



COLLECTIVE AGREEMENT

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

July 1, 2014 – June 30, 2016

This AGREEMENT made this 6th day of October , 2014

between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

of the First Part

and

THE MOUNT ROYAL FACULTY ASSOCIATION

of the Second Part

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ARTICLE 1 - DEFINITIONS

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

- 1.1 **Academic unit:** constitutes employees included under the terms of this collective agreement in departments, programs, the Library, Student Counselling Services or the Academic Development Centre.
- 1.2 **Agreement:** current Agreement between the Board and the Association, unless otherwise specified.
- 1.3 **Assistant to the Chair:** a tenured member of the academic unit who is assigned specific duties of the Chair by consultation among the Chair, the Assistant to the Chair and members of the academic unit, following consultation with the Dean.
- 1.4 **Association:** the Mount Royal Faculty Association.
- 1.5 **Board:** The Board of Governors, Mount Royal University or designate.
- 1.6 **Chair:** an employee whose regular workload includes administrative duties, to whom all employees in an academic unit report, and who reports to a Dean.
- 1.7 **Conditional tenurable employee:** an employee whose employment is conditional pursuant to Article 4.2.4.
- 1.8 **Contract employee:** a member of the academic staff employed by the Board pursuant to Article 4.7, 4.8, 4.10 or 4.11 and whose pay is based on the hourly rate schedule for contract appointments specified in Article 13.
- 1.9 **Counsellor:** an employee performing the duties of a professional counsellor. The workload of counsellors may include teaching credit courses.
- 1.10 **Cross-appointed employee:** An employee who is appointed in two different academic units, referred to as the home academic unit and the cross academic unit.
- 1.11 **Dean:** the Dean or equivalent administrator when there is no Dean.
- 1.12 **Discipline:** a subject area within a department.
- 1.13 **Division:** the Division of Academic Affairs.
- 1.14 **Educational Developer:** an employee performing the professional duties of an educational developer, including employee development related to the enhancement of teaching, the design of curriculum, and the integration of learning technologies. The workload of educational developers may include teaching credit courses.
- 1.15 **Employee:** all academic MRFA members including: full-time employees, limited-term employees, contract employees teaching credit courses; chairs; counsellors; educational developers; librarians; laboratory instructors; and those persons from time to time designated "academic staff members" by the Board. The President, vice-presidents, deans, associate deans, and others employed in a managerial capacity or in a confidential capacity in matters relating to labour relations may teach but shall be excluded from this collective agreement.
- 1.16 **Employee with academic rank:** an employee appointed to academic rank pursuant to Article 4.2 and paid according to the annual salary schedule in Article 13.
- 1.17 **Full-time employee:** a tenured, tenurable, or conditional tenurable employee or a permanent laboratory instructor with a probationary period employed by the Board on an annual basis.

- 1.18 **Half-time tenured employee:** a full-time tenured employee who has been granted special half-time employment status pursuant to Article 7.
- 1.19 **Instructor:** an employee teaching credit courses and performing related duties.
- 1.20 **Intersessional period:** that period of the calendar year not ordinarily devoted to student contact and exclusive of vacation periods.
- 1.21 **Laboratory Instructor:** an employee teaching credit laboratories and performing related duties.
- 1.22 **Lecturer:** a contract employee who teaches credit lectures, tutorials, practica, studios, field work or work terms.
- 1.23 **Librarian:** an employee performing the duties of a professional librarian. The workload of librarians may include teaching credit courses.
- 1.24 **Limited-term employee:** an employee hired under Article 4.4 or for a limited-term under Article 6.
- 1.25 **Scheduled Instructional Course Hour (SICH):** any officially scheduled 50-minute class requiring the employee 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 academic unit, and is subject to the approval of the Dean.
- 1.26 **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.
- 1.27 **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 employee to the relevant communities.
- 1.28 **Sessional Appointment:** a contract appointment under Article 4.7 or 4.8 that is neither a continuing nor a fixed-term appointment.
- 1.29 **Teaching:** activities related to the delivery of credit instruction.
- 1.30 **Tenable employee:** an employee eligible for tenure pursuant to Article 10.
- 1.31 **Tenured employee:** an employee who has achieved tenure pursuant to Article 10.

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

The terms and conditions of this collective agreement apply only to a member of the Mount Royal Faculty Association.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.1 This Agreement shall be applicable to all employees as defined in Article 1.14.
- 2.2 All employees shall, as a condition of their continued employment, become and remain members 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 2016 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 Permanent laboratory instructor appointment;

4.1.1.5 Limited-term appointment;

4.1.1.6 Contract appointment, including sessional, continuing, or fixed-term appointment.

4.1.2 Conditional tenurable, laboratory instructor, limited-term, and contract 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 – 4.6: Appointments with Academic Rank

4.2 Appointment to Academic Rank

4.2.1 All appointments, excluding laboratory instructor and contract appointments, shall be made to one of the following ranks: 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 Required Academic Credential

4.2.3.1 The required academic credential or its equivalent is the credential required for the granting

of tenure.

4.2.3.2 The minimum required academic credentials or equivalents for each program/discipline/area are those approved by General Faculties Council and the Board of Governors.

4.2.3.3 The required academic credential or its equivalent shall be determined for each position as stipulated in Article 4.3.2. The required academic credential for a position may be higher than the minimum for the program/discipline/area.

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

4.2.4.1 Annual evaluations of conditional tenurable employees shall be conducted in conformity with the requirements of Article 10.4.

4.2.4.2 A conditional tenurable appointment shall be automatically converted to a tenurable appointment upon attainment of the required academic credential or its equivalent. The conversion shall take effect not later than one month following presentation of valid documentation to the Dean. The employee shall enter into a probationary period as outlined in Article 10.3. 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.

4.2.4.3 Upon attainment of the required academic credential or its equivalent, the employee may apply to have up to two years of conditional tenurable appointment credited towards the probationary period, as outlined in Article 10.3.7.

4.2.4.4 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.

4.2.5 Limited term appointments shall normally be at the rank of Assistant Professor.

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 and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of the academic unit shall meet with the tenured and tenurable employees of the academic unit or discipline to discuss fully the qualifications, areas of expertise, teaching responsibilities, work pattern, anticipated rank of the appointment, and the required academic credential or its equivalent for the position in accordance with Article 4.2.3.

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 shall designate a chair for the committee;

4.3.4.2 three tenured or tenurable employees, at least two of whom shall be tenured, from the academic unit where the vacancy occurs elected by the tenured and tenurable members of the academic unit. In small academic units or disciplines, where necessary, tenured or tenurable employees from a cognate department in the same Faculty or School may be elected;

4.3.4.3 an employee from outside the academic unit, normally tenured, appointed by the Dean.

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;
- placement on the salary schedule, in accordance with the provisions of Article 13.

The report shall also state whether the preferred candidate has attained the required academic credential or its equivalent for the position. The report shall be submitted to the Dean who shall comment and forward it to the Provost and Vice-President, Academic.

4.3.10 Appointment with Tenure

4.3.10.1 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.

4.3.11 The Provost and Vice-President, Academic shall review the selection committee's report and recommendations for completeness of process, appointment to rank and placement on the salary schedule and with the definitions of required academic credentials, and shall make a recommendation to the President. In the case of appointment with tenure, the Provost and Vice-President, Academic shall also review the selection committee's report and recommendations for conformity with the guidelines for tenure prior to making 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 13. 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 4.2.5.

- 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 14.
- 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 (formerly term-certain) appointment credited towards the probationary period, as outlined in Article 10.3.7. Annual evaluations of limited-term employees shall be conducted in conformity with the requirements of Article 10.4. If a limited-term employee requires evaluative feedback prior to the deadlines specified in Article 10.4 (for example, to support an application by the employee for an appointment at Mount Royal University or elsewhere), then the employee may request that the academic unit Chair provide a summary annual evaluation according to a mutually agreed upon timeline.

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

- 4.5.1 Employees may be hired into a cross-appointed position.
- 4.5.2 One of the academic units shall be formally designated as the home academic unit.
- 4.5.3 The Dean(s) and Chairs of the home and cross academic units shall agree to the distribution of workload between the two academic units.
- 4.5.4 Employees hired into a cross-appointed position shall meet the required academic credential or its equivalent as determined by both academic units for the position in accordance with Article 4.2.3.
- 4.5.5 Selection Process

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

- 4.5.5.1 Prior to posting the position and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of each academic unit shall meet with the tenured and tenurable employees of the academic unit or discipline to discuss fully the qualifications, areas of expertise, teaching responsibilities, work pattern, anticipated rank of the appointment, and required academic credential or its equivalent. Following this, the two Chairs shall meet to finalize the requirements.
- 4.5.5.2 The home academic unit shall post the cross-appointed position.

4.5.5.3 A selection committee shall be struck and normally shall be composed of:

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

4.5.5.3.2 One tenured employee elected from the home academic unit and one tenured employee elected from the cross academic unit. In small academic units or disciplines, where necessary, a tenured employee from a cognate academic unit in the same Faculty or School may be elected.

4.5.5.3.3 The Dean of the home academic unit, or designate.

4.5.5.3.4 An employee, normally tenured, appointed by the Dean of the cross academic unit.

4.5.5.4 The letter of appointment, in addition to the items stipulated in Article 4.3.10.4, shall designate the home and the cross academic units to which the member is appointed and shall include the distribution of workload between the home and cross academic units outlined in Article 4.5.3.

4.5.6 The detailed workload plan specified in Article 5.5.3 shall be determined by consultation between the Chairs and the employee, following consultation with the Dean(s). The detailed workload plan shall be completed by 15 September of the year of appointment and a copy shall be provided to the Provost and Vice President, Academic, the Dean(s), the Chairs of the home and cross academic units, and the employee.

4.6 Cross-Appointments of Tenured Employees

4.6.1 A tenured employee may apply for cross-appointment for a period of from three to five years.

4.6.2 Application shall be made in writing to the Chair no later than the eighth (8th) week of the Fall semester of the year prior to the academic year in which the proposed cross-appointment is to commence.

4.6.3 If approved, the employee's academic unit at the time of application shall be the home academic unit.

4.6.4 The Chair of the cross academic unit shall consult with the cross academic unit about the application. The Chairs and Dean(s) of the home and cross academic units shall meet to determine whether to recommend the cross-appointment to the Provost and Vice-President, Academic. A recommendation for cross-appointment must be unanimous.

4.6.4.1 In the event that the cross-appointment is not approved, the Provost and Vice President, Academic shall write a letter to the employee providing the reasons for the decision by 30 January of the academic year in which the application was made. A copy of this letter shall be sent to the Dean(s) and the Chairs of the home and cross academic units.

4.6.5 If the application for cross-appointment is recommended, the detailed workload plan specified in Article 5.5.3 shall be determined by consultation between the Chairs and the employee, following consultation with the Dean(s).

4.6.6 The recommendation for cross-appointment and the detailed workload plan shall be submitted to the Provost and Vice President, Academic, who shall make a decision no later than 15 January of the academic year in which the application was made.

4.6.6.1 In the event that the cross-appointment is not approved, the Provost and Vice President, Academic shall write a letter to the employee providing the reasons for the decision by 30

January of the academic year in which the application was made. A copy of this letter shall be sent to the Dean(s) and the Chairs of the home and cross academic units.

- 4.6.7 If the application for cross-appointment is approved by the Provost and Vice President, Academic, the cross-appointment shall commence on 15 August of the academic year after the year in which the application was made.

4.7 – 4.11: Contract Appointments

4.7 Initial Sessional Appointment

- 4.7.1 Initial sessional appointment refers to a contract employee's first allocation of workload in an academic unit or allocation of workload to a contract employee who has not worked in the academic unit for more than 18 months. Normally, initial sessional appointments are initiated following sessional reappointments and workload allocation for fixed-term and continuing contract employees.
- 4.7.2 A standing committee for sessional appointments shall be struck and normally shall be composed of:
- 4.7.2.1 the Chair of the academic unit, who shall be chair of the standing committee. When the Chair of the academic unit is unable to chair the standing committee, the Dean shall designate a chair for the committee;
- 4.7.2.2 whenever possible, at least two tenured or tenurable employees elected by the academic unit or discipline. In small academic units, where necessary, tenured or tenurable employees from a cognate department in the same Faculty or School may be elected. Subject area experts from the academic unit may be consulted as necessary at the discretion of the Chair.
- 4.7.3 The criteria (unranked) for initial sessional appointment are as follows:
- candidate availability;
 - required and desired academic credential(s) and professional certification(s);
 - appropriate subject and professional expertise;
 - record of successful teaching performance, or clear potential for becoming a successful teacher;
 - any applicable professional performance standards; and
 - other bona fide department and program needs and priorities approved by the Dean.
- 4.7.4 All available initial appointments, along with the criteria outlined in Article 4.7.3, shall be posted.
- 4.7.5 The standing committee shall be provided with all applications and supporting documents, including the selection criteria outlined in Article 4.7.3.
- 4.7.6 When, due to unforeseen circumstances, a course/section must be assigned expeditiously, the Chair may make initial appointments and shall report any such appointments to the standing committee at the earliest opportunity.
- 4.7.7 The standing 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 outlined in Article 4.7.3.
- 4.7.7.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.
- 4.7.8 For each available position, the chair of the standing committee shall submit in writing the committee's recommended appointee, along with his/her academic credentials, to the Dean for approval. In the event that a recommendation of the standing committee is not accepted, the

Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.

- 4.7.9 Sessional employees shall be evaluated by the Chair of the academic unit or tenured designate during the first semester of the appointment. A student evaluation of instruction shall also be administered for each course taught during the first semester. Within two (2) weeks of receiving the results of a Chair/designate or student evaluation, an employee may submit a written response to the Chair.

4.8 Sessional Reappointment and Workload Allocation

4.8.1 All current contract employees in the academic unit, and contract employees who have held contracts in the academic unit within the last eighteen (18) months, are eligible to apply for available sessional contracts, subject to the projected availability of courses for the period under consideration.

4.8.2 The criteria (unranked) for sessional re-appointment and workload allocation are as follows:

- candidate availability;
- seniority, as defined in Article 4.8.3;
- required and desired academic credential(s) and professional certification(s);
- appropriate subject and professional expertise;
- teaching performance as assessed by Chair/tenured designate evaluations (including evaluation of course materials as applicable) and student evaluations of instruction;
- any applicable professional performance standards;
- performance of duties in a responsible and professional manner; and
- other bona fide department and program needs and priorities approved by the Dean.

4.8.3 Seniority

4.8.3.1 As per Article 4.8.2, seniority is one of the criteria that shall be taken into account in sessional reappointments and workload allocation.

4.8.3.2 A seniority list of eligible contract employees for each academic unit shall be compiled by Human Resources.

4.8.3.3 Seniority shall be based on accumulated teaching experience within the academic unit in terms of total SICH taught within the unit, taking into account the conversion of laboratory SICH specified in Article 4.8.3.4.

4.8.3.4 For the purposes of calculating and comparing seniority, laboratory SICH shall be multiplied by a factor of 0.5, the conversion factor identified in Article 6.3.2.

4.8.4 Deadlines

4.8.4.1 No later than April 1 the Chair shall post the available courses projected for the Fall semester, along with the reappointment criteria, and invite eligible contract employees in the academic unit to submit their requested teaching load in terms of courses and number of sections.

4.8.4.2 No later than November 15 the Chair shall post the available courses projected for the Winter semester along with the reappointment criteria, and invite eligible contract employees in the academic unit to submit their requested teaching load in terms of courses and number of sections.

4.8.4.3 No later than March 15 the Chair shall post the available courses projected for the Spring/Summer semester along with the reappointment criteria, and invite eligible contract employees in the academic unit to submit their requested teaching load in terms of courses and number of sections.

- 4.8.5 Eligible contract employees shall notify the Chair in writing of their requested teaching load by the deadline specified by the Chair, and their application for reappointment shall be considered by the standing committee. While requested teaching allocations shall be considered, there is no guarantee that they will be accommodated.
- 4.8.6 The standing committee shall be provided with all applications and supporting documents, including the criteria outlined in Article 4.8.2, performance evaluations to which applicants have had the opportunity to respond, any current documented disciplinary issues to which applicants have had the opportunity to respond, and any responses that applicants provided during the course of evaluation or disciplinary proceedings.
- 4.8.7 The standing committee shall review all applications and, based on the criteria outlined in Article 4.8.2, determine if the applicants are:
- eligible for reappointment;
 - eligible for reappointment with conditions;
 - ineligible for reappointment.
- 4.8.7.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.
- 4.8.8 A current contract employee who is eligible for reappointment with conditions shall be advised in writing of the reasons for the conditions, the nature of the conditions and how long the conditions shall remain in effect. The notice of eligibility for reappointment with conditions shall be signed by the employee to indicate receipt. Within ten (10) working days of receiving notice of eligibility for reappointment with conditions, the employee may respond to the committee in writing.
- 4.8.9 A current contract employee who is ineligible for reappointment shall be advised in writing of the reasons for ineligibility. Within ten (10) working days of receiving notice of ineligibility, the employee may respond to the committee in writing.
- 4.8.10 The standing committee shall review the applications and supporting documents for all eligible applicants and determine recommended allocations based on the criteria outlined in Article 4.8.2.
- 4.8.10.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.
- 4.8.11 When, due to unforeseen circumstances, a course/section must be allocated expeditiously, the Chair may make such allocations subject to Article 4.8.10 and shall report any such allocations to the standing committee at the earliest opportunity.
- 4.8.12 The chair of the standing committee shall submit a written list of the committee's recommended allocations, along with the employees' academic credentials, to the Dean for approval. In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.
- 4.8.13 Reappointed employees shall schedule a student evaluation of instruction for at least one of the allocated courses. Any Mount Royal University courses taught by the employee for the first time shall be evaluated through a student evaluation of instruction. The Chair or tenured designate shall conduct a peer evaluation of reassigned employees every thirty-six (36) months. Within two (2) weeks of receiving the results of a Chair/designate or student evaluation, an employee may submit a written response to the Chair.
- 4.9 **This Article is empty.**
- 4.10 **Continuing Appointment**
- 4.10.1 Continuing Appointment

4.10.1.1 A sessional employee who has completed four (4) semesters of employment within the last thirty-six (36) months shall be eligible for a continuing appointment with the opportunity for reappointment, subject to the conditions specified in Article 4.10.1.2. The Dean shall consult with the Chair to make decisions regarding the establishment of continuing contracts.

4.10.1.2 Initial appointment and reappointment to continuing contracts shall be subject to:

4.10.1.2.1 projected availability of courses for the period under consideration;

4.10.1.2.2 qualifications as specified in the selection criteria outlined in Article 4.8.2;

4.10.1.2.3 consistent satisfactory performance based on Chair/tenured designate evaluations and student evaluations of instruction;

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

4.10.1.3 Number of hours per contract:

4.10.1.3.1 A continuing lecturer 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;

4.10.1.3.2 When a librarian is employed in a continuing appointment, then the continuing contract shall apply for employment of no less than twenty-five (25) hours per week in each semester;

4.10.1.3.3 When a counsellor is employed in a continuing appointment, then the continuing contract shall apply for employment of no less than ninety-five (95) hours per semester;

4.10.1.3.4 When a continuing appointment consists of laboratory based instruction, then the continuing contract shall apply for employment of no less than four hundred and eighty (480) laboratory scheduled instructional course hours in an academic year.

4.10.1.3.5 When an employee employed as a lecturer does not have sufficient scheduled instructional course hours, then he/she may combine scheduled instructional course hours with laboratory scheduled instructional course hours as outlined in Article 6.3.2.

4.10.2 Continuing Clinical Appointment

4.10.2.1 A sessional employee who has completed four (4) semesters of clinical instruction employment within the last thirty-six (36) months shall be eligible for a continuing clinical appointment with the opportunity for reappointment, subject to the conditions specified in Article 4.10.2.2. The Dean shall consult with the Chair to make decisions regarding the establishment of continuing clinical contracts.

4.10.2.2 Initial appointment and reappointment to continuing clinical contracts shall be subject to:

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

4.10.2.2.2 qualifications as specified in the selection criteria outlined in Article 4.8.2;

4.10.2.2.3 consistent satisfactory clinical instructor performance including an evaluation by a full-time employee at least once each year for the first two (2) years of

the first continuing clinical appointment and every two (2) years thereafter while in a continuing clinical appointment;

4.10.2.2.4 continuing clinical appointments shall be for a maximum of two (2) years with the opportunity for reappointment. The Director, School of Nursing shall consult with the Chair, Bachelor of Nursing to make decisions regarding the establishment of continuing clinical appointments;

4.10.2.2.5 continuing clinical appointments or reappointments may commence in the Fall, Winter or Spring semester.

4.10.2.3 Number of hours per contract:

4.10.2.3.1 A continuing clinical appointment shall be for employment of no less than two hundred and forty (240) clinical hours in an academic year.

4.10.3 Eligibility for benefits as per Article 16.8.3 shall begin immediately upon commencement of the appointment to a continuing contract.

4.10.3.1 Continuing employees must be insured under the University'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.

4.10.3.2 The total cost of benefits premiums for benefits identified in Article 16.8.3 shall be shared between the Board and continuing employees as stated in Article 16.8.5.1.

4.10.4 Compensation for continuing contracts shall be prorated over twelve (12) months and shall be paid in accordance with Article 13.4.2.

4.10.5 Employees appointed to continuing contracts may accept additional sessional contracts, subject to the maximum instructional load in accordance with Article 14.14. These contracts shall be treated as separate sessional contracts for the purposes of compensation.

4.10.6 A continuing contract can be terminated under any one of the following conditions:

4.10.6.1 by the Board or the employee providing eight (8) weeks' notice in writing with reasons;

4.10.6.2 by mutual agreement at any time.

4.11 Fixed-term Appointment

4.11.1 The Board shall make available and make every effort to fill a total of 25 fixed-term appointments across the University. Fixed-term appointments shall be collectively allocated by Deans in consideration of discipline/department needs and abilities to sustain them.

These appointments shall be for contract employees who normally teach 384 or more SICH across the University annually (including the Spring semester), 144 or more of which are in the Fall semester.

4.11.2 A contract employee who has satisfied all of the following criteria shall be eligible to be considered for a fixed-term appointment with the opportunity for reappointment:

- i. has completed four (4) semesters of contract employment within the last thirty-six (36) months;
- ii. has normally taught 384 or more SICH in previous academic years (including the Spring semester);
- iii. is projected to teach 144 or more SICH in the Fall semester;
- iv. is at Step 4 or higher of the hourly rate schedule for contract appointments in Article 13.

- 4.11.3 Former employees who have retired from the University and are rehired into a contract appointment shall not be eligible for this appointment.
- 4.11.4 Initial appointment to fixed-term appointments shall be subject to:
- 4.11.4.1 Qualifications as specified in the selection criteria outlined in Article 4.8.2;
- 4.11.4.2 Consistent satisfactory performance based on Chair/tenured designate evaluations and student evaluations of instruction;
- 4.11.4.3 The period of appointment shall not exceed thirty six (36) months, shall indicate a start and an end date, and shall commence in the Fall semester.
- 4.11.5 Number of hours per contract:
- 4.11.5.1 A fixed-term appointment shall be for an annual workload ranging from 384 to 480 SICH as assigned by the Chair for the entirety of the fixed-term appointment, at least 144 of which must be in the Fall semester;
- 4.11.5.2 When a librarian is employed in a fixed-term appointment, then the contract shall apply for employment of no less than twenty-five (25) hours per week in each semester;
- 4.11.5.3 When a counsellor is employed in a fixed-term appointment, then the contract shall apply for employment of no less than one hundred and ninety (190) hours per semester.
- 4.11.6 Where the teaching workload crosses academic units, a detailed workload plan shall be determined each year by consultation between the Chair(s) and employee following consultation with the Dean(s).
- 4.11.7 Evaluation during a fixed-term appointment shall consist of:
- a chair/peer teaching evaluation by a tenured member in the first year of the appointment; and
 - at least three student evaluations of instruction per academic year, representing an array of courses where possible.
- 4.11.8 Eligibility for benefits as per Article 16.8.3, in addition to pension, shall begin immediately upon commencement of the fixed-term appointment.
- 4.11.8.1 Participation in the Local Authorities Pension Plan in accordance with LAPP regulations is optional.
- 4.11.8.2 Employees shall be insured under the University'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.
- 4.11.8.3 The total cost of benefits premiums for the benefits identified in Article 16.8.3 shall be shared between the Board and the employee as stated in Article 16.8.5.1.
- 4.11.9 Compensation for employees on fixed-term appointments shall be prorated over twelve (12) months and shall be paid in accordance with Article 13.4.2.
- 4.11.10 Employees appointed to fixed-term appointments shall receive \$600 each year of the contract pre-allocated from the Contract Professional Development Fund as outlined in Article 18.7.4. Unused funds can accumulate for up to four years.
- 4.11.11 Employees appointed to fixed-term appointments shall have the annual workload of 384 to 480

SICH normally distributed across the fall and winter semesters.

4.11.11.1 There shall be a written workload plan distributing the 384 to 480 SICH across the academic year, normally across the Fall and Winter semesters. Workload plans that fall outside of these parameters shall be arranged and agreed to between the Chair and employee with approval of the Dean. Should an agreed to workload plan include the Spring semester, any additional contract workload in the Fall or Winter semester shall first be applied towards the employee's fixed-term contract. The workload plan shall be amended to reflect this change.

4.11.11.2 Fixed-term appointed employees may accept sessional contracts in addition to the fixed term contract subject to Article 14.14. Such contracts shall be allocated in accordance with the process and criteria outlined in 4.8.

4.11.11.3 In all cases, contracts above the employee's fixed-term contract shall be treated as separate sessional contracts for the purposes of compensation and shall not be pension eligible.

4.11.12 Once the initial appointment expires, incumbents shall have rights of first refusal for consideration of re-appointment. Eligible incumbents shall normally be re-appointed for a term of up to three (3) years. To be eligible for re-appointment, evaluations as outlined in Article 4.11.7 carried out during the previous term must have been consistently satisfactory.

As with initial fixed-term appointments, fixed-term reappointments shall be subject to projected workload availability and discipline/department needs. If there are multiple eligible incumbents within one academic unit and not all incumbents can be reappointed, then reappointment decisions shall be based on the criteria outlined in Article 4.8.2.

Reappointment decisions shall usually be made by April 1 of the last year of the previous term of appointment and will commence on August 15.

4.11.13 A Fixed-term appointment can be terminated under any one of the following conditions:

4.11.13.1 Either the Board or an employee may terminate the employee's appointment by written notice of termination specifying the reasons in full.

4.11.13.2 In the case of termination by the Board, Articles 4.12.2 through 4.12.5 and 4.12.7 shall apply.

4.11.13.3 Pursuant to Article 4.11.13.1, an employee may terminate employment by giving notice to the Board no later than 15 March.

4.11.13.4 A fixed-term appointment may be terminated by mutual consent at any time.

4.12 Termination of Tenurable and Conditional Tenurable Employees

4.12.1 Either the Board or an employee may terminate the employee's tenurable or conditional tenurable appointment by written notice of termination specifying the reasons in full.

4.12.2 The Dean, in consultation with the Chair, shall recommend the termination of the employee's appointment to the Provost and Vice-President, Academic.

4.12.3 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 15.4) in lieu of notice.

4.12.4 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 15.4) in lieu of notice.

4.12.5 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 15.4) in lieu of notice.

4.12.6 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 15.4) in lieu of notice.

4.12.7 If an employee is not notified of the termination of employment as specified in Articles 4.12.1 and 4.12.3 or 4.12.4 or 4.12.5 or 4.12.6, that employee shall be considered to be appointed for the subsequent semester.

4.12.8 Pursuant to Article 4.12.1, an employee may terminate employment by giving notice to the Board no later than 15 March.

4.12.9 A probationary appointment may be terminated by mutual consent at any time.

4.13 Termination of Tenured or Permanent Employees

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

4.13.1 At any time by mutual consent;

4.13.2 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 if the employee's appointment commenced 15 August or 1 January;
- 30 June of that year if the employee's appointment commenced 1 July.

4.13.3 Upon the employee being declared redundant pursuant to Article 4.14.1;

4.13.4 Dismissal for just cause pursuant to Article 4.17 or Article 25.

4.14 Termination of Tenured or Permanent Appointments for Reasons of Redundancy

4.14.1 An employee may be declared redundant due to changes in curriculum, courses or programs, technological change, reduction in the academic unit, reorganization of work, insufficient enrolment, or upon an order or directive of the appropriate ministry that it is necessary to cancel courses of instruction.

4.14.2 An employee to be terminated due to redundancy shall be provided written notice of the reasons.

4.14.3 Before commencing termination of an employee declared redundant, the Board shall make reasonable efforts to redeploy the employee to a faculty position elsewhere in the University for which he/she is qualified. Any redeployment to another academic unit shall require the written consent of the employee. If such redeployment occurs, the employee shall retain his/her rank and placement on the salary grid.

4.14.4 An employee declared redundant shall receive notice to that effect 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 15.4) in lieu of notice.

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

4.14.5.1 an employee who has five (5) or fewer years of service at Mount Royal University 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.

4.14.5.2 an employee who has more than five (5) years of service at Mount Royal University shall receive the amount specified in Article 4.14.5.1 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 4.14.5 may not exceed twenty-five (25) months.

4.14.6 If within a three (3) year period after which the employee's appointment was terminated pursuant to Article 4.14.1, 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 University Tenure and Promotion 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 University.

4.14.7 An employee declared redundant shall have the right to grieve such redundancy according to Article 20 of the Agreement.

4.15 **Termination of Other Appointments for Reasons of Redundancy**

4.15.1 Whereas employees with limited-term appointments of one year or less or with sessional appointments are not subject to termination for reasons of redundancy, they are subject to not being reappointed. No termination provisions shall be available to such employees.

4.15.2 Other employees with non-tenured or non-permanent appointments may be terminated for reasons of redundancy as per the following termination provisions included in this Agreement:

- i. Continuing appointments: Article 4.10.6
- ii. Fixed-term appointments: Article 4.11.13
- iii. Limited-term appointments of duration greater than one year: Article 4.12.2 through 4.12.6
- iv. Probationary laboratory instructor appointments: Article 6.8
- v. Tenurable and conditional tenurable appointments: Article 4.12

4.16 **Order of Terminations for Reasons of Redundancy**

4.16.1 Termination for reasons of redundancy will not be considered if more than 20% of the annual SICH offered by an academic unit is delivered by employees with sessional appointments.

4.16.2 Terminations for reasons of redundancy within an academic unit shall occur in the following order:

- i. Continuing appointments
- ii. Fixed-term appointments
- iii. Limited-term appointments of duration greater than one year
- iv. Probationary, conditional and tenurable appointments
- v. Permanent and tenured appointments

4.16.3 Exceptions to 4.16.1 or to the order specified in 4.16.2 may occur when employees possess expertise, skills and/or abilities required for the successful delivery of an academic program or service. Such exceptional cases with rationale shall be communicated in writing by the Board to the Association prior to the notification of any affected employees.

4.16.4 In determining which employees will be terminated within each order level in an academic unit, the Board shall consider each employee's combination of qualifications, experience, and competence as relevant to the successful delivery of the unit's academic programs or services. The employee determined to rank lowest overall in terms of the aforementioned criteria shall be the first employee

terminated within each order level. When the aforementioned criteria are considered by the Board to be relatively equal among two or more employees, the decision as to which employee is to be terminated shall be governed by each employee's relative length of continuous service with the Board, including any authorized leaves or years of limited-term service. Termination decisions with rationale shall be communicated in writing by the Board to the Association prior to the notification of any affected employees.

4.17 **Suspension and Dismissal**

4.17.1 Notwithstanding anything herein otherwise contained:

4.17.1.1 the President or designate may summarily suspend, and

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

4.17.2 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.

4.17.3 An employee receiving notice of dismissal or suspension shall have the right to grieve such dismissal or suspension according to Article 20 of the Agreement.

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

ARTICLE 5 – CROSS-APPOINTMENTS

5.1 A cross-appointed employee shall be appointed in accordance with Article 4.5 or Article 4.6 to two academic units, referred to as the home academic unit and the cross academic unit.

5.2 For a cross-appointed employee, all references to Chair and Dean in this Agreement shall be to the Chair and Dean of the home academic unit, except as modified in this Article.

5.3 Where the home academic unit and the cross academic unit are in the same Faculty or School, all references to Deans in this Article shall be to a single Dean.

