

MRFA Policies and Procedures Manual

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1 Contents

MRFA Member Benefits.....	3
1. Grants	3
2. Compassionate Fund	4
3. Dependent Care Assistance Funds	5
4. Funding Appeals.....	5
5. MRFA Distinguished Service Award.....	6
6. Gift Policy	6
7. Bereavement Policy	7
Representation by the MRFA Executive Board.....	7
8. Executive Board Responsibilities	7
9. Confidentiality	8
10. Grievance Process.....	8
MRFA Operational Policies	16
11 Political and Advocacy Activity by the MRFA.....	16
12 Charitable Activity by the MRFA.....	17
13 Communications Policy.....	17
14 Appointments Policy	22
15 Voting Policy	32
16 Ratification of Agreements.....	35
17 Policy Development Process	36
18 MRFA Strike Pay Policy	36
18 Payments Policy	39
19 Ethical Purchasing Policy.....	40
20 Travel, Conference and Professional Development Expense Policy.....	41
21 Document Management Policy	43
22 Disposal of Goods	44
Faculty Centre Policies.....	48
23 Guest Access to the Faculty Centre	48
24 Faculty Centre Rentals and Catering.....	48
25 Television Policy.....	51
26 Policy Against Abusive Conduct	52
Appendix I: Confidentiality Statement	55
Appendix II: MRFA Reimbursement Form.....	57
Appendix IV: Waiver of Association Representation	58
Waiver of Association Representation.....	58

MRFA Member Benefits

1. Grants

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

1.1 Tuition Refunds

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

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

1.2 Scholarships for Dependents

In accordance with article 16.7 of the Collective Agreement, the MRFA shall annually allocate \$60,000 in scholarships to dependents of tenured, tenurable, continuing, and fixed-term faculty members, and to permanent laboratory instructors. All eligible applicants who meet the scholarship criteria shall receive funding proportionate to the amount available and the amount of funding requested by all applicants. Full time status, for the purposes of this fund, is to be deemed a minimum of 9 successfully completed credits in the fall or winter semesters, and a minimum of 3 successfully completed credits in the spring or summer semesters dependent on full time status in the prior two semesters.

Applications shall be submitted to the Senior Administrative and Faculty Relations Officer by the deadline specified on the application form (mrfa.net/forms). The Senior Administrative and Faculty Relations Officer shall ensure completeness and accuracy of all applications, obtain final grades from the Registrar's office, submit a draft allocation chart to the Grants Committee, and facilitate the work of the Committee in reviewing and approving the allocations. If final grades are not available to sufficiently determine scholarship eligibility, within 10 weeks after the completion of an academic term, the application will be brought forward to the next funding period. Applications will normally only be brought forward for one funding period.

1.3 Student Scholarships

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

1.4 Contract Service Honorarium

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

Due to the variety of time commitments and formats of eligible service activities, all activities shall be considered in three hour increments, where applicable.

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

2. Compassionate Fund

In 2005 by resolution of the membership, the MRFA created an emergency support fund to support members facing an extraordinary financial crisis. This policy formalizes the operation of the fund. For the purposes of this fund, an individual eligible to receive funds, hereafter referred to as "member", shall include any current member, any contract member who has had a contract in the past 12 months, normally any member on leave (other than absence without pay) except in extenuating circumstances, and any member currently receiving representational services from the MRFA.

- 2.1 The fund shall not normally apply to cases where the regular remuneration or benefits are adequate for a member's emergency expenses. Rather, the fund is to be used when there is an unexpected change in remuneration or when an extraordinary financial crisis arises. Without limiting the discretion to determine individual cases, applications to the fund may be based on bereavement; sudden or serious injury or illness of a member or immediate family member leading to extraordinary costs or a disruption in income; a sudden or unanticipated change of residence; sudden or unanticipated change in employment status. A member is to submit a written request to the President outlining the reason for the request and providing evidence, as appropriate, to support the request.
- 2.2 Normally, the total maximum expenditure from the fund shall be \$10,000 per year. Expenditures from the fund beyond the \$10,000 maximum in a given year must be approved by the MRFA Executive Board.
- 2.3 Normally, expenditures shall be restricted to individual allotments of \$500, and members shall be eligible to receive up to a maximum of \$2,000.00 per fiscal year. Members requesting funds beyond the initial allotment may be required to provide evidence of sustained and extraordinary unexpected change in remuneration or financial crisis and may be approved as per the process noted in Article 2.4.
- 2.4 Allocations from the fund shall be made, subject to the limits and conditions above, by collective decision of the President and any two Signing Officers of the Association.
 - 2.4.1 Funding requests shall be submitted in, in writing, to the Senior Administrative and Faculty Relations Officer.
 - 2.4.2 Requests shall be redacted prior to distribution to the participants in the decision: all efforts will be made to maintain the anonymity of the individual submitting the request. Where anonymity is not possible due to knowledge of member circumstances, participants in the decision shall maintain the confidentiality of the member requesting support.

- 2.4.3 All efforts will be made to ensure a timely response to requests. A decision shall be made and communicated to the member within five business days of receipt of a funding request.
- 2.5 MRFA Regular Members and those former members on whose behalf the Executive Board elects to continue to act will be eligible for consideration for this fund. A Regular Member on leave without pay would be eligible for consideration.
- 2.6 This fund is not a replacement for the normal assistance provided from government or other agencies. The Association may refer individuals to the appropriate agencies for assistance.
- 2.7 Expenditures from this fund are not considered loans. However, should a recipient wish to make a future donation to this fund, this will be accepted.
- 2.8 The President shall make an annual report to the Executive Board each May on expenditures made from this fund. The report shall maintain members' anonymity and confidentiality.

3. Dependent Care Assistance Funds

In 2014 by resolution of the membership, the Compassionate Fund was extended to provide 60-day interest free loans to members to allow them to accept a spot in a Care Centre. Dependents shall normally be immediate family members as defined in the Collective Agreement.

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

4. Funding Appeals

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

5. MRFA Distinguished Service Award

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

- 5.1 Nominations for the DSA shall be reviewed by the MRFA Executive Board in the Spring of each academic year. The nomination must clearly and explicitly state how the nominee meets the award criteria.
- 5.2 The DSA shall be awarded at the direction of the MRFA Executive Board in the Spring of each academic year. More than one award may be given each academic year, or no award may be given, as per the decision of the MRFA Executive Board..
- 5.3 In considering potential recipients, the Executive Board shall consider members' long term, exemplary and diverse contributions to the MRFA. Award recipients' efforts shall have significantly advanced the pursuit of the Associations objectives or enhanced its governance or operations. A member may not be given a DSA award more than once.
- 5.4 The award(s) shall be presented at the MRFA AGM (or at any other event deemed appropriate by the Executive Board). It shall consist of a framed certificate, a plaque in the Faculty Centre, and a monetary award of \$1,000.
- 5.5 While not limiting the Executive Board's discretion to nominate other members for the CAUT Distinguished Service Award, Members who receive the MRFA DSA shall automatically be nominated for the CAUT Award.

6. Gift Policy

- 6.1 In the event the Association becomes aware of a member experiencing severe illness or injury, or upon celebrating birth or adoption of a child, at the discretion of the President, an appropriate action may be undertaken. This will normally be in the form of a floral gift valued at no more than \$75.00
- 6.2 As a token of the MRFA's recognition of valued service, on the retirement of a Regular Member the Association shall provide a gift to the member. The value of such gifts shall not exceed \$100.00 and shall normally be in the form of a gift card, from a selection of five (5) choices. Choices/selection of options presented to the member shall be determined by the President and the Treasurer. In lieu of a gift card, the member may choose to have the value of the gift donated to a registered charity or scholarship fund. The Executive Board is authorized, at its discretion, to award the retirement gift to a member declared redundant.
- 6.3 As a token of the MRFA's recognition of valued services, assistance and cooperation, every December the Association will purchase gifts for various departments and staff members as deemed appropriate by the Faculty Centre Coordinator. The value of such gifts shall normally be less than \$50.00 and shall not exceed \$100.00.
- 6.4 As a token of the MRFA's recognition of valued services, the Association shall provide a retirement gift to its staff in the amount of \$125.00 per five-year period of service up to a maximum gift of \$500.00.
- 6.5 Staff and members of the Executive Board shall normally only accept gifts valued at \$100 or less. Staff and members of the Executive Board shall disclose receipt of gifts to the President, and the President shall disclose receipt of gifts to the Treasurer.

7. Bereavement Policy

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

Representation by the MRFA Executive Board

8. Executive Board Responsibilities

- 8.1 The Executive Board is bound by a duty of fair representation to all members.
- 8.2 In circumstances where more than one member or group is party to a matter requiring representation, the Executive Board shall make all reasonable efforts to represent each individual or group effectively and in confidence.
- 8.3 Any Regular Member of the Association has the right to meet with an officer of the Association or to attend a meeting of the Executive Board and bring forward an item for discussion or requested action. Both the attending member and the Executive Board remain bound by confidentiality requirements as defined in the Committee Accountability and the Ethics bylaws of the MRFA, and in the MRFA Confidentiality policy. In particular:
- 8.4 The Executive Board may not itself communicate information about confidential member or personnel issues to a member attending;
- 8.5 Members are prohibited under the Ethics bylaws from disclosing confidences except as required by law or by the consent of the Association. An officer of the Association may give such consent as required to exercise the duty of representation and advise members on their rights, responsibilities and appropriate courses of action;
- 8.6 An officer or the Executive Board may elect not to hear a confidence and instead refer the matter to another individual or body properly constituted to deal with the substance of the issue;
- 8.7 Officers receiving such confidences whether from a member or through the Executive Board are bound by absolute confidentiality, except that information may be disclosed to the Executive Board or its members if appropriate or necessary in its collective capacity to represent the membership effectively;

- 8.8 Policy and process questions which do not directly breach personal confidences may be considered by the Executive Board in an advisory capacity, or may be referred to other appropriate committees or officers of the Association or the University.
- 8.9 Based on legal advice, the capacity of the Executive Board to decide an issue with fairness and under due process is not compromised by its having heard confidential details previously, and it is up to individual members of the Executive Board to determine whether they can make an objective decision in the circumstances.
- 8.10 Incoming members of the Executive Board, upon election at the Annual General Meeting, will be invited to attend MRFA Executive Board meetings for the remainder of the academic year. Meeting attendance is voluntary and confidentiality forms must be fully executed in advance.
- 8.11 Incoming members of the Executive Board, upon election at the Annual General Meeting, will be invited to attend MRFA Committee meetings at the discretion of the Chair of each committee. Meeting attendance is voluntary and confidentiality forms must be fully executed in advance.

9. Confidentiality

- 9.1 In the regular discharge of responsibilities, Officers, Committee Members and Staff of the Association will have access to information that is confidential and/or proprietary. As such, and in accordance with requirements outlined in the Personal Information Protection Act (PIPA) all Officers, Committee Members and Staff, shall at the commencement of their term of office or employment, sign an agreement included in Appendix I. Signed Confidentiality Statements shall be kept on file in accordance with the Document Management Policy.
- 9.2 Information submitted by a member to an Officer, Committee Member or Staff of the Association shall be considered to be submitted in confidence and may only be shared with another Officer, Committee Member or MRFA Staff when the information is required by the individual to represent the members' rights and/or interests with all due diligence and care.
- 9.3 Should a member communicate a threat of violence, especially where there is a clear risk to an identifiable person or group of persons of serious bodily harm or death and the danger is imminent, the Association must balance the duty of confidentiality with the importance of protecting the safety of others.

