationary year. The ITPC shall meet and render a decision in writing on the granting of credit towards the probationary period no later than 1 March. The decision of the ITPC with respect to granting of credit towards the probationary period shall be final.

6.3.7.4 When one or two years of credit are granted towards the probationary period there will be no mid-term tenure evaluation.

6.3.8 Unless otherwise stated in a letter of leave approval, periods of six (6) months or longer on any of the leaves listed below normally will not be credited towards the probationary period. Leaves totalling six (6) months to eighteen (18) months shall extend the probationary period by one (1) year. Leaves totalling eighteen (18) to thirty (30) months shall extend the probationary period by two (2) years. This provision applies to the following leaves:

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

6.4 Annual Tenure Evaluation

6.4.1 An annual tenure evaluation shall be conducted in the first, second, and fourth probationary years by the academic unit's TPC. The evaluation shall be an assessment of the employee's overall progress towards fulfilling the criteria for the granting of tenure.

6.4.2 The responsibility for maintaining a cumulative tenure dossier rests with the employee. The employee shall assemble annually an updated tenure dossier containing evidence of achievements in teaching, service, and, where applicable, scholarship. The tenure dossier shall include, but not be limited to:

- the letter of appointment;
- current curriculum vitae;

- a scholarship plan, where applicable;
- teaching assessments, including student and peer evaluations;
- the employee's Annual Reports as stipulated in Article 19.1.1;
- previous years' annual tenure evaluation reports;
- the mid-term tenure evaluation report, when completed;
- the employee's responses, if any, to teaching assessments and/or annual and mid-term tenure evaluation reports, and any letters giving reasons why assessments were not conducted;
- any material, including record of disciplinary action against the employee, which is placed in the dossier because it bears on his or her progress towards fulfilling the criteria for the granting of tenure.

6.4.3 The employee shall submit the complete tenure dossier to the chair of the TPC by 30 April.

6.4.4 Where the TPC is elected as outlined in Article 5.3.9, all tenured members of the academic unit may provide feedback, in writing, on the performance of the employee with respect to the tenure criteria. The chair of the TPC shall make the dossier available to the tenured members of the academic unit for review on 30 April. Written feedback must be submitted to the TPC within five working days.

6.4.5 The TPC shall meet to consider the tenure dossier and written feedback from tenured members of the academic unit. The TPC shall evaluate the employee's performance using the criteria outlined in Article 6.2 and shall prepare a draft annual evaluation report. A summary of written feedback received from tenured members of the academic unit shall be incorporated into the draft annual evaluation report.

6.4.6 By the end of the third week in May, the TPC shall provide the employee with the draft annual evaluation report. The report shall be provided no less than three working days prior to the meeting with the employee.

6.4.7 The TPC shall meet with the employee to discuss the draft annual evaluation report. The employee shall have the right to submit additional written information to address any issues or concerns raised by the TPC. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.

6.4.8 The TPC shall then prepare the final annual evaluation report. Any dissenting opinions from committee members shall be attached to the report.

6.4.9 No later than three working days before 14 June, the chair of the TPC shall provide the employee with the final annual evaluation report. The employee shall have the right to respond in writing to the chair of the TPC. Any response shall be added to the tenure dossier by the employee along with the annual evaluation report by 14 June.

6.4.10 The TPC may recommend that the Dean/Director or Associate Dean meet with the employee to discuss concerns related to the employee's overall progress towards fulfilling the criteria for the granting of tenure. When such a recommendation is made:

6.4.10.1 By 14 June, the chair of the TPC shall forward to the Dean/Director or Associate Dean the tenure dossier, containing the current year's annual evaluation report and any response from the employee.

6.4.10.2 The Dean/Director or Associate Dean shall meet with the employee no later than 31 August, but not during the vacation period stipulated in Article 12, in order to address the concerns raised by the TPC.

6.4.10.3 The Dean/Director or Associate Dean shall prepare a written report of the meeting, outlining the concerns raised and the actions, if any, to be taken to address them. The report shall be placed in the tenure dossier. The employee shall have the right to respond to the report, in writing, and any response shall be included in the tenure dossier.

6.5 Mid-Term Tenure Evaluation

- 6.5.1 The TPC and the Dean/Director shall conduct a comprehensive mid-term evaluation of the tenurable employee's progress towards fulfilling the criteria for the granting of tenure after the completion of the winter semester of the third probationary year. The evaluation shall be based on the materials in the employee's tenure dossier, with a focus on the documents produced in the third probationary year and on the annual evaluation reports for the first and second probationary years.
- 6.5.2 The tenurable employee shall submit the complete tenure dossier to the chair of the TPC by 30 April.
- 6.5.3 The TPC shall meet to consider the tenure dossier. The TPC shall evaluate the tenurable employee's performance using the criteria outlined in Article 6.2 and shall prepare a draft mid-term evaluation report.
- 6.5.4 By 15 May, where the TPC is elected as outlined in Article 5.3.9, the TPC shall make the draft mid-term evaluation report available to all tenured members of the academic unit for review and written feedback. Written feedback must be submitted to the TPC within five working days.
- 6.5.5 The TPC shall consider all written feedback from tenured members of the academic unit in revising the draft mid-term evaluation report. A summary of written feedback received from tenured members of the academic unit shall be incorporated into the draft mid-term evaluation report.
- 6.5.6 By 1 June, the TPC shall provide the tenurable employee with the draft mid-term evaluation report. The report shall be provided no less than three working days prior to the meeting with the tenurable employee.
- 6.5.7 The TPC shall meet with the tenurable employee to discuss the draft mid-term evaluation report. The tenurable employee shall have the right to submit additional written information to address any issues or concerns raised by the TPC. The tenurable employee may be accompanied at this meeting by a tenured colleague as an observer for support.
- 6.5.8 The TPC shall then prepare the final mid-term evaluation report. Any dissenting opinions from committee members shall be attached to the report.
- 6.5.9 No later than three working days before 14 June, the chair of the TPC shall provide the tenurable employee with the final mid-term evaluation report. The tenurable employee shall have the right to respond in writing to the chair of the TPC. Any response shall be added to the tenure dossier by the employee along with the mid-term evaluation report by 14 June.
- 6.5.10 By 14 June, the chair of the TPC shall forward to the Dean/Director the tenure dossier, containing the TPC's mid-term evaluation report and any response from the tenurable employee.
 - 6.5.10.1 By 15 September, the Dean/Director shall advise the tenurable employee in writing whether or not his/her progress towards tenure is satisfactory.
 - 6.5.10.2 If the progress towards tenure is deemed unsatisfactory, the Dean/Director, where appropriate, shall, in consultation with the Chair of the academic unit, recommend remedial measures and shall meet with the tenurable employee and the Chair no later than 30 September to discuss the tenurable employee's progress towards tenure.
- 6.5.11 The mid-term tenure evaluation ends once the Dean's/Director's review has been completed.

6.6 Application for Tenure

- 6.6.1 Subject to the provisions of Article 6.6.4, all tenurable employees shall be candidates for tenure on 15 January of the fifth probationary year.
- 6.6.2 By 15 January, the Chair of the academic unit shall submit the names of all employees in the academic unit who are candidates for tenure to the ITPC.