5.4 The home academic unit shall be responsible for the principal office space. The cross academic unit shall provide the working conditions required by the cross-appointed employee to fulfill his/her workload responsibilities in the cross academic unit. This may include shared office space for office hours and access to support staff services, equipment and supplies.

5.5 **Workload**

5.5.1 The workload of a cross-appointed employee shall be equivalent to the workload of an employee who is not cross-appointed.

5.5.2 Workload shall be assigned by consultation between the Chairs and the members of the home and cross-academic units, following consultation with the Deans.

5.5.3 A detailed workload plan outlining the instructional, or equivalent, workload and the service responsibilities in the home academic unit and in the cross academic unit shall be signed by the employee, the Chairs and the Deans.

5.5.3.1 The initial workload plan, agreed to in accordance with Article 4.5.6 or Article 4.6.5, shall be revised annually, where necessary, no later than 1 June for the following academic year. A revised workload plan shall be signed by the employee, the Chairs and the Deans.

5.5.4 A cross-appointed employee may apply for reassigned time, as described in Article 14.9, to the Dean of the home academic unit and/or to the Dean of the cross academic unit. An application

shall be copied to the other Dean.

5.5.4.1 If applications are made to both Deans, the Deans shall collaborate in making the decisions regarding reassigned time.

5.5.5 A cross-appointed employee shall be a full participating member of both the home academic unit and the cross academic unit.

5.5.5.1 A cross-appointed employee shall be eligible to stand for election to UTPC to represent only the home academic-unit, unless otherwise agreed.

5.6 **Changing Work Patterns**

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5.6.1 When a tenured cross-appointed employee plans to change work patterns pursuant to Article 14.8, written notice shall be provided to both Chairs and Deans.

5.6.2 When a tenured cross-appointed employee member opts to change to the Teaching-Service work pattern before the end of an initial three-year term in the Teaching-Scholarship-Service work pattern pursuant to Article 14.5.4, both Deans must approve the change.

Effective January 8, 2015

5.6.1 When a tenured cross-appointed employee wishes to change work patterns pursuant to Article 14.8, a written request shall be submitted to both Deans.

5.7 **Faculty Development Committee Applications**

5.7.1 A cross-appointed employee shall be eligible to apply to the Faculty Development Committee of both the home and the cross academic units for professional development funding.

5.8 **Leave Applications**

5.8.1 Leave applications shall be submitted to the Chair of the home academic unit, with a copy to the Chair of the cross academic unit.

5.9 **Evaluations**

5.9.1 Student evaluations of instruction shall be conducted in courses offered by both the home academic unit and the cross academic unit.

5.9.2 Where a cross-appointed employee is engaged in scholarship, the home and cross academic units shall ensure that relevant criteria and standards are clearly articulated, especially when the criteria and standards applied in the two academic units differ.

5.9.3 **Tenure Evaluations and Recommendations**

5.9.3.1 The Chair and Dean of the home academic unit shall lead the evaluation process for tenurable, conditional tenurable and limited term cross-appointed employees.

5.9.3.2 The Chair of the home academic unit shall consult with the Chair of the cross academic unit to ensure that peer evaluations are conducted by tenured peers from, and in courses offered by, both the home academic unit and the cross academic unit.

5.9.3.3 The detailed work plan, as specified in Article 5.5.3, for the current year shall be attached to the Annual Report and included in the tenure dossier.

5.9.3.4 A joint Tenure Committee, as defined in Article 9.1, representing both the home and

cross academic units shall be established. Normally the committee will be co-chaired by the chairs of the home and cross academic unit TCs. The joint TC shall forward the materials specified in Articles 10.4, 10.5 and 10.7 to both Deans.

5.9.3.5 The Deans shall respond jointly to a recommendation from the joint TC to meet with the employee as outlined in Article 10.4.11. The Deans shall write a joint mid-term tenure evaluation and a joint final tenure review and recommendation to the University Tenure and Promotion Committee.

5.9.4 Performance Review of Tenured Employees

5.9.4.1 The detailed work plan, as specified in Article 5.5.3, for the current year shall be attached to the Annual Report.

5.9.4.2 The Annual Report shall be submitted to both Deans, with a copy to both Chairs.

5.9.4.3 The Deans shall respond jointly to the Annual Report, in accordance with the terms of Article 12.3.2.

5.9.4.4 If either or both Deans deem the employee's performance to be not satisfactory, the Deans, in consultation with the Chairs and the employee, may develop a performance plan as outlined in Article 12.3.3.1.1. The performance plan shall be communicated to the employee in person and in writing, with a copy to both Chairs. A copy of the performance plan shall be placed on the employee's file in both Dean's offices by 30 November.

5.9.4.5 Should a performance plan be deemed appropriate and if either or both Deans determine in the following year's review that the performance, as per the performance plan, is not satisfactory, then a joint Faculty Review Committee, consisting of three members from each of the home and the cross Faculty Review Committees and chaired by the Chair of the home Faculty Review Committee, shall be established.

5.9.4.6 In applying all other provisions of Article 12.3, references to Dean shall be to both Deans and references to Chair shall be to both Chairs.

5.10 Promotion

5.10.1 A joint Promotion Committee, as defined in Article 9.2, representing both the home and cross Faculties/Schools shall be established. The joint PC shall make recommendations on applications for promotion to the rank of Professor. Normally the committee will be co-chaired by the Deans of the home and cross Faculties/Schools.

5.11 Change of Home Academic Unit

5.11.1 A tenured or tenurable cross-appointed employee may request to have the cross academic unit designated as the home academic unit after the initial appointment.

5.11.2 The request shall be made in writing, setting out the reasons, to both Chairs no later than the eighth (8th) week of the Fall semester of the year prior to the academic year in which the requested change is to take effect.

5.11.3 The Chairs and Deans of the home and cross academic units shall meet to determine whether to recommend the change of home academic unit to the Provost and Vice President, Academic. A recommendation for change of home academic unit must be unanimous.

5.11.3.1 In the event that the change of home academic unit is not recommended, the Dean of the home academic unit shall write a letter to the employee providing the reasons for the decision by 15 December of the academic year in which the request was made.

5.11.4 The Provost and Vice-President, Academic shall convey a decision, in writing, to the employee by

15 January of the academic year in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross academic units.

5.11.5 If the request for change of home academic unit is approved, the employee shall become a member of the new home academic unit effective 15 August of the academic year after the year in which the request was made.

5.12 Opting out of Cross-Appointment

5.12.1 A tenurable employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the probationary period.

5.12.2 A conditional tenurable or limited-term employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the appointment.

5.12.3 Under exceptional circumstances, any cross-appointed employee may request to opt out of the cross-appointment. Approval shall not normally be withheld.

5.12.4 A request to opt out of a cross-appointment shall be made in writing, setting out the reasons, to both Chairs no later than the eighth (8th) week of the Fall semester of the year prior to the academic year in which the requested change is to take effect.

5.12.5 The Chairs and Deans of the home and cross academic units shall meet to discuss the request to opt out and shall forward the employee's request, along with their recommendation, to the Provost and Vice President, Academic by 15 December of the academic year in which the request was made.

5.12.6 The Provost and Vice-President, Academic shall convey a decision, in writing, to the employee by 15 January of the academic year in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross academic units.

5.12.7 If the request to opt out of the cross-appointment is approved, the employee shall become a full-time member of the home academic unit effective 15 August of the academic year after the year in which the request was made.

5.13 Continuation of Cross-Appointment

5.13.1 A tenurable employee hired into a cross-appointed position shall normally continue in the cross-appointment after being granted tenure. If the employee wishes to opt out of the cross-appointment after being granted tenure, then the provisions of Article 5.12 apply.

5.13.2 A tenured employee cross-appointed under Article 4.6 may apply to extend the cross-appointment for a further period of three to five years, subject to the provisions of Article 4.6. Such application shall be made to both Chairs no later than the eighth (8th) week of the Fall semester of the final year of the cross-appointment.

5.14 Termination of Cross-Appointment

5.14.1 Should the need for a cross-appointment end, the employee shall become a full-time member of either the home academic unit or the cross academic unit.

ARTICLE 6 – LABORATORY INSTRUCTOR

Laboratory instructors support the work of an academic unit through laboratory instruction and related duties.

6.1 Categories and Levels of Appointment

6.1.1 Laboratory instructors are appointed by the Board in one of the following categories:

6.1.1.1 Permanent appointment with probationary period;

6.1.1.2 Limited-term appointment;

6.1.1.3 Contract appointment.

For clarity in this article, permanent refers to a permanent appointment for which the probationary period has been completed in accordance with Article 6.7 and full-time refers to a permanent appointment or a permanent appointment for which the probationary period has not yet been completed.

6.1.2 Permanent appointments with probationary period and limited-term appointments are made at one of the following levels, based on the duties and responsibilities outlined in Article 6.5:

6.1.2.1 Laboratory Instructor L1;

6.1.2.2 Laboratory Instructor L2.

6.2 **Laboratory Instructor Standing Committee**

An academic unit appointing full-time or limited-term laboratory instructors shall establish a standing committee for the appointment and evaluation of said laboratory instructors. The standing committee normally shall be composed of:

6.2.1 the Chair of the academic unit, who shall be chair of the standing committee. When the Chair of the academic unit is unable to chair the standing committee, the Dean shall designate a chair for the committee;

6.2.2 where possible, at least two tenured employees elected annually by the academic unit;

6.2.3 where necessary, as determined by the Dean in consultation with the Chair, one tenured employee from a cognate academic unit elected or appointed annually;

6.2.4 where possible, a permanent Laboratory Instructor L2 elected annually by the academic unit.

6.3 **Contract Laboratory Instructors**

6.3.1 Contract laboratory instructors are governed by the contract appointment provisions of this Collective Agreement.

6.3.2 The instructional load for contract laboratory instructors shall not exceed four hundred and eighty (480) laboratory scheduled instructional course hours (lab SICH) per semester. Exceptions require the approval of the Dean, following consultation with the Chair of the academic unit.

6.3.2.1 If the workload includes a combination of laboratory and lecture/tutorial instruction, the following table will be used to determine the maximal instructional load per semester, based on a 0.5 conversion factor between lab SICH and SICH:

<u>SICH</u>	<u>lab SICH</u>
0	480
48	384
96	288
144	192
192	96
240	0

6.3.2.2 The table in 6.3.2.1 shall be used for the sole purpose of calculating how SICH and lab SICH can be combined to determine maximal workload per semester.

6.4 Appointment Procedures for Full-time and Limited-term Laboratory Instructors

- 6.4.1 Initial appointments at the Laboratory Instructor L1 or Laboratory Instructor L2 level shall be either permanent with a probationary period of two years or limited-term.
- 6.4.2 For Laboratory Instructors at the L1 level, there shall be no automatic promotion to the Laboratory L2 level. Should a Laboratory Instructor L2 position become available there shall be an open competition according to the provisions of Article 6.4.
- 6.4.3 For permanent appointments with a probationary period of two years, previous contract appointment hours will not count toward the probationary period.
- 6.4.4 Limited-term appointments shall be for a term of up to two years and shall normally be made only to replace a permanent laboratory instructor, because funding is conditional, or to pilot a laboratory instructor position in a new discipline.
- 6.4.5 Prior to posting a position, the Chair of the academic unit shall meet with all members of the academic unit or discipline to develop the duties and responsibilities of the position, determine the level as Laboratory Instructor L1 or Laboratory Instructor L2, and develop the selection criteria, including, but not limited to, the following:
- academic credential or professional certification;
 - appropriate subject and professional expertise;
 - any applicable professional and teaching performance standards.

The recommended duties and responsibilities, the level and the selection criteria shall be forwarded to the Dean for approval.

- 6.4.6 The position shall be posted, along with the duties and responsibilities, the level and the selection criteria.
- 6.4.7 The Laboratory Instructor Standing Committee shall serve as the selection committee. 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, including the duties and responsibilities, the level and the selection criteria developed by the academic unit and approved by the Dean pursuant to Article 6.4.5.
- 6.4.8 The standing committee shall use the selection criteria as a guide to evaluate applicants and develop a list of applicants to be interviewed, conduct the interviews, and formulate its recommendations.
- 6.4.8.1 Where possible, the committee's decisions shall be reached by consensus and, if not possible, by a simple majority vote.
- 6.4.9 The chair of the standing 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 and level of appointment;
 - term, if a limited-term appointment;
 - placement on the salary schedule, in accordance with the provisions of Article 6.6.

The report shall also contain a description of the duties and responsibilities of the position. The report shall be submitted to the Dean who shall forward it to the Provost and Vice-President, Academic.

- 6.4.10 The Provost and Vice-President, Academic shall review the standing committee's report and recommendations for completeness of process and for conformity with grid placement guidelines, and shall make a recommendation to the President for consideration by the Board.
- 6.4.11 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 and term of appointment, level as Laboratory Instructor L1 or Laboratory Instructor L2, and placement on the salary schedule, in accordance with the provisions of Article 13. A copy of the Collective Agreement between the Mount Royal Faculty Association and the Board of Governors shall be included.

6.5 Workload for Full-time and Limited-term Laboratory Instructors

- 6.5.1 The distribution of duties may vary among disciplines and individuals.
- 6.5.2 The duties of a Laboratory Instructor (L1) include, but are not limited to, the following:
- laboratory instruction, including preparation and marking;
 - modifying and updating existing laboratory experiments, exercises and manuals, if applicable;
 - service to the department related to laboratory instruction.
- 6.5.3 The duties of a Laboratory Instructor (L2) include, but are not limited to, the following:
- laboratory instruction, including preparation and marking;
 - contributing 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;
 - investigating teaching methods and equipment for use in laboratories;
 - directing, mentoring and peer evaluating Laboratory Instructors and contract laboratory instructors;
 - assisting course coordinator with lab coordination;
 - act as liaison between Laboratory Instructors and course coordinators to help maintain consistent course standards in terms of instruction and grading;
 - service to the department.
- 6.5.4 A Laboratory Instructor (L1) shall normally teach between 900 and 1080 (20-24 sections) scheduled instructional course hours of laboratory instruction annually. A Laboratory Instructor (L2) shall normally teach between 630 and 900 (14-20 sections) scheduled instructional course hours of laboratory instruction annually. Teaching during the Spring semester may be required to complete the annual workload.
- 6.5.4.1 Exceptions for instructional workload outside of these ranges shall require the prior approval of the Dean.
- 6.5.5 Workload shall be assigned by the Chair, following consultation with the members of the academic unit and the Dean.
- 6.5.6 The workload assignment shall be appealable pursuant to Article 14.12.
- 6.5.7 Laboratory instructors shall not be eligible for reassigned time as provided for by Article 14.9.
- 6.5.8 Laboratory instructors shall be eligible to accept sessional instructional contracts for extra compensation, subject to approval by the Dean, following consultation with the Chair of the academic unit.

6.6 Evaluation of Probationary and Limited-term Laboratory Instructors

- 6.6.1 Permanent laboratory instructors in the probationary period and limited-term laboratory instructors

shall submit a Laboratory Instructor Annual Report to the Dean with a copy to the Chair no later than 7 May.

6.6.2 Permanent laboratory instructors in the probationary period and limited-term laboratory instructors shall be evaluated annually as follows:

6.6.2.1 two student evaluations of instruction, in different courses where possible, in each of the Fall and Winter semesters;

6.6.2.2 an evaluation by the Chair or designate in the Fall semester; the designate shall be tenured or a permanent laboratory instructor (L2);

6.6.2.3 an evaluation by a tenured member of the academic unit who is not a member of the Laboratory Instructor Standing Committee in the Winter semester;

6.6.2.4 for a Laboratory Instructor L2, a survey administered to the Laboratory Instructors and contract laboratory instructors that s/he directed and mentored during the year;

6.6.2.5 an annual evaluation conducted by the Laboratory Instructor Standing Committee during May. It shall be an evaluation of the employee's performance with respect to the permanency criteria listed in Article 6.7.3 and shall be based on the evaluations stipulated in Articles 6.6.2.1 to 6.6.2.3, Article 6.6.2.4 where applicable, and the Annual Report.

6.7 Permanent Appointments

6.7.1 Termination of a laboratory instructor who has been granted a permanent appointment pursuant to Article 6.7 may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause, as stipulated in Article 4.13 and 4.14.

6.7.2 A permanent laboratory instructor in the probationary period shall be eligible to apply for a permanent appointment at the end of the second year. One year of limited-term appointment as a laboratory instructor may be credited towards the probationary period.

6.7.3 Permanency recommendations and decisions shall be based on the following general criteria:

- i. evidence of effective performance of duties, including the extent to which duties have been carried out in a responsible and professional manner;
- ii. evidence of maintaining currency in the discipline with respect to laboratory instruction;
- iii. evidence of service to the department as required for the laboratory instructor's level, including the extent to which duties have been carried out in a responsible and professional manner;

6.7.4 In addition to the annual evaluation for the second year, the Laboratory Instructor Standing Committee shall review the evidence presented by the candidate and shall recommend to the Dean that the employee:

6.7.4.1 be granted a permanent appointment; or

6.7.4.2 be released; or

6.7.4.3 be granted one additional probationary year.

If recommendation 6.7.4.2 or 6.7.4.3 is made, reasons with reference to the permanency criteria listed in Article 6.7.3 shall be given.

6.7.5 The Dean shall forward the recommendation of the Laboratory Instructor Standing Committee to the Provost and Vice-President, Academic, along with his/her recommendation.

6.7.6 By 14 June of the year of application, the employee shall be advised in writing, with reasons, of the recommendation of the Laboratory Instructor Standing Committee as set forth in Article 6.7.4 and of the decision of the Provost and Vice-President, Academic.

6.7.7 An employee who has been granted an additional probationary year as specified in Article 6.7.4.3 may apply again for a permanent appointment the following year. Article 6.7.4.3 shall not apply for the second application.

6.7.8 If the Provost and Vice-President, Academic decides to release an employee as set forth in Article 6.7.4.2, such termination shall be effective no later than 22 June of the year of application.

Upon termination, that employee shall receive the sum of two (2) months' annual salary and accrued vacation pay as specified in Article 15.4.

Within ten (10) working days of receiving notice of termination, the employee may file a denial of permanency grievance in accordance with the provisions of Article 10.9.

6.8 Termination of Laboratory Instructors in the Probationary Period

6.8.1 Either the Board or an employee may terminate the employee's appointment during the probationary period by written notice of termination specifying the reasons in full.

6.8.2 In the case of termination by the Board, Articles 4.12.2 through 4.12.5 and 4.12.7 shall apply.

6.8.3 Pursuant to Article 6.8.1, an employee may terminate employment by giving notice to the Board no later than 15 March.

6.8.4 A probationary appointment may be terminated by mutual consent at any time.

6.9 Performance Review of Permanent Laboratory Instructors

6.9.1 Permanent laboratory instructors shall be evaluated annually by students in at least one course in each of the Fall and Winter semesters.

6.9.2 For a Laboratory Instructor L2, a survey shall be administered annually to the Laboratory Instructors and contract laboratory instructors that s/he directed and mentored during the year.

6.9.3 Permanent laboratory instructors shall submit a Laboratory Instructor Annual Report to the Dean with a copy to the Chair no later than the first Tuesday in September.

6.10 Vacation for Full-time and Limited-term Laboratory Instructors

6.10.1 Full-time laboratory instructors shall have two months of vacation, normally 22 June to 14 August plus one (1) week at a time determined by consultation between the laboratory instructor and the Chair. The dates of the vacation period may be altered by mutual consent between the laboratory instructor and the Chair, subject to approval of the Dean.

6.10.2 Limited-term laboratory instructors hired for a term of one (1) year or two (2) years are entitled to the vacation period specified in Article 6.10.1.

6.10.3 Limited-term laboratory instructors hired for less than twelve (12) months are not entitled to any vacation, but shall be paid not less than 8% of their gross salary as vacation pay. This provision shall also apply to the period of a term over one (1) year but less than two (2) years.

6.11 Benefits and Insurance for Full-time and Limited-term Laboratory Instructors

6.11.1 Full-time laboratory instructors shall be eligible for all benefits provided to full-time employees in Articles 16.1 to 16.7.

6.11.2 Limited-term laboratory instructors shall be eligible for all benefits provided to limited-term employees in Articles 16.1 to 16.6.

6.12 Leaves for Full-time and Limited-term Laboratory Instructors

6.12.1 Full-time laboratory instructors shall be eligible for Parental Leave (Article 17.1), full-time Illness

Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.9).

6.12.2 Limited-term laboratory instructors shall be eligible for full-time Illness Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.9).

6.13 Professional Development for Full-time and Limited-term Laboratory Instructors

6.13.1 The provisions of Articles 18.1, 18.3 to 18.5 and 18.8 shall apply to full-time and limited-term laboratory instructors.

ARTICLE 7 - HALF-TIME TENURED EMPLOYMENT

7.1 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.

7.2 Unless otherwise stated in this Article or elsewhere, all terms and conditions of this Collective Agreement apply to half-time tenured employees 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 employees is as set out below.

7.3 Application Procedure and Term of Appointment

7.3.1 Application for half-time tenured employment shall be forwarded to the Chair at least six (6) months in advance of the intended date of change in employment status.

7.3.1.1 after consultation between the Chair and full-time employees of the academic unit, the Chair shall forward a recommendation to the Dean, at least four (4) months in advance of the intended date of change in employment status, who shall then forward a recommendation to the Provost and Vice-President, Academic.

7.3.2 Appointment as a half-time tenured employee shall be for a term of one (1) to five (5) academic years, and may be renewable in one (1) to five (5) academic year increments as per the above application procedure.

7.3.3 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.

7.3.3.1 In exceptional circumstances, an employee may apply to the Dean to return to full-time status prior to the expiration of a second or subsequent term of appointment. Normally the request will be approved, subject to budgetary considerations.

7.4 Workload

7.4.1 The workload of a half-time tenured employee shall be assigned as per Pattern A or Pattern B and shall include:

7.4.1.1 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.

7.4.1.2 Pattern B - a workload which, as much as possible, is half the normal workload prescribed in Article 14 throughout the academic year.

7.4.2 The workload of half-time tenured employees shall be assigned by consultation between the Chair and the full-time members of each academic unit, following consultation with the Dean.

7.4.3 Teaching-Service Pattern

7.4.3.1 A half-time tenured employee 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 14.4.1) per year of the appointment and will provide service pro-rata pursuant to the Addendum on Teaching, Scholarship and Service.

7.4.4 Teaching-Scholarship-Service Pattern

7.4.4.1 A half-time tenured employee 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 14.5.1) per year of the appointment and will provide pro-rata scholarship and service, pursuant to the Addendum on Teaching, Scholarship and Service.

7.5 **Salary**

7.5.1 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.

7.5.2 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.

7.5.3 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).

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

7.6 **Benefits and Insurance**

7.6.1 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:

7.6.1.1 during the term of appointment with the cost sharing for premiums as stated in Article 16, and

7.6.1.2 during the period of the academic year outside the term of appointment provided the employee pays 100% of the premium costs (as per Article 17.9.3 re leave without pay).

7.6.2 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 16.

7.6.3 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.

7.6.4 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 University as approved leave without pay.

7.7 **Vacation and Holidays**

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

7.7.1.1 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 Chair, subject to the approval of the Dean;

7.7.1.2 shall be entitled to those holidays described in Article 15 which fall within the period of appointment. Holidays falling outside the period of appointment shall not be paid holidays.

7.7.2 A half-time tenured employee working in accordance with Pattern B shall be entitled to the vacation and holidays described in Article 15 and shall receive one half of that employee's salary on those days.

7.8 Leaves from the University

7.8.1 Entitlement to Parental leave (Article 17.1) shall continue during the term of appointment, except that the Board's obligation in Article 17.1.4.8 shall be reduced to 25% of regular salary for a maximum of three (3) months.

7.8.2 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.

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

7.8.4 Half-time tenured employees may apply for a sabbatical leave as per Article 17.7.2.1.4.

ARTICLE 8 – PHASED RETIREMENT

8.1 Eligibility

8.1.1 Tenured employees who have reached their LAPP “85 factor” (i.e. age plus years of service total 85 or greater) or are 60 years of age with at least fifteen (15) years accumulated service at this University are eligible to apply for phased retirement.

Note: LAPP rules on reduced pension may apply should an employee choose to apply for phased retirement prior to reaching their LAPP “85 factor”.

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 participants
0 – 20	2
21 or more	4

8.1.2 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 University.

8.2 Application

8.2.1 A tenured employee shall apply through the Chair by February 1 of the calendar year in which he or she intends to retire.

8.2.2 After consultation between the Chair and full-time employees of the academic unit, the Chair shall forward recommendations to the Dean who shall forward the completed application to the Provost and Vice-President, Academic for final decision.

- 8.2.3 The employee shall be notified by the Provost and Vice-President, Academic or Vice-President, Student Affairs and Campus Life no later than March 15 regarding his or her application.
- 8.2.4 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.
- 8.2.5 The employee, after resignation, will return to the University on a half-time appointment following either pattern A or B as specified in Article 7.4. The appointment shall be for a non-renewable term of one to three academic years.
- 8.2.6 Employees may continue to participate on committees and assume roles consistent with those of tenured employees.
- 8.2.7 Normally, only at the end of the appointment is the employee eligible to accept sessional employment under the provisions of Article 4.7 at the hourly rate schedule for contract appointments specified in Article 13. Exceptions to this require approval of the Dean.

8.3 **Work Patterns**

- 8.3.1 An employee participating in phased retirement shall remain in the same work pattern as at the time of application.
- 8.3.2 Workload shall be assigned as per Pattern A or Pattern B as specified in Article 7.4.
- 8.3.3 Workload shall be assigned by consultation between the Chair and the full-time members of the academic unit, following consultation with the Dean.
- 8.3.4 Teaching-Service Pattern
 - 8.3.4.1 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 14.4.1) per year of the appointment and will provide service pro-rata pursuant to the Addendum on Teaching, Scholarship and Service.
- 8.3.5 Teaching-Scholarship-Service Pattern
 - 8.3.5.1 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 14.5.1) per year of the appointment and will provide pro-rata scholarship and service, pursuant to the Addendum on Teaching, Scholarship and Service.

8.4 **Salary**

- 8.4.1 The employee shall be paid salary in accordance with either Pattern A or Pattern B as specified in Article 7.5.1 or 7.5.2.
- 8.4.2 The employee's salary shall be based on his or her placement on the salary schedule in Article 13.1.1 at the time of resignation. The employee shall not be eligible for movement on the salary schedule after the date of resignation. The employee shall receive any negotiated increases to his/her salary step.

An employee who is receiving a Long Service Increment in accordance with Article 13.1.8 on the date of resignation will continue to receive such increment during his/her Phased Retirement. An employee shall not become eligible for a Long Service Increment during his/her Phased Retirement.

8.5 **Benefits and Leaves**

- 8.5.1 The employee shall be eligible to draw pension benefits under the Local Authorities Pension Plan, subject to LAPP regulations.
- 8.5.2 The employee shall be eligible for benefits as specified in Article 16.8.3 and shall not have to meet the eligibility criteria outlined in Article 16.8.1.
- 8.5.3 The employee shall be eligible for List A as outlined in Article 14.9 and an amount equal to the prorated individual allotment of professional development funds.
- 8.5.4 The employee will not be eligible for sabbaticals, professional leaves or four-for-five leaves.
- 8.5.5 Re-employment rules are governed by LAPP and as such any changes made to them by LAPP must be adhered to.

8.6 **Vacation and Holidays**

- 8.6.1 The employee shall be eligible for vacation and holidays as outlined in Article 7.7.

ARTICLE 9 – TENURE AND PROMOTION SYSTEMS (July 1, 2014 to December 31, 2014)

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

- 9.1.1 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

- 9.1.2 Effective July 1, 2009, Tenure System I refers to the former tenure process outlined in Article 9.2.
- 9.1.3 Tenure System I shall apply to all tenurable employees whose tenurable appointment commenced prior to 1 July 2009.
- 9.1.4 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.
 - 9.1.4.1 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.
 - 9.1.4.2 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.
 - 9.1.4.3 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.
- 9.1.5 Effective January 1, 2013, all remaining work of the Faculty Tenure Committee under Tenure System I shall be transferred to the University Tenure and Promotion Committee of Tenure

System II and the Faculty Tenure Committee shall cease to exist.

Tenure System II

9.1.6 Effective July 1, 2009, Tenure System II refers to the new tenure process outlined in Articles 9.3 to 9.5 and Article 10 of this Collective Agreement.

9.1.7 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 9.1.4.1 applies.

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

9.2.1 Tenure System I shall be the tenure process and criteria specified in the Faculty Tenure Committee Brochure dated September 2009. The "Chair and Tenured Faculty Annual Evaluation [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 9.3. The Faculty Tenure Committee shall use the criteria specified in its brochure dated September 2009 in evaluating applications for tenure and in formulating its recommendations to the Board of Governors.

9.2.1.1 In a vote on whether or not to elect the Tenure and Promotion Committee as specified in Article 9.3.7, the ballot shall contain as a second question whether or not the elected committee is to be used in place of the tenured peers in the academic unit for Tenure System I.

9.2.2 Subject to the provisions of Article 9.2.3, 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.

9.2.3 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:

9.2.3.1 The employee shall remain in the same work pattern identified in the letter of appointment;

9.2.3.2 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.

9.2.4 All tenurable employees who have elected to extend the probationary period as outlined in Article 9.2.3 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.

9.2.5 The Faculty Tenure Committee may, for special reasons, entertain application for tenure from an employee prior to the fourth year of tenurable employment.

9.2.6 The Faculty Tenure Committee shall consist of:

9.2.6.1 two (2) tenured members of the Association, elected by the Association;

9.2.6.2 the President of the University;

- 9.2.6.3 the Provost and Vice-President, Academic;
- 9.2.6.4 one (1) person designated by the President of the University, who is acceptable to the three other members of the committee.
- 9.2.6.5 the Association and the Board each shall name one standing proxy to replace members unable to attend for good reason.
- 9.2.7 An applicant for tenure:
 - 9.2.7.1 shall be provided with copies of all documents submitted to the Faculty Tenure Committee pertaining to such application;
 - 9.2.7.2 shall be provided such copies no less than seventy-two (72) hours prior to any meeting with the committee, and
 - 9.2.7.3 shall have the right to appear before the committee prior to its decision.
- 9.2.8 Following final review, the Faculty Tenure Committee shall recommend to the Board that the employee:
 - 9.2.8.1 be granted tenure; or
 - 9.2.8.2 be released; or
 - 9.2.8.3 receive an appointment of a further probationary period, no longer than an additional year.
- 9.2.9 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 9.2.8 above.
- 9.2.10 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 9.2.8.3.
- 9.2.11 If the Board recommends the release of an employee as set forth in Article 9.2.8.2, 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 15.4.

9.3 **Academic Unit Tenure and Promotion Committee** (for Tenure System II)

- 9.3.1 There shall be a Tenure and Promotion Committee, hereafter referred to as the TPC, in each academic unit. The TPC is either composed of the Chair and the tenured members not on leave, perhaps augmented as specified in Article 9.3.5, or elected as outlined in Article 9.3.9.
- 9.3.2 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.
- 9.3.3 The TPC shall elect a committee chair annually.
- 9.3.4 The quorum for all meetings shall be two-thirds of the membership, including the Chair of the academic unit.
- 9.3.5 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, in consultation with the Chair, to bring the total membership to five (5).

9.3.6 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 9.3.9.

9.3.7 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.

9.3.7.1 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.

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

9.3.8.1 After the initial three-year period, any tenured member of the academic unit may request that a ballot be held as outlined in Article 9.3.7. If a majority votes against an elected TPC, the TPC shall be constituted as specified in Article 9.3.5.

9.3.9 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 15 September.

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

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

9.3.9.3 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

9.3.9.4 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.

9.3.9.5 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, shall be used to assign terms to members and to determine the alternate.

9.3.10 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.

9.4 **The University Tenure and Promotion Committee** (for Tenure System II)

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

9.4.2 The UTPC shall be composed of:

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

9.4.2.2 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 University and the Association as follows:

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

9.4.2.2.2 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.

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

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

9.4.4 The chair shall only vote to break a tie.

9.4.5 Members and alternates serving in their first year on the UTPC 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.

9.5 **Principles Governing Tenure and Promotion Committees** (for Tenure System II)

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

9.5.2 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.