10. Grievance Process

10.1 Duty of Fair Representation

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

- a) "Unions have a large amount of discretion when they deal with grievances. For example, unions may settle or drop grievances even if the affected employee disagrees. To counterbalance this power, the *Labour Relations Code* requires unions to fairly treat all members of a bargaining unit. . . . This duty of fair representation requires unions to exercise this power in good faith. This usually means unions must carefully examine grievances. The union must also consider the significance of the case and its consequences for the union and the employee. The representation by the union must be fair, genuine and not merely apparent. The union must act with integrity and competence as well as without serious or

major negligence. The union must act without hostility towards the employee. This also means the union's decision must not be arbitrary, capricious, discriminatory or wrongful.”¹

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

- a) The Association must avoid ill will;
- b) The Association must not discriminate;
- c) The Association must not be arbitrary.

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

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

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

10.2 Confidentiality

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

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

10.2.3 Confidentiality does not preclude the sharing of relevant information, as needed, within the Association by those with grievance-handling authority.

¹ Alberta Labour Relations Board. “Information Bulletin #18. The Duty of Fair Representation.” Rev. January 15, 2015. www.alrb.gov.ab.ca/bulletins/18bulletin.html.

This is inclusive of the Executive Board, the Grievance Committee, members of the Association's professional staff and legal counsel.

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

10.2.5 Should a member communicate a threat of violence, especially where there is a clear risk to an identifiable person or group of persons of serious bodily harm or death and the danger is imminent, the Association must balance the duty of confidentiality with the importance of protecting the safety of others. Any such threat, and no other information gathered by the Association in the course of the assisting a member, shall be reported in accordance with the law to the proper authorities and the intended victims. If time permits, the Association's President, Senior Grievance Officer, professional staff and legal counsel shall confer on the proper course of action.

10.3 Conflict of Interest

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

10.3.2 Whenever possible, a grievance officer should not represent a grievor from their home department or a department to which they are cross-appointed.

10.3.3 Executive Board Process for actual or perceived conflict of interest or apprehension of bias:

Individual board members are responsible for consistent assessment of their own experiences and biases as they act in the role of board member. A conflict of interest arises when a person is unable to make a fair assessment, or at least an assessment that will be perceived as fair, on an issue if they stand to gain or lose personally from the decision. The concept of personal gain or loss includes the gain or loss of a spouse or other person so close to the decision maker that the decision maker indirectly benefits or loses.

Bias or the apprehension of bias concerns whether or not an individual can make a fair decision based on the facts before them or whether their decision will always be biased toward a particular result due to their relationships or their entrenchment of position on an issue related to the Collective Agreement. An Executive Board member or a staff member of the Faculty Association who will represent the member who is in jeopardy must ask themselves if they feel that they cannot act fairly and in the best interests of the Faculty Association. The best interests of the Faculty Association include providing fair representation to the member in jeopardy.

No part of the duty of fair representation requires the people acting for the Association (whether staff or Executive Board members) share the same views with the member, their position or their conduct. Specifically, holding views or conducting research in areas that diverge or conflict with the member does not necessarily mean that there is an *a priori* conflict of interest. Similarly, being a

member of a racialized or other equity seeking groups does not constitute a conflict of interest or bias.

The Association's duty to provide fair representation means that it must represent the member fairly, without bias, without discrimination, and in a manner that is not arbitrary.

To meet this obligation the Association has a duty to:

- a. Hear and document the member's concern;
- b. Conduct a fair investigation of the member's concerns to ascertain whether a violation of the Collective Agreement has occurred;
- c. Communicate clearly with the member in regard to the Association's duty of fair representation and with respect to any decision regarding the Association's decisions about the case and member representation.

In the event that the Association determines that no breach of the Collective Agreement has occurred, members must have a chance to respond to the evidence that the union is considering that does not support the member's position.

10.3.4 Executive Board members must recuse themselves from any discussion or decision on an issue in which they understand themselves to be in conflict of interest or biased.

- a. If Executive Board members are unsure whether or not they are in conflict of interest, biased or whether a reasonable apprehension of bias exists, they will disclose the grounds for their apprehension of bias to the Executive Board for its consideration.
- b. The Executive Board will make a determination based on the Board member's disclosure about whether a conflict of interest, bias or that a reasonable apprehension of bias exists and suggest the Member recuse themselves. If necessary, the Board may by resolution vote to recuse the member from discussion and decision on the issue in question.

10.3.5 Where a member alleges a conflict of interest or apprehension of bias on the part of an Executive Board member(s) exists, the member may submit that concern in advance in writing to the SAFRO and the member for consideration of the Executive Board, outlining the reasons for their concern, or at a meeting prior to considering the matter may raise a question with the Chair about a potential conflict or bias.

- a. The Board Member must consider the submission/question and make a decision as to whether or not they are in a conflict of interest, biased or that a reasonable apprehension of bias exists and recuse themselves if so.
- b. If the decision maker decides not to recuse themselves, the Board may vote to recuse them based on the substance of the allegations forwarded by the member as per 10.3.4.b.

10.4 Issues Relating to Conflicting Members' Interests

10.4.1 Where a grievance or potential grievance concerns members or groups of

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

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

10.5 Handling of Grievances

10.5.1 The grievor shall be provided updates at each step or decision point within the grievance process by the Senior Grievance Officer or designee. Updates shall include any decisions made by the Association, the reasons for the decision, and any applicable deadlines within the collective agreement. When applicable, the update shall include a copy of the Statement of Grievance. Where the grievor is the Association, updates shall be provided to the Executive Board by the Senior Grievance Officer.

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

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

10.5.4 Notwithstanding that the President is normally the initial point of contact for members regarding the Collective Agreement, concerns or complaints that may relate to potential grievances which are relayed to the Association shall be referred to the LRO, SGO or designate. The LRO, SGO or designate shall contact the potential grievor as needed.

10.5.5 At the request of the potential grievor, the LRO, SGO or designate shall meet with the potential grievor to discuss the potential grievor's concerns and to give information regarding the grievance process. This meeting may also be used to determine if the grievance process is the most appropriate way to address the member's concerns.

10.6 Step 1

10.6.1 The Association's overarching goal at Step 1 is satisfactory resolution of the grievance and the gathering of evidence.

10.6.2 It is the responsibility of the individual grievor or grievors to request a Step 1 meeting with the appropriate Dean and the President of the Association.

10.6.3 Once a Step 1 meeting is requested, the SGO or designate shall attend the Step 1 meeting to represent the interests of the Association and its members, and to participate in making reasonable attempts to resolve the grievance, in accordance with Article 20.2.1.2 of the Collective Agreement.

10.6.4 The LRO, SGO or designate may request advice from the Grievance Committee regarding how best to resolve a grievance at Step 1.

10.6.5 The role of the Labour Relations Officer (LRO),² Senior Grievance Officer (SGO) or designate at Step 1 includes providing information to grievors and potential grievors, including about their rights and responsibilities regarding the grievance process, investigating the grievance, and acting to represent the interests of the Association and its members³ at Step 1 meetings.

10.6.6 After the Step 1 meeting, the LRO, SGO or designate shall file a Step 1 report advising that the grievance has been resolved or that the grievance remains unresolved and could be advanced to Step 2.

10.7 Step 2

10.7.1 Advancing Grievances to Step 2

a) The Grievance Committee shall review the Step 1 report (10.6.6) and make a decision whether or not to advancement of a grievance to, Step 2.

i) This decision shall only be taken after a thorough investigation and consideration of the criteria listed within 10.7.4.

10.7.2 Initiation of Grievances at Step 2

a) The Grievance Committee may recommend that the Executive Board of the Association initiate a grievance at Step 2

a) This decision shall only be taken after a thorough investigation and consideration of the criteria listed within 10.7.4.

b) The authority to initiate such a grievance rests with the Executive Board of the Association

10.7.3 Criteria of a Thorough Step 2 Investigation

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

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

i. Breach of the Collective Agreement: terms (express or implied) violated with sufficient validity

a. Validity means under the language of the Agreement, and based on the available evidence of what has occurred as determined through thorough investigation by the Association

ii) Significance of breach

a. Significance to and consequences for the grievor

i. Note: the grievor does not have an absolute right to advancement (or not) but the grievor's wishes should be taken into account

b. Significance to and consequences for the Association

iii) Consideration of past practice around the advancement of similar grievances

iv) Any other interests of the Association (e.g. listed as objectives or as part of our Code of Ethics in our Bylaws), whether contrary or

² The Labour Relations officer will fulfill all responsibilities as outlined in this policy with the exception of representing members in Step 1 Meetings.

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

otherwise

10.7.4 Documentation

- a) The LRO, SGO or designate shall convey the Grievance Committee's decision, in writing, to the grievor(s), along with reasons for the decision
- b) Should the Grievance Committee decide to advance the grievance to Step 2, the LRO, SGO or designate shall follow the Step 2 procedures as outlined in the Collective Agreement article 20.2.2
- c) The President or designate shall provide a copy of the Step 2 report to the grievor, and a copy of this report shall be filed in MRFA records, normally by the LRO.
- d) Step 2 statements of grievances in writing shall follow a common format, to be maintained, reviewed and amended from time to time by the Grievance Committee.

10.7.5 After the Step 2 meeting (Article 21.2.2.4), the LRO, SGO or designate shall file a Step 2 report advising:

- a) that the grievance has been resolved (Article 20.2.2.4.1), or
- b) that the grievance has reached a partial settlement and that the grievance proceed to Step 3 (Article 20.2.2.4.2), or
- c) that the grievance remains unresolved and that the grievance proceed to Step 4 (Article 20.2.2.4.3).

10.8 Step 3

10.8.1 The Association's Responsibilities at Step 3 includes the following:

- a) The Grievance Committee shall recommend appointment of nominees to the joint committee. Appointment shall be by the Executive Board.
- b) The Grievance Committee shall advise the Association members of the committee as required
- c) The LRO, SGO or designate shall file the Step 3 report and shall provide an update to the grievor.

10.8.2 After the Step 3 meeting/process, the Association's nominees shall file a Step 3 report advising:

- a) that the grievance has been resolved (Article 20.2.3.4), or
- b) that the grievance remains unresolved and that the grievance proceed to Step 4 (Article 20.2.3.6).