- 6.6.3 By 1 February, the candidate, with the assistance of the Chair of the academic unit, shall submit the tenure dossier containing all the required information normally covering nine (9) semesters to the chair of the TPC, and shall advise the President of the Mount Royal Faculty Association of the application for tenure.
- 6.6.4 A tenurable employee may elect to extend the probationary period as described in Article 6.3 for one year, subject to the following provisions:
 - 6.6.4.1 The employee has not previously elected to extend the probationary period.
 - 6.6.4.2 The employee has not been granted an additional probationary year as provided for in Article 6.8.2.3.
 - 6.6.4.3 The employee shall remain in the same work pattern identified in the letter of appointment.
 - 6.6.4.4 The employee shall notify the Chair of the academic unit and the President of the Mount Royal Faculty Association, after receipt of the annual tenure evaluation report for the fourth probationary year and no later than 30 September of the fifth probationary year that he/she is electing to extend the probationary period for one year.
 - 6.6.4.5 All tenurable employees who elect to extend the probationary period for one year shall be candidates for tenure on 15 January of the sixth probationary year. Application for tenure shall be as outlined in Articles 6.6.2 and 6.6.3, with the exception that the tenure dossier will normally contain all the required information covering eleven (11) semesters.

6.7 Final Tenure Review and Recommendation from the TPC and the Dean/Director to the ITPC

- 6.7.1 By 15 February of the final probationary year, the TPC shall meet with the candidate to discuss the tenure dossier and the candidate's progress towards fulfilling the criteria for the granting of tenure.
- 6.7.2 The TPC shall prepare a draft tenure review and recommendation to the ITPC, based on the materials in the candidate's dossier and using the criteria outlined in Article 6.2.
- 6.7.3 By 1 March, the TPC shall make the draft tenure review and recommendation available to all tenured members of the academic unit for review and written feedback. Written feedback must be submitted to the TPC within five working days.
- 6.7.4 The TPC shall consider all written feedback from tenured members of the academic unit in revising the draft tenure review and recommendation. The TPC may, if necessary, meet with the tenured members of the academic unit to discuss any issues or concerns raised. The TPC shall incorporate a summary of the written feedback received from tenured members of the academic unit into the draft tenure review and recommendation.
- 6.7.5 By 15 March, the TPC shall provide the candidate with the draft tenure review and recommendation. The draft shall be provided no less than three working days prior to the meeting with the candidate.
- 6.7.6 The TPC shall meet with the candidate to discuss the draft tenure review and recommendation. The candidate shall have the right to submit additional written information to address any issues or concerns raised by the TPC. The candidate may be accompanied at this meeting by a tenured colleague as an observer for support.
- 6.7.7 The TPC shall then prepare the final tenure review and recommendation to the ITPC. Where possible, decisions shall be reached by consensus and, if not possible, by a simple majority vote. Any dissenting opinions from committee members shall be attached to the majority report.
- 6.7.8 No later than three working days before 31 March, the chair of the TPC shall provide the candidate with the final tenure review and recommendation. The candidate shall have the right to respond in writing to the chair of the TPC. Any response shall be added to the tenure dossier by the employee along with the final tenure review and recommendation.

- 6.7.9 By 31 March, the chair of the TPC shall forward to the Dean/Director the tenure dossier, containing the TPC's final tenure review and recommendation and any response from the candidate.
- 6.7.10 By 15 April, the Dean/Director shall write a final tenure review and recommendation to the ITPC which shall be transmitted to the candidate and the candidate's Chair.
- 6.7.11 Within three working days of receiving the Dean/Director's final tenure review and recommendation, the candidate shall include it in the tenure dossier and shall forward the cumulative dossier to the secretary of the ITPC.

6.8 ITPC Procedures for Tenure

- 6.8.1 The ITPC shall review the tenure dossier using the criteria outlined in Article 6.2 and according to the procedures to be developed pursuant to the Memorandum of Understanding Regarding Implementation of a Rank and Promotion System at Mount Royal.
- 6.8.2 Following final review, the ITPC shall recommend to the President that the employee:
 - 6.8.2.1 be granted tenure and be promoted to the rank of Associate Professor; or
 - 6.8.2.2 be released; or
 - 6.8.2.3 be granted one additional probationary year, provided that the employee has not previously elected to extend the probationary period
- 6.8.3 By 14 June of the year of application, the employee shall be advised in writing, with reasons, of the recommendation of the ITPC as set forth in Article 6.8.2 above and of the decision of the President .
- 6.8.4 An employee who has been granted an additional probationary year as specified in Article 6.8.2.3 shall apply again for tenure by the date specified by the ITPC in its recommendation to the President. The application shall be reviewed according to the procedures for an additional probationary year to be developed pursuant to the Memorandum of Understanding Regarding Implementation of a Rank and Promotion System at Mount Royal. Article 6.8.2, except for 6.8.2.3, Article 6.8.3 and Article 6.8.5 shall apply.
- 6.8.5 If the President decides to release an employee as set forth in Article 6.8.2.2, such termination shall be effective by 15 June of the appropriate year of application.

Upon termination, that employee shall receive the sum of four (4) months' annual salary and accrued vacation pay as specified in Article 12.4.

6.9 Appeal of Denial of Tenure

- 6.9.1 Within ten (10) working days of receiving notice of termination as set forth in Article 6.8.2.2, the employee may file a denial of tenure grievance.
- 6.9.2 A denial of tenure grievance shall proceed directly to Step 3 of the grievance procedure specified in Article 17. The Grievance Committee shall consist of two nominees of the Board and two nominees of the Association.
- 6.9.3 Failing resolution at Step 4, the grievance shall proceed directly to Step 5.

ARTICLE 7 – PROMOTION

- 7.1 Promotion to the Rank of Assistant Professor

- 7.1.1 Promotion from the rank of Lecturer to the rank of Assistant Professor shall be automatic upon attainment of the required academic credential or its equivalent, as stipulated in Article 4.2.3.2.
- 7.2 Promotion to the Rank of Associate Professor
 - 7.2.1 Promotion from the rank of Assistant Professor to the rank of Associate Professor shall occur upon the granting of tenure, as stipulated in Article 6.8.2.1.
- 7.3 Promotion to the Rank of Professor (shall not apply during the term of this agreement)
 - 7.3.1 The detailed criteria and standards for promotion to the rank of Professor developed pursuant to the Memorandum of Understanding Regarding Promotion to the Rank of Professor shall be considered for inclusion in the Collective Agreement effective 1 July 2010.
 - 7.3.2 Recommendations and decisions on promotion from the rank of Associate Professor to the rank of Professor shall be made on the basis of meeting or exceeding standards and criteria to be developed as specified in the Memorandum of Understanding Regarding Promotion to the Rank of Professor.
 - 7.3.3 The Tenure and Promotion Committees of academic units and the Institutional Tenure and Promotion Committee shall make recommendations on applications for promotion to the rank of Professor.

ARTICLE 8 - HALF-TIME TENURED EMPLOYMENT

- 8.1 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.
- 8.2 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.
- 8.3 **Application Procedure and Term of Appointment**
 - 8.3.1 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.
 - 8.3.1.1 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.
 - 8.3.1.2 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.
 - 8.3.2 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.
 - 8.3.3 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.
- 8.4 **Workload**
 - 8.4.1 The workload of a half-time tenured employee shall be assigned as per Pattern A or Pattern B and shall include:
 - 8.4.1.1 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.

8.4.1.2 Pattern B - a workload which, as much as possible, is half the normal workload prescribed in Article 11 throughout the academic year.

8.4.2 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.

8.5 **Salary**

8.5.1 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.

8.5.2 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.

8.5.3 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).

8.5.4 A half-time tenured employee shall receive any negotiated changes to the salary schedule grid step on which that employee's salary is based.

8.6 **Benefits and Insurance**

8.6.1 A half-time tenured employee working in accordance with Pattern A shall be eligible to have full coverage for Extended Health Care and Dental Care:

8.6.1.1 during the term of appointment with the cost sharing for premiums as stated in Article 13, and

8.6.1.2 during the period of the academic year outside the term of appointment provided the employee pays 100% of the premium costs (as per Article 14.9.3 re leave without pay).

8.6.2 A half-time tenured employee working in accordance with Pattern B shall be eligible to have full coverage for Extended Health Care and Dental Care during the entire academic year provided that the premium costs to the Board are 50% of those stated in Article 13.