- 9.5.3 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 in the case of an academic unit's Tenure and Promotion Committee and by the President in the case of the Dean or the University Tenure and Promotion Committee.

- 9.5.3.1 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.

- 9.5.3.2 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.

- 9.5.3.3 The candidate may request in writing to the Dean or the President, as appropriate, that a committee member or the Dean be removed for conflict of interest.

- 9.5.3.4 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 or the President, as appropriate, for a decision.

- 9.5.3.5 The decision of the Dean or President, as appropriate, on whether a conflict of interest exists shall be final.

- 9.5.3.5.1 If the Dean or President determines that a conflict of interest exists for a committee member in the consideration of an application, then the Dean or President shall remove the member from the committee for consideration of this application. Where possible, the member shall be replaced by an alternate.

- 9.5.3.5.2 If the President determines that a conflict of interest exists for the Dean, then the President shall replace the Dean with another Dean for the consideration of this application.

ARTICLE 10 – TENURE (July 1, 2014 to December 31, 2014)

10.1 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 4.13, termination of a tenured appointment may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause.

10.2 Criteria for Tenure

- 10.2.1 Tenure recommendations and decisions shall be made on the basis of meeting 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 proficient and scholarly teaching;
- ii. evidence of scholarship, where applicable, congruent with the teaching loads and resources available for scholarship at an undergraduate university;
- iii. evidence of significant contributions in service; and
- iv. evidence that the duties have been carried out in a responsible and professional manner.

The standards shall be met in all applicable categories. Exceeding the standards in one category shall not lower the performance expectations in the other categories.

10.2.2 Tenure recommendations and decisions shall be based solely on the general criteria in this Article, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors in effect on the date of commencement of appointment, and shall be made in accordance with the Process and Timelines for Tenure System II in effect on the date of commencement of appointment.

10.3 Probationary Period

10.3.1 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.

10.3.2 During the probationary period, a tenurable employee's performance shall be evaluated using the criteria outlined in Article 10.2.

10.3.3 Annual evaluations of tenurable employees shall be conducted in conformity with the requirements of Article 10.4.

10.3.4 A tenurable employee shall normally have a mid-term tenure evaluation in the third probationary year conducted as outlined in Article 10.5.

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

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

10.3.7 Years credited towards the Probationary Period.

10.3.7.1 Tenurable employees who have two or more years service in a tenure track position 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 University. 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.

10.3.7.2 Limited-term, previous term-certain, or conditional tenurable employees of Mount Royal University 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 University credited towards their probationary period, as outlined in Article 10.3.7.1.

10.3.7.3 An application 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. The Dean shall forward the TPC recommendation, along with his/her own written recommendation, to the UTPC no later than 31 January of the first probationary year. The UTPC 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 UTPC with respect to granting of credit towards the probationary period shall be final.

10.3.7.4 When one year of credit is granted towards the probationary period there shall be annual tenure evaluations in the first and third years and a mid-term tenure evaluation in the second year of the remaining probationary period of four (4) years.

10.3.7.5 When two years of credit are granted towards the probationary period there shall be no mid-term tenure evaluation.

10.3.8 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.

10.4 Annual Tenure Evaluation

10.4.1 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.

10.4.2 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 12.1.1;
- 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.

10.4.3 The employee shall submit the complete tenure dossier to the chair of the TPC no later than three (3) working days following the end of the Winter semester final examination period.

10.4.4 All tenured members of the academic unit, whether members of the TPC or not, 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 no later than three (3) working days following the end of the Winter semester final examination period. Written feedback must be submitted to the TPC within five (5) working days.

10.4.5 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 10.2 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.

- 10.4.6 The TPC shall provide the employee with the draft annual evaluation report no later than the end of May. The report shall be provided no less than three (3) working days prior to the meeting with the employee.
- 10.4.7 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.
- 10.4.8 The TPC shall then prepare the final annual evaluation report. Any dissenting opinions from committee members shall be attached to the report.
- 10.4.9 No later than three (3) 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 no later than 14 June.
- 10.4.10 Copies of the current year's Annual Report, the annual evaluation report and any response from the employee shall be forwarded to the Dean by the chair of the TPC no later than 14 June.
- 10.4.11 The TPC may recommend that the Dean 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:
 - 10.4.11.1 No later than 14 June, the chair of the TPC shall forward the employee's complete tenure dossier to the Dean or Associate Dean.
 - 10.4.11.2 The Dean or Associate Dean shall meet with the employee no later than 31 August, but not during the vacation period stipulated in Article 15 unless otherwise requested by the employee, in order to address the concerns raised by the TPC. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.
 - 10.4.11.3 No later than 15 September, the Dean or Associate Dean shall prepare a written report of the meeting, outlining the concerns raised and the remedial measures, if any, to be taken to address them. Any remedial measures shall be developed in consultation with the Chair of the academic unit. The report shall be placed in the tenure dossier. The employee shall have the right to respond to the report, in writing, within three (3) working days of 15 September and any response shall be included in the tenure dossier.
 - 10.4.11.4 No later than 30 September, the Dean or Associate Dean shall meet with the employee and the Chair to discuss the report. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.

10.5 **Mid-Term Tenure Evaluation**

- 10.5.1 The TPC and the Dean 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.

- 10.5.2 The tenurable employee shall submit the complete tenure dossier to the chair of the TPC no later than three (3) working days following the end of the Winter semester final examination period.
- 10.5.3 The TPC shall meet to consider the tenure dossier. The TPC shall evaluate the tenurable employee's performance using the criteria outlined in Article 10.2 and shall prepare a draft mid-term evaluation report.
- 10.5.4 No later than 15 May, where the TPC is elected as outlined in Article 9.3.9, the TPC shall make the tenure dossier and 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 (5) working days.
- 10.5.5 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.
- 10.5.6 No later than 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 (3) working days prior to the meeting with the employee.
- 10.5.7 The TPC shall meet with the tenurable employee to discuss the draft mid-term 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.
- 10.5.8 The TPC shall then prepare the final mid-term evaluation report. Any dissenting opinions from committee members shall be attached to the report.
- 10.5.9 No later than three (3) working days before 14 June, the chair of the TPC shall provide the tenurable employee with the final mid-term 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 mid-term evaluation report no later than 14 June.
- 10.5.10 No later than 14 June, the chair of the TPC shall forward to the Dean the tenure dossier, containing the TPC's mid-term evaluation report and any response from the tenurable employee.
- 10.5.10.1 The Dean shall meet with the tenurable employee no later than 31 August, but not during the vacation period stipulated in Article 15 unless otherwise requested by the employee, in order to discuss the employee's progress towards fulfilling the criteria for the granting of tenure. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.
- 10.5.10.2 No later than 15 September, the Dean shall advise the tenurable employee, in writing, whether or not his/her progress towards tenure is satisfactory. If the progress towards tenure is deemed unsatisfactory, the Dean, where appropriate, shall, in consultation with the Chair of the academic unit, recommend remedial measures and include such measures in the written evaluation. The Dean's evaluation shall be placed in the tenure dossier. The employee shall have the right to respond to the report, in writing, within three (3) working days of 15 September and any response shall be included in the tenure dossier.
- 10.5.11 The mid-term tenure evaluation ends once the Dean's review has been completed.

10.6 Application for Tenure

- 10.6.1 Subject to the provisions of Article 10.6.4, all tenurable employees shall be candidates for tenure on 15 January of the fifth probationary year.

- 10.6.2 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 secretary of the UTPC.
- 10.6.3 By 1 February, the candidate, with the assistance of the Chair of the academic unit, shall submit the tenure dossier containing all the required documents 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.
- 10.6.4 A tenurable employee may elect to extend the probationary period as described in Article 10.3 for one year, subject to the following provisions:
- 10.6.4.1 The employee has not previously elected to extend the probationary period.
- 10.6.4.2 The employee has not been granted an additional probationary year as provided for in Article 10.8.2.3.
- 10.6.4.3 The employee shall remain in the same work pattern identified in the letter of appointment.
- 10.6.4.4 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.
- 10.6.4.5 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 10.6.2 and 10.6.3, with the exception that the tenure dossier will normally contain all the required documents covering eleven (11) semesters.

10.7 Final Tenure Review and Recommendation from the TPC and the Dean to the UTPC

- 10.7.1 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.
- 10.7.2 The TPC shall prepare a draft tenure review and recommendation to the UTPC, based on the materials in the candidate's dossier and using the criteria outlined in Article 10.2.
- 10.7.3 By 1 March, the TPC shall make the tenure dossier and 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 (5) working days.
- 10.7.4 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.
- 10.7.5 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 (3) working days prior to the meeting with the candidate.
- 10.7.6 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.
- 10.7.7 The TPC shall then prepare the final tenure review and recommendation to the UTPC. 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.

10.7.8 No later than three (3) 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 by 31 March.

10.7.9 By 31 March, the chair of the TPC shall forward to the Dean the tenure dossier, containing the TPC's final tenure review and recommendation and any response from the candidate.

10.7.10 By 15 April, the Dean shall write a final tenure review and recommendation to the UTPC which shall be transmitted to the candidate and the candidate's Chair.

10.7.11 Within three (3) working days of receiving the Dean'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 UTPC.

10.8 **UTPC Procedures for Tenure**

10.8.1 The UTPC shall review the tenure dossier using the criteria outlined in Article 10.2 and according to the procedures in the Process and Timelines for Tenure System II.

10.8.2 Following final review, the UTPC shall recommend to the President that the employee:

10.8.2.1 be granted tenure and be promoted to the rank of Associate Professor; or

10.8.2.2 be released; or

10.8.2.3 be granted one additional probationary year, provided that the employee has not previously elected to extend the probationary period.

10.8.3 By 14 June of the year of application, the employee shall be advised in writing, with reasons, of the recommendation of the UTPC as set forth in Article 10.8.2 above and of the decision of the President.

10.8.4 An employee who has been granted an additional probationary year as specified in Article 10.8.2.3 shall apply again for tenure by the date specified by the UTPC in its recommendation to the President. The application shall be reviewed according to the procedures for an additional probationary year in the Process and Timelines for Tenure System II. Article 10.8.2, except for 10.8.2.3, Article 10.8.3 and Article 10.8.5 shall apply.

10.8.5 If the President decides to release an employee as set forth in Article 10.8.2.2, 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 15.4.

10.9 **Appeal of Denial of Tenure or Permanency**

10.9.1 Within ten (10) working days of receiving notice of termination as set forth in Articles 10.8.2.2 or 6.7.4.2, the employee may file an appeal of denial of tenure or denial of permanency with the President and the President of the MRFA.

10.9.2 A denial of tenure grievance shall proceed directly to the University Appeals Committee which shall consist of:

10.9.2.1 A Dean, not of the same faculty as the appellant, appointed by the President, and who

shall chair the committee and shall vote only in the case of a tie.

10.9.2.2 Two (2) tenured employees of the University from a different faculty than the appellant, nominated by the Association,

10.9.2.3 Two (2) tenured employees from a faculty other than that of the appellant, appointed by the Board.

10.9.3 Upon receipt of a Notice of Appeal of denial of tenure:

10.9.3.1 The President shall summon the University Appeal Committee which shall meet to consider the appeal within ten (10) working days of receipt of the Notice of Appeal.

10.9.3.2 The University Appeal Committee shall review the recommendation of the UTPC along with all the supporting documentation and shall decide no later than ten (10) working days:

10.9.3.2.1 The UTPC's recommendation to deny tenure be upheld; or

10.9.3.2.2 The UTPC's recommendation to deny tenure be changed to recommendation to grant tenure.

10.9.4. Upon receipt of the decision of the University Appeal Committee, either party may, within twenty working (20) days of the same proceed to Step 5 of the Grievance Procedure outlined in Article 20.2.5.

ARTICLE 11 – PROMOTION (July 1, 2014 to December 31, 2014)

11.1 Promotion to the Rank of Assistant Professor

11.1.1 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 4.2.4.2.

11.2 Promotion to the Rank of Associate Professor

11.2.1 Promotion from the rank of Assistant Professor to the rank of Associate Professor shall occur upon the granting of tenure, as stipulated in Article 10.8.2.1.

11.3 Promotion to the Rank of Professor

11.3.1 Definition of Promotion to the Rank of Professor

At Mount Royal University, promotion to the rank of Professor is a formal recognition of sustained excellence as an employee in an instructionally-focused undergraduate university.

11.3.2 General Criteria for Promotion to the Rank of Professor

A candidate is eligible for promotion to the rank of Professor when he or she is working at a level that satisfies the criteria below, and when that level of performance is judged to represent a clear and prolonged trend within a career as demonstrated by the following general criteria:

- i. evidence of proficient and scholarly teaching;
- ii. evidence of scholarship, congruent with the teaching loads and resources available for scholarship at an undergraduate university, where applicable;
- iii. evidence of significant contributions in service; and
- iv. evidence that the duties have been carried out in a responsible and professional manner.

Exceeding the standards in one category shall not lower the performance expectations in the other

categories.

Promotion recommendations and decisions shall be based solely on the general criteria in this Article, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors.

Candidates may apply for promotion based on either one (1) of the categories listed below in Article(s) 11.3.2.1 or 11.3.2.2, and 11.3.2.3.

11.3.2.1 Excellence and Leadership in Teaching

The candidate is an exemplary teacher who demonstrates leadership in teaching. The criteria include all the criteria for “proficient and scholarly teaching” as outlined in the effective *Tenure and Promotion Guidelines Brochure*. The assessment of excellence and leadership in teaching shall be based on the criterion in Article 11.3.2 i and the following criteria:

- demonstrates a sustained and significant impact on teaching beyond the individual’s classes;
- influences professional dialogue about teaching beyond the academic unit;
- provides leadership for major educational initiatives in or beyond the university;
- champions the ongoing enhancement of undergraduate education;
- contributions to teaching and learning are recognized by peers at the national or international level.

11.3.2.2 Excellence in Scholarship and Proficient and Scholarly Teaching

The assessment of excellence in scholarship shall be based on the criterion in Article 11.3.2 ii, all the criteria for “significant results from scholarship” as outlined in the effective *Tenure and Promotion Guidelines Brochure* and the following criteria:

- the candidate’s scholarship is recognized by peers at the national or international level;
- the candidate’s scholarship has had a demonstrable impact on the work of other scholars, professionals, or within appropriate academic or professional communities;
- the candidate continues to meet the criteria for proficient and scholarly teaching required for the granting of tenure.

11.3.2.3 Substantial Contribution in Service

The determination of substantial contribution in service shall be based on the criterion in Article 11.3.2 iii, all the criteria for “collegial participation” outlined in the effective *Tenure and Promotion Guidelines Brochure*, plus the following:

The candidate demonstrates leadership in at least one, or significant contributions in at least two, of the following:

- service to the academic unit and faculty
- service to the university
- service to academic fields of study
- service to the broader community, in a faculty member-related or discipline-related capacity

11.4 **Review for Promotion to Rank of Professor and Recommendations from the TPC and the Dean to the UTPC**

11.4.1 By 31 January, the employee shall notify the Chair of the TPC, the Dean, and the Chair of the UTPC, in writing, that s/he intends to apply for promotion to the rank of Professor, and provide the names of six external referees who have agreed to comment confidentially on the application along with a rationale for the choices. Three referees shall be chosen from the list as follows:

- 11.4.1.1 The chair of the TPC of the academic unit shall name one (1) referee and an alternate.
- 11.4.1.2 The Dean shall name one (1) referee and an alternate.
- 11.4.1.3 The Provost and Vice-President, Academic shall name one (1) referee and an alternate.
- 11.4.1.4 The names shall be forwarded to the Dean, and the Dean shall write to the referees inviting them to comment on the application. Wherever possible, the external review shall be received within four weeks of the request.
- 11.4.1.4.1 The Dean shall provide the chair of the TPC with the external reviewers' comments. These comments shall be kept confidential and separate from the promotion portfolio and shared only with members of the TPC, the Dean and members of the UTPC.
- 11.4.2 Effective 2011-2012 academic year, by the second Friday in June the employee shall submit the completed promotion portfolio to the chair of the TPC and notify in writing, the Dean, the Chair of the UTPC and the President of the MRFA of the submission.
- 11.4.3 All tenured members of the academic unit, whether members of the TPC or not, may provide feedback to the TPC, in writing, on the suitability of the candidate for promotion, based on the promotion criteria. The chair of the TPC shall make the portfolio available to the tenured members of the academic unit for review on 15 September. Written feedback must be submitted to the TPC within five working days.
- 11.4.4 The TPC shall meet to consider the promotion portfolio and the written feedback from tenured members of the academic unit. The TPC shall evaluate the employee's suitability for promotion using the criteria outlined in Article 11.3.2 and shall prepare a draft recommendation. A summary of written feedback received from tenured members of the academic unit shall be incorporated into the recommendation.
- 11.4.5 By the end of the second week in October, the TPC shall provide the employee with the draft recommendation. The recommendation shall be provided no less than three working days prior to the meeting with the employee.
- 11.4.6 The TPC shall meet with the employee to discuss the draft recommendation. 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 another tenured colleague as an observer for support.
- 11.4.7 The TPC shall then prepare the final recommendation. Any dissenting opinions from committee members shall be attached to the report.
- 11.4.8 No later than three working days before 31 October, the chair of the TPC shall provide the employee with the final recommendation of the TPC. The employee shall have the right to respond in writing to the chair of the TPC. Any response shall be added to the promotion portfolio by the employee along with the promotion recommendation by October 30.
- 11.4.9 By 31 October, after the receipt of the final recommendation, the employee has the right to withdraw the application without prejudice to future applications.
- 11.4.10 The chair of the TPC shall forward to the Dean the promotion portfolio, the confidential comments from the external reviewers, the TPC's final promotion recommendation and any response from the candidate.
- 11.4.11 By 15 November, the Dean shall forward a recommendation on the application of the employee to the UTPC along with the confidential comments from the external reviewers. A copy of the recommendation shall be provided to the candidate and the candidate's Chair.

11.4.12 Within three working days of receiving the Dean's final promotion review and recommendation, the candidate shall include it in the promotion portfolio and shall forward the cumulative dossier to the secretary of the UTPC.

11.5 UTPC Procedures for Promotion

11.5.1 The UTPC shall review the promotion portfolio using the general criteria in Article 11.3.2, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors.

11.5.2 Following final review, the UTPC shall decide that the employee:

11.5.2.1 be promoted to the rank of Professor; or

11.5.2.2 be denied promotion to the rank of Professor.

11.5.3 The employee shall be advised in writing, with reasons, of the decision of the UTPC as set forth in Article 11.5.2 above normally no later than 31 January of the Winter Semester.

11.6 Appeal of Denial of Promotion

11.6.1 Within twenty one (21) working days of receiving the decision of the UTPC to deny promotion to the rank of Professor as set out in Article 11.5.2.2, the employee may appeal the decision to deny promotion to the University Appeal Committee (UAC) on one or more of the following grounds:

11.6.1.1 Failure to follow procedural processes outlined herein this Collective Agreement and/or within the *Tenure and Promotion Guidelines Brochure* effective at the time.

11.6.1.2 Consistency of application of the criteria outlined in Article 11.5.1.

11.6.1.3 The decision of the UTPC conflicts with that of the academic unit's TPC or the Dean.

11.6.1.4 No appeal may be launched based on a procedural error committed by the applicant.

11.6.2 Should the employee decide to appeal, the employee shall file a Notice of Appeal of Denial of Promotion in writing to the President of the University with a copy to the President of the Association. The University President shall notify the Dean and the Chair of the academic unit's TPC and the Chair of the UTPC that an appeal is pending. The Notice of Appeal shall note the grounds of the appeal and include the evidence on which the appeal is based and it shall form the basis on which the appeal is to be heard by the UAC.

11.6.3 If the employee has filed a notice of intention to apply for promotion to full professor, such notice shall be withdrawn as an employee may not have an application and an appeal in the system at the same time.

11.6.4 The University Appeal Committee

There shall be a University Appeals Committee which shall hear all appeals against decisions of the UTPC related to promotion.

11.6.4.1 Membership:

The University Appeal Committee shall consist of:

11.6.4.1.1 The President of the University, who shall chair the committee and shall vote only in the case of a tie.

11.6.4.1.2 Three (3) tenured employees of the University appointed by the Association, one of whom shall serve as a designated alternate. These appointments shall

be made prior to the Board's appointments (see below).

11.6.4.1.3 Three (3) tenured employees of the University appointed by the Board, one of whom shall serve as a designated alternate.

11.6.4.1.4 There shall be no more than one member of the committee from any one faculty/school/area. For the purposes of this article, Counsellors will be considered as associated with the Faculty of Arts and the Library will be considered as a distinct area.

11.6.4.1.5 In the case of an appellant being from the same faculty/school/area as a non-alternate member of the Committee, an alternate will replace that member on the committee for the processing of that appellant's appeal.

11.6.4.1.6 Upon hearing an appeal and when disagreement exists among the external referees, the Committee may by majority vote decide to appoint an external academic, who has expertise in the appellant's field. The external academic shall be a voting member of the committee. The appointment shall be made by the President in consultation with the Committee.

11.6.4.2 Procedure of the University Appeal Committee

11.6.4.2.1 Upon receipt of a Notice of Appeal, the President shall notify the appellant's Dean and the Chair of the TPC of the academic unit.

11.6.4.2.2 The University Appeal Committee shall be summoned and meet to consider the appeal within twenty (20) working days of receipt of the Notice of Appeal.

11.6.4.2.3 The University Appeal Committee shall review the recommendation of the UTPC along with all the supporting documentation and shall decide:

11.6.4.2.3.1 The UTPC's recommendation to deny promotion be upheld; or

11.6.4.2.3.2 The UTPC's recommendation to deny promotion be changed to a recommendation to grant promotion.

11.6.5 The decision of the University Appeal Committee shall be final.

11.6.6 The President shall convey the decision of the University Appeal Committee to the appellant, the President of the MRFA, the Chair of the UTPC, the Dean, and the Chair of the appellant's academic unit TPC no later than 30 working days after the initial meeting of the Committee.

11.6.7 An employee shall not apply for promotion to professor more than twice in a five (5) year period commencing from the date of the first notice of intention to apply for promotion.

EFFECTIVE AS OF 1 JANUARY, 2015 ARTICLE 9, ARTICLE 10 & ARTICLE 11 ARE AMENDED AS FOLLOWS:

ARTICLE 9 – TENURE AND PROMOTION SYSTEMS (Effective January 1, 2015)

9.1 Academic Unit Tenure Committee (TC)

9.1.1 There shall be a Tenure Committee, hereafter referred to as the TC, in each academic unit.

9.1.2 The TC shall conduct annual and mid-term tenure evaluations of tenurable employees in the academic unit and shall make recommendations on applications for tenure in accordance with the processes outlined in this Collective Agreement.

9.1.3 Where there are more than nine (9) tenured members in an academic unit, exclusive of the Chair and tenured members on leave, the TC shall be elected as outlined in Article 9.1.4.3.

9.1.4 Where there are nine (9) or fewer tenured members in an academic unit, exclusive of the Chair and tenured members on leave, the unit is eligible to decide whether its TC shall be composed of the Chair and the tenured members not on leave or shall be elected as outlined in Article 9.1.4.3.

9.1.4.1 Each eligible academic unit shall decide no later than 31 August by secret ballot whether or not to elect its TC. All tenured members are eligible to vote. If a majority votes against an elected TC, the TC shall be composed of the Chair and the tenured members not on leave.

9.1.4.1.1 After an initial vote not to elect the TC, any tenured member of the academic unit may request in a subsequent year that a ballot on whether or not to elect the TC be held.

9.1.4.2 An elected TC shall be established for a minimum of three (3) years.

9.1.4.2.1 After the initial three-year period, any tenured member of the academic unit may request that a ballot be held as outlined in Article 9.1.4.1.

9.1.4.3 An elected TC 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 the first Friday in September.

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

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

9.1.4.3.3 In the first year of an elected TC, 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

9.1.4.3.4 In the second and subsequent years of an elected TC, 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.

9.1.4.3.5 The Chair, in consultation with the tenured members of the academic unit and the Dean, shall establish a method to assign terms to members and to determine the alternate.

9.1.5 Where there are three (3) or fewer tenured members in an academic unit, exclusive of the Chair and tenured members on leave, the Dean in consultation with the Chair shall appoint tenured members of cognate disciplines to bring the total TC membership to five (5).

- 9.1.6 The Chair of the academic unit shall chair the TC unless there are exceptional circumstances preventing the Chair of the academic unit from doing so (for example, the Chair is a candidate for tenure). In such circumstances, the Dean shall appoint a tenured member of the academic unit to chair the TC.
- 9.1.7 The committee chair shall only vote to break a tie.
- 9.1.8 The quorum for all meetings shall be two-thirds of the membership, including the committee chair.
- 9.1.9 Members and alternates serving in their first year on a Tenure or Promotion Committee shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and the Provost and Vice-President, Academic or designate 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.

9.2 Faculty Wide Promotion Committee (PC)

- 9.2.1 There shall be a Promotion Committee, hereafter referred to as the PC, in each Faculty/School.
- 9.2.2 The PC shall make recommendations on all applications for promotion from candidates in the Faculty/School in accordance with the processes outlined in this Collective Agreement.
- 9.2.3 The PC shall be composed of the Dean of the Faculty/School and one (1) tenured member, plus one (1) tenured alternate, from each academic unit in the Faculty/School, elected by secret ballot no later than 1 December, 2014 in the first instance and 14 June each year thereafter. The tenured members of each academic unit shall elect their own representatives.
- 9.2.4 In the first year of a faculty wide PC, the terms of elected members and alternates shall vary from one (1) to three (3) years.
- 9.2.5 In the second and subsequent years, 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.
- 9.2.6 The Dean, in consultation with the Chairs of the academic units, shall establish a method to assign terms to members and to determine the alternates.
- 9.2.7 The Dean shall chair the committee.
- 9.2.8 The committee chair shall only vote to break a tie.
- 9.2.9 The quorum for all meetings shall be two-thirds of the membership, including the Dean.
- 9.2.10 The Chair of the academic unit of a candidate up for review shall attend the committee meeting to discuss the candidate's application, but shall not be present for any vote or final decision of the committee regarding the candidate.
- 9.2.11 Members and alternates serving in their first year on a Tenure or Promotion Committee shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and the Provost and Vice-President, Academic or designate 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.

9.3 University Tenure and Promotion Committee (UTPC)

9.3.1 The University Tenure and Promotion Committee, hereafter referred to as the UTPC, shall receive recommendations on applications for tenure and promotion from Tenure Committees, Promotion Committees and Deans, and shall make recommendations to the President in accordance with the processes outlined in this Collective Agreement.

9.3.2 The UTPC shall be composed of:

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

9.3.2.2 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 University and the Association as follows:

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

9.3.2.2.2 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.

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

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

9.3.4 The chair shall only vote to break a tie.

9.3.5 Members and alternates serving in their first year on the UTPC shall attend one of the tenure and promotion workshops conducted jointly by the Mount Royal Faculty Association and the Provost and Vice-President, Academic or designate 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.

9.4 Principles Governing Tenure and Promotion Committees

9.4.1 In formulating a committee's recommendation on an application for tenure or promotion, members shall rate the candidate's performance as "meets the standard" or "does not meet the

standard” in each of the areas of teaching, service and, where applicable, scholarship.

9.4.2 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.

9.4.3 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. Circumstances that can result in actual or perceived conflict of interest include, but are not limited to, those in which the committee member:

- is a relative or close friend, or has a close personal relationship with the applicant;
- is in a position to gain or lose financially/materially from the promotion of the applicant;
- is currently affiliated with the applicant’s companies;
- has in the last five years collaborated, co-authored, or shared funding with the applicant, or has plans to do so in the immediate future;
- has been a supervisor or a trainee of the applicant;
- has had long-standing academic or personal differences with the applicant;
- feels for any reason unable to provide an impartial review of the applicant.

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 in the case of an academic unit’s Tenure Committee or a faculty wide Promotion Committee and by the President in the case of the Dean or the University Tenure and Promotion Committee.

9.4.3.1 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.

9.4.3.2 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.

9.4.3.3 The candidate may request in writing to the Dean or the President, as appropriate, that a committee member or the Dean be removed for conflict of interest.

9.4.3.4 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 or the President, as appropriate, for a decision.

9.4.3.5 The decision of the Dean or President, as appropriate, on whether a conflict of interest exists shall be final.

9.4.3.5.1 If the Dean or President determines that a conflict of interest exists for a committee member in the consideration of an application, then the Dean or President shall remove the member from the committee for consideration of this application. Where possible, the member shall be replaced by an alternate.

9.4.3.5.2 If the President determines that a conflict of interest exists for the Dean, then the President shall replace the Dean with another Dean for the consideration of

this application.

ARTICLE 10 – TENURE (Effective January 1, 2015)

10.1 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 4.13, termination of a tenured appointment may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause.

10.2 Criteria for Tenure

10.2.1 Tenure recommendations and decisions shall be made on the basis of meeting 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 proficient and scholarly teaching, including the extent to which duties have been carried out in a responsible and professional manner;
- ii. evidence of scholarship, where applicable, congruent with the teaching loads and resources available for scholarship at an undergraduate university, including the extent to which duties have been carried out in a responsible and professional manner; and
- iii. evidence of significant contributions in service, including the extent to which duties have been carried out in a responsible and professional manner.

The standards shall be met in all applicable categories. Exceeding the standards in one category shall not lower the performance expectations in the other categories.

10.2.2 Tenure recommendations and decisions shall be based solely on the general criteria in this Article, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors in effect on the date of commencement of appointment.

10.2.3 The responsibility for maintaining a cumulative tenure dossier rests with the employee. Each year the employee shall assemble an updated tenure dossier containing evidence of achievements in teaching, service and, where applicable, scholarship. The contents of and format for the tenure dossier are available in the current Tenure and Promotion Guidelines document.

10.3 Probationary Period

10.3.1 Initial tenurable appointments shall normally be for a probationary period of five (5) years commencing 1 July. If the tenurable appointment commenced prior to 1 July, the probationary period shall be extended by the period between the commencement date and 1 July.

10.3.2 During the probationary period, a tenurable employee's performance shall be evaluated using the criteria outlined in Article 10.2.

10.3.3 Annual evaluations of tenurable employees shall be conducted in conformity with the requirements of Article 10.4.

10.3.4 A tenurable employee shall normally have a mid-term tenure evaluation in the third probationary year conducted as outlined in Article 10.5.

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

10.3.6 During the probationary period, the employee shall remain in the same work pattern identified in

the letter of appointment.

10.3.7 Years credited towards the Probationary Period.

10.3.7.1 Tenurable employees who have two or more years service in a tenure track position at an AUCC accredited, or equivalent, institution may apply by 15 November of their first probationary year to have two years credited towards their probationary period at Mount Royal University. The application shall be submitted to the TC of the employee's academic unit and shall include annual evaluations of teaching, service, and, where applicable, scholarship.

10.3.7.2 Limited-term, previous term-certain, or conditional tenurable employees of Mount Royal University 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 University credited towards their probationary period, as outlined in Article 10.3.7.1.

10.3.7.3 An application for credit towards the probationary period shall be assessed by the TC and its recommendation, including the reasons for supporting or rejecting the application, shall be conveyed in writing to the Dean no later than 15 January of the first probationary year. The Dean shall forward the TC recommendation, along with his/her own written recommendation, to the UTPC no later than 31 January of the first probationary year. The UTPC 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 UTPC with respect to granting of credit towards the probationary period shall be final.

10.3.7.4 When one year of credit is granted towards the probationary period there shall be an annual tenure evaluation covering the first year and a mid-term tenure evaluation covering the second year of the remaining probationary period of four (4) years.

10.3.7.5 When two years of credit are granted towards the probationary period there shall be a mid-term tenure evaluation as per Article 10.5 covering the first year of the remaining probationary period of three (3) years.

10.3.8 Unless otherwise stated in a letter of leave approval, periods of six (6) months or longer on any of the leaves listed below 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. For leaves totalling less than six (6) months, the probationary period will not be extended if a tenurable employee is able to have any required missing documentation completed either during the semester they are on leave or in the following semester. Should this not be the case, the probationary period shall be extended by one year.

This provision applies to the following leaves:

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

10.3.9 After receipt of the mid-term tenure evaluation report described in Article 10.5, a tenurable employee may elect to extend the probationary period for one year, subject to the following provisions:

10.3.9.1 The employee has not previously elected to extend the probationary period.

10.3.9.2 The employee has not been granted an additional probationary year as provided for in

Article 10.8.2.3.