10.9 Step 4

10.9.1 The Association shall, through the President, request a written legal opinion on the merit of the grievance.

10.9.2 The Grievance Committee shall formulate a recommendation on whether or not the grievance should be advanced to Step 5. This recommendation will be given to the Executive Board for Consideration. The criteria to be considered by the Grievance Committee shall include:

- a) Reports from prior steps of the grievance process.
- b) The written legal opinion on the merit of the grievance,
- c) Breach of the Collective Agreement: terms (express or implied) violated with sufficient validity
 - i. Validity means under the language of the agreement, and based on the available evidence of what has occurred as determined

- through thorough investigation by the Association
- d) Significance of breach
 - i. Significance to and consequences for the grievor
 - a) Note: the grievor does not have an absolute right to arbitration (or not) but the grievor's wishes should be taken into account
 - ii. Significance to and consequences for the Association
- e) Likelihood of success at arbitration
 - i. Including with respect to potential remedies
 - ii. Including with respect to timeliness of decision
- f) Risks from advancing to arbitration and/or from potential loss at arbitration
 - i. To the grievor
 - ii. To the Association and our members collectively, etc.
 - iii. Note: arbitral decisions are publicly-searchable documents that include the name(s) of the grievor(s), the findings and decisions of the arbitrator, establish precedent, etc.
- g) Consideration of past practice around the advancement of similar grievances
- h) Any other interests of the Association (e.g. listed as objectives or as part of our Code of Ethics in our Bylaws), whether contrary or otherwise

10.9.3 The Executive Board shall review the Grievance Committee's recommendations and make the final decision regarding if the grievance will proceed to Step 5. It shall consider criteria that include all of the above (10.9.2), as well as:

- a) Resources required, including estimated cost and Contingency Fund balance, and other consequences for the Association

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

10.10 Step 5

10.10.1 Prior to the arbitration hearing, the Association shall, through the President, request a written legal opinion. This shall include, at a minimum, a request for an opinion on:

- a) The merit of the grievance (if different from stated merit at Step 4)
- b) The likelihood of success at arbitration
- c) The risks of proceeding with arbitration
- d) Any other relevant factors from a legal perspective

10.10.2 The Executive Board shall determine whether it wishes to proceed with a one-person or three-person arbitration board, and its nominee(s).

- a) The expertise of the nominee(s) shall be considered in light of the grievance.
- b) In the case of grievances involving Academic Freedom, denial of tenure, peer evaluation and other academic matters, the Executive Board shall endeavor to identify potential nominees with experience in post-secondary education and labour relations

10.10.3 The Grievance Committee shall provide support, as required, to legal counsel to prepare for the arbitration hearing

10.11 Reporting to the Membership and to the Executive Board

- 10.11.1 The Labour Relations Officer and/or the Senior Grievance Officer shall report to the Association's Membership during the academic year:
 - a) As necessary at scheduled Regular Meetings of the Association
 - b) By providing a summary report at the Annual General Meeting of the Association
- 10.11.2 Reports to the Membership should adhere to the principles of confidentiality such that no mention is made of:
 - a) The department and the faculty from which the grievance originated
 - b) The name of the grievor(s), the Chair or the Dean
 - c) The gender of the grievor(s), the Chair or the Dean
 - d) Any other details which would identify the grievor
- 10.11.3 Reports to the Membership should, wherever possible, include:
 - a) The number of grievances brought forward and/or advanced during the period of the report
 - b) The Step for each grievance
 - c) Article(s) in the Collective Agreement referenced in the grievance
 - d) How each of the aforementioned articles were contravened (nature of the violation)
 - e) The nature of the resolution
- 10.11.4 Regular grievance reports shall also be provided by the Senior Grievance Officer to the Executive Board, as part of the in-camera portion of the Executive Board meetings.

10.12 Grievance Committee Training

The Association shall make provisions for annual training of Grievance Committee members with respect to the grievance process and equity, diversity and inclusion matters, and for other interested members of the Association as appropriate. The Association shall also endeavour to provide supplementary grievance-related training or professional development where appropriate, and the Grievance Committee shall assist in identifying potential areas of development, and potential training or professional development opportunities.

MRFA Operational Policies

11 Political and Advocacy Activity by the MRFA

- 11.1 The MRFA is a non-partisan organization. Except by resolution of the Membership, it may not endorse a particular candidate or party.
- 11.2 The right of individual members of the Association to express political views or offer endorsements is in no way restricted by the Association, and in fact the Association has a duty to defend the free speech and academic freedoms of the members.
- 11.3 The MRFA, through the President, may always express non-partisan political views on matters relating to post-secondary education, labour relations and employment standards.
- 11.4 The MRFA may also, by resolution of the Membership and through the President, express non-partisan political views on education, community development, social justice and other related issues in light of the role of education in enhancing a community of citizens and improving society as a whole.

11.5 Regarding the Development, Approval and Execution of Advocacy Initiatives:

Development, approval and execution of advocacy goals, campaigns and related initiatives shall be in accordance with the Advocacy Officer and Advocacy Committee articles of the MRFA Bylaws. Release of any external communications related to such campaigns and initiatives shall be in accordance with those Bylaws as well as with the MRFA Communications Policy.

12 Charitable Activity by the MRFA

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

13 Communications Policy

13.1 Aims

- 13.1.1 The aim of MRFA communications with members is to promote a two-way flow of communication between the Association and its members to facilitate the exchange of appropriate information related to the activities and responsibilities of the Association as outlined in the MRFA's mission and mandate. The primary communications channels are:
 - The MRFA website and other online media such as Facebook and Twitter,
 - Weekly MRFA bulletin,
 - Regular Faculty Forum,
 - Email as necessary to communicate time-sensitive or important information,
 - Posters and Flyers, and
 - MRFA Department Liaisons
- 13.1.2 The aim of MRFA communications with the administration of the University is to express and defend the views and values of the Association in a clear, firm, principled and respectful way.
- 13.1.3 The aim of MRFA communications with other Associations or professional bodies is to represent the views and values of the Association, to engage in mutual growth and education, and to ask and offer mutual support as necessary.
- 13.1.4 The aim of MRFA communications with the media, government, and other external organizations and individuals, is to express with clarity the views and values of the Association on matters which affect the interests and rights of the Association (as both a labour and professional organization of faculty), or the interests of the University and post-secondary education more broadly. To effectively accomplish this aim, the MRFA shall produce press releases as deemed necessary.

13.2 Authority

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

13.3 Email

- 13.3.1 Purpose: communicating time-sensitive or important information as determined by the President and Communications Officer of the Association.
- 13.3.2 Faculty distribution lists and contact information are gathered and prepared by the Association solely for the purpose of facilitating the Association's communication with members. As a FOIP consideration, such information must be gathered with regard to the privacy of members, and distribution lists are reserved for the exclusive use of the Association for authorized communications with members. The Association does not provide direct access to its distribution lists.
 - 13.3.2.1 Individuals with standing authorization to use the Association's distribution lists, as appropriate within the parameters of their roles, include the President, Senior Administrative and Faculty Relations Officer, Labour Relations Officer and Administrative Assistant.
 - 13.3.2.2 Members of the Executive Board may be granted temporary permissions, as needed, to use the Association's distribution lists at the discretion of the President in consultation with the Senior Administrative and Faculty Relations Officer. All such messages are to be reviewed by the President or Communications Officer prior to distribution and permissions shall be revoked immediately following distribution of the approved message.
- 13.3.3 The Association shall distribute announcements of MRFA meetings and events to the membership via email as appropriate. There shall normally be a maximum of one announcement and one reminder per meeting and event.
- 13.3.4 Members may request that particular messages be conveyed by the Association. The President and Communications Officer are empowered to determine whether such requests should be honoured, considering the relevance to the membership or the Association's activities, and which communication channel

shall be used to disseminate the information. Requests to convey members' retirement announcements have standing approval.

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

Members may voluntarily provide personal e-mail contact information to the Association and this information is to only be used for communication purposes during an MRFA sanctioned job action/strike or lockout.

13.4 Website and Other Online Media

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

Members may request that particular messages be put on the website or other online media. The President and Communications Officer are empowered to determine whether such requests should be honoured. Messages posted on any online media shall be done in support of the Association's objectives as articulated in the Bylaws and in accordance with the MRFA's Social Media Policy.

13.5 Social Media

13.5.1 In accordance with 13.2.4, the MRFA's Advocacy Officer is hereby authorized to post on behalf of the Association via approved social media platforms: Facebook and Twitter.

13.5.1.1 All posts shall be in compliance with relevant policies and bylaws and the tone shall match the Association's identity as detailed in its vision and mission statements.

13.5.1.2 Posts shall be reviewed prior to posting by one other member of the Advocacy Committee.

13.5.1.3 All posts on Twitter will be tagged with #ABpse #ABpoli and/or #FightTheCuts

13.5.2 To maintain a consistent presence on Social Media platforms, there shall be at least one post on each platform weekly.

13.5.3 Complaints received about social media posts shall be reviewed by the President and Communications Officer who shall determine if posts should be maintained, edited or removed from the respective social media platform.

13.6 Newsletters

13.6.1 Bulletins, emailed to members weekly, list upcoming events that are of general interest to Association members. These bulletins will highlight MRFA, CAUT and CAFA events/issues.

13.6.2 Faculty Forums, online publications sent to members occasionally, detail the business of the Association and provide topical information which may be of interest to Association members.

13.7 Posters and Flyers

13.7.1 Posters, event notices and flyers may be posted in the Faculty Centre subject to the following considerations:

13.7.1.1 All MRFA Committee event notices must be approved by the respective committee prior to posting,

13.7.1.2 All postings must be in line with the Aims of MRFA Communications (see article 13.1), and

13.7.1.3 All postings not originating from the MRFA must relate to the work of the MRFA, CAUT, CAFA, or other Associations with which the MRFA is affiliated or which the MRFA supports in accordance with its mission, mandate, and/or approved advocacy goals.

13.7.1.4 Subject to 13.6.1.1 – 13.6.1.2, the Communications Officer, or designate, shall approve all items prior to posting.

13.7.2 The MRFA may distribute one copy of approved MRFA event notices to each academic unit for posting at the discretion of MRU Department Assistants.

13.7.3 Flyers may be sent to all faculty members when deemed appropriate by the relevant MRFA Committee and in consultation with the Senior Administrative and Faculty Relations Officer.

13.8 MRFA Department Liaisons

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

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

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

13.9 Press Releases

- 13.9.1 Purpose: communicating time-sensitive or important information to the media and the general public regarding matters pertaining to Post-Secondary Education.
- 13.9.2 The initial draft of a press release may be developed by any MRFA Committee or the MRFA Executive Board. As the MRFA's external representative and media liaison, the MRFA President shall be involved in drafting all press releases. The President, in consultation with the Communications Officer, and with the Advocacy Officer where appropriate, is empowered to determine whether and at what time a press release will be distributed.
- 13.9.3 The MRFA shall maintain a media contact list to be used for the distribution of press releases.

13.10 Position Papers

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

13.11 Surveys

The Association shall endeavour to ensure that members have the ability to provide meaningful input to the Association at all times, and this shall include, but not be limited to, the following surveys:

13.11.1 The Annual MRFA Census

The MRFA Census shall be administered annually, no later than March 7, to all current Regular Members of the Association. The survey shall be open for three weeks with a weekly reminder sent to members who have not yet responded. Committees will be asked annually in January if they would like to have ≤3 questions included in the MRFA Census.

13.11.2 The Bargaining Survey

The MRFA Bargaining Survey shall be administered in the Fall semester immediately preceding the expiry of a Collective Agreement. The Negotiating Committee shall draft the survey in consultation with the Executive Board and the Long-Term Bargaining Goals Review Committee. The survey shall be open for three weeks with a weekly reminder sent to members who have not yet responded.