8.6.3 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.

8.6.4 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.

8.7 **Vacation and Holidays**

8.7.1 A half-time tenured employee working in accordance with Pattern A:

8.7.1.1 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;

8.7.1.2 shall be entitled to those holidays described in Article 12 which fall within the period of appointment. Holidays falling outside the period of appointment shall not be paid holidays.

8.7.2 A half-time tenured employee working in accordance with Pattern B shall be entitled to the vacation and holidays described in Article 12 and shall receive one half of that employee's salary on those days.

8.8 Leaves from the College

8.8.1 Entitlement to Parental leave (Article 14.1) shall continue during the term of appointment, except that the Board's obligation in Article 14.1.2.4 shall be reduced to 25% of regular salary for a maximum of three (3) months.

8.8.2 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.

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

ARTICLE 9 – PHASED RETIREMENT

9.1 Eligibility

9.1.1 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

9.1.2 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.

9.2 Application

9.2.1 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.

9.2.2 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.

9.2.3 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.

9.2.4 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.

9.2.5 The employee, after resignation, will return to the College on a half-time appointment following either pattern A or B as specified in Article 8.4. The appointment shall be for a term of one to three academic years.

9.2.6 Employees may continue to participate on committees and assume roles consistent with those of tenured faculty.

9.2.7 At the end of the appointment the employee is eligible to accept part-time employment under the provisions of Article 4.7 at the part-time salary schedule specified in Article 10.2.1.

9.3 **Work Patterns**

9.3.1 An employee participating in phased retirement shall remain in the same work pattern as at the time of application.

9.3.2 Workload shall be assigned as per Pattern A or Pattern B as specified in Article 8.4.

9.3.3 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.

9.3.4 Teaching-Service Pattern

9.3.4.1 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 11.4.1) per year of the appointment and will provide non-instructional service pro-rata pursuant to Article 11.7.

9.3.5 Teaching-Scholarship-Service Pattern

9.3.5.1 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 11.5.1) per year of the appointment and will provide non-instructional service pro-rata pursuant to Article 11.7.

9.4 **Salary**

9.4.1 The employee shall be paid salary in accordance with either Pattern A or Pattern B as specified in Articles 8.5.1 or 8.5.2.

9.4.2 The employee's salary shall be based on his or her placement on the faculty grid in Article 10.1.2 at the time of resignation. The employee shall not be eligible for movement on the faculty grid after the date of resignation.

9.5 **Benefits and Leaves**

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

9.5.2 The employee shall be eligible for benefits as specified in Article 13.8.3 and shall not have to meet the eligibility criteria outlined in Article 13.8.1.

9.5.3 The employee shall be eligible for List A as outlined in Article 11 and an amount equal to the prorated personal allotment of professional development funds.

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

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

9.6 **Vacation and Holidays**

9.6.1 The employee shall be eligible for vacation and holidays as outlined in Article 8.7.

ARTICLE 10 – SALARY SCHEDULES AND SALARY ADMINISTRATION

10.1 Full-time Employees

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

10.1.2 Full-time Employees

Salary Schedule effective July 1, 2009 – June 30, 2010

Step	Category A	Category B	Category C	Category D	Category E
1	52,322	57,926	62,311	64,194	67,359
2	54,200	60,016	64,372	66,242	69,427
3	56,499	62,518	66,874	68,745	71,977
4	58,773	65,015	69,373	71,241	74,531
5	61,043	67,519	71,874	73,744	77,080
6	63,320	70,018	74,372	76,244	79,627
7	65,594	72,520	76,874	78,744	82,176
8	67,867	75,018	79,375	81,244	84,725
9	70,143	77,517	81,873	83,745	87,275
10	72,418	80,020	84,373	86,249	89,825
11	75,069	82,908	87,306	89,189	92,831
12	78,078	86,246	90,653	92,555	96,288
13	83,002	91,193	95,655	97,577	101,436
14	85,907	94,386	99,003	100,993	104,986
15	88,485	97,218	101,974	104,023	108,136
20 Year LSI	90,255	99,163	104,014	106,104	110,299
25 Year LSI	92,061	101,147	106,095	108,227	112,505

10.1.3 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 5.2.6) 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.

10.1.4 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 category of appointment, rank, required academic credential, work pattern, and initial category and step placement of all newly hired full-time and limited-term faculty by September 1. This information shall be kept confidential in keeping with the requirements of F.O.I.P.

10.1.5 Long Service Increments

10.1.5.1 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).

10.1.5.2 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).

10.1.6 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.

10.2 Part-time Employees

10.2.1 (a) Hourly Rate Schedule effective July 1, 2009 – June 30, 2010 *

Part-time Employee	Step	Category A	Category B	Category C	Category D	Category E	
Instructor	1	100.27	103.28	106.38	109.56	112.88	
	2	104.32	107.42	110.64	113.95	117.38	
	3	108.50	111.72	115.07	118.51	122.08	
	4	112.84	116.19	119.68	123.25	126.97	
Librarian	1	34.24	35.27	36.34	37.44	38.54	
	2	35.62	36.69	37.79	38.93	40.09	
	3	37.04	38.16	39.29	40.48	41.69	
	4	38.52	39.69	40.86	42.10	43.36	
Counsellor and clinical instructor	1	57.10	58.81	60.56	62.38	64.25	
	2	59.37	61.16	62.98	64.87	66.83	
	3	61.75	63.59	65.50	67.47	69.50	
	4	64.23	66.14	68.12	70.18	72.28	
Credit Music Instructor	• One student	1	84.36	86.89	89.49	92.17	94.93
		2	87.72	90.37	93.08	95.86	98.74
		3	91.23	93.99	96.81	99.70	102.69
		4	94.89	97.75	100.69	103.69	106.80
	• 2 – 15 students	1	93.25	96.04	98.92	101.89	104.94
		2	96.97	99.90	102.87	105.96	109.14
		3	100.86	103.90	106.99	110.20	113.51
		4	104.89	108.06	111.28	114.61	118.06
	• Over 15 students	1	100.58	103.62	106.70	109.90	113.20
		2	104.61	107.74	110.96	114.29	117.73
		3	108.80	112.05	115.40	118.85	122.45
		4	113.16	116.53	120.02	123.61	127.35
Laboratory	1	44.80	46.16	47.54	48.97	50.42	
	2	46.60	48.01	49.44	50.94	52.43	
	3	48.46	49.94	51.43	52.98	54.54	
	4	50.41	51.94	53.49	55.10	56.73	

* 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.

10.2.1 (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).

10.2.2 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 5.2.6) 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.

10.2.3 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.

10.2.4 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.

10.2.5 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.

10.3 Salary Administration

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

10.3.1.1 administrative functions delegated by the Board;

10.3.1.2 special qualifications other than those described in Article 10.1.3 and 10.2.2;

10.3.1.3 other reasons deemed valid and approved by the Board.

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

10.3.3 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.

10.3.4 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.

10.3.5 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.

10.3.6 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 (4th) 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.

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

10.3.8 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.

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

10.3.10 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 11 - WORKLOAD

11.1 Assignment of Instructional Load for Full-time Instructors

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

11.2 Periods of Responsibility for Full-time Instructors

In any full year of this agreement the normal workload for full-time 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.

11.3 Work Patterns for Full-time and Limited-term Instructors

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

11.3.1.1 Teaching-Service Pattern - a full-time workload which includes the instructional load and service activities as outlined in Articles 11.4 and 11.7.

11.3.1.2 Teaching-Scholarship-Service Pattern - a full-time workload which includes the instructional load, scholarship and service activities as outlined in Articles 11.5 and 11.7.

11.3.2 For the purposes of performance review as outlined in Article 19, both work patterns shall be considered equivalent.