10.3.9.3 The employee shall remain in the same work pattern identified in the letter of appointment.

10.3.9.4 The employee shall notify the Chair of the academic unit and the President of the Mount Royal Faculty Association, after receipt of the mid-term tenure evaluation report and no later than 15 January of the fourth probationary year, that he/she is electing to extend the probationary period for one year.

10.3.9.5 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 10.6.2 and 10.6.3, with the exception that the tenure dossier will normally contain all the required documents covering eleven (11) semesters.

10.4 Annual Tenure Evaluation

10.4.1 An annual tenure evaluation shall be conducted in the first and second probationary years by the TC.

10.4.2 The evaluation shall be an assessment of the employee's overall progress towards fulfilling the criteria for the granting of tenure.

10.4.3 The employee shall submit the complete tenure dossier to the chair of the TC no later than the first Tuesday in September.

10.4.4 All tenured members of the academic unit who are not members of the TC may provide feedback, in writing, on the performance of the employee with respect to the tenure criteria. The chair of the TC shall make the dossier available to the tenured members of the academic unit for review no later than the first Tuesday in September. Written feedback must be submitted to the TC within five (5) working days.

10.4.5 The Chair and/or Dean shall comment on the extent to which duties with respect to teaching, service and, where applicable, scholarship have been carried out in a responsible and professional manner.

10.4.6 The TC shall meet to consider the tenure dossier, the comments from the Chair and/or Dean, and the written feedback from other tenured members of the academic unit. The TC shall evaluate the employee's performance using the criteria outlined in Article 10.2 and shall prepare a draft annual evaluation report. A summary of the comments from the Chair and/or Dean and of the written feedback from tenured members of the academic unit shall be incorporated into the draft annual evaluation report.

10.4.7 The TC shall provide the employee with the draft annual evaluation report no later than the end of September. The report shall be provided no less than three (3) working days prior to the meeting with the employee.

10.4.8 The TC 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 TC. Such additional material shall not include the documents required in 10.4.3. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.

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

10.4.10 No later than three (3) working days before 15 October, the chair of the TC 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 TC. Such response shall not include the documents required in 10.4.3.

Any response shall be added to the tenure dossier by the employee along with the annual evaluation report no later than 15 October.

10.4.11 Copies of the current year's Annual Report, the annual evaluation report and any response from the employee shall be forwarded to the Dean by the chair of the TC no later than 15 October.

10.4.12 The TC may recommend that the Dean 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:

10.4.12.1 No later than 15 October, the chair of the TC shall forward the employee's complete tenure dossier to the Dean or Associate Dean.

10.4.12.2 The Dean or Associate Dean shall meet with the employee no later than 31 October, in order to address the concerns raised by the TC. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.

10.4.12.3 No later than 15 November, the Dean or Associate Dean shall prepare a written report of the meeting, outlining the concerns raised and the remedial measures, if any, to be taken to address them. Any remedial measures shall be developed in consultation with the Chair of the academic unit. The report shall be placed in the tenure dossier. The employee shall have the right to respond to the report, in writing, within three (3) working days of 15 November and any response shall be included in the tenure dossier.

10.4.12.4 No later than 30 November, the Dean or Associate Dean shall meet with the employee and the Chair to discuss the report. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.

10.5 **Mid-Term Tenure Evaluation**

10.5.1 The TC and the Dean 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.

10.5.2 The tenurable employee shall submit the complete tenure dossier to the chair of the TC no later than the first Tuesday in September.

10.5.3 All tenured members of the academic unit who are not members of the TC may provide feedback, in writing, on the performance of the employee with respect to the tenure criteria. The chair of the TC shall make the dossier available to the tenured members of the academic unit for review no later than the first Tuesday in September. Written feedback must be submitted to the TC within five (5) working days.

10.5.4 The Chair and/or Dean shall comment on the extent to which duties with respect to teaching, service and, where applicable, scholarship have been carried out in a responsible and professional manner.

10.5.5 The TC shall meet to consider the tenure dossier, the comments from the Chair and/or Dean, and the written feedback from other tenured members of the academic unit. The TC shall evaluate the employee's performance using the criteria outlined in Article 10.2 and shall prepare a draft mid-term evaluation report. A summary of the comments from the Chair and/or Dean and of the written feedback from tenured members of the academic unit shall be incorporated into the draft mid-term evaluation report.

10.5.6 No later than 7 October, the TC shall provide the tenurable employee with the draft mid-term

evaluation report. The report shall be provided no less than three (3) working days prior to the meeting with the employee.

10.5.7 The TC shall meet with the tenurable employee to discuss the draft mid-term evaluation report. The employee shall have the right to submit additional written information to address any issues or concerns raised by the TC. Such additional material shall not include the documents required in 10.5.1. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.

10.5.8 The TC shall then prepare the final mid-term evaluation report. Any dissenting opinions from committee members shall be attached to the report.

10.5.9 No later than three (3) working days before 21 October, the chair of the TC shall provide the tenurable employee with the final mid-term evaluation report. The employee shall have the right to respond in writing to the chair of the TC. Such response shall not include the documents required in 10.5.1. Any response shall be added to the tenure dossier by the employee along with the mid-term evaluation report no later than 21 October.

10.5.10 No later than 21 October, the chair of the TC shall forward to the Dean the tenure dossier, containing the TC's mid-term evaluation report and any response from the tenurable employee.

10.5.10.1 The Dean shall meet with the tenurable employee no later than 7 November in order to discuss the employee's progress towards fulfilling the criteria for the granting of tenure. The employee may be accompanied at this meeting by a tenured colleague as an observer for support.

10.5.10.2 No later than 21 November, the Dean shall advise the tenurable employee, in writing, whether or not his/her progress towards tenure is satisfactory. If the progress towards tenure is deemed unsatisfactory, the Dean, where appropriate, shall, in consultation with the Chair of the academic unit, recommend remedial measures and include such measures in the written evaluation. The Dean's evaluation shall be placed in the tenure dossier. The employee shall have the right to respond to the report, in writing, within three (3) working days of 21 November and any response shall be included in the tenure dossier.

10.5.11 The mid-term tenure evaluation ends once the Dean's review has been completed.

10.6 **Application for Tenure**

10.6.1 Subject to the provisions of Article 10.3.9, all tenurable employees shall be candidates for tenure on 15 January of the fifth probationary year.

10.6.2 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 secretary of the UTPC.

10.6.3 By 1 February, the candidate, with the assistance of the Chair of the academic unit, shall submit the tenure dossier containing all the required documents normally covering nine (9) semesters to the chair of the TC, and shall advise the President of the Mount Royal Faculty Association of the application for tenure.

10.7 **Final Tenure Review and Recommendation from the TC and the Dean to the UPTC**

10.7.1 By 15 February of the final probationary year, the TC shall meet with the candidate to discuss the tenure dossier and the candidate's progress towards fulfilling the criteria for the granting of tenure.

10.7.2 The TC shall prepare a draft tenure review and recommendation to the UPTC, based on the materials in the candidate's dossier and using the criteria outlined in Article 10.2.

- 10.7.3 All tenured members of the academic unit who are not members of the TC may provide feedback, in writing, on the performance of the employee with respect to the tenure criteria and on the draft tenure review and recommendation. The chair of the TC shall make the tenure dossier and the draft tenure review and recommendation available to the tenured members of the academic unit for review no later than 1 March. Written feedback must be submitted to the TC within five (5) working days.
- 10.7.4 The Chair and/or Dean shall comment on the extent to which duties with respect to teaching, service and, where applicable, scholarship have been carried out in a responsible and professional manner.
- 10.7.5 The TC shall consider all written input from the Dean and/or Chair and from other tenured members of the academic unit in revising the draft tenure review and recommendation. The TC may, if necessary, meet with the other tenured members of the academic unit to discuss any issues or concerns raised. The TC shall incorporate a summary of the comments from the Chair and/or Dean and of the written feedback received from tenured members of the academic unit into the draft tenure review and recommendation.
- 10.7.6 By 15 March, the TC shall provide the candidate with the draft tenure review and recommendation. The draft shall be provided no less than three (3) working days prior to the meeting with the candidate.
- 10.7.7 The TC 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 TC. Such additional material shall not include the documents required in 10.6.3. The candidate may be accompanied at this meeting by a tenured colleague as an observer for support.
- 10.7.8 The TC shall then prepare the final tenure review and recommendation to the UTC. 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.
- 10.7.9 No later than three (3) working days before 31 March, the chair of the TC 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 TC. Such response shall not include the documents required in 10.6.3. Any response shall be added to the tenure dossier by the employee along with the final tenure review and recommendation by 31 March.
- 10.7.10 By 31 March, the chair of the TC shall forward to the Dean the tenure dossier, containing the TC's final tenure review and recommendation and any response from the candidate.
- 10.7.11 By 15 April, the Dean shall write a final tenure review and recommendation to the UTPC which shall be transmitted to the candidate and the candidate's Chair.
- 10.7.12 The Dean shall place the final tenure review in the dossier and forward the dossier to the secretary of the UTPC.

10.8 **UTPC Procedures for Tenure**

- 10.8.1 The UTPC shall review the tenure dossier using the criteria outlined in Article 10.2 and according to the procedures described in the Tenure and Promotion Guidelines document.
- 10.8.2 Following final review, the UTPC shall recommend to the President that the employee:
- 10.8.2.1 be granted tenure and be promoted to the rank of Associate Professor; or
 - 10.8.2.2 be released; or
 - 10.8.2.3 be granted one additional probationary year, provided that the employee has not

previously elected to extend the probationary period.

10.8.3 By 14 June of the year of application, the employee shall be advised in writing, with reasons, of the recommendation of the UTPC as set forth in Article 10.8.2 above and of the decision of the President.

10.8.4 An employee who has been granted an additional probationary year as specified in Article 10.8.2.3 shall apply again for tenure by the date specified by the UTPC in its recommendation to the President. The application shall be reviewed according to the procedures for an additional probationary year in the Process and Timelines for Tenure. Article 10.8.2, except for 10.8.2.3, Article 10.8.3 and Article 10.8.5 shall apply.

10.8.5 If the President decides to release an employee as set forth in Article 10.8.2.2, 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 15.4.

10.9 **Appeal of Denial of Tenure or Permanency**

10.9.1 Within ten (10) working days of receiving notice of termination as set forth in Articles 10.8.2.2 or 6.7.4.2, the employee may file an appeal of denial of tenure or denial of permanency with the President and the President of the MRFA.

10.9.2 A denial of tenure grievance shall proceed directly to the University Appeals Committee which shall consist of:

10.9.2.1 A Dean, not of the same faculty as the appellant, appointed by the President, and who shall chair the committee and shall vote only in the case of a tie.

10.9.2.2 Two (2) tenured employees of the University from a different faculty than the appellant, nominated by the Association.

10.9.2.3 Two (2) tenured employees from a faculty other than that of the appellant, appointed by the Board.

10.9.3 Upon receipt of a Notice of Appeal of denial of tenure:

10.9.3.1 The President shall summon the University Appeal Committee which shall meet to consider the appeal within ten (10) working days of receipt of the Notice of Appeal.

10.9.3.2 The University Appeal Committee shall review the recommendation of the UTPC along with all the supporting documentation and shall decide no later than ten (10) working days:

10.9.3.2.1 The UTPC's recommendation to deny tenure be upheld; or

10.9.3.2.2 The UTPC's recommendation to deny tenure be changed to recommendation to grant tenure.

10.9.4. Upon receipt of the decision of the University Appeal Committee, either party may, within twenty working (20) days of the same proceed to Step 5 of the Grievance Procedure outlined in Article 20.2.5.

ARTICLE 11 – PROMOTION (effective January 1, 2015)

11.1 Promotion to the Rank of Associate Professor

11.1.1 Promotion from the rank of Assistant Professor to the rank of Associate Professor shall occur upon the granting of tenure, as stipulated in Article 10.8.2.1.

11.2 Promotion to the Rank of Professor

11.2.1 Definition of Promotion to the Rank of Professor

At Mount Royal University, promotion to the rank of Professor is a formal recognition of sustained excellence as an employee in an instructionally-focused undergraduate university.

11.2.2 General Criteria for Promotion to the Rank of Professor

A candidate is eligible for promotion to the rank of Professor when he or she is working at a level that satisfies the criteria below, and when that level of performance is judged to represent a clear and prolonged trend within a career as demonstrated by the following general criteria:

- i. evidence of proficient and scholarly teaching, including the extent to which duties have been carried out in a responsible and professional manner;
- ii. evidence of scholarship, where applicable, congruent with the teaching loads and resources available for scholarship at an undergraduate university, including the extent to which duties have been carried out in a responsible and professional manner; and
- iii. evidence of significant contributions in service, including the extent to which duties have been carried out in a responsible and professional manner;

Exceeding the standards in one category shall not lower the performance expectations in the other categories.

Promotion recommendations and decisions shall be based solely on the general criteria in this Article, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors.

Candidates may apply for promotion based on either one (1) of the categories listed below in Article(s) 11.2.2.1 or 11.2.2.2, and 11.2.2.3.

11.2.2.1 Excellence and Leadership in Teaching

The candidate is an exemplary teacher who demonstrates leadership in teaching. The criteria include all the criteria for “proficient and scholarly teaching” as outlined in the effective *Tenure and Promotion Guidelines document*. The assessment of excellence and leadership in teaching shall be based on the criterion in Article 11.2.2 i and the following criteria:

- demonstrates a sustained and significant impact on teaching beyond the individual’s classes;
- influences professional dialogue about teaching beyond the academic unit;
- provides leadership for major educational initiatives in or beyond the university;
- champions the ongoing enhancement of undergraduate education;
- contributions to teaching and learning are recognized by peers at the national or international level.

11.2.2.2 Excellence in Scholarship and Proficient and Scholarly Teaching

The assessment of excellence in scholarship shall be based on the criterion in Article 11.2.2 ii, all the criteria for “significant results from scholarship” as outlined in the effective *Tenure and Promotion Guidelines document* and the following criteria:

- the candidate’s scholarship is recognized by peers at the national or international level;
- the candidate’s scholarship has had a demonstrable impact on the work of other scholars, professionals, or within appropriate academic or professional communities;

- the candidate continues to meet the criteria for proficient and scholarly teaching required for the granting of tenure.

11.2.2.3 Substantial Contribution in Service

The determination of substantial contribution in service shall be based on the criterion in Article 11.2.2 iii, all the criteria for “collegial participation” outlined in the effective *Tenure and Promotion Guidelines document*, plus the following:

The candidate demonstrates leadership in at least one, or significant contributions in at least two, of the following:

- service to the academic unit and faculty
- service to the university
- service to academic fields of study
- service to the broader community, in a faculty member-related or discipline-related capacity

11.3 Review for Promotion to Rank of Professor and Recommendation from the PC to the UTPC

11.3.1 By 31 January, the employee shall notify the chair of the PC and the chair of the UTPC, in writing, that s/he intends to apply for promotion to the rank of Professor, and provide the names of four (4) potential external referees along with a rationale for the choices. The applicant shall not contact the referees regarding this matter. Potential referees must meet the criteria listed in Article 11.3.3.

11.3.2 By 15 February, the Chair of the academic unit shall provide an additional two (2) names of potential referees along with a rationale for the choices. Potential referees must meet the criteria listed in Article 11.3.3.

11.3.3 All nominated referees must not be in a potential conflict of interest situation. A conflict of interest may be deemed to exist or perceived as such when an external referee:

- is a relative or close friend, or has a close personal relationship with the applicant;
- is in a position to gain or lose financially/materially from the promotion of the applicant;
- has had long-standing academic or personal differences with the applicant;
- is currently affiliated with the applicant’s institution, organizations or companies – including research institutes;
- is closely professionally associated with the applicant, as a result of having in the last five years:
 - frequent and regular interactions with the applicant in the course of their duties at their organization;
 - collaborated, co-authored, or shared funding with the applicant, or have plans to do so in the immediate future;
- has been a supervisor or a trainee of the applicant;
- feels for any reason unable to provide an impartial review of the applicant.

11.3.4 The Dean shall name three (3) referees and alternatives. These names shall be chosen from the list of four (4) referees provided by the candidate or the list of two (2) referees provide by the Chair of the unit.

11.3.5 By the second Friday in June the employee shall submit the completed promotion portfolio to the chair of the PC and notify, in writing, the chair of the UTPC and the President of the MRFA of the submission.

11.3.6 The Dean shall write to the referees inviting them to comment on the application. Wherever possible, the external review shall be received within four weeks of the request. If the reviews are not received within this timeframe, the Dean shall choose alternates.

- 11.3.7 The Dean shall provide members of the PC with the external reviewers' comments. These comments shall be kept confidential and separate from the promotion portfolio and shared only with the Dean, members of the PC and members of the UTPC.
- 11.3.8 All tenured members of the academic unit who are not members of the PC may provide feedback to the PC, in writing, on the suitability of the candidate for promotion, based on the promotion criteria. The chair of the PC shall make the portfolio available to the tenured members of the academic unit for review on 15 September. Written feedback must be submitted to the PC within five working days.
- 11.3.9 The Chair and/or Dean shall comment on the extent to which duties with respect to teaching, service and, where applicable, scholarship have been carried out in a responsible and professional manner.
- 11.3.10 The PC shall meet to consider the promotion portfolio, the comments from the Chair and/or Dean, the written feedback from tenured members of the academic unit, and the external reviewers' comments. The PC shall evaluate the employee's suitability for promotion using the criteria outlined in Article 11.2.2 and shall prepare a draft recommendation. A summary of the comments from the Chair and/or Dean and of the written feedback from tenured members of the academic unit shall be incorporated into the recommendation.
- 11.3.11 By the end of the second week in October, the PC shall provide the employee with the draft recommendation. The recommendation shall be provided no less than three working days prior to the meeting with the employee.
- 11.3.12 The PC shall meet with the employee to discuss the draft recommendation. The employee shall have the right to submit additional written information to address any issues or concerns raised by the PC. The employee may be accompanied at this meeting by another tenured colleague as an observer for support.
- 11.3.13 The PC shall then prepare the final recommendation. Any dissenting opinions from committee members shall be attached to the report.
- 11.3.14 No later than three working days before 31 October, the chair of the PC shall provide the employee with the final recommendation of the PC. The employee shall have the right to respond in writing to the chair of the PC. Any response shall be added to the promotion portfolio by the employee along with the promotion recommendation by 30 October.
- 11.3.15 By 31 October, after the receipt of the final recommendation, the employee has the right to withdraw the application without prejudice to future applications.
- 11.3.16 Between 1 November and 7 November, the Dean shall forward the promotion portfolio and the confidential comments from the external reviewers to the secretary of the UTPC.

11.4 UTPC Procedures for Promotion

- 11.4.1 The UTPC shall review the promotion portfolio using the general criteria in Article 11.2.2, the Addendum on Teaching, Scholarship and Service, and the detailed criteria recommended by General Faculties Council and approved by the Board of Governors.
- 11.4.2 Following final review, the UTPC shall decide that the employee:
- 11.4.2.1 be promoted to the rank of Professor; or
 - 11.4.2.2 be denied promotion to the rank of Professor.
- 11.4.3 The employee shall be advised in writing, with reasons, of the decision of the UTPC as set forth in Article 11.4.2 above normally no later than 31 January of the Winter Semester.

11.5 Appeal of Denial of Promotion

11.5.1 Within twenty one (21) working days of receiving the decision of the UTPC to deny promotion to the rank of Professor as set out in Article 11.4.2.2, the employee may appeal the decision to deny promotion to the University Appeal Committee (UAC) on one or more of the following grounds:

11.5.1.1 Failure to follow procedural processes outlined herein this Collective Agreement and/or within the Tenure and Promotion Guidelines document effective at the time.

11.5.1.2 Consistency of application of the criteria outlined in Article 11.4.1.

11.5.1.3 The decision of the UTPC conflicts with that of the PC.

11.5.1.4 No appeal may be launched based on a procedural error committed by the applicant.

11.5.2 Should the employee decide to appeal, the employee shall file a Notice of Appeal of Denial of Promotion in writing to the President of the University with a copy to the President of the Association. The Notice of Appeal shall note the grounds of the appeal and include the evidence on which the appeal is based and it shall form the basis on which the appeal is to be heard by the UAC.

11.5.3 If the employee has filed a notice of intention to apply for promotion to full professor, such notice shall be withdrawn as an employee may not have an application and an appeal in the system at the same time.

11.5.4 The University Appeal Committee

There shall be a University Appeals Committee which shall hear all appeals against decisions of the UTPC related to promotion.

11.5.4.1 Membership:

The University Appeal Committee shall consist of:

11.5.4.1.1 The President of the University, who shall chair the committee and shall vote only in the case of a tie.

11.5.4.1.2 Three (3) tenured employees of the University appointed by the Association, one of whom shall serve as a designated alternate. These appointments shall be made prior to the Board's appointments (see below).

11.5.4.1.3 Three (3) tenured employees of the University appointed by the Board, one of whom shall serve as a designated alternate.

11.5.4.1.4 There shall be no more than one member of the committee from any one faculty/school/area. For the purposes of this article, Counsellors will be considered as associated with the Faculty of Arts and the Library will be considered as a distinct area.

11.5.4.1.5 In the case of an appellant being from the same faculty/school/area as a non-alternate member of the Committee, an alternate will replace that member on the committee for the processing of that appellant's appeal.

11.5.4.1.6 Upon hearing an appeal and when disagreement exists among the external referees, the Committee may by majority vote decide to appoint an external academic, who has expertise in the appellant's field. The external academic shall be a voting member of the committee. The appointment shall be made by the President in consultation with the Committee.

11.5.4.2 Procedure of the University Appeal Committee

- 11.5.4.2.1 Upon receipt of a Notice of Appeal, the President shall notify the appellant's Dean, academic unit Chair, and chair of the UTPC of the appeal.
- 11.5.4.2.2 The University Appeal Committee shall be summoned and meet to consider the appeal within twenty (20) working days of receipt of the Notice of Appeal.
- 11.5.4.2.3 The University Appeal Committee shall review the recommendation of the UTPC along with all the supporting documentation and shall decide:
 - 11.5.4.2.3.1 The UTPC's recommendation to deny promotion be upheld; or
 - 11.5.4.2.3.2 The UTPC's recommendation to deny promotion be changed to a recommendation to grant promotion.
- 11.5.5 The decision of the University Appeal Committee shall be final.
- 11.5.6 The President shall convey the decision of the University Appeal Committee to the appellant, the President of the MRFA, the Chair of the UTPC, and the appellant's Dean and academic unit Chair no later than 30 working days after the initial meeting of the Committee.
- 11.5.7 An employee shall not apply for promotion to professor more than twice in a five (5) year period commencing from the date of the first notice of intention to apply for promotion.

ARTICLE 12 – PERFORMANCE REVIEW OF EMPLOYEES WITH ACADEMIC RANK

- 12.1 Recognition and review of employees' 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 Dean each year with a copy to the Chair by the first Tuesday in September.
 - 12.1.1 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 employees. Employees shall use the Annual Report Form (see Appendix B), and submit it along with a current curriculum vitae.
 - 12.1.2 Any additions, modifications, or deletions to the types of information gathered by the Annual Report shall be made only through negotiations.
 - 12.1.3 Notwithstanding Article 12.1.2, changes related to the functionality of the form can be made, subject to approval by both the Association and the University.
 - 12.1.4 The University shall maintain and administer the online Annual Report and its associated processes.
 - 12.1.4.1 The University shall be responsible for the security of the data contained in the Annual Report.
 - 12.1.5 Each year, by 31 January, the Office of Research Services shall provide the Association with a summary report about what information has been compiled from the Annual Report for whom and for what purposes.
 - 12.1.6 Should an employee be unable to complete or submit the Annual Report by the first Tuesday in September as a result of software malfunction, the employee shall submit to the Dean, with a copy to the Chair, a paper version of the Annual Report containing the required information no later than the second Tuesday in September.

12.2 Performance Review of Tenurable and Conditional Tenurable Employees and eligible Limited-term Employees wanting to include the year for future tenure consideration

12.2.1 The performance of tenurable, conditional tenurable and eligible limited-term employees (as defined in Article 4.4.5) shall be reviewed as described in Articles 9 and 10. The Annual Report and current curriculum vitae shall be considered in the performance review and shall also be part of the tenure dossier.

12.3 Performance Review of Tenured Employees

12.3.1 The performance of tenured employees shall be reviewed annually by the Dean (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 employees.

12.3.2 The Dean shall review the Annual Report and shall respond in writing by 15 October. If any revisions are required, the employee shall revise and resubmit the Annual Report to the Dean by 31 October. The Dean shall respond to the revisions of the Annual Report no later than 15 November on which date it will be closed to further revisions.

12.3.3 The Dean may request a meeting with a tenured employee, hereafter referred to as the employee, and the Chair if his/her performance is deemed not satisfactory.

12.3.3.1 Performance Plan

12.3.3.1.1 The Dean, in consultation with the Chair and the employee, may explore different options to improve the performance of the employee. If deemed appropriate, a performance plan which describes goals and strategies to achieve the desired outcomes may be devised in consultation with the employee and the Chair. The performance plan shall be communicated to the employee in person and in writing, with a copy to the Chair. A copy of the performance plan shall be placed on the employee's file in the Dean's office by 30 November.

12.3.3.1.2 As part of the next year's review process, the Dean and the Chair shall meet with the employee no later than 30 September to determine whether the employee has achieved satisfactory performance as outlined in the plan stipulated in Article 12.3.3.1.1.

12.3.3.1.3 If the Dean, in consultation with the Chair, determines that the performance is satisfactory, then this shall be communicated to the employee in person and in writing. A copy of this letter shall be sent to the Chair and placed on the employee's file in the Dean's office. All documents shall remain on the employee's file in the Dean's office for a further period of two years and then be removed provided the employee's annual performance remains satisfactory.

12.3.3.1.4 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 employee in person and in writing. A copy of this letter shall be sent to the Chair and placed on the employee's file in the Dean's office.

12.3.3.1.5 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.

12.3.3.2 The Faculty Review Committee

- 12.3.3.2.1 The Faculty Review Committee, a standing committee of the Faculty Council, shall normally consist of six tenured employees 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 31 October of each academic year.
- 12.3.3.2.2 Following a request from the Dean, the Faculty Review Committee shall review the performance of the employee, 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 employee as part of the process of gathering information related to performance. The employee can forward the names of up to two employees to the Faculty Review Committee as a resource to provide information relevant to his/her performance.
- 12.3.3.2.3 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 employee 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 employee's file in the Dean's office for a further period of two years and then be removed provided the employee's annual performance remains satisfactory.
- 12.3.3.2.4 If the Faculty Review Committee determines that the performance of the employee as per the performance plan is not satisfactory, then the Committee shall devise an amended performance plan, in consultation with the employee and the Chair. The Committee shall communicate this decision to the employee 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 employee and appended to the annual report.
- 12.3.3.2.5 As part of the next year's performance review cycle and not later than 31 October, 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 employee as part of the review process. The employee can forward the names of up to two other employees to the Faculty Review Committee as a resource to provide information relevant to his/her performance.
- 12.3.3.2.6 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 employee 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 employee's file in the Dean's office for a further period of two years and then be removed provided the employee's annual performance remains satisfactory.
- 12.3.3.2.7 If the Faculty Review Committee determines that the performance, as per the amended performance plan, is still not satisfactory, then it shall

communicate this decision to the Dean, Chair and the employee in writing. The role of the Faculty Review Committee in the formative process of employee performance review is concluded at this point.

12.3.4 If at the end of the full process described in Article 12.3.3 the employee's performance is determined to be still not satisfactory, then dismissal for just cause may proceed as per Articles 4.13 and 4.17.

ARTICLE 13 – SALARY SCHEDULES AND SALARY ADMINISTRATION

13.1 Appointments with Academic Rank

The following salary schedules and salary administration shall apply to all employees with an academic rank of Assistant Professor, Associate Professor or Professor.

13.1.1 (a) Annual Salary Schedule effective July 1, 2012 – December 31, 2012

Assistant Professor				Associate Professor				Professor		
Step	Salary			Step	Salary			Step	Salary	
1	68,707			1	78,234			1	95,060	
2	70,974			2	80,816			2	98,197	
3	73,316			3	83,483			3	101,437	
4	75,735			4	86,238			4	104,785	
5	78,234			5	89,084			5	108,243	
6	80,816			6	92,024			6	111,815	
7	83,483			7	95,060			7	115,505	
8	86,238			8	98,197			8	119,317	
9	89,084			9	101,437			9	123,254	
10	92,024			10	104,785			10	127,322	
Credential I	11	95,060		Credential I	11	108,243		Credential I	11	131,523
Credential II	12	98,197		Credential II	12	111,815		Credential II	12	135,863
Credential III	13	101,437		Credential III	13	115,505		Credential III	13	140,347

Credential Level I = Master's degree, Juris Doctor or lower
 Credential Level II = Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis
 Credential Level III = Doctoral degree

13.1.1 (b) Annual Salary Schedule effective January 1, 2013 – June 30, 2013

Assistant Professor				Associate Professor				Professor	
	Step	Salary		Step	Salary		Step	Salary	
	1	69,395		1	79,017		1	96,011	
	2	71,684		2	81,625		2	99,179	
	3	74,050		3	84,318		3	102,452	
	4	76,493		4	87,101		4	105,833	
	5	79,017		5	89,975		5	109,326	
	6	81,625		6	92,945		6	112,934	
	7	84,318		7	96,011		7	116,661	
	8	87,101		8	99,179		8	120,511	
	9	89,975		9	102,452		9	124,487	
	10	92,945		10	105,833		10	128,596	
Credential I	11	96,011	Credential I	11	109,326	Credential I	11	132,839	
Credential II	12	99,179	Credential II	12	112,934	Credential II	12	137,222	
Credential III	13	102,452	Credential III	13	116,661	Credential III	13	141,751	

Credential Level I = Master's degree, Juris Doctor or lower
 Credential Level II = Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis
 Credential Level III = Doctoral degree

13.1.1 (c) Annual Salary Schedule effective July 1, 2013 – December 31, 2013

Assistant Professor				Associate Professor				Professor	
Step	Salary			Step	Salary			Step	Salary
1	67,849			1	79,808			1	96,972
2	70,089			2	82,442			2	100,171
3	72,401			3	85,162			3	103,477
4	74,791			4	87,973			4	106,892
5	77,258			5	90,875			5	110,420
6	79,808			6	93,875			6	114,064
7	82,442			7	96,972			7	117,828
8	85,162			8	100,171			8	121,717
9	87,973			9	103,477			9	125,732
10	90,875			10	106,892			10	129,882
11	93,875			11	110,420			11	134,168
Credential I	12	96,972		12	114,064	Credential I		12	138,595
Credential II	13	100,171		13	117,828	Credential II		13	143,169
Credential III	14	103,477		14	121,717	Credential III			

Credential Level I = Master's degree, Juris Doctor or lower
 Credential Level II = Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis
 Credential Level III = Doctoral degree

13.1.1 (d) Annual Salary Schedule effective January 1, 2014 – June 30, 2014

Assistant Professor				Associate Professor				Professor	
	Step	Salary		Step	Salary		Step	Salary	
	1	68,528		1	80,607		1	97,942	
	2	70,790		2	83,267		2	101,173	
	3	73,126		3	86,014		3	104,512	
	4	75,539		4	88,853		4	107,961	
	5	78,031		5	91,784		5	111,525	
	6	80,607		6	94,814		6	115,205	
	7	83,267		7	97,942		7	119,007	
	8	86,014		8	101,173		8	122,935	
	9	88,853		9	104,512		9	126,990	
	10	91,784		10	107,961		10	131,181	
	11	94,814		11	111,525		11	135,510	
Credential I	12	97,942	Credential I	12	115,205		12	139,981	
Credential II	13	101,173	Credential II	13	119,007		13	144,601	
Credential III	14	104,512	Credential III	14	122,935				

Credential Level I = Master's degree, Juris Doctor or lower
 Credential Level II = Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis
 Credential Level III = Doctoral degree

13.1.2 Initial Salary Grid Placement

An employee's initial placement shall be on the salary grid for the rank stipulated in the letter of appointment.

13.1.3 Grid Transfer on Promotion

13.1.3.1 Upon the granting of tenure and promotion to the rank of Associate Professor, an employee shall be transferred to the Associate Professor salary grid at the step equal to the current salary.