13.11.3 Other surveys when approved by the Executive Board:

The Association may determine that a survey of the membership is required at other times of the year do address important issues affecting the membership. When these additional surveys are being considered the following process shall be followed:

1. If originating from a committee, the committee shall submit a membership survey proposal to the Executive Board. This proposal shall include an overview of the intent, timing, and anticipated outcomes of the survey.
2. If the Executive Board approves the survey proposal, the committee will proceed in drafting the survey.

3. The draft survey, once approved by the committee, shall be submitted to the Executive Board for approval.
4. The final survey, as amended where appropriate by the Executive Board, shall be scheduled in coordination with other Association initiatives and communications (in accordance with article 13.2.6).

13.12 Entitlement to Communications

- 13.12.1 Social and Honorary Members who have submitted Canadian Anti-Spam Legislation Consent (CASL) forms and other appropriate individuals or associations are entitled to receive Association information related to social activities.
- 13.12.2 Regular Members, Associate Members and Members Emeriti who have submitted Canadian Anti-Spam Legislation Consent (CASL) forms are entitled to receive Association information related to social and professional development activities and services of the Association.
- 13.12.3 All Regular Members are further entitled to receive Association information related to any statutory role of the Association, including bargaining, financial statements, and other business to be considered by the Association.
- 13.12.4 Only current Regular Members of the Association shall be permitted membership in the MRFA's closed Facebook Group. Those on management assignments at any post-secondary institution will be removed from the Facebook group for the duration of the appointment and may request to be added back to the group when the appointment is concluded.
- 13.12.5 Only current Regular Members of the Association shall be provided user accounts on the MRFA website, and Members shall not share account details or member restricted web content with others.

13.13 Communications with the Association

- 13.13.1 Notwithstanding the provisions noted below, Staff and Officers of the Association shall make all reasonable efforts to respond to members promptly.
- 13.13.2 Staff and Officers of the Association can be expected to be available for contact during their regular business hours as indicated in staff contracts and/or as posted on the MRFA website where applicable. When not available for immediate consultation during these hours, they can be expected to respond within three business Days.
- 13.13.3 Due to scheduling demands, meetings with certain Officers may be made by appointment only. Members are to contact the Association's Administrative Assistant to schedule appointments. Regularly scheduled meetings with MRU Senior Administrators shall normally be attended by at least two members of the MRFA Executive Board and/or staff.

14 Appointments Policy

14.1 Overview and Purpose

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

Committees and appointments pursuant to Article 13 are to fill vacancies between annual Executive Board and Standing Committee elections, the Executive Board is also, from time to time, required or requested to appointment persons to ad hoc committees of the Association, joint committees of the Association and the University, committees of the University, and other committees, offices or positions for which an Association appointee is required or requested.

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

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

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

14.2 Scope

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

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

14.3 General Guiding Principles

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

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

14.4 Appointment Process

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

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

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

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

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

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

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

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

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

14.9 Diversity and Equity

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

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

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

14.10 Common Positions

The following is a list of positions that are commonly required to be filled, either on a periodic basis (e.g. through routine annual **appointments**) or from time-to-time. These positions shall be filled by Executive Board appointment for the term indicated, based on the associated appointment criteria. Incumbents shall have the duties

indicated. All positions report to and are accountable to the Executive Board, with the exception of the MRFA nominee to the Board of Governors. Mid-term vacancies shall be filled expeditiously, wherever possible, by appointment through the remainder of the term.

Note carefully:

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

Position	Term	Duties	Appointment Criteria	Notes
Mid-term vacancies in positions that are normally elected	The remainder of the current term	Per Bylaws or ad hoc committee charter	<ul style="list-style-type: none"> - Eligibility: per Bylaws or ad hoc committee charter, or default eligibility if not specified - Diversity and equity: default 	When a vacancy exists, the Executive Board may have multiple options for filling it, including by appointment, or may have the option of leaving it empty under certain circumstances, in accordance with the Bylaws
Diversity appointment(s) as permitted per Bylaw Article 8.5.1	As determined by the Executive Board per appointment	Per Bylaws or ad hoc committee charter	As determined by the Executive Board per appointment	
MRFA nominee to the MRU Board of Governors	2 years; appointed in odd number years.	Per PSLA Note: Appointment must formally be confirmed by Minister of Advanced Education.	<ul style="list-style-type: none"> - Eligibility: Regular Member with at least five years of membership in the MRFA - Past experience as a member of the MRFA Executive Board preferred. - Knowledge of, and experience with, diversity of faculty interests across the University. - Diversity and equity: default 	Incumbent is formally part of the BOG and had duties (as do all members of the BOG) to oversee and contribute to the governance of the University.
Assistant Grievance Officer (×3)	3 years, staggered; 1 each May	Per Bylaws, Grievance Process Policy, and Grievance Committee Charter	<ul style="list-style-type: none"> - Eligibility: 3 Regular Members and 1 must be a contract member - Demonstrated commitment to the Association and to upholding the Collective Agreement - Knowledge and experience with the Collective Agreement and with processing grievances, or demonstrated ability and commitment to developing this knowledge and experience - Diversity and equity: default except as restricted by appointment category <p>Note: the Executive Board shall seek to balance the need for experienced Grievance Committee members and continuity in grievance handling, with the need to develop grievance handling capacity through recruitment of new Committee members.</p>	In accordance with the Bylaws, the AGOs serve on the Grievance Committee and assist the SGO with any of his or her duties related to the processing of grievances. AGO positions serve to strengthen the Association's grievance-handling capacity. Appointments may be to build grievance handling capacity through the appointment of interested members with demonstrated potential, and also through the appointment of members with extensive experience in grievance and collective agreement matters
MRFA Awards Committee	Members appointed in May as per Committee Charter. Chair appointed in May (odd numbered years) for 2-year term. Member Emeritus appointed in even numbered years for 2-year term.	Per Bylaws and AC Charter	<ul style="list-style-type: none"> - Eligibility: default - Understanding of the variety of ways and various levels to assess teaching, as per MRU standards (competent teaching, proficient and scholarly teaching and leadership and excellence in teaching). - Diversity and equity: default 	
Member, Collective Bargaining Advisory Committee (up to 7 at least 1	Per Bylaws (following each round of collective bargaining)	Per Bylaws and CBAC Charter	Per Bylaws and CBAC Charter	The CBAC Charter should be reviewed and revised by the Executive Board following the conclusion of each round of collective bargaining, and prior to making appointments

contract member)				
MRFA representative, University Sabbatical Leave Committee	3 years; Current rep. term 2020-2023; Appointed in May Alternate appointed for 3 years; Current Alternate 2020-2023; Appointed in May	Represent the interests of the MRFA at all Sabbatical Leave meetings. While upholding the reporting and confidentiality requirements noted in the MRFA bylaws (incumbent is responsible for being familiar with these), communicate any potential discrepancies/violations to the MRFA President. Communicate with the MRFA President when lack of clarity or uncertainly exists regarding application of appropriate CA articles, University processes, etc.	<ul style="list-style-type: none"> - Eligibility: Tenured Regular Member - Demonstrated commitment to the Association, to upholding the Collective Agreement and to the principles of fairness due process and natural justice - Knowledge of Mount Royal's leave system, including clear understanding of the relevant articles of the Collective Agreement, and the guidelines developed by the Sabbatical Leave Committee - Prior experience with the leave system, as an applicant, recipient and/or committee member shall be considered - Diversity and Equity: default except as restricted by appointment category 	In accordance with CA Article 17 This committee does not currently include an MRFA alternate, although a recommendation for this addition has been provided to the Negotiating Committee
MRFA representative on University Benefits Committee (x2)	2 years; Appointed in May	Represent the interests of the MRFA at all Benefits Committee meetings. Ensure broad interests of all faculty members (i.e. full-time, limited-term and contract) are represented while seeking ways to provide diverse benefits in a financially sound manner. While upholding the reporting and confidentiality requirements noted in the MRFA bylaws (incumbent is responsible for being familiar with these), communicate any potential discrepancies/violations to the MRFA President. Communicate with the MRFA President when lack of clarity or uncertainly exists regarding application of appropriate CA articles, University processes, etc.	<ul style="list-style-type: none"> - Eligibility: in accordance with Collective Agreement Article 16 - Demonstrated knowledge and experience pertaining to employee benefit plans, employee insurance plans and employee pension plans - Clear understanding of the Collective Agreement, including but not limited to Article 16 (Benefits and Insurance) - Experience on the Negotiating Committee or the Grievance Committee shall be considered - Diversity and equity: default except as restricted by eligibility, above <p>Note: the Executive Board has typically appointed the Contract Member Rep to the Benefits Committee, as this function aligns well with this role on the Executive Board and Negotiating Committee</p>	Per CA Article 16, the committee "makes recommendations regarding the University benefits plan". Greater clarity is required concerning the representatives' responsibility to report to consult with the Executive Board prior to making recommendations
Joint Diversity and Equity Committee	Three members, appointed in May, for staggered two-year terms. One full-time and one contract member will be appointed in odd numbered years and one member recommended by DEC will be appointed in even numbered years.	Represent the interests of all MRFA members during Committee meetings. While upholding the reporting and confidentiality requirements noted in the MRFA bylaws (incumbent is responsible for being familiar with these) and notwithstanding the reporting requirements noted in the applicable CA article(s), communicate any potential discrepancies/violations to the MRFA President. Communicate with the MRFA President when lack of progress is noted, clarity or	To be determined by the Executive Board, based on the anticipated goals and work of the joint committee, prior to soliciting expressions of interest <ul style="list-style-type: none"> • Statements of Interest submitted for these positions must outline candidates' record of involvement and work related to equity, diversity and inclusion. • Appointment criteria MUST include diversity with respect to membership in equity-seeking groups including but not limited to persons with disabilities, Indigenous 	In accordance with CA Article 24

		uncertainly exists regarding application of appropriate CA articles, University processes, etc.	<p>peoples, women, members of racialized groups, and members of LGBTQ2S+ communities.</p> <ul style="list-style-type: none"> Where possible, MRFA appointees should have expertise in one or more of the following research methodologies: <ul style="list-style-type: none"> quantitative (e.g. numerical or statistical), qualitative (e.g. archival or policy analysis), and/or Indigenous. 	
MRFA representative on Joint Committee for the Review and Interpretation of the Collective Agreement (x3)	3 years, staggered; 1 each May	Represent the interests of the MRFA when reviewing and interpreting CA articles. Ensure that detailed and diverse perspectives are considered. While upholding the reporting and confidentiality requirements noted in the MRFA bylaws (incumbent is responsible for being familiar with these), communicate any potential discrepancies/violations to the MRFA President. Communicate with the MRFA President when lack of clarity or uncertainly exists regarding application of appropriate CA articles, University processes, etc.	<ul style="list-style-type: none"> Eligibility: default Clear and detailed understanding of the Collective Agreement, including its bargaining and/or grievance history Prior service as an Association President, grievance officer and/or member of the Negotiating Committee shall be considered Diversity and equity: default 	In accordance with CA MOU on pages 124-125
Member, Academic Director selection committee	Appointments made as required, normally until committee discharged	In accordance with CA Article 27 and any relevant University policy	<ul style="list-style-type: none"> Eligibility: Tenured, Tenurable or Limited-Term Regular Members Membership in an appropriate academic unit as determined by the Provost or designate, in accordance with Article 27 of the Collective Agreement Diversity and equity: default except as restricted by eligibility and academic unit, above 	In accordance with CA Article 27. Note that Conditional-tenurable and contract members are ineligible
MRFA representative(s) on Joint Health and Safety Committee	Two members, each appointed in May for alternating two-year terms. Where possible, one shall be contract and one shall be full-time.	As per committee charter	<p>As per Committee Charter</p> <p>Statements of Interest submitted for these positions must outline candidates' expertise or knowledge of Occupational Health and Safety</p>	Required per AB OH&S legislation
Member, Bylaws and Governance Committee (x2)	1 year; Appointed in August	Per Bylaws and BGC Charter	Must be a member of the Executive Board	
Optional advisor, Bylaws and Governance Committee	Maximum 1 year			The Executive Board may appoint any other person recommended by the Committee to serve in an advisory role (non-voting) for the remainder of the academic year