11.3.3 Subject to conditions outlined in Article 11.8.1, all full-time tenured instructors are eligible to move between the two work patterns.

11.3.4 Tenurable, conditional tenurable and limited-term instructors shall be appointed into a work pattern in accordance with Articles 4.3.9 and 4.3.13.

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

11.3.6 Conditional tenurable instructors shall not change their initial work pattern during the conditional tenurable appointment.

11.3.7 Limited-term instructors shall not change their initial work pattern during the period of appointment.

11.4 Teaching-Service Pattern

11.4.1 Full-time and limited-term 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 11.4.1.1 and 11.4.1.2.

11.4.1.1 Exceptions for instructional load above 528 scheduled instructional course hours require the prior approval of the full-time instructors and the Chair.

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

11.4.1.3 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.

11.4.2 Full-time and limited-term 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.

- 11.4.3 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.
- 11.4.4 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.
- 11.4.5 Instructors may be required to teach during the third term to meet their annual minimum instructional load, as specified in Article 11.4.1.
- 11.4.6 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.
- 11.4.7 Both exceptional amounts and the composition of the workload, as established in Articles 11.4.1, 11.4.2, 11.4.4, 11.6 and 11.9, shall be grievable pursuant to Article 11.12.

11.5 Teaching-Scholarship-Service Pattern

- 11.5.1 Full-time and limited-term 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 11.5.1.1 and 11.5.1.2.
 - 11.5.1.1 Exceptions for instructional load above 336 scheduled instructional course hours require the prior approval of the full-time instructors and the Chair.
 - 11.5.1.2 Exceptions for instructional load below 240 scheduled instructional course hours require the prior approval of the Dean/Director.
 - 11.5.1.3 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.
- 11.5.2 Full-time and limited-term 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.
- 11.5.3 Full-time and limited-term 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.
- 11.5.4 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.
- 11.5.5 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.
- 11.5.6 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.
- 11.5.7 Instructors may be required to teach during the third term to meet their annual minimum instructional load,

as specified in Article 11.5.1.

11.5.8 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.

11.5.9 Both exceptional amounts and the composition of the workload, as established in Articles 11.5.1, 11.5.2, 11.5.6, 11.6 and 11.9, shall be grievable pursuant to Article 11.12.

11.6 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:

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

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.

11.7 Service Activities for Full-time and Limited-term Instructors

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

11.8 Changing Work Patterns

11.8.1 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.

11.9 Activities Eligible for Reassigned Time for Faculty

11.9.1 Full-time and limited-term 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 (1st) 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.

11.9.1.1 The maximum reassigned time available for an individual full-time or limited-term 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.

11.9.1.2 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 technologies
- Chair of Academic Program and Policy Committee

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

11.9.1.4 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.

11.9.1.5 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 15.6.1.

11.9.2 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 15th annually. The report shall detail the number of applications accepted and denied.

11.10 Workload of Counsellors, Educational Developers and Librarians

11.10.1 Workload of Counsellors

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

11.10.2 Workload of Educational Developers

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

11.10.3 Workload of Librarians

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

11.10.4 Work Patterns of Counsellors, Educational Developers and Librarians

11.10.4.1 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 11.4.

11.10.4.2A 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 11.5. Scheduled duties shall be arranged so that there is sufficient time for the pursuit of scholarship.

11.10.4.3 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.

11.10.4.4 The provisions of Articles 11.3.2 to 11.3.7, 11.5.4 and 11.8.1 governing appointment to and moving between work patterns shall apply to counsellors, educational developers and librarians.

11.10.5 Counsellors, educational developers and librarians are eligible for reassigned time as outlined in Article 11.9.

11.10.6 The composition of the workload as established in Articles 11.10.1 to 11.10.5 shall be grievable pursuant to Article 11.12.

11.11 **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.

11.12 **Workload Appeal Procedure**

11.12.1 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.

11.12.2 Appeal Committee

11.12.2.1 Membership:

The appeal committee shall consist of:

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

11.12.2.1.2 a nominee named by the Association;

11.12.2.1.3 two (2) nominees named by the Board;

11.12.2.1.4 the Committee shall elect its own chair.

11.12.2.2 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.

11.12.2.3 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.

11.12.2.3.1 Membership:

The tribunal shall consist of the following:

11.12.2.3.1.1 a nominee of the Association;

11.12.2.3.1.2 a nominee of the Board;

11.12.2.3.1.3 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.

11.12.2.3.2 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.

11.12.2.4 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.

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

11.14 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.

11.15 Instructional Load for Part-time Instructors

The instructional load for part-time employees compensated in accordance with Article 10.2 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 12 - VACATION AND HOLIDAYS

12.1 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.

12.2 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.

12.3 Limited-term employees hired for a term of twelve (12) months or more are entitled to the same vacation period as full-time employees as specified in Article 12.1 or 12.2 as appropriate.

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

12.5 Limited-term 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.

12.6 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 13 - BENEFITS AND INSURANCE

13.1 The Board shall administer the following benefits, subject to the terms and conditions of the applicable carrier contracts and government regulations: extended health care, including an \$835 Health Spending Account; dental care; life insurance including accidental death and dismemberment; long term disability insurance, and the Local Authorities Pension Plan. The carrier for benefits other than the Local Authorities Pension shall be the existing carrier unless changed by mutual agreement between the Board and the Association.

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

13.2 The total cost of benefit premiums for dental and extended health care (excluding the Health Spending Account) and for life insurance, including accidental death and dismemberment, shall be shared between the Board and Mount Royal Faculty Association members as follows:

13.2.1 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.

13.2.2 The total cost of benefit premiums for life insurance, including accidental death and dismemberment, shall be paid 100% by the Board.

13.3 It shall be a condition of employment for all full-time employees to participate in the Local Authorities Pension Plan as per regulations of the plan. Limited-term employees may contribute at their option.

13.4 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.

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

13.6 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.

13.7 Scholarships for Dependents

13.7.1 The Board shall annually make available to the Association an amount 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:

- 13.7.1.1 the dependents must be registered as full-time students in credit courses at Mount Royal College;
 - 13.7.1.2 the dependents are subject to normal admission, selection and registration procedures and may not pre-empt other students;
 - 13.7.1.3 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.
- 13.7.2 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.

13.8 Benefits for Part-time Employees

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

- 13.8.1.1 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 (3rd) consecutive semester providing the part-time instructor carries a teaching load of one hundred forty-four (144) scheduled instructional course hours or more in the third (3rd) consecutive semester, or where the third (3rd) 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.
- 13.8.1.2 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 (3rd) consecutive semester providing such librarian has a contract for a workload of twenty-five (25) hours or more per week in the third (3rd) consecutive semester. Providing the part-time 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.
- 13.8.1.3 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 (3rd) 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 (3rd) consecutive semester, or where the third (3rd) 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.

13.8.1.4 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 (3rd) consecutive semester providing such laboratory instructor has a contract for a workload of twenty-five (25) hours or more per week in the third (3rd) consecutive semester. Providing the part-time 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.

13.8.1.5 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

13.8.2 For purposes of determining eligibility for benefits in Articles 13.8.1.1, 13.8.1.2, 13.8.1.3, 13.8.1.4 and 13.8.1.5 above, full-time or limited-term employment in the immediately preceding semesters shall be included in the calculation.

13.8.3 The following benefits shall be available to part-time employees meeting the eligibility criteria in Article 13.8.1, subject to the terms and conditions of the applicable carrier contracts and government regulations:

- Health Care Spending Account at a value of five hundred dollars (\$500)
- Extended Health Care
- Dental Care
- Basic Life Insurance at a value of twenty-five thousand dollars (\$25,000)

13.8.4 Part-time employees who meet the eligibility criteria specified in Article 13.8.1 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.