13.1.3.1.1 If at the time of granting of tenure and promotion to the rank of Associate Professor there is not an equivalent step on the Associate Professor grid for the employee to transfer to, the employee will remain on the Assistant Professor salary grid until annual or credential increments move them to an equivalent step on the Associate Professor grid.

13.1.3.2 Upon promotion to the rank of Professor, an employee shall be transferred to the Professor salary grid at the step one higher than the current salary. This transfer and change in salary shall take place effective 1 February of the academic year in which written notification of promotion was received.

13.1.4 Credential Placement

Remuneration for academic credentials shall be provided through additional steps on the salary grids, based upon approval of the academic credential(s) by the Provost and Vice-President, Academic. The three levels of credential placement are:

Level I A Master's degree, Juris Doctor or lower

The maximum grid step attainable by an employee in credential level I shall be two (2) steps below the maxima of all grids.

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

Credential level II shall be remunerated by one (1) additional step over credential level I. The maximum grid step attainable by an employee in credential level II shall be one (1) step below the maxima of all grids.

Level III A Doctoral degree

Credential level III shall be remunerated by two (2) additional steps over credential level I. The maximum grid step attainable by an employee in credential level III shall be the maxima of all grids.

Should applicants present educational or training qualifications other than as listed above, the selection committee shall recommend credential placement to the Provost and Vice-President, Academic. The decision of the Provost and Vice-President, Academic may be appealed to the University Tenure and Promotion Committee. The Provost and Vice-President, Academic shall not participate in the hearing of the appeal and any person on the University Tenure and Promotion Committee involved in the original recommendation shall be replaced by an alternate, where possible, for the purpose of hearing the appeal.

13.1.5 Placement on Step

Placement on step on the initial salary grid shall be recommended by the selection committee as follows:

13.1.5.1 Initial placement for experience shall be calculated on the basis of one (1) step on the salary grid 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 grid.

Initial placement for experience at the rank of Lecturer or Assistant Professor shall normally not be higher than Step 7 on the Assistant Professor grid.

13.1.5.2 One (1) additional step shall be added to the placement for experience for credential level II, as defined in Article 13.1.4.

13.1.5.3 Two (2) additional steps shall be added to the placement for experience for credential level III, as defined in Article 13.1.4.

The Provost and Vice-President, Academic shall provide a report to the Association on the

category of appointment, rank, required academic credential, work pattern, initial grid, credential and step placement, as well as any market supplement granted, for all newly-hired full-time and limited-term employees by 1 September. This information shall be kept confidential in keeping with the requirements of F.O.I.P.

13.1.6 Credential Increments

Upon attainment of a higher academic credential, as outlined in Article 13.1.4, an employee shall be moved to the next higher step on the salary grid if the academic credential attained is one level higher than the employee's current academic credential. If however, the credential level attained is two levels above, the employee shall be moved up two steps on the salary grid. This shall take effect no later than one month after the employee has presented valid documentation to his/her Dean. The Provost and Vice-President, Academic shall inform the Association of all such changes.

13.1.7 Annual Increment

Movement to the next higher step on the salary grid, up to the maximum number of steps identified in Article 13.1.4, shall follow completion of any one year's service with the Board. This shall take effect on 1 July or 1 January, whichever is closer to employee's anniversary date.

13.1.8 Long Service Recognition

As of July 1, 2010

13.1.8.1 After completion of twenty (20) years of full-time service with the University (not including periods of unpaid leave) an amount of \$3,000 shall be added to the employee's annual salary and paid over 24 pay periods.

13.1.8.2 After completion of twenty-five (25) years of full-time service with the University (not including periods of unpaid leave) an additional amount of \$3,000 shall be added to the employee's annual salary and paid over 24 pay periods.

13.1.8.3 Percentage increases negotiated to the salary grids shall be applied to the Long Service Amounts.

July 1, 2012 – June 30, 2014

Based on percentage increases negotiated to the salary grids, the annual base rates for payment of Long Service Amounts shall be as follows:

Dates	% Increase	Long Service 20 Years	Long Service 25 Years (Additional Amount)
July 1, 2012 – December 31, 2012	2	\$3,060	\$3,060
January 1, 2013 – June 30, 2013	1	\$3,091	\$3,091
July 1, 2013 – December 31, 2013	1	\$3,122	\$3,122
January 1, 2014 – June 30, 2014	1	\$3,153	\$3,153

13.2 **Full-time and Limited-term Laboratory Instructor Appointments**

The following salary schedules and salary administration shall apply to all employees with a full-time or limited-term laboratory instructor appointment.

13.2.1 (a) Annual Salary Schedule effective July 1, 2012 – December 31, 2012

Laboratory L1			
Step	Salary		
1	53,040		
2	54,791		
3	56,599		
4	58,467	Laboratory L2	
5	60,397	Step	Salary
6	62,390	1	62,390
		2	64,448
		3	66,575
		4	68,772
		5	71,041
		6	73,385

13.2.1 (b) Annual Salary Schedule effective January 1, 2013 – June 30, 2013

Laboratory L1			
Step	Salary		
1	53,571		
2	55,339		
3	57,165		
4	59,052	Laboratory L2	
5	61,001	Step	Salary
6	63,014	1	63,014
		2	65,093
		3	67,241
		4	69,460
		5	71,752
		6	74,119

13.2.1 (c) Annual Salary Schedule effective July 1, 2013 – December 31, 2013

Laboratory L1			
Step	Salary		
1	54,107		
2	55,893		
3	57,737		
4	59,643	Laboratory L2	
5	61,612	Step	Salary
6	63,645	1	63,645
		2	65,744
		3	67,914
		4	70,155
		5	72,470
		6	74,861

13.2.1 (d) Annual Salary Schedule effective January 1, 2014 – June 30, 2014

Laboratory L1			
Step	Salary		
1	54,649		
2	56,452		
3	58,315		
4	60,240	Laboratory L2	
5	62,229	Step	Salary
6	64,282	1	64,282
		2	66,402
		3	68,594
		4	70,857
		5	73,195
		6	75,610

13.2.2 Laboratory Instructors L1 shall be placed on the Laboratory L1 salary schedule and Laboratory Instructors L2 shall be placed on the Laboratory L2 salary schedule.

13.2.2.1 The maximum initial placement shall be Step 4.

13.2.3 Placement on step shall be recommended by the standing committee as follows:

Initial placement shall be calculated on the basis of one (1) step on the salary schedule for each year of relevant full-time teaching experience, up to the maximum stipulated in Article 13.2.2.1.

Partial years of relevant teaching experience may be considered by the standing committee in calculating placement on the salary grid.

The Provost and Vice-President, Academic shall provide a report to the Association on the category and level of appointment, academic credential or professional certification, and placement on the salary schedule for all newly-hired full-time and limited-term laboratory

instructors by 1 September. This information shall be kept confidential in keeping with the requirements of F.O.I.P.

13.2.4 Movement to the next higher step on the salary grid, up to the maximum number of steps, shall follow completion of any one year's service with the Board (including Maternity and Parental Leave). This shall take effect on 1 July or 1 January, whichever is closer to the employee's anniversary date.

13.3 Contract Appointments

The following hourly rate schedules and salary administration shall apply to all employees with contract appointments including sessional, continuing and fixed-term appointments.

13.3.1 (a) Hourly Rate Schedule effective July 1, 2012 – December 31, 2012

Contract Employee Category	Step	Category A	Category B	Category C	Category D	Category E	
Lecturer*	1	102.28	105.35	108.51	111.75	115.14	
	2	106.41	109.57	112.85	116.23	119.73	
	3	110.67	113.95	117.37	120.88	124.52	
	4	115.10	118.51	122.07	125.72	129.51	
	5	119.71	123.26	126.96	130.74	134.69	
	6	124.49	128.18	132.04	135.98	140.08	
Librarian	1	34.92	35.98	37.07	38.19	39.31	
	2	36.33	37.42	38.55	39.71	40.89	
	3	37.78	38.92	40.08	41.29	42.52	
	4	39.29	40.48	41.68	42.94	44.23	
	5	40.86	42.11	43.35	44.67	46.00	
	6	42.49	43.79	45.08	46.45	47.84	
Counsellor and clinical instructor	1	58.24	59.99	61.77	63.63	65.54	
	2	60.56	62.38	64.24	66.17	68.17	
	3	62.99	64.86	66.81	68.82	70.89	
	4	65.51	67.46	69.48	71.58	73.73	
	5	68.14	70.17	72.27	74.45	76.68	
	6	70.86	72.97	75.15	77.43	79.75	
Credit Music Instructor	• One student	1	86.05	88.63	91.28	94.01	96.83
		2	89.47	92.18	94.94	97.78	100.71
		3	93.05	95.87	98.75	101.69	104.74
		4	96.79	99.71	102.70	105.76	108.94
		5	100.66	103.69	106.81	110.00	113.30
		6	104.69	107.84	111.09	114.39	117.83
	• 2 – 15 students	1	95.12	97.96	100.90	103.93	107.04
		2	98.91	101.90	104.93	108.08	111.32
		3	102.88	105.98	109.13	112.40	115.78
		4	106.99	110.22	113.51	116.90	120.42
		5	111.27	114.64	118.05	121.58	125.25
		6	115.72	119.23	122.78	126.45	130.25
	• Over 15 students	1	102.59	105.69	108.83	112.10	115.46
		2	106.70	109.89	113.18	116.58	120.08
		3	110.98	114.29	117.71	121.23	124.90

	4	115.42	118.86	122.42	126.08	129.90
	5	120.04	123.62	127.33	131.13	135.10
	6	124.85	128.57	132.42	136.37	140.51
Laboratory**	1	45.70	47.08	48.49	49.95	51.43
	2	47.53	48.97	50.43	51.96	53.48
	3	49.43	50.94	52.46	54.04	55.63
	4	51.42	52.98	54.56	56.20	57.86
	5	53.48	55.10	56.74	58.46	60.18
	6	55.62	57.30	59.02	60.79	62.59

* The lecturer rate shall be paid for the teaching of lectures, tutorials, practica, studios, field work and work terms.

** 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.

13.3.1 (b) Hourly Rate Schedule effective January 1, 2013 – June 30, 2013

Contract Employee Category	Step	Category A	Category B	Category C	Category D	Category E	
Lecturer*	1	103.30	106.40	109.60	112.87	116.29	
	2	107.47	110.67	113.98	117.39	120.93	
	3	111.78	115.09	118.54	122.09	125.77	
	4	116.25	119.70	123.29	126.98	130.81	
	5	120.91	124.49	128.23	132.05	136.04	
	6	125.73	129.46	133.36	137.34	141.48	
Librarian	1	35.27	36.34	37.44	38.57	39.70	
	2	36.69	37.79	38.94	40.11	41.30	
	3	38.16	39.31	40.48	41.70	42.95	
	4	39.68	40.88	42.10	43.37	44.67	
	5	41.27	42.53	43.78	45.12	46.46	
	6	42.91	44.23	45.53	46.91	48.32	
Counsellor and clinical instructor	1	58.82	60.59	62.39	64.27	66.20	
	2	61.17	63.00	64.88	66.83	68.85	
	3	63.62	65.51	67.48	69.51	71.60	
	4	66.17	68.13	70.17	72.30	74.47	
	5	68.82	70.87	72.99	75.19	77.45	
	6	71.57	73.70	75.90	78.20	80.55	
Credit Music Instructor	• One student	1	86.91	89.52	92.19	94.95	97.80
		2	90.36	93.10	95.89	98.76	101.72
		3	93.98	96.83	99.74	102.71	105.79
		4	97.76	100.71	103.73	106.82	110.03
		5	101.67	104.73	107.88	111.10	114.43
		6	105.74	108.92	112.20	115.53	119.01
	• 2 – 15 students	1	96.07	98.94	101.91	104.97	108.11
		2	99.90	102.92	105.98	109.16	112.43
		3	103.91	107.04	110.22	113.52	116.94
		4	108.06	111.32	114.65	118.07	121.62

• Over 15 students	5	112.38	115.79	119.23	122.80	126.50
	6	116.88	120.42	124.01	127.71	131.55
	1	103.62	106.75	109.92	113.22	116.61
	2	107.77	110.99	114.31	117.75	121.28
	3	112.09	115.43	118.89	122.44	126.15
	4	116.57	120.05	123.64	127.34	131.20
	5	121.24	124.86	128.60	132.44	136.45
	6	126.10	129.86	133.74	137.73	141.92
Laboratory**	1	46.16	47.55	48.97	50.45	51.94
	2	48.01	49.46	50.93	52.48	54.01
	3	49.92	51.45	52.98	54.58	56.19
	4	51.93	53.51	55.11	56.76	58.44
	5	54.01	55.65	57.31	59.04	60.78
	6	56.18	57.87	59.61	61.40	63.22

* The lecturer rate shall be paid for the teaching of lectures, tutorials, practica, studios, field work and work terms.

** 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.

13.3.1 (c) Hourly Rate Schedule effective July 1, 2013 – December 31, 2013

Contract Employee Category	Step	Category A	Category B	Category C	Category D	Category E
Lecturer*	1	104.33	107.46	110.70	114.00	117.45
	2	108.54	111.78	115.12	118.56	122.14
	3	112.90	116.24	119.73	123.31	127.03
	4	117.41	120.90	124.52	128.25	132.12
	5	122.12	125.73	129.51	133.37	137.40
	6	126.99	130.75	134.69	138.71	142.89
Librarian	1	35.62	36.70	37.81	38.96	40.10
	2	37.06	38.17	39.33	40.51	41.71
	3	38.54	39.70	40.88	42.12	43.38
	4	40.08	41.29	42.52	43.80	45.12
	5	41.68	42.96	44.22	45.57	46.92
	6	43.34	44.67	45.99	47.38	48.80
Counsellor and clinical instructor	1	59.41	61.20	63.01	64.91	66.86
	2	61.78	63.63	65.53	67.50	69.54
	3	64.26	66.17	68.15	70.21	72.32
	4	66.83	68.81	70.87	73.02	75.21
	5	69.51	71.58	73.72	75.94	78.22
	6	72.29	74.44	76.66	78.98	81.36
Credit Music Instructor • One student	1	87.78	90.42	93.11	95.90	98.78
	2	91.26	94.03	96.85	99.75	102.74
	3	94.92	97.80	100.74	103.74	106.85
	4	98.74	101.72	104.77	107.89	111.13

<ul style="list-style-type: none"> • 2 – 15 students 	5	102.69	105.78	108.96	112.21	115.57	
	6	106.80	110.01	113.32	116.69	120.20	
	<ul style="list-style-type: none"> • Over 15 students 	1	97.03	99.93	102.93	106.02	109.19
		2	100.90	103.95	107.04	110.25	113.55
		3	104.95	108.11	111.32	114.66	118.11
		4	109.14	112.43	115.80	119.25	122.84
		5	113.50	116.95	120.42	124.03	127.77
		6	118.05	121.62	125.25	128.99	132.87
	<ul style="list-style-type: none"> • Over 15 students 	1	104.66	107.82	111.02	114.35	117.78
		2	108.85	112.10	115.45	118.93	122.49
		3	113.21	116.58	120.08	123.66	127.41
		4	117.74	121.25	124.88	128.61	132.51
5		122.45	126.11	129.89	133.76	137.81	
6		127.36	131.16	135.08	139.11	143.34	
Laboratory**	1	46.62	48.03	49.46	50.95	52.46	
	2	48.49	49.95	51.44	53.00	54.55	
	3	50.42	51.96	53.51	55.13	56.75	
	4	52.45	54.05	55.66	57.33	59.02	
	5	54.55	56.21	57.88	59.63	61.39	
	6	56.74	58.45	60.21	62.01	63.85	

* The lecturer rate shall be paid for the teaching of lectures, tutorials, practica, studios, field work and work terms.

** 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.

13.3.1 (d) Hourly Rate Schedule effective January 1, 2014 – June 30, 2014

Contract Employee Category	Step	Category A	Category B	Category C	Category D	Category E
Lecturer*	1	105.37	108.53	111.81	115.14	118.62
	2	109.63	112.90	116.27	119.75	123.36
	3	114.03	117.40	120.93	124.54	128.30
	4	118.58	122.11	125.77	129.53	133.44
	5	123.34	126.99	130.81	134.70	138.77
	6	128.26	132.06	136.04	140.10	144.32
Librarian	1	35.98	37.07	38.19	39.35	40.50
	2	37.43	38.55	39.72	40.92	42.13
	3	38.93	40.10	41.29	42.54	43.81
	4	40.48	41.70	42.95	44.24	45.57
	5	42.10	43.39	44.66	46.03	47.39
	6	43.77	45.12	46.45	47.85	49.29
Counsellor and clinical instructor	1	60.00	61.81	63.64	65.56	67.53
	2	62.40	64.27	66.19	68.18	70.24
	3	64.90	66.83	68.83	70.91	73.04
	4	67.50	69.50	71.58	73.75	75.96

	5	70.21	72.30	74.46	76.70	79.00
	6	73.01	75.18	77.43	79.77	82.17
Credit Music Instructor	1	88.66	91.32	94.04	96.86	99.77
• One student	2	92.17	94.97	97.82	100.75	103.77
	3	95.87	98.78	101.75	104.78	107.92
	4	99.73	102.74	105.82	108.97	112.24
	5	103.72	106.84	110.05	113.33	116.73
• 2 – 15 students	6	107.87	111.11	114.45	117.86	121.40
	1	98.00	100.93	103.96	107.08	110.28
	2	101.91	104.99	108.11	111.35	114.69
	3	106.00	109.19	112.43	115.81	119.29
	4	110.23	113.55	116.96	120.44	124.07
	5	114.64	118.12	121.62	125.27	129.05
• Over 15 students	6	119.23	122.84	126.50	130.28	134.20
	1	105.71	108.90	112.13	115.49	118.96
	2	109.94	113.22	116.60	120.12	123.71
	3	114.34	117.75	121.28	124.90	128.68
	4	118.92	122.46	126.13	129.90	133.84
	5	123.67	127.37	131.19	135.10	139.19
	6	128.63	132.47	136.43	140.50	144.77
Laboratory**	1	47.09	48.51	49.95	51.46	52.98
	2	48.97	50.45	51.95	53.53	55.10
	3	50.92	52.48	54.05	55.68	57.32
	4	52.97	54.59	56.22	57.90	59.61
	5	55.10	56.77	58.46	60.23	62.00
	6	57.31	59.03	60.81	62.63	64.49

* The lecturer rate shall be paid for the teaching of lectures, tutorials, practica, studios, field work and work terms.

** 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.

13.3.1 (e) Sixteen (16) weeks shall be taken as the measure of lecturer contract appointment work when calculating SICH (e.g. a three hour course shall be calculated at 48 SICH).

13.3.1 (f) Fifteen (15) weeks shall be taken as the measure of laboratory contract appointment work when calculating Lab SICH (e.g. a three hour course shall be calculated at 45 Lab SICH). 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.

13.3.2 Initial category placement (Step 1)

At the time of initial appointment, 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 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 or Juris Doctor.
- 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 Dean.

The decision of the Dean may be appealed to the Provost and Vice-President, Academic. Further appeal may be made to the University Tenure and Promotion Committee. The Provost and Vice-President, Academic shall not participate in the hearing of the appeal and any person on the University Tenure and Promotion Committee involved in the original recommendation shall be replaced by an alternate, where possible, for the purpose of hearing the appeal.

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

13.3.4 Service Increments

An employee who has satisfactorily completed work as a contract employee with Mount Royal University, counting from September 1, 1999, shall be moved on the hourly rate schedule as outlined below. A semester of work is either the Fall, Winter, or Spring/Summer semester (maximum of three (3) per year).

Step	Number of Semesters Completed
2 (effective July 1/01)	10
3 (effective July 1/04)	15
4 (effective July 1/08)	20
5 (effective July 1/10)	25
6 (effective July 1/11)	30

13.3.5 Previous full-time or limited-term experience as an employee at Mount Royal University shall be taken into consideration when determining initial step placement on the hourly rate schedule for contract appointments. The previous experience shall be counted in terms of semesters of work and shall determine step placement in accordance with the semester requirements stipulated in Article 13.3.4.

13.3.6 Cancellation Payment

When a course/section has been allocated to a sessional employee as per Article 4.7 or Article 4.8, and the course/section is subsequently cancelled or reassigned within nine business days of first day of classes, as listed in the University Calendar, of the semester in which it is scheduled to be taught, the employee shall be paid a cancellation payment of 10% of the value of the cancelled course/section, unless the employee has been offered another course/section in its place.

13.4 Salary Administration - Other

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

- 13.4.1.1 administrative functions delegated by the Board;
- 13.4.1.2 special qualifications other than those described in Article 13.1.4 and 13.3.2;
- 13.4.1.3 other reasons deemed valid and approved by the Board.

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

day of the month.

13.4.3 Employees entitled to a vacation period under Article 15 who are required to work more than ten (10) months in any full year of the Agreement shall be paid, in lieu of vacation, one-tenth (1/10) of their annual salary for each month worked in excess of ten (10) months, or a pro rata share thereof. This clause does not apply to employees entitled to vacation pay under Article 15.

13.4.4 Chairs' Remuneration

As of July 1, 2010

Chairs' remuneration shall be seven thousand six hundred dollars (\$7,600) added to their annual salary and paid over twenty-four (24) pay periods. Percentage increases negotiated to the salary grids shall be applied to the Chairs' remuneration. 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.

July 1, 2012 – June 30, 2014

Based on percentage increases negotiated to the salary grids, the annual base rates for payment of Chairs' remuneration shall be as follows:

Dates	% Increase	Up to 3 Years of Chair Service	After 3 Years of Chair Service (Additional Amount)
July 1, 2012 – December 31, 2012	2	\$7,752	\$2,550
January 1, 2013 – June 30, 2013	1	\$7,830	\$2,576
July 1, 2013 – December 31, 2013	1	\$7,908	\$2,602
January 1, 2014 – June 30, 2014	1	\$7,987	\$2,628

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

13.4.6 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.

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

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

ARTICLE 14 - WORKLOAD

14.1 Assignment of Workload for Full-time Employees

The workload of full-time employees shall be assigned by consultation between the Chair and the members of each academic unit, following consultation with the Dean.

14.2 Periods of Responsibility for Full-time Employees

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

14.3 **Work Patterns for Full-time and Limited-term Employees**

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

14.3.1.1 Teaching-Service Pattern - a full-time workload which includes the instructional load and service activities as outlined in Articles 14.4 and 14.7.

14.3.1.2 Teaching-Scholarship-Service Pattern - a full-time workload which includes the instructional load, scholarship and service activities as outlined in Articles 14.5 and 14.7.

14.3.2 For the purposes of performance review as outlined in Article 12, both work patterns shall be considered equivalent.

14.3.3 **July 1 2014 – January 7, 2015**

Subject to conditions outlined in Article 14.8.1, all full-time tenured employees are eligible to move between the two work patterns.

Effective January 8, 2015

Full-time tenured employees are eligible to move between the two work patterns, subject to approval of the Dean.

14.3.4 Chairs are eligible to choose either the TS or TSS work pattern. If the Chair chooses the TSS work pattern, adjustments will be made in the Chair's workload in consultation with the Dean to accommodate the TSS work pattern and these adjustments will be communicated to the academic unit.

14.3.5 Tenurable, conditional tenurable and limited-term employees shall be appointed into a work pattern approved by the Provost and Vice-President, Academic, after consultation with the Dean and the Chair.

14.3.6 Tenurable employees shall not change their initial work pattern during the probationary period.

14.3.7 Conditional tenurable employees shall not change their initial work pattern during the conditional tenurable appointment.

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

14.4 **Teaching-Service Pattern**

14.4.1 Full-time and limited-term employees who are in the Teaching-Service Pattern shall normally teach 384 scheduled instructional course hours annually. These employees shall teach no fewer than 336 scheduled instructional course hours annually, or more than 432 scheduled instructional course hours annually, subject to Articles 14.4.1.1 and 14.4.1.2.

- 14.4.1.1 Exceptions for instructional load above 432 scheduled instructional course hours require the prior approval of the full-time employees and the Chair.
- 14.4.1.2 Exceptions for instructional load below 336 scheduled instructional course hours require the prior approval of the Dean.
- 14.4.1.3 All employees 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.
- 14.4.2 Full-time and limited-term employees shall normally teach no more than three hundred and twenty (320) course registrants annually. Exceptions for instructional load above three hundred and twenty (320) course registrants require the prior approval of the full-time employee, the Chair and the Dean.
- 14.4.3 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.
- 14.4.4 Should the projected or actual instructional load of an employee be fewer than 336 scheduled instructional course hours, before any reassigned time for non-instructional activities, the Dean may require the instructional load of the employee to be increased.
- 14.4.5 Employees may be required to teach during the third term to meet their annual minimum instructional load, as specified in Article 14.4.1.
- 14.4.6 Subject to the approval of the Dean, any employee projected to carry an annual instructional load of at least 384 scheduled instructional course hours shall be eligible to accept a sessional contract in addition to this load, for extra compensation, in accordance with Article 13.3 Contract Appointments. The step on which the employee shall be placed shall be in accordance with Article 13.3.4. The sessional contract shall not include compensation for any vacation pay.
- 14.4.7 Both exceptional amounts and the composition of the workload, as established in Articles 14.4.1, 14.4.2, 14.4.4, 14.6 and 14.9, shall be appealable pursuant to Article 14.12.

14.5 **Teaching-Scholarship-Service Pattern**

- 14.5.1 Full-time and limited-term employees who are in the Teaching-Scholarship-Service Pattern shall normally teach 288 scheduled instructional course hours annually. These employees shall teach no fewer than 240 scheduled instructional course hours annually, or more than 336 scheduled instructional course hours annually, subject to Articles 14.5.1.1 and 14.5.1.2.
 - 14.5.1.1 Exceptions for instructional load above 336 scheduled instructional course hours require the prior approval of the full-time employee and the Chair.
 - 14.5.1.2 Exceptions for instructional load below 240 scheduled instructional course hours require the prior approval of the Dean.
 - 14.5.1.3 All employees 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.
- 14.5.2 Full-time and limited-term employees 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 employee, the Chair and the Dean.
- 14.5.3 Full-time and limited-term employees 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.

July 1 2014 – January 7, 2015 (Articles 14.5.4 through 14.5.9)

- 14.5.4 Employees 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, an employee may change to the Teaching-Service Pattern before the end of the three year term, subject to the Dean's approval. Such approval shall not normally be withheld.
- 14.5.5 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.
- 14.5.6 Should the projected or actual instructional load of an employee in the Teaching Scholarship-Service Pattern be fewer than 240 scheduled instructional course hours, the Dean may require the workload of the employee to be increased.
- 14.5.7 Employees may be required to teach during the third term to meet their annual minimum instructional load, as specified in Article 14.5.1.
- 14.5.8 Subject to the approval of the Dean, any employee projected to carry an annual instructional load of at least 288 scheduled instructional course hours shall be eligible to accept a sessional contract in addition to this load, for extra compensation, in accordance with Article 13.3 Contract Appointments. The step on which the employee shall be placed shall be in accordance with Article 13.3.4. The sessional contract shall not include compensation for any vacation pay.
- 14.5.9 Both exceptional amounts and the composition of the workload, as established in Articles 14.5.1, 14.5.2, 14.5.6, 14.6 and 14.9, shall be appealable pursuant to Article 14.12.

Effective January 8, 2015 (Delete 14.5.4. and renumber articles)

- 14.5.4 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.
- 14.5.5 Should the projected or actual instructional load of an employee in the Teaching Scholarship-Service Pattern be fewer than 240 scheduled instructional course hours, the Dean may require the workload of the employee to be increased.
- 14.5.6 Employees may be required to teach during the third term to meet their annual minimum instructional load, as specified in Article 14.5.1.
- 14.5.7 Subject to the approval of the Dean, any employee projected to carry an annual instructional load of at least 288 scheduled instructional course hours shall be eligible to accept a sessional contract in addition to this load, for extra compensation, in accordance with Article 13.3 Contract Appointments. The step on which the employee shall be placed shall be in accordance with Article 13.3.4. The sessional contract shall not include compensation for any vacation pay.
- 14.5.8 Both exceptional amounts and the composition of the workload, as established in Articles 14.5.1, 14.5.2, 14.5.6, 14.6 and 14.9, shall be appealable pursuant to Article 14.12.

14.6 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 employees in the Teaching-Service Pattern and a full-time load of 288 scheduled instructional course hours annually for all employees in the

Teaching-Scholarship-Service Pattern. Reductions below these levels shall be at the approval of the Dean.

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

14.7 **Service Activities for Full-time and Limited-term Employees**

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

14.8 **Changing Work Patterns**

July 1 2014 – January 7, 2015

14.8.1 Tenured employees who plan to move from the Teaching-Service Pattern to the Teaching-Service-Scholarship Pattern effective Fall semester, 2015 shall provide written notice to the Chair and the Dean no later than 7 January, 2015.

14.8.2 Tenured employees who plan to move from the Teaching-Scholarship-Service Pattern to the Teaching-Service Pattern effective Fall semester, 2015 shall provide written notice to the Chair and the Dean no later than 7 January, 2015.

Effective January 8, 2015

14.8.1 Tenured employees who wish to move from the Teaching-Service Pattern to the Teaching-Service-Scholarship Pattern shall submit a written request to the Dean no later than the eighth (8th) week of the Fall semester of the academic year before the anticipated move between the work patterns. The Dean shall provide a written response with rationale by the end of the tenth (10th) week of the Fall semester.

14.8.2 Tenured employees who wish to move from the Teaching-Scholarship-Service Pattern to the Teaching-Service Pattern shall submit a written request to the Dean no later than 31 January of the academic year before the anticipated move between the work patterns. The Dean shall provide a written response with rationale by 15 February.

14.9 **Activities Eligible for Reassigned Time for Employees**

July 1, 2014 to June 30, 2015

14.9.1 Full-time and limited-term employees 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 by 15 January for reassigned time for the following academic year. The Dean, who may consult on, but not delegate the approval, must notify the applicants by the end of February.

14.9.1.1 The maximum reassigned time available for an individual full-time or limited-term employee 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-University sources or credit-free areas.

14.9.1.2 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
- Scholarly and artistic activity
- Major professional development activities
- Community service activities in the employee'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

14.9.1.3 The Board shall provide annual funding of \$150,000 to List A.

14.9.1.4 The Board shall make available not less than \$700,000 for student advising and/or selection for programs, for coordination of courses, disciplines and programs, and to support the Assistant to the Chair, where applicable. The Chair shall apply in writing to the Dean no later than 15 January of each academic year detailing the request and impact on employee workloads for approval by the Dean. Additional resources may be made available above those stipulated in this Agreement.

14.9.1.5 For the term of this agreement, the \$44,465 the Board has made available for reassignment of counsellors, educational developers and librarians shall be allocated to the Deans' operating budgets.

14.9.1.6 When a grant of SICH from List A is equal to or less than sixteen (16) SICH, the employee 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.

14.9.1.7 Any unused portion of the funding for List A activities as at June 30 annually will be transferred to the Contract Professional Development Fund as referred to in Article 18.7.1.

14.9.1.8 Chairs shall receive no less than 192 SICH reassigned time to carry out their roles and responsibilities.

14.9.2 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.

Effective July 1, 2015

14.9.1 Full-time and limited-term employees 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 by 15 January for reassigned time for the following academic year. The Dean, who may consult on, but not delegate the approval, must notify the applicants by the end of January.

14.9.1.1 The maximum reassigned time available for an individual full-time or limited-term employee 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-University sources or credit-free areas.

14.9.1.2 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
- Scholarly and artistic activity
- Major professional development activities
- Community service activities in the employee's own area of expertise, including professional associations
- Development/selection of and/or experimentation with instructional methods including the use of learning technologies
- Supervision of Honours students and teaching of Directed Readings or Independent Studies courses
- Chair of Academic Program and Policy Committee

14.9.1.3 The Board shall provide annual funding of \$405,000 to List A.

14.9.1.4 The Board shall make available not less than \$700,000 for student advising and/or selection for programs, for coordination of courses, disciplines and programs, and to support the Assistant to the Chair, where applicable. The Chair shall apply in writing to the Dean no later than 15 January of each academic year detailing the request and impact on employee workloads for approval by the Dean. Additional resources may be made available above those stipulated in this Agreement.