Optional advisor, Diversity and Equity Committee	Maximum 1 year			The Executive Board may appoint any other person recommended by the Committee to serve in an advisory role (non-voting) for the remainder of the academic year
MRFA Department Liaisons' Network	2 years, staggered by department; Each spring by June	Per Bylaws and the "list of expectations and duties" provided by the Communications Committee annually in accordance with the Bylaws	<ul style="list-style-type: none"> - Eligibility: default - Demonstrated engagement with and commitment to the Association, including regular attendance at Meetings of the Association - Demonstrated confidence and/or ability required to fulfil the requirements of the position - Clear history of fulfilling the "list of expectations and duties" where reappointment is sought - Diversity and equity: default 	In making recommendations for appointment to the Executive Board, the Communications Committee will endeavour to recommend individuals who have the skills, experience, knowledge, and willingness to fill the role. Members who feel tenuous in their job security would not be ideal candidates for the role.
Nominee for Trustee, CAUT Defence Fund (x2)	<p>Trustee terms are in accordance with the CAUT Defence Fund Bylaws, but note that trustees are normally elected by the Fund membership at its annual meeting each October for 2-year terms, staggered; The MRFA will endeavour to select its nominee(s) by May</p> <p>The incumbent President shall be appointed by the MRFA in odd numbered years and a current or previous member of the Negotiating Committee shall be appointed in even numbered years.</p>	<p>In accordance with the CAUT Defence Fund Bylaws</p> <p>In addition, the Trustees shall provide periodic updates to the Executive Board, and shall liaise with the Association's President and its Vice-President, Negotiations as necessary</p> <p>Trustees are expected to fulfil their fiduciary responsibility to the Defence Fund during the Trustee Meetings.</p> <p>The Association shall appoint one of the two trustees to serve as proxy for the MRFA for each CAUT Defence Fund Member Meeting. The proxy shall vote in accordance with the interests of the Association in the Member Meetings.</p>	<ol style="list-style-type: none"> 1. Eligibility: default 2. Demonstrated history of commitment to the Association and familiarity with recent and/or current bargaining context 3. Availability to participate in Trustee meetings throughout the 2-year term of appointment (held as needed by teleconference throughout the year, and in person annually for one full day in October in either Toronto or Montreal) 4. Familiarity or experience with the broader Canadian post-secondary labour relations context is an asset 5. Experience in fund management is an asset 6. Willingness and ability to participate in a flying picket should the need arise, during job action by a Fund member union 7. Diversity and equity: default 	The Executive Board may wish to give strong consideration to the President as one of the Trustees, wherever possible, due to (1) the flexibility of the President's schedule, and (2) the value in facilitating keeping the Executive Board informed, through the President, of the labour relations and bargaining context at other institutions. Objective should be to appoint the current MRFA President in their second year of their term, as this will allow for continuity/allow for Past-President to serve in this capacity.
MRFA representative, University administrative search committee	Appointments made as required, normally until committee discharged	In accordance with University policy and committee terms of reference. Represent the interests of all MRFA members during search committee meetings and throughout processes. Encourage committee to provide numerous opportunities and mechanisms for MRFA members to provide input into hiring decisions. Encourage MRFA members to be involved in aforementioned processes.	<p>Special:</p> <ul style="list-style-type: none"> - The Executive Board shall normally appoint the President, where appropriate and where available. - The Executive Board may consider the appointment of another Regular Member, normally a member of the Executive Board, in the case that the President will not be the appointee. 	The Executive Board should consider the composition of the search committee prior to making the appointment. Although the appointee is not serving in their capacity as a member of an academic unit or faculty, but on behalf of the Association, the Executive Board should nevertheless exercise caution with respect to perceived, potential or actual conflicts of interest, and regarding perceptions of unbalanced representation by particular academic units or faculties

Bargaining Communications Committee	Three members appointed for staggered three year terms	Per committee charter and MRFA Bylaws	<ul style="list-style-type: none"> - Eligibility: per committee charter, - Diversity and equity: default - Members appointed would ideally be supportive of MRFA principles and bargaining positions - prior experience in job action would be deemed beneficial 	
Ad hoc Job Action Finance Committee	Appointment continues from when the committee is struck until it is dissolved.	Per committee charter and/or as directed by the Executive Board	<ul style="list-style-type: none"> - Eligibility: per ad hoc committee charter, - Diversity and equity: default - prior experience in budget management and/or job action would be deemed beneficial 	<ul style="list-style-type: none"> - The striking and dissolution of job action related committees is done at the discretion of the Executive Board. - The JAFRC will normally be struck following member polling and/or a strike vote, and will be dissolved after the conclusion of job action. <p>The Job Action Preparedness Committee is expected to maintain a list of potential and interested members to serve on the ad hoc job action committees.</p>
Job Action Preparedness Committee	3-year staggered terms.	Per committee charter and/or as directed by the Executive Board	<ul style="list-style-type: none"> - Eligibility: per committee charter, - One must be a contract member and one must be a Department Liaison. - Diversity and equity: default - prior experience in job action would be deemed beneficial <p>Those appointed to the committee should represent the variety of perspectives held by the membership (i.e. including those who are for and against job action)</p>	
MRFA Chief Returning Officer	Appointed Annually in the fall, prior to commencement of any voting/election processes	To fulfil all responsibilities outlined in the MRFA bylaws pertaining to MRFA voting and elections	<ul style="list-style-type: none"> - Eligibility: All regular members are eligible 	SAFRO will provide support and direction on required processes.
MRFA Audit and Finance Committee	Three members appointed for staggered three-year terms	To fulfil responsibilities outlined in bylaws and the Committee Charter	<ul style="list-style-type: none"> - Eligibility: All regular members are eligible - Diversity and equity: default - Experience and/or expertise related to budget management, financial planning and analysis, human resources and/or legislative compliance would be deemed beneficial. 	

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

- Alumni Advisory Council
- Daycare Board
- Transportation Advisory Committee
- Sustainability Committee

These positions shall normally have two-year terms.

14.11 Responsibilities of Association Representatives on University or Joint Committees

- 14.11.1 Regular Members elected by the membership or appointed by the Executive Board to serve as an Association Representative on a University, or joint MRU/MRFA, Committee are expected to *actively represent and advocate for faculty interests*. This shall include but not be limited to:
- a. Considering matters, initiatives, and decisions of the committee with the aim to uphold the Collective Agreement, and
 - b. Following through on Association provided mandates, where applicable.
- 14.11.2 All Regular Members elected by the membership or appointed by the Executive Board to serve on a University, or joint MRU/MRFA, Committee, excepting only those serving on hiring committees, shall report to the MRFA Executive Board on the work of the Committee in December and April. April reports shall be included in the Association's Annual General Meeting package.
- 14.11.3
- a. In all cases, reports shall be shared confidentially with the Executive Board.
 - b. Where appropriate, as determined by contents and confidentiality considerations, reports may be shared by the Executive Board with the membership.
 - c. MRFA representatives may request to report directly to the Association Membership via means deemed most appropriate in consultation with the Executive Board and in accordance with the applicable Bylaws and Policies relating to Meetings and Communications
 - d. Where possible, committee minutes for each meeting shall be submitted by Association representatives to the Association Board.
- 14.11.4 Any variance from the above noted expectations for reporting, shall be discussed with the incumbents when deemed necessary by the Executive Board.
- 14.11.5 The Executive Board shall liaise with the incumbents upon their election/appointment, and as necessary throughout their terms.
- a. Representatives shall attend an orientation upon their appointment.
 - b. Where applicable, the Executive Board shall provide mandates to Association representatives. Representatives shall report back on how they worked toward those mandates and any barriers encountered.
 - c. Representatives shall attend the AGM.

14.12 Other Committee Positions

If a vacancy occurs in any position not explicitly addressed as per MRFA Bylaws (i.e. terms for addressing standing committee vacancies are noted) the MRFA Executive Board shall determine how and when to best make an appointment to fill the vacated role.

15 Member Engagement Policy

15.1 Member Self-Identification

In efforts to ensure equitable representation of all members and to enhance diversity and inclusion within the Association, the MRFA's annual census and other information gathering mechanisms, such as the Canadian Anti-spam legislation (CASL) form, shall include questions for optional self-identification of members. The questions on these forms are reviewed and recommended by the Diversity and Equity Committee and approved by the Executive Board.

All information collected is confidentially maintained by the Association.

Such information shall be used to assess the diversity of representation on MRFA Committees and to identify any systemic barriers that may exist. Where appropriate, the Association shall report aggregate equity data to the membership and information shall be provided to applicable MRFA Committees to facilitate their work.

15.2 Member Directed Working Groups

In accordance with bylaw article 10.17.3 the Association's Membership Engagement Committee shall facilitate member directed working groups with the aim to provide members with the opportunity to engage with the Association on topics of interest to them. This facilitation is subject to the processes and provisions outlined below:

15.2.1 Establishment of Member Directed Working groups

- a) The Member Engagement Committee shall annually present a list of potential working group topics to the Membership at the September Regular Meeting. Additional topics may be added by members in attendance, by motion, during the meeting.
- b) Members interested in creating a member directed working group shall submit a [form](#) which shall be reviewed by the Member Engagement Committee. The Committee shall submit a recommendation to the Executive Board, normally, within 20 business days.
- c) The Executive Board shall be responsible for approving requests.
 - Approval is subject to the alignment of the Member directed working group with the Association's mandate and the approved objectives, mission and vision of the Association.
 - Member directed working groups that duplicate existing MRFA standing committee or working groups shall not normally be approved.

15.2.2 Facilitation Provided by the Association for Member Directed Working Groups

Once approved, established working groups may receive the following support from the Association Staff. All support shall only be provided on request, and it is up to committee members to submit the requests to office@mrfa.net.

- a) Meeting scheduling support – provided by the MRFA's Administrative Assistant,
- b) Room booking – meeting room access in the Faculty Centre – booked by the Administrative Assistant with priority over external groups, and
- c) Event catering in the Faculty Centre at cost – provided by the Faculty Centre Coordinator subject to availability.

15.2.3 Limitations

- a) Member directed working groups must be renewed annually, subject to Executive Board approval.
- b) The Association shall not provide funds, or support, to member directed working groups other than what is outlined in 15.2.2.
- c) Member directed working groups have no authority to direct the work of the Association or its staff.
- d) Member directed working groups do not speak for the Association; however, they may offer recommendations to the Executive Board.
- e) Facilitation of a member directed working group may be withdrawn in the event that the group is found to have violated any of the Association's approved objectives, mission and vision statements. This withdrawal of facilitation services may be initiated by the submission of a recommendation to the Executive Board.