13.8.5 The total cost of benefits premiums for the benefits identified in Article 13.8.3 (excluding the Health Spending Account) shall be shared between the Board and part-time members of the Mount Royal Faculty Association as follows:

- 13.8.5.1 The total contribution of an individual member shall not exceed 50% of the total cost of the dental premium and shall not exceed 25% of the total cost of the extended health care premium.
- 13.8.6 Benefits for part-time employees meeting the eligibility criteria specified in Article 13.8.1 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.
- 13.8.7 Prepaid continuation of benefits
- 13.8.7.1 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.
- 13.8.7.2 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 14 - LEAVES FROM THE COLLEGE

14.1 Parental Leave

- 14.1.1 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.
- 14.1.2 Maternity Leave
- 14.1.2.1 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.
- 14.1.2.2 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.
- 14.1.2.3 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 14.1.2.1.
- 14.1.2.4 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.
- 14.1.2.5 An employee who commences maternity leave may continue benefit coverage as follows:
- 14.1.2.5.1 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.
- 14.1.2.5.2 for the period during which she is receiving salary from the Board, the payment of premiums shall be shared as per Article 13.2.

14.1.2.6 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.

14.1.3 Adoption Leave

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

14.1.4 Childbirth Leave

14.1.4.1 An employee shall be granted four (4) days leave with pay to attend to the spouse, as defined in Article 14.3.1.1.1, in the event of childbirth.

14.1.5 Notwithstanding the provisions of this Article 14.1, 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.

14.2 Illness Leave

14.2.1 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.

14.2.2 The Board may, in its sole discretion, grant additional illness leave for mental or physical illnesses.

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

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

14.2.3.2 for chronic or persistent illness.

14.2.4 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.

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

14.2.5.1 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 13.

14.2.5.2 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.

14.2.5.3 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.

14.3 Compassionate Leave

14.3.1 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.

14.3.1.1 Definition of terms:

14.3.1.1.1 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.

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

14.3.2 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:

14.3.2.1 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.

14.3.2.2 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.

14.3.2.3 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.

14.4 **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.

14.5 **Four-for-Five Leave Plan**

14.5.1 Application

14.5.1.1 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.

14.5.1.2 In instances where more employees wish to apply than are allowed to participate by Article 14.5.1.4, 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.

14.5.1.3 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.

14.5.1.4 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

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

14.5.2 Contributions, Release Year Payments, and Benefits

14.5.2.1 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 10) for four (4) consecutive years (exclusive of any stipends, honorariums, etc.). Contributions shall be deducted from each regular salary payment.

14.5.2.2 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 14.5.2.3.

14.5.2.3 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 10), 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.

14.5.2.4 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 13.1. 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.

14.5.2.5 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 10) for all five (5) years of the plan.

14.5.3 General Regulations

14.5.3.1 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 13.2 and 13.3.

14.5.3.2 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 14.5.1.4. Otherwise an application for referral shall not be unreasonably denied.

- 14.5.3.3 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.
- 14.5.3.4 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.
- 14.5.3.5 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.
- 14.5.3.6 During the self-funded portion of the plan in the release year, a participant shall not receive any salary from the Board.
- 14.5.3.7 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.
- 14.5.3.8 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.
- 14.5.3.9 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.
- 14.5.3.10 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.

14.6 Professional leave

14.6.1 Definition

- 14.6.1.1 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.
- 14.6.1.2 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.
- 14.6.1.3 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.
- 14.6.1.4 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.
- 14.6.1.5 An employee on an annual professional leave shall be paid salary at eighty percent (80%) of his/her regular annual salary rate.
- 14.6.1.6 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.

14.6.1.7 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.

14.6.2 Application

14.6.2.1 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.

14.6.2.2 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 20th.

14.6.3 General

14.6.3.1 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.

14.6.3.2 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.

14.6.3.3 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 14.7.

14.6.3.4 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 14.6.1.5/6) 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.

14.7 **Sabbatical**

14.7.1 Definition

14.7.1.1 A sabbatical may be granted to an employee to undertake an acceptable plan of appropriate research which will improve the employee's professional competence.

14.7.1.2 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.

- 14.7.1.3 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.
- 14.7.1.4 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.
- 14.7.1.5 An employee on an annual sabbatical shall be paid salary at eighty percent (80%) of his/her regular annual salary rate.
- 14.7.1.6 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.
- 14.7.1.7 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.

14.7.2 Application

- 14.7.2.1 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.
- 14.7.2.2 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.

14.7.3 General

- 14.7.3.1 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.
- 14.7.3.2 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.
- 14.7.3.3 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 14.6.
- 14.7.3.4 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 14.7.1.5/6) 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.

- 14.7.3.5 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.

14.8 Chair's Sabbatical

14.8.1 Definition

- 14.8.1.1 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.

- 14.8.1.2 An employee on a Chair's sabbatical shall be paid salary at one-hundred percent (100%) of his/her regular annual salary rate.
- 14.8.1.3 A Chair's sabbatical will be covered by those provisions in Article 14.7.1 that define general rules regarding sabbaticals (except for Articles 14.7.1.5 and 14.7.1.6). 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 14.6 or 14.7.
- 14.8.1.4 In extenuating circumstances, the Dean and the Chair may mutually agree to delay the sabbatical for one year.
- 14.8.1.5 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.

14.8.2 Application

- 14.8.2.1 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.
- 14.8.2.2 The Chair shall apply to his/her Dean/Director by the second Friday in October.

14.9 Leave of Absence With or Without Pay

- 14.9.1 The Board, in its sole discretion, may grant a leave of absence with or without pay to an employee.
- 14.9.2 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.
- 14.9.3 The employee may elect to pay one hundred percent (100%) of all normal benefits.

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

14.10 **Notification of Application for Leave**

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

ARTICLE 15 - PROFESSIONAL DEVELOPMENT

15.1 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.

15.2 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 limited-term employees who successfully complete credit courses, or for program fees, towards the completion of a PhD, or terminal degree, in their discipline;
- 2) ten thousand dollars (\$10,000) for the purpose of reimbursing full-time, limited-term 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.

15.3 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.

15.4 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.

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

15.6 **Part-time Professional Development**

15.6.1 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 11.9.1.5)

- underspent funding from Individual Professional Development Allocation (as per Article 15.7.4)

15.6.2 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.

15.6.3 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.

15.7 **Individual Professional Development Allocation**

15.7.1 The Board shall provide individual professional development funding to each tenured, tenurable and limited-term 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.

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

15.7.3 Such per capita funding shall be available in an account and can accumulate up to four (4) years.

15.7.4 If an employee as defined in Article 15.7.1 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 15.6.1.

ARTICLE 16 - COPYRIGHT

16.1 **Definitions**

16.1.1 Copyright - shall bear the same meaning as in The Copyright Act (Canada).

16.1.2 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.

16.1.3 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.

16.1.4 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.

16.1.5 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.

16.2 **Works Produced in the Course of Employment**

16.2.1 Where a work is produced by an employee in the course of employment at Mount Royal College, the employee, subject to Articles 16.2.2 and 16.2.3 hereof, shall be the owner of copyright in the work.

16.2.2 Article 16.2.1 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.

16.2.3 Articles 16.2.1 and 16.2.2 above are subordinate to and do not apply in the circumstances outlined in Article 16.4.

16.3 **Licence For Use by the College in Educational Program**

16.3.1 Where a work falls under the provisions of Article 16.2.1, 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.

16.3.2 Where the College wishes to use a work in accordance with the provisions of Article 16.3.1 above, the cost of producing copies of the work for such use shall be borne by the College and not by the employee.

16.3.3 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.

16.4 **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:

16.4.1 Quantify Costs

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

16.4.2 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.

16.4.3 Fees for Licence

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

16.4.4 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.

16.4.5 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.

16.4.6 Custody

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

16.4.7 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.