14.9.1.5 For the term of this agreement, the \$44,465 the Board has made available for reassignment of counsellors, educational developers and librarians shall be allocated to the Deans' operating budgets.

14.9.1.6 When a grant of SICH from List A is equal to or less than sixteen (16) SICH, the employee 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.

14.9.1.7 Any unused portion of the funding for List A activities as at June 30 annually will be transferred to the Contract Professional Development Fund as referred to in Article 18.7.1.

14.9.1.8 Chairs shall receive no less than 192 SICH reassigned time to carry out their roles and responsibilities.

14.9.2 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.

14.10 Workload of Counsellors, Educational Developers and Librarians

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

14.10.2 The provisions of Articles 14.3.2, 14.3.3, 14.3.5 to 14.3.8, 14.5.4 and 14.8.1 governing appointment to and moving between work patterns shall apply to counsellors, educational developers and librarians.

14.10.3 Counsellors, educational developers and librarians are eligible for reassigned time as outlined in Article 14.9.

14.10.4 The workload assignment of counsellors, educational developers and librarians shall be appealable pursuant to Article 14.12.

14.10.5 Workload of Educational Developers and Librarians

14.10.5.1 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.

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

14.10.5.3 A TS work pattern for 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 14.4.

14.10.5.4 A TSS work pattern for educational developers and librarians shall provide time for scholarship in the same proportion as in the Teaching-Scholarship-Service Pattern defined in Article 14.5. Scheduled duties shall be arranged so that there is sufficient time for the pursuit of scholarship.

14.10.6 Workload of Counsellors

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

14.10.6.2 A counsellor in the Teaching-Service Pattern shall normally provide an average of 22 hours of direct client contact time plus associated administrative time per week.

14.10.6.3 A counsellor in the Teaching-Scholarship-Service Pattern shall normally provide an average of 16 hours of direct client contact time plus associated administrative time per week. Scheduled duties shall be arranged so that there is sufficient time for the pursuit of scholarship.

14.10.6.4 A counsellor teaching a credit course of 48 scheduled instructional course hours as part of workload in a Fall or Winter semester shall be released from 6 hours of direct client contact time and one hour of associated administrative time per week during the semester in which the course is taught.

14.11 Overload Teaching During Intersession

An employee 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 employee be required to teach during the intersessional period, the instructional load of the employee 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 an employee not be capable of reduction, the employee shall be paid for such intersessional period of teaching at the applicable contract appointment rate in effect at the time of such intersessional period of teaching.

14.12 Workload Appeal Procedure

14.12.1 An employee, a Chair or an administrator dissatisfied with the workload responsibility assigned,

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.

14.12.2 Appeal Committee

14.12.2.1 Membership:

The appeal committee shall consist of:

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

14.12.2.1.2 a nominee named by the Association;

14.12.2.1.3 two (2) nominees named by the Board;

14.12.2.1.4 the Committee shall elect its own chair.

None of the above appeal committee or tribunal hereinafter named shall be a party to the dispute.

14.12.2.2 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.

A majority decision of such appeal committee shall be final and binding on all parties.

14.12.2.3 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.

14.12.2.3.1 Membership:

The tribunal shall consist of the following:

14.12.2.3.1.1 a nominee of the Association;

14.12.2.3.1.2 a nominee of the Board;

14.12.2.3.1.3 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.

14.12.2.3.2 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.

14.12.2.4 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.

14.13 Full-time employees shall be available during intersessional periods, exclusive of vacations, for teaching-related and service responsibilities.

14.14 Instructional Load for Contract Employees

14.14.1 The instructional load for lecturers shall not exceed two hundred and forty (240) scheduled instructional course hours (SICH) per semester. Exceptions require the approval of the Dean, following consultation with the Chair of the academic unit.

14.14.2 If the instructional load includes lab instruction, see Article 6.3.2 for the calculation of allowable SICH per semester.

ARTICLE 15 - VACATION AND HOLIDAYS

15.1 The normal vacation period for full-time employees shall be two consecutive months, which shall be taken between 15 May and 14 August inclusive, unless altered by mutual consent between the instructor and the Chair, subject to approval of the Dean.

15.2 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 Dean.

15.3 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 15.1 or 15.2, as appropriate.

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

15.5 Limited-term employees, hired for less than twelve (12) months, and contract 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.

15.6 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	Heritage Day
Remembrance Day	Family Day

ARTICLE 16 - BENEFITS AND INSURANCE

16.1 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.

16.2 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:

16.2.1 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.

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

16.3 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.

16.4 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.

16.5 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.

16.6 Employees and full-time employees who have retired from the University shall be entitled to receive a Mount Royal Recreation membership free of charge, which entitles them to use of the recreational and athletic facilities and equipment as determined by the regulations and policies governing Mount Royal Recreation membership.

16.6.1 Employees who have retired shall be entitled to receive a free MyMRU e-mail account, Library borrowing privileges, and full onsite access to electronic library collections. Limited remote electronic access to the Library may be available as determined by the University Librarian.

16.7 **Scholarships for Dependents**

16.7.1 The Board shall annually make available to the Association an amount up to \$60,000 for the purpose of providing scholarships to legal dependents, defined as spouse, child or anyone who is financially dependent on tenured, tenurable, continuing (working 384 SICH or more), and fixed-term employees, subject to the conditions below:

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

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

16.7.1.3 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.

16.7.2 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 \$60,000 shall be retained by the Board.

16.8 Benefits for Contract Employees

16.8.1 Contract employees shall be eligible for benefits as follows:

- 16.8.1.1 A lecturer who has had a minimum teaching load per semester of ninety-six (96) scheduled instructional course hours during each of the 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 lecturer carries a teaching load of ninety-six (96) 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 minimum teaching load of forty-eight (48) scheduled instructional course hours. Providing a lecturer's teaching load for future semesters is a minimum of ninety-six (96) scheduled instructional course hours, or forty eight (48) scheduled instructional course hours in either the Spring or Summer session such lecturer remains eligible for benefits. If the lecturer'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 lecturer regains a minimum teaching load of ninety-six (96) scheduled instructional course hours, 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 lecturer has been employed by the University as a sessional, continuing, or fixed-term lecturer within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.
- 16.8.1.2 A librarian who has had a minimum 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 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 minimum workload per week of twenty-five (25) hours or more, provided the librarian has been employed by the University as a sessional, continuing, or fixed-term librarian within the previous twelve months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.
- 16.8.1.3 A counsellor or a clinical instructor whose minimum combined teaching load of clinical and scheduled instructional course hours is ninety-five (95) 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 counsellor or clinical instructor carries a minimum combined teaching load of clinical and scheduled instructional course hours of ninety-five (95) 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 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 a minimum of ninety-five (95) or more per semester, provided the counsellor or clinical instructor has been employed by the University as a sessional, continuing, or fixed-term 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.

- 16.8.1.4 A laboratory instructor who has had a minimum teaching load per semester of two hundred and twenty-five (225) laboratory scheduled instructional course hours (lab SICH) during each of the 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 laboratory instructor carries a teaching load of 225 lab SICH or more in the third consecutive semester, or where the third (3rd) consecutive semester is the Spring or Summer semester, a minimum teaching load of one hundred and twelve and a half (112.5) lab SICH. Providing a laboratory instructor's teaching load for future Fall and Winter semesters is a minimum of two hundred and twenty-five (225) Lab SICH, or one hundred and twelve and a half (112.5) lab SICH in either the Spring or Summer session, such laboratory instructor remains eligible for benefits. If the laboratory instructor's teaching load drops below two hundred and twenty-five (225) lab SICH in either the Fall or Winter semesters, or below one hundred and twelve and a half (112.5) lab SICH in either the Spring or Summer semesters, then eligibility for benefits will cease. Once the laboratory instructor regains a minimum teaching load of two hundred and twenty-five (225) lab SICH in either the Fall or Winter semesters, or a teaching load of one hundred and twelve and a half (112.5) lab SICH in either the Spring or Summer session, provided that the laboratory instructor has been employed by the University as a sessional laboratory instructor within the previous twelve (12) months, eligibility for benefits will be restored with immediate effect and requalification for benefits is not required.
- 16.8.1.5 When a lecturer or laboratory instructor does not have sufficient scheduled instructional course hours (SICH) to qualify for benefits, then the individual may combine SICH and lab SICH to qualify according to the following table:

<u>SICH (16 week session)</u>	<u>lab SICH (15 week session)</u>
0	225
16	187.5
32	150
48	112.5
64	75
80	37.5
96	0

16.8.1.5.1 The table in 16.8.1.5 shall be used for the sole purpose of calculating how SICH and lab SICH can be combined to determine eligibility for benefits.

- 16.8.2 For purposes of determining eligibility for benefits in Articles 16.8.1.1, 16.8.1.2, 16.8.1.3, 16.8.1.4 and 16.8.1.5 above, full-time or limited-term employment in the immediately preceding semesters shall be included in the calculation.
- 16.8.3 The following benefits shall be available to employees meeting the eligibility criteria in Article 16.8.1, 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)
- 16.8.4 Employees who meet the eligibility criteria specified in Article 16.8.1 must be insured under the University'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.
- 16.8.5 The total cost of benefits premiums for the benefits identified in Article 16.8.3 (excluding the Health Spending Account) shall be shared between the Board and employees as follows:

- 16.8.5.1 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.
- 16.8.6 Benefits for employees meeting the eligibility criteria specified in Article 16.8.1 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.
- 16.8.7 Prepaid continuation of benefits
 - 16.8.7.1 Employees who qualified for benefits in the Winter Semester and can produce a contract signed by the Dean 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.
 - 16.8.7.2 Employees who qualified for benefits in the Spring Semester and can produce a contract signed by the Dean 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 17 - LEAVES FROM THE UNIVERSITY

17.1 Maternity and Parental Leave

- 17.1.1 Full-time employees who have completed one year of employment with the University shall be entitled to Maternity Leave and/or Parental Leave in accordance with the provisions of the Employment Standards Code and Regulations except as otherwise provided below. The Maternity and/or Parental Leave is not to exceed one year in total.
- 17.1.2 For information on Employment Insurance (EI) benefits during Maternity and/or Parental Leave, see www.myMRU.ca, *Employee Resources tab, Benefits and Claims forms*.
- 17.1.3 Annual increments for the year in which the leave was taken shall be processed in accordance with Article 13.2.4.
- 17.1.4 Maternity Leave
 - 17.1.4.1 The employee who intends to take maternity leave shall give the Department Chair and Human Resources at least six (6) weeks' notice in writing of the expected date of delivery of the child, specifying the proposed terms of leave.
 - 17.1.4.2 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 Department Chair.
 - 17.1.4.3 The employee shall, where possible, give the Department Chair and Human Resources two (2) weeks' notice, in writing of any changes to the original leave request, referred to in Article 17.1.4.1.
 - 17.1.4.4 The pregnant employee is entitled to a period of not more than 15 weeks maternity leave starting at any time during the 12 weeks immediately before the estimated date of delivery.
 - 17.1.4.5 An employee taking maternity leave shall be eligible to receive benefits in accordance with the University's Supplementary Unemployment Benefit (SUB) Plan as agreed upon in 1992. The SUB Plan supplements Employment Insurance (EI) benefits during

the maternity leave.

- 17.1.4.6 In order to be eligible to receive benefits under the University's SUB Plan, an employee must:
- be eligible for a maternity leave in accordance with Article 17.1.1;
 - commence maternity leave prior to or on the date of delivery;
 - apply for and be eligible for Employment Insurance benefits.
- 17.1.4.7 The period of eligibility for the SUB Plan is seventeen (17) weeks.
- 17.1.4.7.1 The SUB Plan provides:
- two (2) weeks of salary at 95% during the EI waiting period; and
 - fifteen (15) weeks of salary at 95% minus any EI benefits
- 17.1.4.7.2 The total amount of the SUB plan payments will be divided evenly over the pay periods during the 17 week period.
- 17.1.4.8 In the event of cancellation of the SUB Plan, should the employee so elect, the Board shall pay 50% of her regular salary up to a maximum of three (3) consecutive months.
- 17.1.4.9 An employee who commences maternity leave may continue benefit coverage during her maternity leave. The payment of benefit premiums shall be shared between the Board and the employee as per Article 16.2.
- 17.1.4.10 If the employee wishes to renegotiate her return date, or does not intend to return to work, such employee shall notify the Provost and Vice-President, Academic, in writing, two (2) months prior to the agreed upon date of return. The Provost and Vice-President, Academic shall render a decision regarding the amended return date.

17.1.5 Parental Leave

- 17.1.5.1 In the case of an employee who is not the birth mother, s/he shall be entitled to parental leave not to exceed one year, as stipulated in Article 17.1.1.
- 17.1.5.2 The employee who intends to take parental leave shall give the Department Chair and Human Resources at least six (6) weeks' notice in writing, specifying the proposed terms of the leave, prior to the start of the parental leave, unless in the case of adoption, the child's placement with the adoptive parent was not foreseeable.
- 17.1.5.3 The Department of Human Resources shall assist the employee in the preparation of the parental leave request. It shall be the responsibility of the employee to submit this request to the Department Chair.
- 17.1.5.4 The employee shall, where possible, give the Department Chair and Human Resources two (2) weeks' notice, in writing of any changes to the original leave request, referred to in Article 17.1.5.2.
- 17.1.5.5 An employee who commences parental leave may continue benefit coverage for the period of parental leave. The payment of benefit premiums shall be shared between the Board and the employee as per Article 16.2.
- 17.1.5.6 For employees who are parents of the same child and both are employed by Mount Royal University, the University is not required to grant parental leave to more than one employee at a time.
- 17.1.5.7 Adoption
- 17.1.5.7.1 An employee shall be granted up to three (3) days leave with pay to be present at the proceedings for the adoption of the child.

17.1.5.7.2 An employee taking parental leave as an adoptive parent may be eligible to receive benefits in accordance with the University's Supplementary Unemployment Benefit (SUB) Plan as agreed upon in 1992. The SUB Plan supplements Employment Insurance (EI) benefits during the leave of absence period due to adoption.

17.1.5.7.3 In order to be eligible to receive benefits under the SUB Plan, an employee must:

- be eligible for a parental leave in accordance with Article 17.1.1;
- commence the parental leave prior to or on the date of placement of the child;
- apply for and be eligible for Employment Insurance benefits.

17.1.5.7.4 The period of eligibility for the SUB plan is in accordance with Article 17.1.4.7.

17.1.5.7.5 In the event of cancellation of the SUB Plan, should the employee so elect, the Board shall pay 50% of his/her regular salary up to a maximum of three (3) consecutive months.

17.1.5.7.6 An employee who commences parental leave for adoption may continue benefit coverage during the leave. The payment of benefit premiums shall be shared between the Board and the employee as per Article 16.2.

17.1.5.8 If the employee wishes to renegotiate the return date, or does not intend to return to work, such employee shall notify the Provost and Vice-President, Academic, in writing, two (2) months prior to the agreed upon date of return. The Provost and Vice-President, Academic shall render a decision regarding the amended return date.

17.1.6 Childbirth Leave

17.1.5.1 An employee shall be granted four (4) days leave with pay to attend to the spouse, as defined in Article 17.3.1.1.1, in the event of the birth of their child.

17.1.7 Notwithstanding the provisions of this Article 17.1, a full-time employee on leave, due to unforeseen circumstances directly relating to the child, may apply to the Provost and Vice-President, Academic for a shortened notice period for return to work.

17.2 Illness Leave

17.2.1 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.

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

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

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

17.2.3.2 for chronic or persistent illness.

17.2.4 A contract 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.

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

17.2.5.1 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 16.

17.2.5.2 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.

17.2.5.3 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 Dean.

17.3 Compassionate Leave

17.3.1 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 Dean may grant additional leave and/or travel time when warranted. Such additional leave shall be granted on a case-by-case basis.

17.3.1.1 Definition of terms:

17.3.1.1.1 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.

17.3.1.1.2 Immediate family means spouse, parent, guardian, grandparent, grandchild, child, foster-child, step-child or sibling of the employee. Included are all aforementioned people who have this relationship with the employee's spouse.

17.3.2 Full-time and contract 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:

17.3.2.1 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.

17.3.2.2 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.

17.3.2.3 Contract 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.

17.4 Sabbatical Leave Committee

17.4.1 The Sabbatical Leave Committee is responsible for granting annual and fall/winter sabbatical and professional leaves. Normally a maximum of 12 months' consecutive leave shall be granted as

employees are not eligible for a sabbatical or professional leave during the period of return service from another leave.

17.4.2 The Sabbatical Leave Committee shall consist of:

- the Provost and Vice-President, Academic, who shall chair the committee;
- the Dean or Associate Dean of each Faculty or School and the University Librarian;
- one tenured member of the Association appointed for a three-year term by the Executive Board of the Association.
- one representative and one alternate, both of whom shall be tenured, from each Faculty or School and the Library, elected for overlapping three-year terms. The call for nominations shall be made jointly by the President of the University and the President of the Association. The election shall be by secret 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.

17.5 **Four-for-Five Leave Plan**

17.5.1 Application

17.5.1.1 Applications to the Four-for-Five Leave Plan shall no longer be accepted.

17.5.2 Contributions, Release Year Payments, and Benefits

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

17.5.2.2 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 Canada Revenue Agency 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 17.5.2.3.

17.5.2.3 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 13), 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.

17.5.2.4 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 16.1. 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.

17.5.2.5 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 13) for all five (5) years of the plan.

17.5.3 General Regulations

- 17.5.3.1 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 full-time benefits pursuant to Article 16.
- 17.5.3.2 A participant may apply to the Sabbatical 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 17.5.1.4. Otherwise an application for deferral shall not be unreasonably denied.
- 17.5.3.3 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.
- 17.5.3.4 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.
- 17.5.3.5 An employee who participates in the plan shall return to the University 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. An employee is not eligible for a sabbatical or professional leave during the return period.
- 17.5.3.6 During the self-funded portion of the plan in the release year, a participant shall not receive any salary from the Board.
- 17.5.3.7 A participant who ceases to be an employee of the University 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.
- 17.5.3.8 A participant who ceases to be an employee under the terms and conditions of this agreement, but who continues employment with the University in another capacity, may apply to the President for special arrangements which might allow completion of the plan.
- 17.5.3.9 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 University's group life insurance policy.
- 17.5.3.10 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.

17.6 Professional leave

17.6.1 Definition

- 17.6.1.1 A professional leave may be granted to a full-time tenured employee to undertake a course of study leading to a degree, normally a Ph.D. or terminal degree, required for professional advancement within the University.
- 17.6.1.2 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.

- 17.6.1.3 During an academic year (1 July – 30 June), the Board shall make available no more than the equivalent of one (1) annual professional leave and two (2) professional leaves which are for either the Fall or Winter Semester. For the purpose of calculating the number of leaves granted in an academic year, Fall and Winter Semester leaves shall be counted as one half (1/2) an annual leave.
- 17.6.1.4 A Fall Semester leave shall be for the period 1 July – 31 December. A Winter Semester leave shall be for the period 1 January – 30 June. For both Fall and Winter Semester leaves, the normal vacation period shall be adjusted, in accordance with Article 15.1, so that one month of vacation shall be inside and one month outside the period of the leave.
- 17.6.1.5 An employee on an annual professional leave shall be paid salary at eighty percent (80%) of his/her regular annual salary rate.
- 17.6.1.6 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.
- 17.6.1.7 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 and the Sabbatical Leave Committee within thirty (30) days of completion of the professional leave.

17.6.2 Application

- 17.6.2.1 The last application for professional leaves shall be in 2018. 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. An employee is not eligible for a sabbatical leave during the return period. 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.
- 17.6.2.2 An employee shall apply to the Chair for a professional leave by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.

17.6.3 General

- 17.6.3.1 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.
- 17.6.3.2 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.
- 17.6.3.3 If the Sabbatical Leave Committee approves fewer professional leaves than the number made available in Article 17.6.1.3, then the remaining leaves shall be

considered available for any outstanding applications for sabbatical which the Sabbatical Leave Committee approved but were unable to grant under Article 17.7.

- 17.6.3.4 A recipient may apply for payroll reallocation to 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, the employee's salary during the period of the professional leave (as per Article 17.6.1.5/6) 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 the Canada Revenue Agency.

17.7 Sabbatical

17.7.1 Definition

- 17.7.1.1 A sabbatical may be granted to a tenured employee to maintain and enhance the employee's academic and professional competence by providing time free from normal duties for research, scholarly or creative work, or for projects designed to advance teaching effectiveness or professional practice.
- 17.7.1.2 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.
- 17.7.1.3 During an academic year (1 July – 30 June), the Board shall make available no fewer than the equivalent of twenty two (22) annual sabbaticals and nine (9) sabbaticals which are for either the Fall Semester or Winter Semester. For the purpose of calculating the number of sabbaticals granted in an academic year, Fall and Winter Semester sabbaticals shall be counted as one half (1/2) an annual sabbatical. The minimum number of sabbatical leaves available shall be adjusted annually as per the MOU on Sabbatical Leaves.
- 17.7.1.4 A Fall Semester sabbatical shall be for the period 1 July – 31 December. A Winter Semester sabbatical shall be for the period 1 January – 30 June. For both Fall and Winter Semester sabbaticals, the normal vacation period shall be adjusted, in accordance with Article 15.1, so that one month of vacation shall be inside and one month outside the period of the sabbatical.
- 17.7.1.5 An employee on an annual sabbatical shall be paid salary at eighty percent (80%) of his/her regular annual salary rate.
- 17.7.1.6 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.
- 17.7.1.7 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 and the Sabbatical Leave Committee within thirty (30) days of completion of the sabbatical.

17.7.2 Application

- 17.7.2.1 Tenured employees, regardless of work pattern, shall be eligible for an annual sabbatical after six (6) years of full-time service from the date of appointment or from the previous sabbatical, or for a Fall or Winter Semester sabbatical after three (3) years of full-time service from the previous sabbatical. Employees shall apply in the fall of the year prior to the sabbatical leave. Employees are not eligible for a sabbatical leave during the period of return service from another leave.
- 17.7.2.1.1. The date of appointment shall be the date of appointment to a tenurable or tenured position, except that one (1) or two (2) years credited towards the probationary period for a limited-term or conditional tenurable appointment at Mount Royal University shall be credited as years of service towards the first sabbatical. Normally, years of service at an AUCC accredited, or equivalent, institution that have been credited towards the probationary period or used for an appointment with tenure shall not be credited as years of service towards the first sabbatical.
 - 17.7.2.1.2 Years of service towards eligibility for a subsequent sabbatical shall begin to accrue at the end of the previous sabbatical.
 - 17.7.2.1.3 An academic year in which an employee had leaves of any types totalling less than six (6) months shall be credited as a year of full-time service for sabbatical eligibility.
 - 17.7.2.1.4 An employee on half-time tenure shall be credited with one-half year of full-time service for sabbatical eligibility for each academic year worked.
- 17.7.2.2 An employee granted a sabbatical shall undertake to provide return service upon completion of the sabbatical for a period equal to the length of the sabbatical 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.
- 17.7.2.3 An employee not granted a sabbatical shall be eligible to apply for a sabbatical the following year.
- 17.2.2.4 An employee shall apply to the Chair for a sabbatical by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.
- 17.2.2.5 If there are fewer acceptable applications than leaves available as per 17.7.1.3 and the MOU on Sabbatical Leaves, a second call for applications shall be made by the Sabbatical Leave Committee. If there are still fewer acceptable applications than leaves available, the budget shall be reallocated into Faculty Development Committee funds on a per capita basis as per 18.1.
- 17.2.2.6 The University shall report the number of sabbaticals granted and the amount of any funds reallocated to the Association prior to 15 May.
- 17.2.2.7 The application shall describe the project to be undertaken and the outcomes expected. The applicant must provide evidence that sufficient preparation will have been completed by the time the sabbatical commences. The application shall include an internal or external peer evaluation, the Chair's assessment of the implication for the department, and the Dean's comments on the feasibility of accomplishing the proposed objective, the impact on the department and Faculty and, where applicable, the performance on a previous sabbatical.

17.7.3 General

- 17.7.3.1 Sabbaticals may be deferred for several reasons.
 - 17.7.3.1.1 The Sabbatical Leave Committee may defer a sabbatical if there are more acceptable applications than leaves available. If there are more acceptable applications than can be funded in a year, they shall be ordered by time since the last sabbatical and, in the case of equal times, the applications shall be ranked by quality by the Sabbatical Leave Committee.
 - 17.7.3.1.2 Staffing requirements may necessitate that the Dean defer a sabbatical granted by the Sabbatical Leave Committee.
 - 17.7.3.1.3 An employee may request that the Dean defer a sabbatical due to unforeseen circumstances.
- 17.7.3.2 A deferred sabbatical shall be held for the employee for the following year. The deferral year shall be credited as a year of service towards the next sabbatical.
- 17.7.3.3 Should the employee not be able to use the deferred sabbatical during the following year, the sabbatical shall be deemed forfeit and a sabbatical of equal length shall be added to the total to be granted for that year.
- 17.7.3.4 A recipient may apply for payroll reallocation to 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, the employee's salary during the period of the sabbatical (as per Article 17.7.1.5/6) 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 the Canada Revenue Agency.
- 17.7.3.5 The employee shall submit a final report following the sabbatical leave. The report shall refer to the expected outcomes described in the sabbatical application. If outcomes were not achieved or were modified during the leave, the report shall provide an explanation.
 - 17.7.3.5.1 The Dean shall review the outcomes of the sabbatical as described in the report under Article 12: Performance Review of Employees with Academic Rank.
 - 17.7.3.5.2 The report shall be retained in the employee's file in the Dean's office. It shall be considered in adjudicating an application for a subsequent sabbatical.

17.8 Chair's Sabbatical and Chair's Administrative Leaves

17.8.1 Chair's Sabbatical

- 17.8.1.1 A Chair who began a second five-year term no later than June 30, 2014 shall be eligible for a one-year Chair's sabbatical to undertake an acceptable plan of activities, designed to improve professional competence. Application for a Chair's sabbatical may be made during the tenth year of service as a Chair, or in any subsequent year. The Chair shall apply to the Dean by the second Friday in October.
- 17.8.1.2 The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, shall be approved by the Dean. The

decision of the Dean may be appealed to the Sabbatical Leave Committee.

- 17.8.1.3 An employee on a Chair's sabbatical shall be paid salary at one-hundred percent (100%) of the employee's regular annual salary rate.
- 17.8.1.4 A Chair's sabbatical will be covered by those provisions in Article 17.7.3
- 17.8.1.5 The period of time on a Chair's sabbatical counts towards years of service for sabbatical eligibility as do the years of service as a Chair.
- 17.8.1.6 During an academic year (1 July to 30 June), the Board shall make available the number of Chair's sabbaticals equal to the number of Chairs eligible for the sabbatical.
- 17.8.1.7 The employee shall undertake to provide return service upon completion of the sabbatical, 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.

17.8.2 Chair's Administrative Leave

- 17.8.2.1 After a Chair completes at least five consecutive years of service, the Chair shall be eligible for an administrative leave for either Fall (15 August to 1 January) or Winter (1 January to 1 May) after completion of the term(s) as Chair. An administrative leave provides time to re-establish or enhance teaching and/or research skills in preparation for return to a regular faculty workload. The time required for this is independent of the number of terms served. During a Chair's Administrative Leave, the employee shall not be required to participate in university activities.
- 17.8.2.2 Application for a Chair's administrative leave may be made during the fifth year of service as a Chair, or in any subsequent year. The Chair shall apply to his/her Dean by the second Friday in October.
- 17.8.2.3 The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, shall be approved by the Dean. The decision of the Dean may be appealed to the Sabbatical Leave Committee.
- 17.8.2.4 An employee on a Chair's administrative leave shall be paid salary at one-hundred percent (100%) of the employee's regular annual salary rate.
- 17.8.2.5 The period of time on a Chair's administrative leave counts towards years of service for sabbatical eligibility as do the years of service as a Chair.
- 17.8.2.7 Normally, a maximum of 12 months' combined Chair's administrative leave and sabbatical leave could be taken after completing a term as Chair.
- 17.8.2.6 During an academic year (1 July to 30 June), the Board shall make available the number of Chair's administrative leaves equal to the number of Chairs eligible for the administrative leaves.

17.9 Leave of Absence With or Without Pay

- 17.9.1 The Board, in its sole discretion, may grant a leave of absence with or without pay to an employee.
- 17.9.2 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.

17.9.3 The employee may elect to pay one hundred percent (100%) of all normal benefits premiums during a Leave of Absence without pay.

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

17.10 Notification of Application for Leave

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

ARTICLE 18 - PROFESSIONAL DEVELOPMENT

18.1 The Board shall provide annually a sum of three hundred and fifteen thousand dollars (\$315,000) by September 1 to be divided between the academic units of the University 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 funding applications from both full-time employees and contract employees and verify expenditures once approved.

18.2 The Board shall maintain a Professional Development Re-allocation Fund (PDRF) to provide additional professional development funding for full-time employees. Funding shall emanate from two separate sources:

- 50% of unspent Individual Professional Development Allocation funding, in accordance with Article 18.8.4;
- any amount in the Contract Professional Development Fund that is unspent at the end of each budget year, in accordance with Article 18.7.1.

The PDRF shall be allocated on a full-time per capita basis to each Faculty Development Committee (FDC). This funding will be available to those full-time FDC applicants whose applications could not be funded or could not be fully funded because:

- the grant requested exceeded per grant limits;
- grant amounts were reduced because the demand was greater than could be funded;
- the priority of the application had been reduced due to funding received during the previous two years.

The FDCs will allocate PDRF funding in each funding period, following allocation of professional development funds provided by the Board under Article 18.1.

18.3 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 sixty-four thousand dollars (\$64,000) annually. 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 twenty thousand dollars (\$20,000) 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) twenty thousand dollars (\$20,000) for the purpose of reimbursing full-time, limited-term,

sessional, continuing, and fixed-term employees (who taught three (3) or more courses, or equivalent, in the academic year) 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.

18.4 An employee who takes a credit course at Mount Royal University with the approval of his/her academic unit Chair 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 University Calendar, upon successful completion of that course.

18.5 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.

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

18.7 **Contract Professional Development**

18.7.1 The Board shall maintain a central Contract Professional Development Fund. Funding shall emanate from two separate sources:

- unspent funding from List A activities, as per Article 14.9.1.7;
- 50% of unspent Individual Professional Development Allocation funding, as per Article 18.8.4.

At the end of each budget year, any unspent amount in this Fund shall be moved into the Professional Development Re-allocation Fund for full-time employees, as described in Article 18.2.

18.7.2 Requests will be honoured on a first come, first served basis with a maximum of six hundred dollars (\$600) per year for employees who teach three (3) or more courses, or equivalent, per academic year.

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

18.7.4 An amount of six hundred dollars annually (\$600) shall be allocated from this Fund to each employee with a fixed-term appointment.

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

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

18.7.4.3 If an employee as defined in Article 18.7.4 leaves the University 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 this Fund.

18.8 **Individual Professional Development Allocation**

18.8.1 **July 1, 2014 – June 30, 2015**

The Board shall provide individual professional development funding to each tenured, tenurable, conditional tenurable and limited-term employee in the amount of one thousand one hundred

dollars (\$1,100) annually and to each full-time and limited-term laboratory instructor in the amount of seven hundred and fifty dollars (\$750) annually.

Effective July 1, 2015

The Board shall provide individual professional development funding to each tenured, tenurable, conditional tenurable and limited-term employee in the amount of one thousand four hundred dollars (\$1,400) annually and to each full-time and limited-term laboratory instructor in the amount of one thousand fifty dollars (\$1,050) annually.

- 18.8.2 Such per capita funding shall be made available for professional development purposes as outlined on the Professional Development Expense Claim Form.
- 18.8.3 Such per capita funding shall be available in an account and can accumulate for up to four (4) years.
- 18.8.4 If an employee as defined in Article 18.8.1 leaves the University during the four-year period or has underspent the allocated per capita funds at the end of the rolling four-year period, then 50% of the balance shall accrue to each of the Professional Development Re-allocation Fund and the Contract Professional Development Fund as described in Articles 18.2 and 18.7.1, respectively.