16 Voting Policy

The aim of the MRFA's voting policy is to ensure a fair and transparent process, confidentiality of members' votes, and to foster confidence in the results of all MRFA elections and ratifications.

16.1 Executive Board Election – All Candidates Forum

Prior to voting, an asynchronous all candidates' forum shall be held in advance of the Annual General Meeting.

16.1.1 All candidates nominated for an Executive Board position must submit, by the close of nominations, a recorded or written campaign statement in accordance with the Association's [Guidelines for Campaign Statements](#). Recorded campaign statements shall not be more than 2 minutes long and written statements shall not be more than 600 words.

16.1.2 All campaign statements will be posted for members after the close of nominations and will be linked in the online ballots.

16.1.3 Questions of candidates will not be taken from the floor of the AGM.

16.2 Executive Board Election - Voting

16.2.1 Voting for Executive Board positions shall only take place during an AGM or a Special Meeting by paper ballot only, except for advance online polling which shall be provided to members on request and to all members of the Executive Board and Nominations Committee, with the exception of the CRO, due to the requirement that they serve as vote sitters and to ensure confidentiality in the process.

16.2.2 The Chief Returning Officer (CRO), or designate, shall invite candidates to appoint scrutineers who shall be involved in the collection, verification and counting of ballots.

16.2.3 Upon appointment or refusal of scrutineers the meeting shall be recessed until all members present have voted.

16.2.4 Each voting station will be operated by two faculty members comprised primarily of members of the Nominations Committee and continuing members of the Executive Board.

- 16.2.5 Each member shall vote at an applicable voting station, by last name, their names shall be crossed off of the eligible voter list and they shall sign a form (voter sign-in sheet) indicating receipt of their ballot. Those who voted in advance will not be permitted to vote during the meeting – their names will be crossed off of the eligible voter lists.
- 16.3 Executive Board Election - Vote Counting
- 16.3.1 Once all members present at the meeting have cast their ballot, the members responsible for each voting station, the scrutineers, if any, and the CRO shall collect all ballot boxes and count the votes in a nearby meeting/classroom.
- 16.3.2 The total vote count is to be cross checked with the total number of voters. Should there be a discrepancy between the two numbers all votes shall be recounted.
- 16.3.3 In the case of a tie, the CRO's ballot shall be opened and counted to break the tie (MRFA Bylaws article 12.1.10).
- 16.4 Announcement of Results and Destruction of ballots
- At the meeting, the CRO shall announce the successful candidates and make a motion that the ballots and voter sign-in sheets be destroyed.
- 16.5 Committee Election - Voting
- 16.5.1 Voting for MRFA Committee positions shall be done online or by paper ballot in the faculty centre, and it shall take place on two consecutive working days from 9:00 – 5:00 to follow the AGM. The precise dates of voting are to be determined at the AGM.
- 16.5.2 All candidates for MRFA committees may submit a campaign statement prior to commencement of voting.
- 16.5.3 At the AGM, following the close of committee nominations, the CRO, or designate, shall invite candidates to appoint scrutineers who shall be involved in the collection, verification and counting all ballots. Note: This is typically applicable when committee elections are conducted by paper ballot.
- 16.5.4 Online ballots shall be emailed to all eligible voting members at 9:00am on the day of commencement of voting. Online ballots shall be linked to unique voter IDs and passwords.
- 16.5.5 Each eligible voter shall only be able to vote online once.
- 16.5.6 Ballots cast online can only be viewed by the voter by logging in to the voting account with the same username and password: this enables voters to confirm their ballot has been recorded correctly.
- 16.5.7 Online voting results are only reported in aggregate to the election administrator.
- 16.5.8 Online voting shall be open continuously from the commencement to the close of the voting period.
- 16.5.9 When applicable, paper balloting shall be available in the faculty centre and shall be coordinated by the election administrator who has access to the online voting software.
- 16.5.10 Each member shall vote in the Faculty Centre, their names shall be crossed off of the eligible voter list and they shall sign a form indicating receipt of their ballot.

- 16.5.11 Each ballot shall put into a sealed and numbered envelope before being deposited in ballot box.
- 16.5.12 Prior to the close of online voting, the election administrator shall cross check paper voters with the online voters. Should a member have voted online their paper ballot shall be void and will be removed from the paper ballots. The member may be subject to applicable provisions in the MRFA's Ethics Bylaws.
- 16.5.13 Remaining paper ballots shall be entered, at random, to the online voting system. If applicable, scrutineers may confirm that paper ballots are properly entered into the online system.
- 16.5.14 In the case of a tie, the CRO's ballot shall be opened and counted to break the tie (MRFA Bylaws article 12.1.10).
- 16.6 Committee Elections - Vote Counting
 - The online voting system shall generate results upon the close of the voting period.
- 16.7 Announcement of Results and Destruction of Ballots
 - 16.7.1 Only the candidates who are elected shall be declared: vote counts shall not be released under any circumstance.
 - 16.7.2 The CRO shall move, at the next General Meeting, that ballots be destroyed, if paper ballots were utilized during the process.

17 Ratification of Agreements

- 17.1 At the Special or Extraordinary Meeting called to discuss the terms of settlement, the Ratification Meeting, members present have the authority to determine the method of voting in accordance with the MRFA Bylaws.
- 17.2 In situations where a either a Letter or Memorandum of Understanding (LOU/MOU), or any form of agreement that modifies the terms and conditions outlined in the Collective Agreement, is required to address an emergent situation, the President may be authorised to sign a LOU/MoU with the University, subject to the process outlined below. This process shall apply in exceptional circumstances when collective bargaining is not underway. When bargaining is ongoing, requests for LOUs/MOUs shall be referred to the Negotiating Committee. Such items shall be brought to the table by whichever team is deemed appropriate as determined by the interests involved in the LOU/MOU request. Where appropriate, the Negotiating Committee, through the VP Negotiations, may refer the request back to the MRFA Executive Board for action.
 - 17.2.1 Should the Association deem it necessary to enter into an LOU/MOU, the Executive Board must approve the request in principle prior approaching the University.
 - 17.2.1.1 Requests shall be conveyed to the MRU Provost and VP Academic by the MRFA President, for discussion and negotiation.
 - 17.2.1.2 The President in consultation with the VP Policy and the VP Negotiations shall create the text of the LOU/MOU and after completing discussions with the University, have the authority to sign the LOU/MOU, subject to ratification of the final text by the Board.
 - 17.2.1.3 University requests to enter into a LOU/MOU must come formally to the President of the Association from the MRU Provost and VP Academic, or in some cases, the Associate VP Human Resources. The President, in consultation with the VP, Policy and Senior Grievance Officer and the Vice-President, Negotiations (or other Appropriate Officer) and relevant

MRFA staff, shall study the request and may consult with appropriate individuals.

17.2.2 The President shall make a recommendation to the Executive Board to approve or reject the LOU/MOU. Executive Board approval of LOUs/MOUs shall be made by consensus. Failing consensus, decisions shall be made by majority vote.

17.2.3 Decisions on MoUs shall take place in Executive Board meetings and shall not be made via email.

17.2.4 MoUs agreed to by the Association shall normally be communicated to the membership in the subsequent President's Report. In exceptional cases where there are issues of confidentiality, the Executive Board may determine not to communicate them to the full membership.

18 Policy Development Process

1. Association Officers, Committees, Staff as well as Regular Members may submit policy suggestions to the Bylaws and Governance Committee for consideration.
2. Regular members are encouraged to consult with the VP Policy and/or MRFA President prior to submitting a proposal.
3. The officer/member/chair should complete the [policy proposal form](#) and submit to office@mrfa.net for processing.
4. Within 10 business days, the policy will be reviewed by the SAFRO and other staff for impacts on other policies and identify any affected or interested committees including the Negotiating Committee, Diversity and Equity Committee and Audit and Finance Committee as appropriate.
5. Committees' input, to be submitted within 15 business days, will be summarized and forwarded along with any amendments for consideration by the By-Laws and Governance Committee who shall review the proposal, the suggested amendments and make any changes prior to the 30-day consultation
6. The proposal will be posted to the members-only part of the MRFA website with a notice of the posting included in the Weekly Bulletin or other form of communications as appropriate.
7. The proposal will be open for a 30-day consultation period.
8. All Regular members may provide feedback to the Bylaws and Governance Committee via a [form](#) to be managed by the committee. Minor editorial changes will not be sent to members for consultation.
9. The Bylaws and Governance Committee shall review the summarized feedback and will incorporate feedback, where applicable.
10. The proposal shall then be submitted to the Executive Board for consideration.
11. The Executive Board may approve, reject or refer a policy back for further development.
12. Once approved, notice of approval shall be given in the Weekly Bulletin and the changes incorporated into the Policy and Procedures available on the Association website.

19 MRFA Strike Pay Policy

- 17.1 Purpose and Eligibility

The purpose of strike pay is to provide pay to Regular Members who are supporting job action, due to strike or lockout, and who are losing employment income from the University as a result of this support. Support for job action takes the form of refusing to fulfil professional/employment duties for the University, and participating in picketing or other daily duties as defined and assigned by the Association. Members who normally work weekday hours are expected to support the strike with daily service during weekdays, but may be excused on occasion as per the recommended processes and considerations detailed in the MRFA Job Action Plan.

All Regular Members, whether full-time, limited-term or contract, who are losing employment income from the University as a result of supporting job action shall be eligible for strike pay at the full rate specified in Section 17.5, except as set out below.

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

A member found to have crossed picket lines (without an appropriate picket pass) will be informed by the President that they are no longer eligible to participate in the strike or receive strike pay for the duration of the strike.

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

17.2 Duties

Duties during job action shall be as defined and assigned by the Association. Duties normally include picketing duties. Full details regarding picketing roles, expectations and actions are contained within the MRFA Job Action Plan. Members can be assigned non-picketing duties, such as leafleting, media monitoring, managing phone and email trees, organizing rallies and meetings, preparing and delivering food and supplies, performing support duties at strike headquarters, or any other job action-related activities determined by the Association (further descriptions and examples are detailed in the MRFA Job Action Plan).

Duties shall be assigned in daily shifts, with durations of shifts varying by type of duty. Shift durations shall not normally be less than three hours, and shall not normally be greater than six hours, with the exception of the two hour early morning picket shift.

17.3 Accommodation and Excuse from Duties

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

In exceptional circumstances, the President and Treasurer may excuse a member from performance of duties, with strike pay. This shall normally be for accommodation-related or similar reasons, for example related to disability or family care, when performance of duties is not otherwise possible through accommodation, for example through assignment of alternative or modified duties or through flexible scheduling of shifts. It shall be the

responsibility of the member to notify the President of a request for excuse from duties. Supporting documentation shall be required. The decision of the President and Treasurer with respect to excusing members from duties with strike pay shall be final.

17.4 Picketing Passes

Under certain pre-approved circumstances (i.e. Essential Services, requirements to attend to on-site campus experiments) members may apply for and receive picketing passes to enter MRU property. Full details regarding processes and requirements are in the MRFA Job Action Plan.