16.4.8 Marketing

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

16.5 **Custody**

- 16.5.1 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.
- 16.5.2 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.

16.6 **Clearance**

- 16.6.1 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.
- 16.6.2 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.
- 16.6.3 The accuracy of the list described in Article 16.6.2 above shall be the responsibility of the employee.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 **A grievance is a difference arising:**

- 17.1.1 with respect to the interpretation, application or operation of this Agreement,
- 17.1.2 with respect to a contravention or alleged contravention of this Agreement, and
- 17.1.3 with respect to whether a difference referred to in clause 17.1.1 or 17.1.2 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.

17.2 **A grievance shall be settled in the following manner:**

- 17.2.1 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.
- 17.2.2 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.
- 17.2.3 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.
 - 17.2.3.1 The Grievance Committee shall consist of:
 - 17.2.3.1.1 The President, or the President's nominee,
 - 17.2.3.1.2 The Chair of the Board or the Chair's nominee,
 - 17.2.3.1.3 Two nominees of the Association.

- 17.2.3.2 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.
- 17.2.3.3 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.
- 17.2.3.4 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.
- 17.2.4 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.
- 17.2.5 Step 5. Failing resolution, the grievance may be referred by either the Association or the Board to an Arbitration Board.
 - 17.2.5.1 The grievance shall be referred within ten (10) days of the preceding step and the referent shall name a nominee to the Arbitration Board.
 - 17.2.5.2 The respondent shall name a nominee to the Arbitration Board and inform the referent within ten (10) days.
 - 17.2.5.3 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.
 - 17.2.5.4 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.
 - 17.2.5.5 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.

17.3 **Arbitration Board**

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

- 17.3.1 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.
- 17.3.2 The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the chair governs.
- 17.3.3 Each party shall bear the expense of its nominee and the two parties shall equally share the expense of the chair.
- 17.3.4 It shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- 17.3.5 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 17.3.5, and to report to the Arbitration Board thereon, correct in any award, any clerical error, mistake or omission.

17.3.6 Where an employee has been suspended pursuant to Article 4.11, 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.

17.3.7 Where an employee has been dismissed pursuant to Article 4.11, 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.

17.4 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.

17.5 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 griever may, upon expiry of such time limit, advance the grievance to the next step or stage.

17.6 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.

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

ARTICLE 18 – NEGOTIATIONS

18.1 Definitions

18.1.1 *Items* – shall mean:

18.1.1.1 A topic described by a subheading of this Agreement, delimited by a single decimal in the numbering scheme. For greater clarity, examples may include 10.1 – Full Time Employees, or 4.2 – Appointment to Academic Rank,

or

18.1.1.2 A new proposed topic as described in the Statement of Interests submitted by either party, pursuant to 18.2.2.1.

18.1.2 *Related Clauses* – shall mean any clause of this Agreement that directly references an item as defined in 18.1.1.

18.2 Commencement of Negotiations

18.2.1 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.

18.2.2 If a notice of intention is given under Article 18.2.1, the negotiating committees or their nominees shall meet prior to 7 March to:

18.2.2.1 Exchange a Statement of Interests for discussion during the negotiations;

18.2.2.2 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;

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

18.2.2.4 Set dates for negotiation meetings; and

18.2.2.5 Arrange for the selection of the mediator contemplated by Article 18.4.7, and make arrangements to ensure the mediator's availability.

18.3 Principles of Negotiations

18.3.1 The parties commit to:

18.3.1.1 Conducting their negotiations in an expeditious, efficient and problem solving manner to conclude a revised Collective Agreement by the expiry date;

18.3.1.2 Disclosing information to each other that will assist the negotiation process;

18.3.1.3 Avoiding unnecessary expense;

18.3.1.4 Scheduling blocks of time of 6 hours or more per day in two or three day blocks to maximize the productivity of negotiating sessions;

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

18.3.1.6 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 12.1, unless the Association agrees to waive this condition.

18.3.2 Dates contained in this Article may be amended or extended by mutual agreement in writing.

18.3.3 Subsequent to the meeting referred to in Article 18.2.2, 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.

18.3.4 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.

18.3.5 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.

18.4 **Enhanced Mediation**

18.4.1 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.

18.4.2 The parties agree on the following principles for the conduct of enhanced mediation:

18.4.2.1 The process should respect and reinforce the *Principles of Negotiations* set out in Article 18.3.

18.4.2.2 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.

18.4.3 In the following articles, mediator shall include a mediation panel, if selected.

18.4.4 By 31 May, each party will choose whether to use one or three persons for the mediation process.

18.4.5 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.

18.4.6 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.

18.4.7 The process for selecting a mediator or a chair for the mediation panel shall be as follows:

18.4.7.1 Each party shall submit to the other party the names of three (3) candidates for the mediator; and

18.4.7.2 The two parties shall review the names and agree upon the choice of a mediator from the names submitted.

18.4.7.3 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.

18.4.7.4 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.

18.4.8 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.

18.4.9 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.

18.4.10 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.

- 18.4.11 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.
- 18.4.12 The mediator's report will be delivered to the parties at the same time, within 10 days from the close of the mediation session.
- 18.4.13 The mediator's report is not binding on either party.
- 18.4.14 If both parties accept the mediator's recommended terms of settlement, they shall promptly conclude negotiations and execute an agreement pursuant to such terms.
- 18.4.15 The two parties shall share the cost of the mediator or the chair of the mediation panel equally, subject to Article 18.4.5 above.
- 18.4.16 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.

18.5 **Compulsory Binding Arbitration**

- 18.5.1 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.
- 18.5.2 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.
- 18.5.3 Nothing in this Agreement prevents the parties agreeing to further facilitation, or mediation.
- 18.5.4 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.
- 18.5.5 Unless the parties otherwise agree, the compulsory binding arbitration hearing shall not commence until:
- 18.5.5.1 Bargaining has occurred in accordance with the procedures herein and fifteen (15) days have passed since receipt of the mediator's report and recommendations;
 - 18.5.5.2 The Agreement has expired;
 - 18.5.5.3 Ratification votes have been held upon revisions to the Collective Agreement mutually agreed upon by the two negotiating committees;
 - 18.5.5.4 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 18.1). Upon mutual agreement, either party may submit more than two items and related clauses.
 - 18.5.5.5 Both parties have had one (1) calendar month of preparation time exclusive of the vacation period stipulated in Article 12.1 of this Agreement.
- 18.5.6 For the purposes of this Article, the term Arbitration Board shall be considered interchangeable with single arbitrator.
- 18.5.7 Within seven (7) days of a party being notified under clause Article 18.5.4, each party will choose whether to use one or three persons for the arbitration process.

- 18.5.8 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.
- 18.5.9 The costs of the arbitration shall be borne by the parties as follows:
- 18.5.9.1 If both parties agree to a single arbitrator, the costs will be shared equally;
 - 18.5.9.2 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;
 - 18.5.9.3 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.
- 18.5.10 The process for selecting a single arbitrator shall be as follows:
- 18.5.10.1 Each party shall submit to the other party the names of three (3) candidates for the arbitrator; and
 - 18.5.10.2 The two parties shall review the names and agree upon the choice of an arbitrator from the names submitted.
 - 18.5.10.3 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.
 - 18.5.10.4 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.
- 18.5.11 The process for selecting a three-person arbitration board shall be as follows:
- 18.5.11.1 Each party will, within fourteen (14) calendar days after receiving the notice pursuant to Article 18.5.4, appoint a person to act as its nominee to the Arbitration Board, and advise the other party of such selection.
 - 18.5.11.2 Upon the appointment of the two nominees selected pursuant to Article 18.5.11.1 above, the two nominees shall within fourteen (14) days appoint a third person, who shall be Chair of the Arbitration Board.
 - 18.5.11.3 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.
- 18.5.12 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.
- 18.5.13 When an arbitration board has been selected pursuant to Articles 18.5.10 or 18.5.11, 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.
- 18.5.14 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.