ARTICLE 19 – INTELLECTUAL PROPERTY

19.1 Principles and Definitions

- 19.1.1 The University's role is to create, disseminate and ensure public access to knowledge and information. The core nature of the faculty profession is to carry out this role.
- 19.1.2 Copyright shall have the same meaning as in the Copyright Act (Canada), R.S.C. 1985, c. C42, as amended, and as interpreted by the applicable courts.
- 19.1.3 A Work is an original idea or concept fixed in any tangible medium of expression now known or later developed.
- 19.1.4 Scholarship shall have the same meaning as in Article 1.26 and the Addendum on Teaching, Scholarship and Service of this Agreement.
- 19.1.5 Teaching shall have the same meaning as in Article 1.29 and the Addendum on Teaching, Scholarship and Service of this Agreement
- 19.1.6 This Article does not derogate from any user rights, including fair dealing rights, that the University or any employee may have with respect to any work.

19.2 Scholarship and Teaching Works

- 19.2.1 Employees own the copyright and retain the moral rights to the products of their scholarship, subject to articles 19.5 (Commissioned Works), 19.6 (Third Party Agreements), and 19.7 (Ownership and Multiple Creators of Teaching Works).
- 19.2.2 The University shall not interfere with an employee's freedom to publish the results of scholarship, except for limitations imposed by duly constituted university research ethics boards.
- 19.2.3 No employee shall be obliged to engage in the commercial exploitation of his or her scholarship, nor to provide commercial justification for it.
- 19.2.4 Employees own the copyright and retain the moral rights to teaching works, subject to articles 19.4 (University Curriculum and Student Records), 19.5 (Commissioned Works), 19.6 (Third Party Agreements), 19.7 (Ownership and Multiple Creators of Teaching Works), and 19.8

(Previously Existing Works).

19.2.5 Whereas the University and its employees have a shared obligation to deliver scheduled credit academic courses of instruction to students, the employee shall grant the University a royalty-free, irrevocable license to use all teaching works, where available, that are required to deliver the course if the employee is unable to complete his or her duties, so that students are able to complete the credit academic course in the original time frame.

19.2.5.1 Such a license is limited by the following conditions: the teaching work shall be used in its original intended delivery mode; the license shall be limited to the scheduled offering at risk because the employee is unable to complete his or her duties.

19.2.5.2 Employees are not required to provide the University with all teaching works at the beginning of a course in case they are needed under 19.2.5.

19.3 University Administrative Records

19.3.1 Notwithstanding Articles 19.2.1 and 19.2.4, upon creation the University owns copyright in all works produced while performing management or administrative duties or functions, or constituting the records of the administrative activities of a committee or academic unit.

19.4 University Curriculum and Student Records

19.4.1 Notwithstanding Articles 19.2.1 and 19.2.4, upon creation the University owns the copyright in the following teaching works created by employees: course titles; calendar descriptions; course grades; basic course outlines; and other student records related to instruction and student evaluation, placement and assessment. For the purposes of this article, a basic course outline shall include, at the minimum, information about the grading scheme, the weighting of assignments, and any textbooks or course packs required.

19.5 Commissioned Works

19.5.1 Notwithstanding Articles 19.2.1 and 19.2.4, where an employee is specifically commissioned by the University to create a work, that commission shall be recorded in a written agreement, and that agreement shall, at the minimum, define copyright ownership and license terms. The University shall provide the Association with a copy of any such agreement at least one week prior to its signing.

19.5.2 No employee shall be obliged to enter into any commission agreement that alters or abridges, or has the effect of altering or abridging, the intellectual property rights of the employee without the employee's written consent.

19.6 Third-Party Agreements

19.6.1 Notwithstanding Articles 19.2.1 and 19.2.4, if an employee creates a work under any agreement between the University and a third party, copyright ownership and licensing shall be governed by the terms of that agreement. Where the agreement with the third party requires the assignment or license of copyright to the third party, then the University shall own copyright in any works created by employees under such agreement in order to fulfill the obligations of that agreement, subject to 19.6.2.

19.6.2 The University shall not enter into any agreement with a third party which alters or abridges, or has the effect of altering or abridging, the intellectual property rights of an employee without the employee's written consent.

19.6.3 No employee shall be obliged to create a work under an agreement between the University and a third party that alters or abridges, or has the effect of altering or abridging, the intellectual property rights of the employee without the employee's written consent.

19.7 Ownership and Multiple Creators of Teaching Works

- 19.7.1 Multiple creators shall address respective copyright ownership and license rights, including moral rights, in a written agreement in advance of a teaching work's creation.
- 19.7.2 Where collaborative and iterative development of works is the normal or agreed upon practice in an academic unit, all employees in that unit will be advised of this practice before an employee engages in the creation of a teaching work. Notwithstanding Articles 19.2.1 and 19.2.4, in such a case all creators shall agree that copyright, including moral rights, in the teaching work created shall be retained by the University, and the academic unit shall have the authority to amend, adapt or modify the work as needed.

19.8 Previously Existing Teaching Works

- 19.8.1 Notwithstanding Articles 19.2.1 and 19.2.4, when a work created by an employee existed prior to this Article 19 coming into force, and it is not reasonably possible to determine the creators, copyright in the work shall be owned by the University.

19.9 Clearances

- 19.9.1 Unless expressly accepted by agreement in writing, the University has no responsibility for obtaining clearances (sufficient permissions for the applicable use) for third-party works or parts of works. The employee warrants that the work is original and that the license granted to the University will not involve it in any liability for breach of copyright, breach of trust or defamation.
- 19.9.2 In the event that the University agrees in writing to obtain any such clearances the employee shall provide the University with an accurate list of clearances and the University shall be responsible for securing the clearances.

19.10 Dispute Resolution Process

- 19.10.1 Disputes between the University and an employee are subject to the regular grievance process.

19.11 Successor and Other Rights

- 19.11.1 When an employee leaves the University, ownership, license rights and obligations in any works created by the employee while employed by the University shall continue and survive as defined here, including any third party agreement as defined in this article in 19.6.1.
- 19.11.2 All intellectual property rights and obligations devolve to their owners' heirs and successors.

19.12 Patents and Related Intellectual Property

- 19.12.1 The following clauses apply to inventions, integrated circuits, plant cultivars, trademarks and industrial designs. "Patents and Related Intellectual Property" means any result of intellectual or artistic activity, created by an employee, that can be owned by a person excluding know how, data and works to which copyright alone attaches.
- 19.12.2 Reference to employee in this article shall include multiple creators.
- 19.12.3 The discovery of patentable inventions is not a basic purpose of university research, nor is it a condition of support of such research. The employee shall have no obligation to seek patent protection or to modify research to enhance patentability. However, industrially useful or commercially viable intellectual property is sometimes the result of university scholarly activity. When this is the case, the University encourages employees to consider, and where appropriate, undertake commercialization of the results of their scholarly activities.
- 19.12.4 The University has the right to be consulted and to approve or disapprove any use of the University's name, facilities, or resources in any commercial arrangement. In some

circumstances, the University may also require that it be a party to the arrangements as a condition of any use or approval.

19.12.5 The employee has the right to publish his or her inventions though in certain circumstances there may be a delay in publication.

19.12.5.1 There may be a delay in publication to protect the patentability of intellectual property.

19.12.5.2 Where the intellectual property is the result of a third party contract, there may be a delay in publication specified in the contract. Such a delay shall not normally exceed 24 months. The date of termination of the period of confidentiality shall be identified in the written contract.

19.12.6 Employees own the intellectual property rights in any invention, improvement, design or development that they create in the course of their employment even if it was produced with the University's facilities and resources, except in those cases where there is a written contract to the contrary.

19.12.7 Multiple creators shall address ownership and protection of intellectual property in a written agreement in advance of any attempts to commercialize such intellectual property. The written agreement shall also address revenue sharing among multiple creators.

19.12.8 Subject to a mutually acceptable written agreement between the University and the employee, the University may acquire ownership as a condition of any production, publication, or distribution arrangement and in consideration of its financial and resource investment.

19.12.9 The employee shall disclose to the University any intellectual property that is covered by the revenue sharing guidelines outlined in 19.12.12 and 19.12.13 when he or she wants to begin the protection of intellectual property through the patent process. The disclosure is made to the Office of Research Services and copied to the Association. Such disclosure shall be kept confidential by all parties.

19.12.9.1 Upon disclosure, the University and the employee shall discuss different commercialization options.

19.12.9.2 The employee shall decide whether to include the University or its agent in the patent process. Revenue sharing shall apply whether or not the employee involves the University if the intellectual property is covered by the revenue sharing guidelines as outlined in 19.12.12 and 19.12.13.

19.12.9.3 If the employee requests the University or its agent's involvement in the patent process, the University shall have the option to participate or not. The University shall notify the employee in writing of its decision to participate within three months of disclosure.

19.12.9.3.1 Where the University agrees to participate, the employee agrees to provide full cooperation and assistance in the preparation of the patent application.

19.12.9.3.2 Where the University decides not to participate, the employee may pursue patent protection on his or her own.

19.12.10 If pursuant to 19.12.9, the employee does not disclose a potentially patentable discovery subject to revenue sharing guidelines specified in 19.12.12 and 19.12.13, the University shall maintain its rights under this Article.

19.12.11 The employee is not required to disclose intellectual property that is not covered by the revenue sharing guidelines.

- 19.12.12 Normally, the employee and the University will share in the net revenues resulting from the commercialization of patentable intellectual property when:
- the costs of the activities giving rise to the property were specifically funded by third-party contracts with the University;
 - the costs of the activities giving rise to the property were specifically funded by grants from the University's endowments, special purpose funds, or specific budget allocations;
 - the property was created using the specialized research facilities and services of the University, including the University's research laboratories, capital equipment, and technical facilities and services. Specialized facilities and services do not include the use of offices and office equipment, limited office services, personal computers, the library, or other services commonly available to employees;
 - the University or the University's agent actively participates in protection or commercialization of Intellectual Property, including the development, financing, manufacture, license, and sale of the property.
- 19.12.13 Normally, the University will not share in the net revenues resulting from the commercialization of patentable intellectual property when:
- the Intellectual Property was created without using the University's specialized facilities and services;
 - the Intellectual Property was created in the course of outside professional activities or non-University activities;
 - the Intellectual Property is placed in the public domain or assigned for publication without consideration in the course of the normal dissemination of knowledge in the field;
 - the University has made a prior agreement to forgo revenue sharing.
- 19.12.14 Revenue sharing may apply regardless of whether the Intellectual Property is employee or University owned.
- 19.12.15 The University's share of revenue from intellectual property covered by revenue sharing guidelines shall depend upon the level of its involvement in the commercialization process. Three broad categories are recognized: commercialization by the employee which involves the greatest investment of the employee's time and money and includes commercialization through employee-established companies; commercialization involving the University; and commercialization through a third party. For the purposes of this article, net revenue means any money received as a result of the development or commercial exploitation of the patent, less any expenses incurred to register, develop, exploit or administer the patent.
- 19.12.15.1 Commercialization by the Employee
Normally the University shall have a share of 25 percent of net revenues over \$75,000.
- 19.12.15.2 Commercialization by the University
Normally, the University and the employee shall each have a 50 percent share of net revenues.
- 19.12.15.3 Commercialization by a Third Party
The University shall have a negotiated share subject to the terms of the agreement with the third party. Normally the employee shall not receive less than a 50 percent share of net revenues.
- 19.12.16 The University's share of revenue shall normally be distributed as follows:
- 1/3 of net revenue shall go to a university-level fund to support research and scholarly activity.
 - 1/3 of net revenue shall go to support research and scholarly activity in the employee's faculty.
 - 1/3 of net revenue shall go to support university activity.

19.12.16.1 The amount and distribution of such funds shall be reported to the Association annually.

19.12.17 The University will have a royalty-free, non-exclusive right to use and re-use within the University patentable intellectual property which is subject to the revenue sharing guidelines outlined in 19.12.12 and 19.12.13.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 A grievance is a difference arising:

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

20.1.2 with respect to a contravention or alleged contravention of this Agreement; or

20.1.3 with respect to whether a difference referred to in Article 20.1.1 or 20.1.2 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.

20.2 A grievance shall be settled in the following manner:

20.2.1 **Step 1** Within fifteen (15) days of knowledge of the act causing the grievance, the individual grievor or grievors shall discuss the matter with his/her Chair or supervisor and with the responsible Dean with a view to making reasonable attempts to resolve 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 to Step 2 by the Association.

20.2.2 **Step 2** Within ten (10) days of a grievance being advanced to Step 2, the Association on behalf of the individual grievor or grievors shall state the grievance in writing, including the remedy sought, to the Provost and Vice-President, Academic or designate and the President of the Association or designate. These two representatives shall meet and attempt to resolve the grievance. Within fifteen (15) days of receiving the statement of grievance, they shall render their decision in writing. The decision shall be one of:

20.2.2.1 a settlement, in which case the Provost and Vice-President, Academic or designate and the President of the Association or designate shall be jointly responsible for implementing the settlement; or

20.2.2.2 a report with a partial settlement and a recommendation to the Board and the Association that the grievance proceed to Step 3; or

20.2.2.3 a report that they are unable to resolve the grievance and a recommendation to the Board and the Association that the grievance proceed to Step 4.

20.2.3 **Step 3** A grievance that proceeds to Step 3 shall be heard by a Grievance Committee. Within ten (10) days of a recommendation to proceed to Step 3, as outlined in Article 20.2.2.2, the Board and the Association shall name their nominees to the Grievance Committee.

20.2.3.1 The Grievance Committee shall consist of:

20.2.3.1.1 two nominees of the Board, and

20.2.3.1.2 two nominees of the Association.

20.2.3.2 The Grievance Committee shall be provided with the Step 2 report referenced in Article 20.2.2.2 and with any other documents relevant to the grievance. The committee shall begin its work with the partial settlement in the Step 2 report,

but may develop a resolution that diverges from it as a consequence of its investigation of the grievance.

20.2.3.3 The Grievance Committee shall meet within ten (10) days of being appointed and shall render a decision in a written report to the Provost and Vice-President, Academic and the President of the Association within twenty (20) days of the date of its first meeting.

20.2.3.4 The decision of the Grievance Committee shall be either a settlement of the grievance, agreed to by a majority of the committee, or a statement that it is unable to resolve the grievance.

20.2.3.5 Where the Grievance Committee has settled the grievance, the Provost and Vice-President, Academic or designate and the President of the Association or designate shall be jointly responsible for implementing the settlement.

20.2.3.6 Where the Grievance Committee has been unable to resolve the grievance, the grievance shall proceed to Step 4.

20.2.4 **Step 4** Within twenty (20) days of receipt of a Step 2 report recommending that the grievance proceed to Step 4 or receipt of a Step 3 report that the Grievance Committee has been unable to resolve the grievance, the Association and the Board shall each review the grievance and decide whether or not to proceed to Step 5.

20.2.5 **Step 5** In the case of a Step 4 decision by either the Association or the Board to proceed to Step 5, the grievance shall be referred by either the Association or the Board to an Arbitration Board.

20.2.4.1 The referent shall name a nominee to the Arbitration Board.

20.2.4.2 The respondent shall name a nominee to the Arbitration Board and inform the referent within ten (10) days.

20.2.4.3 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.

20.2.4.4 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.

20.2.4.5 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.

20.3 **Arbitration Board**

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

20.3.1 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.

20.3.2 The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the chair governs.

20.3.3 Each party shall bear the expense of its nominee and the two parties shall equally share the expense of the chair.

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

20.3.5 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;
- (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) may 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) may authorize any person to do anything that the Arbitration Board may do under this Article 20.3.5, and to report to the Arbitration Board thereon.

20.3.6 Where an employee has been suspended pursuant to Article 4.17, 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.

20.3.7 Where an employee has been dismissed pursuant to Article 4.17, 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.

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

20.5 **Advancement of Grievance**

Where any person or party or committee fails to discharge responsibilities included under this Grievance Procedure within the time limits stipulated or extended in accordance with Article 20.8, a grievor or the Association may, upon expiry of such time limit, advance the grievance to the next step.

20.6 **Failure to Process**

In the event a grieving party or person fails to process a grievance within a time limit set out in this Grievance Procedure or extended in accordance with Article 20.8, such grievance shall be deemed to have been withdrawn.

20.7 Time in this Grievance Procedure shall be computed exclusive of Saturdays, Sundays, vacation and university holidays .

20.8 The time limits specified in this Article may be extended, in writing, by mutual agreement of the Provost and Vice-President, Academic or designate and the President of the Association or designate.

ARTICLE 21 – NEGOTIATIONS

21.1 Definitions

21.1.1 *Items* – shall mean:

21.1.1.1 A topic described by a subheading of this Agreement, delimited by a single decimal in the numbering scheme. For greater clarity, examples may include 13.1 – Appointments with Academic Rank, or 4.2 – Appointment to Academic Rank,

or

21.1.1.2 A new proposed topic as described in the Statement of Interests submitted by either party, pursuant to 21.2.4.

21.1.2 *Related Clauses* – shall mean any clause of this Agreement that directly references an item as defined in 21.1.1.

21.2 Commencement of Negotiations

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

21.2.2 When notice has been given that either party wishes to revise or renew the Collective Agreement, the Association and the Board shall engage in training with respect to Interest-Focused bargaining before 31 January.

21.2.3 From time to time, both teams shall extend invitations to other stakeholders including the MRFA Executive Board and relevant members of the Board of Governors to participate as appropriate in the training.

21.2.4 Both parties shall produce a Statement of Interests for discussion during negotiations to be exchanged not later than 31 January.

21.2.5 If a written notice of intention is given under Article 21.2.1, the negotiating committees or their nominees shall meet prior to 15 February to:

21.2.5.1 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;

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

21.2.5.3 Set dates for negotiation meetings; and

21.2.5.4 Arrange for the selection of the mediator contemplated by Article 21.4.7, and make arrangements to ensure the mediator's availability.

21.3 Principles of Negotiations

21.3.1 The parties commit to:

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

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

- 21.3.1.3 Avoiding unnecessary expense;
 - 21.3.1.4 Scheduling blocks of time of 4 hours each session, during the month of May to maximize the productivity of negotiating sessions.
 - 21.3.1.5 Making committee members available for bargaining on agreed upon dates, subject to unavoidable contingencies, but with backup plans to accommodate those contingencies; and
 - 21.3.1.6 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 15.1, unless the Association agrees to waive this condition.
- 21.3.2 Both parties agree to meet between 1 February and 1 May for a period of not less than 5 days or their equivalent with a view to arriving at a new Collective Agreement as expeditiously as possible. Wherever possible, Reading Week and Final Exam period will not be used to meet this requirement.
- 21.3.3 Both parties shall endeavour to make the requisite time available. Employees' schedules shall be coordinated wherever possible to ensure that employees are available to meet.
- 21.3.4 Dates contained in this Article may be amended or extended by mutual agreement in writing.
- 21.3.5 Subsequent to the meeting referred to in Article 21.2.5, 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 Collective Agreement
- 21.3.6 If, by 31 May, the parties have been unable to agree upon the terms to be included in a revised Collective Agreement, the parties agree to engage in enhanced mediation
- 21.3.7 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.
- 21.3.8 The Board of Governors will make available to the Association funding equivalent to 240 SICR for the purposes of providing reassigned time to the MRFA Negotiating Committee to prepare for and participate in the process of Interest-focused bargaining. This funding shall be provided for all rounds of negotiations, with the exception of a limited re-opener that solely addresses wage/salary.

The MRFA shall notify the Board of Governors that this funding is required no later than 15 September of the academic year in which negotiations take place. The Board of Governors will provide this funding to the MRFA no later than 30 calendar days after receipt of this notification. This funding may be used by MRFA members for reassigned time in either the Fall or Winter semester of the academic year in which negotiations takes place.

The MRFA shall provide equivalent resources in the Winter semester.

21.4 **Enhanced Mediation**

- 21.4.1 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.
- 21.4.2 The parties agree on the following principles for the conduct of enhanced mediation:
- 21.4.2.1 The process should respect and reinforce the Principles of Negotiations set out in Article 21.3.

- 21.4.2.2 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.
- 21.4.3 In the following articles, mediator shall include a mediation panel, if selected.
- 21.4.4 By 31 May, each party will choose whether to use one or three persons for the mediation process.
- 21.4.5 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.
- 21.4.6 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.
- 21.4.7 The process for selecting a mediator or a chair for the mediation panel shall be as follows:
- 21.4.7.1 Each party shall submit to the other party the names of three (3) candidates for the mediator; and
- 21.4.7.2 The two parties shall review the names and agree upon the choice of a mediator from the names submitted.
- 21.4.7.3 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.
- 21.4.7.4 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.
- 21.4.8 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.
- 21.4.9 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.
- 21.4.10 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.
- 21.4.11 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.
- 21.4.12 The mediator's report will be delivered to the parties at the same time, within 10 days from the close of the mediation session.
- 21.4.13 The mediator's report is not binding on either party.
- 21.4.14 If both parties accept the mediator's recommended terms of settlement, they shall promptly conclude negotiations and execute an agreement pursuant to such terms.

21.4.15 The two parties shall share the cost of the mediator or the chair of the mediation panel equally, subject to Article 21.4.5 above.

21.4.16 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.

21.5 **Compulsory Binding Arbitration**

21.5.1 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.

21.5.2 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.

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

21.5.4 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.

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

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

21.5.5.2 The Agreement has expired;

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

21.5.5.4 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 21.1). Upon mutual agreement, either party may submit more than two items and related clauses.

21.5.5.5 Both parties have had one (1) calendar month of preparation time exclusive of the vacation period stipulated in Article 15.1 of this Agreement.

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

21.5.7 Within seven (7) days of a party being notified under clause Article 21.5.4, each party will choose whether to use one or three persons for the arbitration process.

21.5.8 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.

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

21.5.9.1 If both parties agree to a single arbitrator, the costs will be shared equally;

21.5.9.2 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;

21.5.9.3 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.

21.5.10 The process for selecting a single arbitrator shall be as follows:

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

21.5.10.2 The two parties shall review the names and agree upon the choice of an arbitrator from the names submitted.

21.5.10.3 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.

21.5.10.4 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.

21.5.11 The process for selecting a three-person arbitration board shall be as follows:

21.5.11.1 Each party will, within fourteen (14) calendar days after receiving the notice pursuant to Article 21.5.4, appoint a person to act as its nominee to the Arbitration Board, and advise the other party of such selection.

21.5.11.2 Upon the appointment of the two nominees selected pursuant to Article 21.5.11.1 above, the two nominees shall within fourteen (14) days appoint a third person, who shall be Chair of the Arbitration Board.

21.5.11.3 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.

21.5.12 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.

21.5.13 When an arbitration board has been selected pursuant to Articles 21.5.10 or 21.5.11, 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.

21.5.14 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.

21.5.15 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.

21.5.16 The terms of the award shall be included in the terms of the Collective Agreement.

21.5.17 Subject to Article 21.3.1.6, 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.

21.5.18 Subject to Article 21.3.1.6, after forty-five (45) days have elapsed from the date that the Arbitration Board has issued a decision pursuant to Article 21.5.15, and should no question have been raised by either party pursuant to Article 21.5.17, the Arbitration Board shall cease to have power or authority to hear, consider or render any further decision concerning the implementation of its award.

21.6 Other

21.6.1 Where terms of a new Collective Agreement have been ratified no later than June 14, the Board of Governors shall convene a joint training seminar no later than August 20. The Provost and Vice-President Academic, the Mount Royal Faculty Association President, the Associate Vice-President Academic, a Human Resources representative, all Deans and Associate Deans, Chairs and Assistants to the Chair are normally expected to attend.

21.6.2 If the terms of a new Collective Agreement are ratified after June 14, the Board of Governors shall convene a joint training seminar no later than fourteen (14) calendar days (excluding vacation period as per Article 15) from the date the terms of a new Collective Agreement have been ratified. The Provost and Vice-President Academic, the Mount Royal Faculty Association President, the Associate Vice-President Academic, a Human Resources representative, all Deans and Associate Deans, Chairs and Assistants to the Chair are normally expected to attend.

21.6.3 The joint training seminar on the administration of the Collective Agreement shall be conducted by the Chair of the Mount Royal Faculty Association Negotiating Committee and the Chair of the Board of Governors Negotiating Committee. In the event that either Chair cannot attend, a designate from their respective negotiating committee who was involved in the negotiations of the current Collective Agreement will conduct the training.

21.6.4 The joint training seminar on the administration of the Collective Agreement shall cover all articles that have been changed and the associated rationale documented on each green sheet.

ARTICLE 22 - WORKPLACE ENVIRONMENT

22.1 Non-Discrimination

22.1.1 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.

22.1.2 Article 22.1.1 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.

22.2 **Occupational Health and Safety**

22.2.1 The Board shall make reasonable and proper provisions for a safe and healthy workplace environment.

22.2.2 Where the nature of the work or working conditions of the employee's regular duties at the University 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.

22.2.3 It shall be the responsibility of the employee to report to his/her immediate supervisor, or Dean, any situation in the workplace which the employee believes to be unsafe or unhealthy.

22.2.4 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 University Occupational Health and Safety Committee. The decision of the University Occupational Health and Safety Committee shall be binding upon both the employee and the Board.

22.3 **Parking**

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

22.4 **Resources for Contract Employees**

The University shall make reasonable efforts, subject to available resources, to provide employees with the working conditions required to fulfill their instructional responsibilities. This may include dedicated office space (which may be shared), an individual e-mail account, access to a computer and telephone, instructional support, and supplies.

ARTICLE 23 – ACADEMIC FREEDOM

23.1 The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in educational institutions is essential to both these purposes in the teaching function of the institution as well as in its scholarship and research.

23.2 Academic freedom as a right belongs to the individual faculty member, not the Faculty Association or the University. Academic freedom does not confer legal immunity nor does it diminish the obligation to meet employment duties and responsibilities.

23.3 Academic staff shall not be hindered or impeded in any way by the institution or the faculty association from exercising their legal rights as citizens, nor shall they suffer any penalties because of the exercise of such legal rights. Academic members of the community are entitled, regardless of prescribed doctrine, to freedom in designing and carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize the University and the faculty association, and freedom from institutional censorship.

23.4 Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.

23.5 In exercising the freedom to comment and criticize, academic staff members have a corresponding obligation to use academic freedom in a responsible manner. This implies a recognition of the rights of other members of the academic community and a tolerance of differing points of view.

ARTICLE 24 – DIVERSITY AND EQUITY

- 24.1 The Parties endorse the principle of equity in employment to support full access and participation in the workplace. Employment equity involves hiring the most suitably qualified candidate for any open position while ensuring that the hiring process and the qualifications required for each position are fair and equitable for all persons. The Parties agree to cooperate to identify, address and remove barriers to the recruitment, selection, hiring, retention and promotion of individuals or groups protected by provincial human rights legislation.

ARTICLE 25 – DISCIPLINE

25.1 Right to Have MRFA Representative Present

- 25.1.1 An employee shall have the right to have a member of the MRFA Executive present at any discussion with supervisory personnel that the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee of the purpose of the interview and the employee's right to have representation by the MRFA at the meeting in order that the employee may contact an MRFA representative, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

25.2 Discipline

- 25.2.1 An employee may only be disciplined for just, reasonable, and sufficient cause.
- 25.2.2 The University bears the onus of proving that any disciplinary action taken was for just, reasonable and sufficient cause.
- 25.2.3 Such disciplinary action shall be fair, reasonable, commensurate with the seriousness of the violations, and based on the principle of progressive discipline. Both parties recognize the objective of progressive discipline as being corrective in nature.
- 25.2.4 The parties agree that wherever possible, practicable and reasonable, efforts shall be made to resolve issues informally.

25.3 Non-Disciplinary Situations

- 25.3.1 An employee may not be disciplined for violation of a rule, regulation or instruction unless that rule, regulation or instruction has been promulgated and communicated by the appropriate authority, and does not violate this Agreement.
- 25.3.2 Disability shall not be cause for discipline. If an employee is disciplined for an incident they claim is a result of medical disability or illness, they shall notify the MRFA. In such cases, the university may require the employee to provide a medical certificate from a physician of their choice.

25.4 Discipline Separate from Academic Performance Assessment

- 25.4.1 Disciplinary processes shall be distinct from academic assessments such as those used in the processes of reappointment, tenure and promotion. Records of disciplinary action placed in an employee's Personnel File as per Article 25 within the past four (4) years, however, shall be included in any application for reappointment, tenure or promotion.
- 25.4.2 Where written allegations triggering a disciplinary investigation directly involve the integrity of the scholarly record under review, the academic assessment process will be delayed until the completion of the investigation. In cases of tenure, the employee's contract will be extended by the length of the deferral to allow for completion of the tenure process.

25.4.3 Lay-off pursuant to financial exigency shall not constitute discipline.

25.5 **Types of Disciplinary Action**

25.5.1 The only disciplinary measures that may be imposed are:

- a) a letter of warning
- b) a letter of reprimand
- c) suspension without pay
- d) dismissal for just cause

The measures above are normally followed in sequence; however, depending on the seriousness of the infraction, the disciplinary process may commence at any point.

25.6 **Letter of Warning and Letter of Reprimand**

25.6.1 A written letter of warning shall contain a clear statement of the reasons for taking action and shall be clearly identified as a disciplinary measure. A warning brings the problem to the attention of the employee, emphasizes the seriousness of the situation, and presents suggestions or instructions to resolve or correct the problem.

25.6.2 A written reprimand is the next step after a letter of warning. A written letter of reprimand shall state the occurrence and the severity and shall include a statement of any remedial action the employee is required to take. It shall also remind the employee that subsequent misconduct of the same order may be grounds for suspension or dismissal.

25.6.3 In order to be deemed a letter of warning or a letter of reprimand according to the terms of this article, the letter shall be so identified.

25.6.4 A letter or warning or a letter of reprimand may only be issued by administrative officers designated by the University who are not themselves members of the Association. Normally these individuals will be the Dean or director of the employee's department, program or unit.

25.6.5 Where the employee disagrees with the substance of a letter of warning or a letter of reprimand, they may file a written reply which will be contained in the employee's Personnel File.

25.7 **Suspension Without Pay**

25.7.1 Suspension without pay is the act of the University in relieving, for cause, some or all of an employee's duties and privileges without the employee's consent. Only the President of the University or the Provost and Vice President, Academic may suspend an employee without pay. If such a suspension is grieved, the grievance would commence at Step 2 of Article 20.

25.7.2 The University can place an employee on leave with pay pending investigation. This is an administrative leave and is not disciplinary in nature.

25.8 **Dismissal**

25.8.1 Dismissal for cause means the termination of an appointment by the Board without the employee's consent. Only the President, in consultation with the Board, may dismiss an employee. If such a dismissal is grieved, the grievance would commence at Step 2 of Article 20.

25.9 **Discipline Process**

25.9.1 Disciplinary action shall normally be initiated after completion of a fair and thorough process, and shall be based on substantiated information.

25.9.2 Disciplinary action against an employee can only be taken by the President or the Provost and Vice President, Academic or designate in the case of suspension, and the Board in the case of

dismissal.

- 25.9.3 An employee may be disciplined only in accordance with the provisions of this article.
- 25.9.4 Disciplinary action cannot be taken by a member of the Association.
- 25.9.5 If the President or Provost and Vice President, Academic or designate believes, based upon a fair and complete review of evidence, that there are grounds for disciplinary action, they will notify in writing via registered mail to the employee or employees involved within thirty (30) days of the date they knew, or ought reasonably to have known, of the occurrence of the matter giving rise to the discipline. The notification shall provide all pertinent details of the incident or incidents giving rise to the discipline. A copy of the letter will be sent simultaneously to the Association. The employee may provide a written response to the notice. Such written response must be received within ten (10) days of receipt of the notice from the University.
- 25.9.6 The President or the Provost and Vice President, Academic or designate shall meet with the employee to discuss the cause for discipline no sooner than eleven (11) and not later than twenty (20) days of the notice required by Article 25.9.5. The President or Provost and Vice President, Academic may have an advisor present and the employee may have a representative from the Association present. The employee shall be given at least seven (7)-working days notice via registered mail of the time and place of the meeting. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned. If the University is unable to so notify the employee, the meeting shall be dispensed with and the University may immediately give notice of discipline in accordance with 25.9.7.
- 25.9.7 If, after the steps in the disciplinary process as laid out above have been completed, and the President or Vice President, Academic or designate decides that disciplinary action is warranted, the University shall notify the employee in writing via registered mail of the disciplinary decision, including all pertinent details of the incident or incidents; the nature of the offence; and a statement of any remedial action the employee is required to take including the suspension of duties where applicable. This notice shall be sent within ten (10) days of the meeting provided for in 25.9.6. A copy of this notice shall simultaneously be sent to the Association. Any action which is not confirmed in writing in this manner shall not form part of the employee's Personnel File.
- 25.9.8 The University shall not introduce into evidence at arbitration any notices of discipline of which the employee was not aware. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in 25.9.7 above.
- 25.9.9 All records of any alleged misconduct including the investigative report and the employee's responses to the response will be destroyed immediately if the allegation is not substantiated.
- 25.9.10 The record of disciplinary action, a summary of the investigative report, and the employee's response(s) will be kept in the member's Personnel File in Human Resources. The record will be removed from the employee's file and destroyed after four (4) years provided that no subsequent allegation of similar misconduct has been confirmed or is under investigation. Records of disciplinary action placed in an employee's Personnel File as per Article 25 within the past four (4) years shall be included in any application for reappointment, tenure or promotion.
- 25.9.11 Failure of an employee to grieve a letter of reprimand or warning shall not be deemed an admission of the validity of the reprimand or the warning, but the letter or warning or reprimand can be referred to as a step in the progressive discipline process.