17.5 Rate

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

The daily rate shall not normally be less than \$100/day⁴ and shall not normally be more than \$170/day⁵.

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

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

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

17.6 Records of Assigned Duties Performed

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

17.7 Payment

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

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

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

17.8 Disputes

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

17.9 Strike Hardship Fund

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

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

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

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

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

18 Payments Policy

18.1 Honorarium Policy

In the course of regular Association business the President, the Executive Board, or MRFA Standing Committees, by motion, may authorize expenditures from their approved budgets in recognition of contributions made by individuals to facilitate MRFA events. All such payments shall be considered honoraria and shall be made in accordance with the following formula (\$100 per hour of session facilitation) which is based on SICH calculations and the upper end of the Contract Faculty Grid. This policy shall normally apply to providing honoraria for Contract faculty and individuals external to the Association. With the exception of Senior Lecturers, this policy shall not normally apply to full time and permanent faculty for whom service is part of regular workload.

Payments made to individuals beyond the \$100 limit shall require prior approval by the Executive Board.

Contract Faculty members receiving an honorarium under this policy shall not be eligible to receive a Contract Service Honorarium for the same event.

18.2 Invigilation and Substitution Policy

When a member's required presence for duties relating to their MRFA service role make them unavailable for their teaching responsibilities, they may be authorized by the appropriate committee and/or the Executive Board to engage another member of the Association to fulfil their teaching responsibilities as required. This will normally include, but is not limited to, covering a class or providing invigilation for an exam. The faculty member, whether full time or contract, providing coverage shall be compensated at their applicable placement on the contract faculty grid, to be obtained from Payroll, for each hour of coverage provided.

- Payments shall be processed by Association Staff on MRU payroll payment requisition forms and signed off by the President.
- When this service is compensated by the MRFA directly, such service shall not be deemed eligible for Contract Service Honorarium.
- Expenses for Invigilation and Substitution shall come out of the appropriate committee's budget line

18.3 Project-Based Funding Policy

Members of the Executive Board, other than the President, may apply for project-based funding for work taken on that exceeds the expectations of the role as detailed in the Association's Bylaws.

- a. Applications are to be submitted via this [form](#) prior to engaging in the work to be funded under this policy.
- b. The Audit and Finance Committee shall review applications within 15 business days of receipt of the application, and, where applicable, additional information may be sought by the Audit and Finance Committee.
- c. Within 10 days of reviewing the application, the Committee shall convey its decision to the applicant in writing along with the amount of SICH based funding to be provided, where applicable.
 - a. All funding shall be done in increments of 16 SICH at the applicant's applicable contract faculty grid step.
 - b. Funding provided shall cover all related work involved, including meetings, and shall make the same activities ineligible for funding from other sources, such as the Contract Service Honourarium.
 - c. Should an applicant like to appeal a decision of the Audit and Finance Committee they may follow the process outlined in the Association's Funding Appeals Policy.
- d. Funds shall be disbursed following the completion of the project, including the submission of a report to the Audit and Finance Committee.
- e. In its monthly report to the membership, the Audit and Finance Committee shall report on amounts allocated and convey project reports for ratification, where applicable. Funds allocated which exceed the annual amount budgeted for this purpose require membership approval.
- f.

19 Ethical Purchasing Policy

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

20 Travel, Conference and Professional Development Expense Policy

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

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

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

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

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

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

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

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

- 20.3 Individuals seeking reimbursement for expenses incurred while travelling on MRFA business must submit an Expense Claim Form (Appendix II) and receipts: receipts are required for all expenses other than per diems, mileage and private accommodations, if applicable. A separate Expense Claim Form is to be submitted for each event attended or trip taken on MRFA business. Expense Claim Forms must be submitted no later than 45 calendar days after the event for which the expenses are being claimed. Expenses in addition to those detailed below are not reimbursed unless they are authorized in advance by the Executive Board.
- 20.4 To be eligible for reimbursement, all purchases shall be made in accordance with the MRFA's Ethical Purchasing Policy.
- 20.5 Air Travel
- Airplane tickets are to be booked in advance to take advantage of any special airfares which may be available. The MRFA shall pay for pre-selection of seats and up to one checked bag. Fees charged for overweight bags and extra bags will not be reimbursed. In Flight food will be reimbursed if the flight duration is over 2 hours.
- 20.6 Ground Travel
- The MRFA shall reimburse expenses incurred for all types of public transit and taxis: receipts required. If a member uses their own vehicle while traveling on MRFA related business, they shall be reimbursed at the rate of \$0.55/km. Mileage paid by the MRFA shall not exceed the lowest airfare available at the time of the event. The MRFA shall not normally pay for rental vehicles unless it is authorized in advance by the Executive Board.
- 20.7 Accommodation
- Commercial overnight accommodation is reimbursed at the single room rate for those nights reasonably necessary to attend meetings/events or carry out MRFA business. Accommodations shall normally be at the location of the meeting/event, but may also be at the most reasonable accommodation in the immediate vicinity or in private accommodations. A member shall be reimbursed, up to a maximum amount of \$100, for a host gift or meal when private accommodation is arranged. The Association shall also reimburse the cost of access to wireless internet if applicable.
- 20.8 Meals, Incidentals and Per Diem
- The Association shall provide a per diem to members (receipts not required) in an amount up to \$110.00 on average per day for meals and incidentals. This is intended to cover Breakfast (\$20.00), Lunch (\$20.00), Dinner (\$50.00), and incidentals (\$20.00). **Where purchases are made on the Association's credit card, receipts must be provided.**
- 20.9 Dependent Care
- The MRFA shall provide reimbursement of expenses over and above regular day to day costs associated with providing care for dependents while members are away on MRFA business: receipts required.
- 20.10 Other
- Telephone: Actual cost of calls while away on MRFA-related business is reimbursed: phone bill required.
 - Hospitality: Reasonable expenses for hospitality expenses and tips are normally reimbursed: receipts required.

- Other expenses: Actual cost of other expenses that would not normally be incurred, such as parking, is reimbursed: receipts required. Other expenses may be subject to approval by the Executive Board.

21 Document Management Policy

The MRFA maintains three primary digital repositories for all MRFA documentation. LabourWare is used to file all membership data and grievance records, Filehold is used to store all other Association records, and Gmail is used to communicate with members. Both Filehold and LabourWare are hosted on servers in Canada with regular backups and are accessible by Association Officers and Staff offsite. The Association's Gmail suite is entirely independent of the University's Gmail Suite and is administered by the Senior Administrative and Faculty Relations Officer. The Association does not maintain paper-based records.

21.1 System Management and Access

21.1.1 The Senior Administrative and Faculty Relations Officer is responsible for maintaining the systems, user accounts and access restrictions.

21.1.2 Officers and Staff with accounts on Filehold shall include but not be limited to the President, VP Policy and Senior Grievance Officer, Senior Administrative and Faculty Relations Officer, Labour Relations Officer, Administrative Assistant, Faculty Centre Coordinator and all members of the Negotiating Committee.

21.1.2.1 Additional accounts may be created as approved by the Executive Board.

21.1.2.2 Access for each account will be restricted to those areas of Filehold which are relevant to the individual(s) position.

21.1.3 Officers and Staff with accounts on LabourWare shall be limited to the President, VP Policy and Senior Grievance Officer, Senior Administrative and Faculty Relations Officer, Labour Relations Officer, Administrative Assistant, and all members of the Grievance Committee.

21.1.4 Officers and Staff with MRFA.net Gmail Suite Accounts shall include but not be limited to the following list. All correspondence sent to these email addresses shall be kept confidential in accordance with article 9.2.

- Staff Email Accounts:
 - Sr. Admin. and Faculty Relations Officer: FacultyRelations@mrfa.net
 - Labour Relations Officer: LabourRelations@mrfa.net
 - Faculty Centre Coordinator: FacultyCentre@mrfa.net
 - Administrative Assistant: office@mrfa.net
- Officer's Email Accounts:
 - President: president@mrfa.net
 - Contract Member Representative: ContractRepresentative@mrfa.net
- Committee Email Accounts:

Committee email addresses listed below shall be managed by the Chair of the respective committee with support from staff, where appropriate,

 - Negotiating Committee: negotiations@mrfa.net

- Communications Committee: communications@mrfa.net
- Equity and Diversity Committee: EDI@mrfa.net
- Negotiating Committee Members: (additional accounts will be created for observers when needed)
 - NCmember@mrfa.net
 - NegComMember@mrfa.net
 - NegotiatingCommMember@mrfa.net

21.2 Filing

To ensure consistency in document filing the Association's Administrative Assistant shall be responsible for uploading documents to Filehold and the Labour Relations Officer shall be responsible for uploading documents to LabourWare. Other Staff and Officers may forward documents to the AA or LRO as appropriate, or, those with access to these systems, are permitted to upload files; however, the following conventions must be maintained:

21.2.1 File naming should be standard and consistent with other files in the same location. This shall usually be: Document date – Document type – Document details (e.g. 2020-09-28 – Minutes – Executive Board)

21.2.2 Grievance numbering and metadata tracking should be consistent. The VP Policy and Senior Grievance Officer should consult with the LRO when accessing or filing data in LabourWare.

21.2.3 Official email records should be uploaded when time permits or copied to the appropriate staff member. Due to time constraints not all email records can be filed but the following records will be prioritized:

- all email correspondence relating to member representation of any kind, with grievance related emailed being added to LabourWare and all others added to Filehold,
- all email correspondence with Senior Administrators, and
- all email correspondence with the Association's legal counsel.

21.3 Record Retention

As time permits, existing paper based records shall be imported into the appropriate digital filing system by the Administrative Assistant (Filehold) and/or the Labour Relations Officer (LabourWare).

Digital records shall be maintained indefinitely or until such time as space capacity is exceeded necessitating a review of retention practices.

Notes taken by staff at MRFA meetings, other than the confidential notes from Executive Board Meetings, shall be destroyed upon termination of employment.

22 Disposal of Goods

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

22.1 Estimation of Value

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

22.2 Disposal Approval

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

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

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

22.3 Disposal Process

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

- MRFA Regular Members on a first-come, first-served basis;
- MRFA Staff on a first-come, first-served basis;
- Charitable organizations, where appropriate.
- Failing donation or reuse, final disposal shall be via recycling whenever possible.
- In exceptional circumstances, either the Faculty Centre Management Committee or the Executive Board may consider the sale of an item.

23 Meeting Policy

The intent of Association meetings, gatherings and events is to share perspectives and work together often with a view to arrive at decisions that affect our collective wellbeing. To do this, the Association must ensure an environment exists where members feel welcome, comfortable and fully able to participate.

The overarching goal is to produce an organization where open dialogue is possible, where all parties acknowledge the dignity, needs, and beliefs of all, and where the structures are in place that can be trusted to guarantee inclusive spaces.

This policy has been developed by the Association with the intent to ensure that meetings are accessible and inclusive. Policies such as these seek to provide procedural trust to ensure that all members are able to fully participate in all facets of the Association.

23.1 Universal Design for Meetings

In accordance with Association Bylaws, in person and online meetings shall be structured in the most accessible way possible. Member input shall be solicited on an ongoing basis and the following provisions may be adjusted as deemed appropriate.