18.5.15 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.

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

18.5.17 Subject to Article 18.3.1.6, 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.

18.5.18 Subject to Article 18.3.1.6, after forty-five (45) days have elapsed from the date that the Arbitration Board has issued a decision pursuant to Article 18.5.15, and should no question have been raised by either party pursuant to Article 18.5.17, the arbitration board shall cease to have power or authority to hear, consider or render any further decision concerning the implementation of its award.

18.6 Other

18.6.1 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 19 – PERFORMANCE REVIEW OF FACULTY (effective July 1, 2009)

19.1 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.

19.1.1 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.

19.2 Performance Review of Tenurable and Conditional Tenurable Faculty and eligible Limited-term Faculty wanting to include the year for future tenure consideration.

19.2.1 The performance of tenurable, conditional tenurable and eligible limited-term faculty (as defined in Article 4.4.5) shall be reviewed annually by tenured department members, the Chair and the Dean, as described in Articles 5 and 6. The Annual Report and current curriculum vitae shall be considered in the performance review and shall also be part of the tenure dossier.

19.3 Performance Review of Tenured Faculty

19.3.1 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.

- 19.3.2 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.

19.3.2.1 Performance Plan

- 19.3.2.1.1 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.
- 19.3.2.1.2 As part of the next year's review process, the Dean and the Chair shall meet with the faculty member no later than June 14th to determine whether the faculty member has achieved satisfactory performance as outlined in the plan stipulated in Article 19.3.2.1.1.
- 19.3.2.1.3 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.
- 19.3.2.1.4 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.
- 19.3.2.1.5 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.

19.3.2.2 The Faculty Review Committee

- 19.3.2.2.1 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.
- 19.3.2.2.2 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.

- 19.3.2.2.3 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.
- 19.3.2.2.4 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.
- 19.3.2.2.5 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.
- 19.3.2.2.6 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.
- 19.3.2.2.7 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 20 - JOB SHARE EMPLOYEE

20.1 Appointment

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

20.2 Term of Appointment

20.2.1 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 8) or who is on half-time administrative secondment.

20.2.2 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.

20.2.3 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.

20.3 **Appointment Procedure**

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

20.3.1.1 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;

20.3.1.2 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.

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

20.3.3 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.

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

20.3.5 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.

20.3.6 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.

20.4 **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.

20.5 **Tenure**

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

20.6 **Salary**

Education, training and experience shall together determine the annual rate of salary paid to each job share employee as per Article 10.1. The annual salary rate shall be based upon fifty percent (50%) of the appropriate salary in the salary schedule.

20.7 **Vacation**

20.7.1 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%).

20.7.2 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.

20.8 **Benefits**

20.8.1 Job share employees are eligible for benefits as per Article 13.8 (the eligibility requirements for part-time employees shall not be applied to job share employees).

20.9 **Leaves**

20.9.1 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

20.9.2 **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.

20.9.3 **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 14.3.1.

20.10 **Professional Development**

Job share employees shall have access to all professional development funds contained in Article 15, excepting those in Article 15.5, 15.6 and 15.7.

ARTICLE 21 - WORKPLACE ENVIRONMENT

21.1 **Non-Discrimination**

21.1.1 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.

21.1.2 Clause 21.1.1 above as it relates to age and marital status does not affect the operation of any bona fide retirement or pension plan or the terms or conditions of any bona fide group or employee insurance plan.

21.2 **Occupational Health and Safety**

21.2.1 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.

- 21.2.2 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.
- 21.2.3 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.
- 21.2.4 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.

21.3 **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 17 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.

APPENDIX B

PRINCIPLES OF A TENURE, PROMOTION AND RANK SYSTEM AT MOUNT ROYAL

- All full-time and limited-term employees will be appointed to an appropriate academic rank.
- The same academic rank structures should apply to both the Teaching-Service and Teaching-Scholarship-Service work patterns.
- The processes, committees and general criteria for appointment and promotion to different academic ranks will be stipulated in the collective agreement and aligned with the roles and mandate of General Faculties Council.
- There will be no system of merit pay based on evaluation of performance.
- An appeal process will be stipulated in the Collective Agreement.
- The processes of tenure and promotion should support the achievement of our mission to become Canada's best instructionally focused and scholarly informed undergraduate institution.
- Tenure and promotion are awarded to recognize achievement in teaching, service and, where applicable, scholarship.
- Both the processes and criteria for the assessment of tenure and promotion must be transparent, effective and efficient.
- A fair, evidence-based assessment of criteria by peers, working collegially and ethically, is at the heart of Mount Royal's tenure and promotion system.
- The degree of accomplishment necessary for achieving tenure and promotion must be equivalent across academic units and between work patterns.
- Assessments and recommendations for tenure and promotion will be made from an academic unit to an institution-wide committee which will make a final recommendation to the President. Chairs and Deans will participate in the recommendation process.
- The processes and results of the tenure and promotion system will seek to retain the collegial and non-competitive culture valued by faculty and administration at Mount Royal.
- Promotion processes and criteria will not disadvantage those faculty who choose to engage primarily in service activities (i.e. Chairs, President of the MRFA, secondments).
- Tenure and promotion criteria must recognize the value of Mount Royal's unique instructionally focused work patterns within the context of Canada's university standards.
- Switching work patterns will not affect promotions which have already been granted.
- Tenure processes will be based on the Collective Agreement and the policies which were in place when employment commenced.
- The implementation of a ranking system will address the fact that faculty tenured prior to July 1/2009 worked under different terms and conditions of employment.

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.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

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

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

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.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

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.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

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.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

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 limited-term 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.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

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.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

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.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Implementation of a Rank and Promotion System at Mount Royal

As directed by the "Memorandum of Understanding Regarding Academic Rank and Promotion" in the Collective Agreement (July 1, 2008 - June 30, 2010), the parties have agreed to amend the *Collective Agreement between the Board of Governors of Mount Royal College and the Mount Royal Faculty Association* in order to implement the system of rank and promotion as outlined in Articles 4, 5, 6 and 7, commencing July 1, 2009.

Since further work remains to be done to implement fully the rank and promotion system envisioned in the amendments to the Collective Agreement, both parties agree to the following terms:

A. Establishment of Academic Unit Tenure and Promotion Committees (TPC) and Related Matters

Tenure System II begins immediately and runs in parallel with Tenure System I until December 2012, when Tenure System II only will remain in force. The implementation of Tenure System II requires that all academic units establish a Tenure and Promotion Committee. Effective July 1, 2009, academic units that qualify for establishing an elected TPC may use it to evaluate tenurable employees in Tenure System I.

1. All eligible academic units as defined in Article 5.3.6 shall vote by August 31 (as outlined in Article 5.3.7) whether to establish an elected TPC or not.
2. If the academic unit votes to establish an elected TPC, the committee shall be established in accordance with Articles 5.3.8 and 5.3.9, no later than September 30, 2009.
3. Tenurable employees whose appointment is effective between July 1, 2009 and August 31, 2009 inclusive, are eligible to apply for tenure under Article 4.3.10 and Article 4.2.2.
4. Tenurable employees appointed between July 1, 2009 and August 31, 2009 inclusive who have one year of term-certain experience may apply for credit under Tenure System II, as outlined in Article 6.3.7.2.
5. Both parties request that Faculty Councils work with APTC and GFC to develop definitions of the "required academic credential or its equivalent" for each program/discipline/area for appointment to different ranks and for promotion to the rank of Professor, as soon as possible. Further, both request that these definitions be forwarded to the negotiation committees by January 2010 for consideration in collective bargaining towards an agreement effective July 1, 2010.
6. The Faculty Tenure Committee shall amend the *Tenure Brochure* for Tenure System I to be congruent with the relevant clauses of Articles 5 and 6, no later than September 30, 2009.
7. The Board agrees to link the *Guidelines for Hiring Faculty* to Policy 1702 - Human Rights and make relevant changes no later than September 30, 2009.