ARTICLE 26 – PERSONNEL FILE

26. Personnel File

- 26.1 The official Personnel File has three parts:

- 1) a file within a locked cabinet within the appropriate Dean/Director office; and
 - 2) a file housed within the Department of Human Resources; and
 - 3) the employee's annual report(s) and the comments by the Dean on the annual report(s).
- 26.2 During normal working hours, and in the presence of a staff member, every employee or their duly designated representatives have the right of access to their entire Personnel File and to obtain copies of all material in their individual files.
- 26.3 No anonymous material shall be retained in the Personnel File with the exception of student evaluation of instruction results.
- 26.4 Information in an employee's Personnel File shall be confidential and available only to authorized persons as per 26.5 on a need-to-know basis. Any person or committee who for purposes of this Agreement may have access to information contained in the Personnel File shall be bound by the ordinary rules of confidentiality.
- 26.5 Contents of the File shall only be made available as required:
- a) in a grievance and arbitration procedure;
 - b) at the request of the individual;
 - c) as required by law;
 - d) for disciplinary purposes as per Article 25;
 - e) for the purposes of hiring, tenure or promotion.
- 26.6 Any written communication related to employee conduct issues or performance concerns (other than those covered under Article 12 — Performance Review of Employees) is to contain a date that the documentation will be removed from the file(s). The maximum date specified shall be seven (7) years after the resolution of the issue.
- 26.7 Notwithstanding the above noted point, once per year employees may request that material be removed from their file(s). This request shall be made in writing to the Provost and Vice-President, Academic and copied to Human Resources. The employee shall receive written notification that their request has been considered and what action, if any, has been taken within thirty (30) days of the request being submitted.

ADDENDUM ON TEACHING, SCHOLARSHIP AND SERVICE

These activities may be eligible for reassigned time.

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 mentoring
- 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 UNIVERSITY

THE MOUNT ROYAL FACULTY ASSOCIATION

Per: _____
B. Pinney, Chair
Board of Governors
Mount Royal University

Per: _____
M. Schroeder, President
Mount Royal Faculty Association

Per: _____
D. Docherty, President
Mount Royal University

Per: _____
K. Manarin, Chair
Mount Royal Faculty Association
Negotiating Committee

Date

APPENDIX A

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 university.
- 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.

APPENDIX B

FACULTY ANNUAL REPORT

The online annual report form and instructions can be found at <http://annualreports.mtroyal.ca>.

The faculty annual report is primarily a mechanism to record and recognize faculty work and achievements for the purposes of annual review by the Chair and Dean and may also provide, where appropriate, information to support the tenure and promotion processes. The information is held securely for use only by the faculty member and is only available to the Chair and Dean when the faculty member sends the final document electronically for review. However, the faculty member may use the report for other purposes such as internal or external funding applications.

General Information, Work and Achievements

General information, work and achievements shall be recorded in four main areas:

1. Profile
2. Teaching
3. Scholarship
4. Service

See the Addendum on Teaching, Scholarship and Service for more detail.

Information recorded by faculty shall consist of, but not be limited to, the following:

Profile / General Information

- First Name
- Last Name
- Rank
- Dept/Program/Academic Area
- Secondary Dept (Cross-Appointment Only)
- Appointment Category
- Work Pattern
- Highest Degree Achieved
- Short profile statement (optional)

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL COLLEGE

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Funding for Contract Opportunities for Service

The University shall commit over the life of the agreement, \$10,000 per academic year to the MRFA to support contract faculty who participate in non-instructional activities. The funding shall be administered by the MRFA Executive Board, which shall devise the specific criteria and process for the administration of the funds.

The funds are intended to support participation in the following activities which include but may not be restricted to:

- Academic unit and/or discipline-specific planning meetings and task forces
- Participation in Faculty and institutional governance;
- Selection committees;
- Development and application of academic policies;
- Revision of academic programs;
- MRFA-Board Joint Committees

At the conclusion of the term of the agreement, the Mount Royal Faculty Association will produce a report and submit it to the Provost and Vice-President, Academic and to the President of the MRFA.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Joint Committee for the Review and Interpretation of the Collective Agreement

The parties agree that there is a need for a joint committee for the review and interpretation of the Collective Agreement with the following charter. The negotiating committees will evaluate and discuss the success of the committee during the next round of collective bargaining.

Committee Charter

Name of Committee: Joint Committee for the Review and Interpretation of the Collective Agreement

Sponsors: MRFA and MRU Board of Governors
Represented by the President of the MRFA and the Provost and Vice-President, Academic

Purpose: To interpret the Collective Agreement cooperatively and with an interest focused approach.

Background: The University has undergone considerable transition over the past number of years and will continue so in the future. The volume and complexity of change is evident as the University and the MRFA adapt the Collective Agreement. In as much as the Collective Agreement is bargained in good faith and intent, there remains the possibility of misunderstanding or lack of clarity regarding certain elements of the Collective Agreement. The parties have agreed to create a Joint Committee to interpret the Collective Agreement as required.

Authority:

- Advise the Board and/or the MRFA regarding interpretation of the Collective Agreement.
- May authoritatively interpret the Collective Agreement when a question of interpretation is jointly referred to it by the President of the MRFA and the Provost and Vice-President, Academic of the University.
- Does not have the power to amend the Collective Agreement, although it may make recommendations to the parties.
- Shall not consider disputes that are the subject of appeal or grievance or that have been submitted to arbitration.
- Shall not preclude informal meetings between representatives of the University and the Association.
- Review University policies for impact on the Collective Agreement when jointly referred by the sponsors.
- May be requested jointly by the negotiating committees to address a particular project for consideration through a Collective Agreement MOU.

Membership:

- Shall consist of three appointees each from the MRFA and the Board.
- To the extent possible, the membership shall include one member from each party's last negotiating committee.

Operating Procedures:

- The Joint Committee shall be co-chaired by a member from each party.
- Quorum for meetings shall be four (4) members, provided that at least two (2) representatives of each party are present including the co-Chairs.
- Decisions by the Committee will be made by consensus.
- In a case where consensus cannot be reached, the Joint Committee shall inform the sponsors.
- The Joint Committee will meet at least once per semester and more often as necessary. Either co-Chair may call a meeting on seven (7) working days written notice to the other members of the Committee. Written agendas and minutes will be circulated to all members of the Committee.

Expected Activities:

Provide an annual report to the President of the MRFA and the Provost and Vice-President, Academic regarding the scope of activities, recommendations and evaluation of the Committee's function. The report shall be tabled by May 1 each year.

Resources:

Administrative support will be provided by the Office of the Provost and Vice-President, Academic.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding a Professional Practitioner Appointments Pilot Project

Faculty in the midwifery and nurse practitioner disciplines in the Faculty of Health and Community Studies must maintain currency in professional practice in order to successfully fulfill their instructional responsibilities.

With a view to better meeting this need, both parties agree to extend the pilot project as set forth in this Memorandum of Understanding.

Tenable and Limited-term Appointments

Tenable and limited-term professional practitioner appointments may be made to candidates registered as midwives or nurse practitioners. A professional practitioner appointment shall be to either a 75% Teaching-Professional-Service (75% TPS) work pattern or a 75% Teaching-Professional-Scholarship-Service (75% TPSS) work pattern, as defined below.

1. Workload

- a. The instructional load provisions of Articles 14.4, 14.5 and 14.6 establish a departmental instructional load average, set the TS or TSS departmental average as the target for an individual faculty member, and specify TS and TSS ranges within which an individual faculty member's instructional load must fall, unless a lower instructional load has been approved by the Dean. The target instructional load for faculty in a 75% TPS or a 75% TPSS work pattern shall be 75% of the TS or TSS target, respectively, averaged over two-year periods as follows:
 - i. The instructional load of full-time and limited-term faculty members who are in the 75% TPS work pattern shall normally be 288 scheduled instructional course hours annually, averaged over two-year periods. The annual instructional load shall be no fewer than 240 scheduled instructional course hours or more than 336 scheduled instructional course hours, subject to the exception approval mechanisms outlined in Articles 14.4.1.1 and 14.4.1.2. All faculty members 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.
 - ii. The instructional load of full-time and limited term faculty members who are in the 75% TPSS work pattern shall normally be 216 scheduled instructional course hours annually, averaged over two-year periods. The annual instructional load shall be no fewer than 176 scheduled instructional course hours or more than 256 scheduled instructional course hours, subject to the exception approval mechanisms outlined in Articles 14.5.1.1 and 14.5.1.2. All faculty members under this work pattern shall normally teach a minimum of 108 scheduled instructional course hours annually. Any reduction below this shall require the prior approval of the Dean.
- b. A faculty member in a 75% TPS or a 75% TPSS work pattern shall maintain a professional practice equivalent to not less than 25% of the instructional load in the TSS work pattern plus 25% of the intersessional period, and sufficient to maintain professional license or registration.
- c. A faculty member in a 75% TPS or a 75% TPSS work pattern shall engage in service, as outlined in Article 14.7, and, where applicable, in scholarship, as outlined in Article 14.5,3, to the same extent as full-time faculty.
- d. The intersessional period of developmental responsibility stipulated in Article 14.2 shall be modified for a faculty

member in a 75% TPS or a 75% TPSS work pattern to be one and one-half months of intersessional period of developmental responsibility and one-half month of professional practice.

- e. A faculty member in a 75% TPS or a 75% TPSS work pattern shall be entitled to two (2) consecutive months of vacation. The normal timing of the vacation period may be altered by mutual consent between the faculty member and the Chair, subject to approval of the Dean, as specified in Article 15.1.

2. Salary

- a. All provisions of Article 13.2 shall apply to a faculty member in a 75% TPS or a 75% TPSS work pattern. Such members shall be considered full-time employees for the purposes of annual increments and long service recognition.
- b. Salary shall be paid at 75% of the full-time annual salary, prorated over twelve (12) months and paid in accordance with Article 13.4.2.

3. Benefits and Insurance

- a. A faculty member in a 75% TPS or a 75% TPSS work pattern shall be eligible for all benefits in accordance with Article 16.1 through 16.7 inclusive.

4. Other terms and conditions of employment

- a. Prior to a tenurable or a limited-term professional practitioner position being posted, the University and the Association will collaboratively develop a detailed plan for the position and submit it for approval to the Provost and Vice-President, Academic. This plan shall be appended to the letter of appointment.
- b. Failure to maintain professional license or registration or remain in good standing with the regulating agency may be grounds for dismissal for just cause pursuant to Article 4.15. Any such condition shall be included in the letter of appointment.
- c. A faculty member appointed to a 75% TPS or a 75% TPSS work pattern shall normally remain in that work pattern for the duration of the probationary period. However, there may be circumstances in which conversion to a TS or TSS work pattern during the probationary period would be permitted. Whether or not conversion is permitted shall be clearly stated in the letter of appointment. If permitted, a faculty member wishing to convert to a TS or TSS work pattern shall provide written notice to the Chair and the Dean no later than the eighth (8th) week of the Fall semester of the year before the anticipated conversion. The Dean's approval shall not normally be withheld.
- d. A tenurable employee in a 75% TPS or a 75% TPSS work pattern shall normally be a candidate for tenure in the fifth probationary year. The probationary period may be extended for up to two (2) years by any combination of the employee extending the probationary period for one year as outlined in Article 10.6.4, with the exception of Articles 10.6.4.1 and 10.6.4.2 and with Article 10.6.4.5 modified appropriately, or by the employee being granted an additional probationary year under Article 10.8.2.3.
- e. Upon the granting of tenure, the employee may elect to convert the 75% TPS or 75% TPSS work pattern to a TS or TSS work pattern. An employee wishing to convert to a TS or TSS work pattern shall provide written notice to the Chair and the Dean no later than the eighth (8th) week of the Fall semester of the year before the anticipated conversion. The Dean's approval shall not normally be withheld.
- f. All other provisions of this Collective Agreement for full-time employees, with the exception of those noted above, shall apply.
- g. Should this pilot project not be continued in or incorporated into the next Collective Agreement, the appointment of faculty members appointed under this pilot project shall be converted to a tenurable appointment.

Tenured Appointments

- 1. Tenured faculty members registered as midwives or nurse practitioners may apply to the Dean to enter a 75% TPS

or 75% TPSS work pattern or a 50% TPS or 50% TPSS work pattern for up to a three-year period.

2. The 75% TPS and 75% TPSS work patterns are as outlined above for tenurable and limited-term faculty members. The 50% TPS and 50% TPSS work patterns would follow a similar model, but be based on 50% professional practice, instead of 25%.
3. Prior to such an appointment being approved under this pilot project, a detailed plan for the appointment shall be developed by the Chair and the Dean and approved by the Provost and Vice-President, Academic.

Report

So that the effectiveness of the pilot project can be assessed, the Dean of the Faculty of Health and Community Studies will provide a report that addresses at least the following points:

- the benefit of the 75% professional practitioner appointments to midwifery and/or nurse practitioner faculty in maintaining currency in their professional practice;
- recommendations regarding averaging instructional load over two-year periods;
- any issues in the tenure process that might be anticipated as a consequence of these appointments;
- whether these appointments might be extended to other disciplines;
- any other matters deemed pertinent.

This report is to be submitted to both negotiating committees no later than March 15th of the year in which this Collective Agreement expires.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
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 Anomalies related to the Transfer of Faculty From The Grid in effect on July 1, 2010 to the Grid Effective January 1, 2011

As agreed to in the Memorandum of Understanding Regarding Implementation and Transition Issues 2010-2012, both parties have reviewed the anomalies related to the transfer of faculty from the existing grid to the new grid, effective January 1, 2011. Both parties have agreed to the following:

1. No full-time or limited term faculty member employed as of August 15, 2010 shall receive less on the new grid effective January 1, 2011, than they would have received under the existing grid. This provision is applicable until November 30, 2016.
2. The data from the MRU Comparison Increment Progression dated July 2010 is accurate and shall be used to determine the number of anomalous transfers for each step and category for the period August 15, 2010 to July 1, 2017.
3. The Schedule of Payments for each affected step and category is appended to this Memorandum of Understanding.
4. All affected faculty were identified prior to September 24, 2010.
5. During the above noted period, a faculty member shall receive on November 30 of each year a lump sum payment for the difference between the new grid and the existing grid (as per the attached schedule of payments) provided the individual has not:
 - a. Acquired a new credential (e.g. become a doctoral candidate (ABD), acquired a Ph.D.)
 - b. Been promoted from Associate Professor to Professor.
 - c. Left the employment of the University
6. By October 1, 2010 all identified and affected faculty shall receive a letter from Human Resources detailing the nature of the anomaly related to the grid transfer and their respective payment schedule for the period 2010 to 2017.
7. This Memorandum of Understanding and the Schedule of Payments shall be reviewed during collective bargaining and updated.
8. Faculty who during the academic year 1-July-2010 to 30-June-2011 are at the following grid steps will be paid a lump sum payment on 30-November of each year as per the following schedule:

Payment Schedule						
Grid Step	30-Nov-2011	30-Nov-2012	30-Nov-2013	30-Nov-2014	30-Nov-2015	30-Nov-2016
A10			\$1,156	\$1,360	\$1,148	
C3			\$122	\$174	\$144	\$27
C4		\$122	\$174	\$144	\$27	
C5	\$122	\$174	\$144	\$27		
C10		\$434	\$2,459	\$2,732	\$2,526	
C11	\$434	\$2,459	\$2,732	\$2,526		
D7						\$1,306
D8					\$1,306	\$1,545
D9				\$1,306	\$1,545	\$1,293
D10			\$1,306	\$1,545	\$1,293	
D11		\$1,306	\$1,545	\$1,293		
D12	\$1,306	\$1,545	\$1,293			
E9			\$17	\$1,988	\$2,256	\$2,016
E10		\$17	\$1,988	\$2,256	\$2,016	
E11	\$17	\$1,988	\$2,256	\$2,016		

9. Upon the expiration of this Memorandum of Understanding, the transfer to the new grid and schedule of annual anomaly payments shall be considered closed and final.
10. Faculty who were identified prior to September 24, 2010 as specified in #4 above and who were on Grid Steps D1, D2, E1 and E2 of the Grid in effect on July 1, 2010, shall be placed one additional step higher on the appropriate grid, effective July 1, 2012. These categories (E1, E2, D1, D2) shall be removed from the Payment Schedule.
11. Effective July 1, 2012, there shall be no further adjustments made with respect to anomalies that may be identified in the future regarding the transfer from the Grid in effect on July 1, 2010 to the Grid in effect on January 1, 2011.

 Brian Fleming
 Board of Governor's
 Negotiating Committee

 Karen Manarin
 Mount Royal Faculty Association's
 Negotiating Committee

 Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Initial Placement of Existing Full-time and Limited-term Faculty on the Salary Grids effective July 1, 2010 – December 31, 2010 in the Collective Agreement dated July 1, 2010 – June 30, 2012

When transferring employees from the Salary Schedule effective July 1, 2010 – December 31, 2010 to the Salary Schedules effective January 1, 2011 in the Collective Agreement dated July 1, 2010 – June 30, 2012:

- a) Employees at the rank of Assistant Professor whose placement annual salary was greater than their maximum attainable on the Assistant Professor grid were placed on the Associate Professor grid and shall be awarded annual increments until the nearest step on the salary grid effective January 1, 2011 with salary greater than or equal to the Step 15 salary in the employee's category on the salary grid which was effective July 1, 2010 – December 31, 2010 (Article 13.1.2 in the Collective Agreement dated July 1, 2010 – June 30, 2012) is reached.

These employees received a letter from Human Resources detailing what their annual salary would be for all years until their expected date of being granted tenure and promotion to the rank of Associate Professor.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Application of the Collective Agreement to Employees working in the Academic Development Centre

Employees in the Academic Development Centre do not have a Chair and many of the Chair's administrative duties are performed by the Director of the Academic Development Centre. The Chair's responsibilities for workload assignment are reallocated to the Director in Article 14.10 – Workload of Counsellors, Educational Developers and Librarians.

Both parties agree that all other references to Chair in this Agreement shall be replaced by the Director of the Academic Development Centre for employees in the Academic Development Centre, with the exception of those listed below. The Faculty Team Coordinator is a tenured employee working in the Academic Development Centre who shares responsibility with the Director in procedures requiring the participation of a member of the Association.

Both parties further agree that the allocation of duties in this Agreement shall be interpreted as detailed in the document Reallocation of Chair Duties in ADC. This document shall be available from Human Resources to the following:

- Employees of the Academic Development Centre
- Director of the Academic Development Centre
- Dean of the Faculty of Teaching and Learning
- Provost and Vice-President, Academic
- President of the MRFA

Editorial changes to the document Reallocation of Chair Duties in ADC are to be made by Human Resources.

Article 4.3 – Full-time Appointment Procedures

The composition of the selection committee specified in Article 4.3.4 shall be modified for a full-time appointment in the Academic Development Centre as follows:

4.3.4.1 and 4.3.4.3 the Director, who shall chair the committee;

4.3.4.2 there shall be three employees, at least two of whom shall be tenured, normally including the Faculty Team Coordinator.

Article 4.12 – Termination of Tenurable and Conditional Tenurable Employees

In Article 4.12.2, The Dean shall consult with the Director and an employee named by the employees in the Academic Development Centre, normally the Faculty Team Coordinator, in place of the Chair.

Article 9.1 – Academic Unit Tenure Committee

The Faculty Team Coordinator shall replace the Chair on the Tenure and Promotion Committee.

Article 10 - Tenure

The Director of the Academic Development Centre shall make a written submission, hereafter referred to as the Director's report, as part of the following processes:

- the annual tenure evaluation (Article 10.4.4);
- the mid-term tenure evaluation (Article 10.5.4); and

- the final tenure review and recommendation (Article 10.7.3).

The Director's report shall be included in the tenure dossier and shall be considered by the TC along with the other evidence in the dossier.

Where remedial measures are recommended as a result of the annual tenure evaluation (Articles 10.4.12.3 and 10.4.12.4) or the midterm tenure evaluation (Article 10.5.10.2), the Dean shall develop such measures in consultation with the Director and an employee named by the employees in the Academic Development Centre, normally the Faculty Team Coordinator.

The chair of the Tenure Committee shall act in place of the academic unit Chair in submitting the names of employees who are candidates for tenure (Article 10.6.2) and in assisting a candidate with submitting the tenure dossier (Article 10.6.3).

Both the chair of the Tenure Committee and the Director of the Academic Development Centre shall receive notification that an employee is electing to extend the probationary period for one year (Article 10.3.9.4). Both the chair of the Tenure and Promotion Committee and the Director of the Academic Development Centre shall receive a copy of the Dean's final tenure review and recommendation (Article 10.7.11).

Article 12 – Performance Review

- 1) Should the Dean deem the performance of an employee working full-time in the Academic Development Centre to be not satisfactory, the Director and an employee named by the employees in the Academic Development Centre, normally the Faculty Team Coordinator, shall attend all meetings in place of the Chair, beginning with the initial meeting requested in Article 12.4.2.
- 2) The performance of a full-time employee working part-time in the Academic Development Centre (for example, as a Faculty Development Associate) shall be reviewed by the Dean of the employee's home Faculty.

Article 20 – Grievance Procedure

Where a grievance involves an alleged contravention of the Agreement in the Academic Development Centre, the Director and an employee named by the employees in the Academic Development Centre, normally the Faculty Team Coordinator, shall attend the Step 1 meeting in place of the Chair.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Application of the Collective Agreement to Employees Working in Student Counselling

Employees in Student Counselling do not have a Dean. The Dean's responsibilities for workload assignment are reallocated to the Director, Wellness Services in Article 14.10 – Workload of Counsellors, Educational Developers and Librarians. The Director, Wellness Services reports to the Vice-President, Student Affairs and Campus Life, who is responsible for decisions related to full-time counsellor positions. The counsellors are members of the Arts Faculty Council and the detailed tenure and promotion criteria documents of the Faculty of Arts are used in their tenure recommendations and decisions, making the Dean of Arts responsible for matters of this nature.

- a) Both parties agree that the duties of the Dean in this Agreement shall be reallocated for employees in Student Counselling according to the following principles:
1. the authority level for decisions related to full-time positions, such as termination and approving a cross-appointment, shall be the Vice-President, Student Affairs and Campus Life;
 2. the Director, Wellness Services shall be responsible for tasks associated with assigning counselling workload, including all categories of part-time appointments, evaluating counselling work, and evaluating service related to counselling work;
 3. the Dean of Arts shall be responsible for evaluating scholarship, any teaching, and those parts of service described in the detailed tenure and promotion criteria of the Faculty of Arts, with the exception of service to the broader community in a faculty member- or discipline-related capacity;
 4. the Dean of Arts shall be responsible for decisions of an academic nature and shall be the route to the Provost and Vice-President, Academic for tenure and promotion matters;
 5. the Dean of Arts is responsible for tenure and promotion recommendations, but relies upon recommendations from the Director, Wellness Services regarding the evaluation of counselling work and the evaluation of service related to counselling work, in addition to the recommendations of the Counselling Tenure and Promotion Committee;
 6. the joint process for cross-appointments in Article 5.9.4 shall be used for performance review of tenured counselors. Should a Faculty Review Committee be required, it shall include an additional tenured employee from Counselling elected by the tenured employees in Counselling.
- b) Both parties agree that the allocation of duties in this agreement shall be interpreted as detailed in the document *Reallocation of Dean and Provost Duties in Student Counselling*. This document shall be available from Human Resources to the following:
- Employees of Student Counselling (including the Chair)
 - Director of Wellness Services
 - Dean of the Faculty of Arts
 - Associate Dean of the Faculty of Arts
 - Vice-President, Student Affairs and Campus Life
 - Provost and Vice-President, Academic
 - President of the MRFA

Editorial changes to the document *Reallocation of Dean and Provost Duties in Student Counselling* are to be made by Human Resources.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Chairs, Assistant Deans, and Research Institute Directors who are Faculty Members

1. Both parties agree the Collective Agreement does not contain specific descriptions of the duties, appointment processes, and evaluation of Chairs, Assistant Deans and Research Institute Directors who are faculty members. Further, it does not contain guidelines for the stipends provided to Assistant Deans and Research Institute Directors who are faculty members.
2. Both parties agree to establish a joint committee to investigate issues related to the workload, appointment, evaluation and remuneration of these employee groups.
 - a. The composition of the joint committee shall be:
 - Two Deans appointed by the Provost and Vice-President, Academic
 - Two Chairs elected by Chair's Assembly
 - One MRFA representative serving on the current negotiating team
 - One Board representative serving on the current negotiating team.
 - b. Areas of investigation shall include duties, appointment and reappointment processes, evaluation, and compensation for these categories of employees. The committee shall consult with relevant stakeholders.
 - c. The committee shall commence deliberations no later than September 30, 2014 and shall submit a report with recommendations and draft language to the MRFA and Board Negotiating Committees by January 31, 2015.
 - d. Upon agreement of the language by the Association and the Board negotiating committees, the two Parties shall hold ratification votes on the new language by May 1, 2015.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Joint Committee for the Revision of the Faculty Annual Reports

1. The parties agree that the composition of the Faculty Annual Report is cumbersome and ineffective for the reviewer and overly arduous to prepare for the faculty member. As such, the parties recommend reassessment of the Faculty Annual Report with respect to its effectiveness as a measure for annual performance, and, in this spirit, to what extent it should be a summative or formative document.
2. Pursuant to Article 12.1.2, the parties agree to form a Joint Committee to review and recommend revisions to the Faculty Annual Report.
3. It is recommended that the Joint Committee consider the following areas:
 - Profile Statement
 - Pedagogic Approaches / Teaching Philosophy
 - Previous and future goals
 - The need for clearer instructions regarding the temporal span of the annual report
 - Reporting of accepted, in press and published articles
 - Duplication of information
 - Appropriateness of the report for Lab Instructors, Counsellors and Librarians
4. The composition of the Joint Committee will be:
 - One Board members serving on the current negotiating team
 - One MRFA representative serving on the current negotiating team
 - One additional Board representative
 - One additional MRFA representative
5. The Joint Committee shall commence deliberations no later than September 15, 2014 and submit its final report to the Provost and Vice President, Academic and the President of the Mount Royal Faculty Association by December 15, 2015.
6. The two Parties shall hold ratification votes on the new or revised Faculty Annual Reports by Feb 1, 2015 so that it can be implemented for performance review of the 2014-15 academic year.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

**Regarding Joint Committee to Recommend Revisions to the Collective Agreement
Related to the Change of the Academic Year**

1. In light of the proposed change of the academic year timeframe from 15 August through 14 August to 1 July through 30 June, there is need to determine what further revisions to language in the Collective Agreement are required, if any.
2. The parties agree to form a Joint Committee to review all language in the Agreement relevant to the academic year change and to recommend any required revisions to the Agreement.
3. The composition of the Joint Committee shall be:
 - Two Board representatives serving on the current negotiating team, including one Dean
 - Two MRFA representatives serving on the current negotiating team
4. The Joint Committee shall commence deliberations no later than 15 September, 2014 and submit its final report to the Provost and Vice President, Academic and the President of the Mount Royal Faculty Association by 1 November, 2014.
5. If any revisions are recommended, the two Parties shall hold ratification votes on the revisions by 15 December, 2014.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

**Regarding Joint Committee to Recommend a Promotion Review Committee Structure
for the Library**

1. In light of the pending general change from academic unit to faculty level committees for reviewing promotion applications, there is need to further discuss how this may apply to the Library, which consists of a single academic unit.
2. The parties agree to form a Joint Committee to review and recommend an appropriate promotion review committee structure for the Library.
3. The composition of the Joint Committee shall be:
 - One Board member serving on the current negotiating team
 - One MRFA representative serving on the current negotiating team
 - The University Librarian
 - One tenured employee from the Library
4. The Joint Committee shall commence deliberations no later than 15 September, 2014 and submit its final report to the Provost and Vice President, Academic and the President of the Mount Royal Faculty Association by 1 November, 2014.
5. The two Parties shall hold ratification votes on the recommended promotion review committee structure by 15 December, 2014.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association's
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding the Review of Articles 13.3.4 – Contract Appointments and 14.14 (previously 14.15) – Instructional Load for Contract Employees

Both parties agree to establish a joint committee to recommend revisions to Articles 13.3.4 and 14.14 (previously 14.15) according to the following process:

1. The joint committee shall be appointed no later than October 1, 2014.
2. The joint committee shall be comprised of three (3) individuals as follows:
 - The MRFA Contract Faculty Representative from the MRFA negotiations team
 - One representative from Human Resources
 - One representative from the Academic Affairs office
3. The joint committee shall examine and make recommendations regarding the following:
 - service increments for all contract employees and progression up the contract grid; and
 - the maximum instructional load for contract clinical instructors.

The committee shall examine the possibility of adding one step to the contract grid without changing the top or bottom of the grid.

4. The committee may consult with other parties as deemed necessary during the process.
5. By March 1st of the year in which negotiations between the MRFA and the Board of Governors commences, the joint committee shall make recommendations to the two negotiating teams for changes to the Collective Agreement regarding the above noted articles.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding the Review of Article 14.9 — Activities Eligible for Reassigned Time for Employees

Both parties agree to establish a joint committee to examine how reassigned time as described in Article 14.9 is distributed across faculties and allocated within faculties according to the following process:

- 1) The joint committee shall be appointed no later than November 1, 2014.
- 2) The joint committee shall be comprised of four (4) individuals as follows:
 - One representative from the MRFA negotiations team
 - One representative appointed by the MRFA
 - One representative from the Board of Governors' negotiations team
 - One representative appointed by the Provost and Vice President, Academic.
- 3) The joint committee shall gather data about how reassigned time is distributed across faculties; suggest more transparent processes for distribution across faculties; examine general criteria for distribution within faculties; and examine decision-making processes for allocation of reassigned time within faculties.
- 4) The committee may consult with other parties as deemed necessary during the process.
- 5) By January 31, 2015, the joint committee shall make recommendations to Provost and Vice-President, Academic. A copy of the recommendations shall be provided to the MRFA.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association
Negotiating Committee

Date

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Sabbatical Leaves

The parties agree to the following:

1. The minimum number of available Sabbatical leaves shall increase according to the following table as the Four-for-Five leaves and Professional leaves are converted.

Full year leaves based on application date:

2014: 22 sabbaticals + 1 prof. leave
2015: 23 sabbaticals + 1 prof. leave
2016: 24 sabbaticals + 1 prof. leave
2017: 25 sabbaticals + 1 prof. leave
2018: 26 sabbaticals + 1 prof. leave
2019: 27 sabbaticals + 0 prof. leave

Half year leaves based on application date:

2014: 9 sabbaticals + 2 prof. leave
2015: 9 sabbaticals + 2 prof. leave
2016: 9 sabbaticals + 2 prof. leave
2017: 9 sabbaticals + 2 prof. leave
2018: 9 sabbaticals + 2 prof. leave
2019: 11 sabbaticals + 0 prof. leave

2. Given the need for the Sabbatical Leave committee to be established, to develop and disseminate detailed criteria and to establish a minimum threshold of standards to determine whether an application is acceptable, the deadlines for applications for Sabbatical Leaves in 2014 shall be as follows:
 - An employee shall apply to the Chair for a sabbatical by the last Friday in November.
 - The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in January.
 - The Sabbatical Leave Committee shall make its decision by January 31, 2015.

Brian Fleming
Board of Governor's
Negotiating Committee

Karen Manarin
Mount Royal Faculty Association
Negotiating Committee

Date