B. Developing Detailed Criteria and Standards for a Linked Process of Tenure and Promotion to the Rank of Associate Professor

1. The Negotiations Committees of both parties shall meet as soon as possible with the Appointments, Promotion and Tenure Committee to brief them on the outcomes of negotiations and discuss how to align the work of APTC with the collective bargaining process. Appendix B - Principles of a Tenure, Promotion and Rank System at Mount Royal shall also be discussed.
2. The Appointments, Promotions and Tenure Committee of the GFC is requested to develop detailed criteria and standards related to the general criteria stated in Article 6.2.1 and forward them to both Negotiating teams prior to January 31, 2010 for consideration in collective bargaining towards an agreement effective July 1, 2010.

C. Establishment of the Institutional Tenure and Promotion Committee (ITPC)

1. The Institutional Tenure and Promotion Committee (ITPC) shall be constituted as outlined in Article 5.4 no later than September 30, 2009.
2. The ITPC shall develop, by November 15, 2009, the process for applying for credit towards the probationary period, as outlined in Article 6.3.7.
3. ITPC shall also adjudicate, as outlined in Article 6.3.7.2 and 6.3.7.3, on credit toward the probationary period for Tenure System II for tenurable employees with one year of term-certain experience and whose appointment began between July 1, 2009 and August 31, 2009.
4. The ITPC, in consultation with the Appointments, Promotion and Tenure Committee, shall develop *Tenure and Promotion Guidelines* to implement Articles 6.4, 6.5, 6.7 and 6.8.

The *Guidelines* should be forwarded to both parties no later than January 15, 2010, for consideration in collective bargaining towards an agreement effective July 1, 2010.

5. The ITPC shall consider and make recommendations related to procedures to be followed by a tenurable employee whose probationary period has been extended by the ITPC. A report shall be forwarded by March 1, 2010 to both parties for consideration in collective bargaining towards an agreement effective July 1, 2010.
6. The ITPC, in consultation with APTC, shall also develop appropriate timelines for promotion as envisioned in Article 7 and the Memorandum of Understanding Regarding Promotion to Rank of Professor. These timelines should be forwarded to both negotiations teams for consideration in collective bargaining towards a collective agreement effective July 1, 2010.

D. Training for Faculty serving on the Institutional Tenure and Promotion Committee and Academic Units' Tenure and Promotion Committees

1. To facilitate the early establishment of ITPC and Tenure and Promotion Committees, representatives of the Association and the Board will meet by September 8, 2009, to develop a plan to train the faculty elected to these committees.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Placement of Existing Faculty To An Academic Rank

In the "Memorandum of Understanding Regarding Academic Rank and Promotion" contained in the Collective Agreement July 1, 2008 - June 30, 2010, both parties agreed that all full-time employees will be appointed into an appropriate academic rank.

Therefore, the two parties agree:

1. "All full-time employees" is taken to mean all employees of record holding a tenured, tenurable, or a continuing term-certain appointment on June 30, 2009.
2. Continuing term-certain appointments beyond August 14, 2009, shall become limited-term appointments effective July 1, 2009.
3. Effective July 1, 2009, all faculty will be placed at an academic rank as follows:
 - a. Tenured employees shall be placed at the rank of Associate Professor;
 - b. Tenurable employees shall be placed at the rank of Assistant Professor;
 - c. Term-certain employees shall be placed at the rank of Assistant Professor for the duration of the appointment. Subsequent appointments or reappointments will be made under the terms of this Collective Agreement.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL

And

THE MOUNT ROYAL FACULTY ASSOCIATION

**Regarding Evaluation of Tenurable and Limited-Term Faculty
In Year One of Tenure System II**

Given that the work on detailed criteria and processes for Tenure System II is underway, incoming faculty need an interim system of evaluation for purposes of tenure.

Both parties agree that:

1. Tenurable and limited-term employees in Tenure System II shall be evaluated in their first probationary year using the annual report stipulated in Article 19.1.1 and the activities listed in the Addendum on Teaching, Scholarship and Service.
2. The Tenure and Promotion Committees shall use the criteria and processes in the Tenure Committee Brochure dated August 2009 including:
 - a. the Student Evaluation of Instruction administered in accordance with POL 930-4;
 - b. Peer Evaluation Form (FTC 105);
 - c. The Chair/Supervisor and Tenured Faculty Annual Evaluation [FTC Form 103];
 - d. The Annual Evaluation for Academic Areas, Counselling, Library [FTC Form 103].

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Promotion to the Rank of Professor

While Article 7 of the Collective Agreement outlines the general criteria and processes for promotion to the rank of Professor, further work remains to be done to implement the provisions of this Article. Therefore both parties request that the Appointments, Promotion and Tenure Committee of the General Faculties Council undertake the development of detailed criteria and standards for promotion to the rank of Professor. Notwithstanding what other actions the APTC may want to undertake, the teams request that APTC provide both teams with an interim report about their deliberations on January 31, 2010 and with an update by May 1, 2010 for consideration in collective bargaining towards an agreement effective July 1, 2010.

In developing these criteria and standards, the parties request that the Appointments, Promotion and Tenure Committee (APTC):

1. Meet with the parties to discuss the outcomes of bargaining.
2. Consider and report on the following items:
 - a. The meaning of promotion;
 - b. Detailed criteria and standards for faculty in both the Teaching-Scholarship-Service and Teaching-Service work patterns to achieve promotion to the rank of professor using the following general criteria:
 - i. Evidence of a sustained record of Teaching and Pedagogy;
 - ii. Evidence of a sustained record of Scholarship (where applicable);
 - iii. Evidence of a sustained record of Service;
 - iv. Evidence that the duties have been carried out in a responsible and professional manner.

In particular, both parties request that the APTC consider Appendix B - Principles of a Tenure, Promotion and Rank System at Mount Royal, which states that there should be equivalencies in expectations between the two work patterns.

- c. The appropriate number of years for a faculty member normally to serve as Associate Professor before promotion to the rank of Professor.
- d. Role of and processes relating to external referees.
- e. Alignment of the detailed criteria and standards with required academic credentials or equivalent in each discipline/program/area.
- f. The processes for appeal of denial of promotion to the rank of Professor.
- g. Criteria for promotion of existing tenured faculty to the rank of Professor in light of the different terms and conditions of employment, as outlined in Appendix B - Principles of a Tenure, Promotion and Rank System at Mount Royal.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Continuing Items

The parties agree that the following items will be subject to discussion in collective bargaining leading to a collective agreement effective July 1, 2010.

1. Both parties agree to continue discussion on which materials are maintained in faculty files and related processes.
2. For the purposes of applying Article 10.1.4, initial placement on step for the rank of Lecturer or Assistant Professor shall normally be no higher than Step 7 for appointments commencing during the period of July 1, 2010 to June 30, 2011.
3. Both parties agree to come prepared to discuss modifications to the current salary system with respect to:
 - a. The development of a grid system to reflect the new academic ranks effective July 1, 2009.
 - b. The impact that these changes might have:
 - i. on initial placement and the effect on market supplements;
 - ii. salary ranges;
 - iii. recalibrating the grid especially in steps 1-10.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

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 using the selection committee procedures outlined in Article 4.3.
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 not exceed June 15, 2010.
4. Lab instructors shall have vacation and holidays as specified in Article 12.4 and benefits as specified in Article 13.1.
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 \$44,790 and \$52,355, 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 15.6.2, 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.

Richard Roberts
Board of Governor's
Negotiating Committee

Cliff Werier
Mount Royal Faculty Association's
Negotiating Committee

Date