23.1.1 Universal Design Principles, which apply for all Association Meetings, shall require that all individuals presenting content or speaking (including comments and questions) at an Association meeting do the following, when applicable:

- Prior to speaking state their name, position and pronouns (subject to personal discretion),
- Remain in predetermined space at the front of the meeting room for the duration of presentation,

- Provide captioning for videos and simultaneous closed captioning for speakers wherever possible,
- Provide handouts in large fonts,
- Describe important graphics and read text, and
- Ensure the appropriate font size and colour contrast are used in Presentations.

23.1.2 Universal Design Principles applicable to all meetings include, but are not limited to the following:

- Members must be able to attend in person, by computer or by phone and not be disadvantaged based on the mode of connection (refer to article 23.4 for items specific to online meetings),
- Speakers will always use a microphone, and
- Rooms shall be booked, wherever possible, that are physically accessible and in close proximity to gender inclusive bathrooms.

23.1.3 Materials and content to be presented at meetings shall be submitted to the MRFA Administrative Assistant at least three days prior to the Meeting for review to ensure compliance with Universal Design Principles. Association staff shall be responsible for ensuring that appropriate peripherals are available for the meeting to ensure compliance with the above noted Universal Design Principles.

23.2 Universal Design - Meeting Notice

In addition to requirements for meeting notices as stipulated in the MRFA Bylaws, all meeting notices shall include details on all access provisions that will be in place for each meeting. Where applicable, this shall include but is not limited to the use of microphones, captioning, physical access considerations, and the identification of emergency exits and nearby gender inclusive bathrooms.

23.3 Universal Design - Training

All Association Officers, Committee Chairs and Staff shall undergo annual training in Universal Design Principles for Association Meetings.

23.4 Online Meetings

23.4.1 The Executive Board may deem circumstances necessary to permit any and all Association business be conducted via electronic meetings and means.

23.4.1.1 The Executive Board will determine the online platform and a meeting link will be shared with members. Members are not to share this link with any other person.

23.4.1.2 It is the responsibility of each member to test their technology and ensure that they have sufficient resources to join, and participate in, the meeting. In advance of the meeting members will be provided a cell phone number of an MRFA staff member to text during the meeting should technical issues arise. These text messages will be responded to as time and circumstances permit during the online meeting.

23.4.1.3 Members who do not wish to sign into an online meeting may join via a telephone number provided. Members who phone in will be provided a cell phone of an MRFA staff person if they need a point of contact to text messages to (i.e. want to join the speakers' list, are encountering issues) during the meeting. These text messages will be responded to as time and circumstances permit during the online meeting.

23.4.2 To participate in an online meeting, a member's identity must be verified to maintain security and privacy to the best extent possible. Meeting security and logistics will be operationalized by the MRFA office team and all members are expected to adhere to communicated requirements.

23.4.3 To maintain security and privacy recording of meetings is not permitted.

23.4.4 If there is a chat panel, during the meeting the chat panel should only be used by a member to move or second a motion or to be put on the speakers' list, as per the processes noted in RONR. Incoming members of the Executive Board, upon election at the Annual General Meeting, will be invited to attend MRFA Executive Board meetings for the remainder of the academic year. Meeting attendance is voluntary and confidentiality forms must be fully executed in advance.

23.5 Closed Sessions

The confidentiality conferred in the closed session portion of meetings to the subject matter at hand shall be used to protect individuals and, where appropriate, the Association. To ensure openness and transparency, the Association is committed to reasonably using closed session meetings.

A motion to move to closed session may be presented to handle sensitive issues that cannot be publicly discussed or recorded: the intent is to ensure confidentiality of subject matter discussed. Due to the nature of the work of the Association, every meeting of the Executive Board will include a closed session. Matters to be handled in closed sessions may include, but not be limited to:

- Positions taken in Collective Bargaining,

- Member Representation and Grievance Handling,
- Staff Management and related personnel decisions,
- Appointments and Nomination processes,
- The handling of conflict of interest situations,
- Time sensitive matters which cannot yet be made public, and
- Other matters of private nature relating to an individual.

The recorded minutes and any documents distributed during closed session meetings are not made public (and are not attached to approved minutes). The closed session minutes are filed confidentially by the Association and are only available on request to those present in the meeting in accordance with legal requirements, approved Association communications and confidentiality protocols.

If a decision is made during the closed session portion of a meeting, that decision shall be recorded in the official minutes as a formal record; however, any related documentation and/or discussion shall remain confidential.

Faculty Centre Policies

24 Guest Access to the Faculty Centre

- 24.1 Maintaining a membership and guest policy is a requirement of the Faculty Centre Liquor Licence under the Alberta Gaming and Liquor Act.
- 24.2 Members are responsible for the conduct of their guests. Members shall normally be present with their guests in the Faculty Centre.
- 24.3 Members are asked to be sensitive to the fact that the Faculty Centre is primarily a meeting and social space for MRFA Members, some of whom may be uncomfortable sharing that space with current Mount Royal students, particularly during Attitude Adjustment and other social functions. As per the Bylaws, student guests require the approval of any member of the Executive Board or of the Executive Board for groups of three (3) or more students.
- 24.4 Members of management, who are not Social Members of the MRFA, will not be invited to MRFA social events.

25 Faculty Centre Rentals and Catering

25.1 Aims

25.1.1 The Faculty Centre is a Mount Royal University facility leased to the MRFA primarily for exclusive use by the Association and its members. The Centre is the Association's venue for social and professional interaction. Use of the Centre by others is a limited privilege and must be authorized by the Association. Faculty Centre bookings are made through the Faculty Centre Coordinator in accordance with the current guidelines and fee schedule established by the Association.

25.1.2 No contents of the faculty centre nor any MRFA property stored in adjacent areas shall be lent out nor rented for use off site.

25.2 Principles

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

25.3 Booking Access and Priority

- 25.3.1 Any Association member, at the discretion of the Faculty Centre Coordinator, may book the Faculty Centre for meetings or events outside regular hours. Any booking made during regular hours shall be considered with regards to maintaining the regular functions of the MRFA and the workload of the Faculty Centre Coordinator. All bookings in the Faculty Centre shall be subject to the rental rates and service costs outlined in this policy.
- 25.3.2 Bookings for the Faculty Centre shall be on a first come, first-served basis, with the proviso that MRFA meetings and events have priority use of the facility during regular hours: 7:30 a.m. to 4:00 p.m. Monday - Thursday and 7 a.m.- 7 p.m. Fridays. The Faculty Centre is closed and unavailable for any bookings June 15 – August 14 and December 21 – January 3.
- 25.3.3 Bookings in the faculty centre may include use of the meeting rooms, lounge space and available technology. Any peripheral devices the MRFA does not have on hand are to be procured by the individual booking the space. The kitchen may only be used if a staff member is present, and the office spaces are not available for use for any purpose.
- 25.3.4 All Regular Members of the Association in good standing are entitled to book the Centre and/or its meeting rooms at no cost for meetings or other events that are related to the Association or in their capacity as academic staff, or for private events (within or outside regular hours) not requiring food or bar service or other MRFA staff support. Bookings not related to the Association or members' roles as academic staff require an extension of the Association's liability insurance coverage: such bookings shall only be confirmed after coverage has been obtained by the Association.
- 25.3.5 The Faculty Centre may be reserved by Associate Members, Honorary Members, Social Members and Members Emeriti at no cost for meetings or other events that are related to the University and occur during regular business hours.
- 25.3.6 Regular Members in good standing serving in the role of liaison with Student Clubs or Societies which are recognized by the Students' Association of Mount Royal University may book the faculty centre on behalf of the student group, at no cost, with the following conditions being met:
- The faculty member making the booking must be present for the duration of the event,
 - The event and/or group's purpose must be academic in nature,
 - The event must not interfere with the regular operations or purpose of the Faculty Centre,
 - An extension of the Association's liability coverage must be obtained in advance,

- The event must be approved by the Executive Board,
- Bar service shall not be provided, and
- If food service is requested, the booking shall only be confirmed at the discretion of the Faculty Centre Coordinator.

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

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

25.4 Rates and Billing

25.4.1 The MRFA will provide a quote in advance for all bookings requiring food and/or service. Bookings will not be confirmed nor will any food or service be provided till the MRFA receives written acceptance and confirmation of the quote as provided.

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

25.4.3 Liquor Service:

25.4.3.1 An MRFA employee with Alberta Service Intervention Certification must be present if liquor is being served. Only Staff and Officers of the Association and members serving in their capacity as members of the Social Events Committee, who have the required certification, are permitted to assist in liquor service.

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

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

25.5 Food Preparation

All food, including for MRFA events, shall be prepared on site in the Association's Alberta Health Services licenced kitchen. Where exceptions are made, with prior approval from the MRFA President, food shall be provided only by a licensed caterer.

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

- 25.5.2 All food shall be purchased from identified suppliers with the aim to limit transportation costs and/or risks, to ensure that costs are maintained.
- 25.5.3 Food options provided shall be inclusive relating to all dietary requirements.
- 25.5.4 Identified suppliers, processes and details relating to articles 24.5.2 and 24.5.3 shall be included in the Staff Policy appendix.

25.6 Faculty Centre Rental and Service Fees

- 25.6.1 Services provided include buffet catering, liquor service, set up and light clean-up. Table service and bussing are not provided.
- 25.6.2 \$50.00 per hour (including procurement and prep time) for MRFA staff time when scheduled outside regular work hours. \$100.00 per hour (including prep time) for work scheduled on Holidays.
 - Events booked during regular hours may still be subject to service fees due to procurement and preparation and other workload factors which occur outside regular hours.
 - Additional staff service fees may be charged in accordance with the Association’s staffing policy if the event requires staff in addition to the Faculty Centre Coordinator.
 - All payments to Association staff for service fees shall be processed by MRU payroll. Payroll payment requisition forms shall be submitted by the Senior Administrative and Faculty Relations Officer after a signed catering payment form has been received.
- 25.6.3 Food is charged at cost. Beverages are charged according to the posted prices in the Faculty Centre.
- 25.6.4 The person(s) hosting the event are liable for any damages incurred.
- 25.6.5 See MRFA room booking form for any additional regulations on Faculty Centre use.
- 25.6.6 For MRFA functions, food and beverage provision will be determined by the Faculty Centre Coordinator in consultation with MRFA committees as appropriate.

	Regular Hours	After Hours	Staff Service ²	Snacks ³
Member Booking ¹	No cost	No cost	\$50.00 per hour ⁴	\$25.00

¹ An MRFA member or MRFA employee must be present. An MRFA employee will be paid at the rate in column four.
² The member booking the services will pay this rate for all time required to procure and prepare food, set up, host and/or clean up from events scheduled outside the regular work hours of the Faculty Centre Coordinator or which otherwise impact the regular work of the Faculty Centre Coordinator. \$18.00 per hour will be charged for any additional staff required.
³ See item 4.3.3.2
⁴ Service will be charged at the rate of \$50.00 per hour regular pay. On Holidays the Fee for Service shall be double time and a half: \$100.00 per hour.

26 Television Policy

- 26.1 The faculty centre television is intended for professional use only during regular hours. Use shall normally be limited to displaying the following:

- 26.1.1.1 digital copies of posters and flyers, in accordance with the Poster and Flyer policy, when the television is not otherwise in use,
- 26.1.1.2 presentations for events being held in the centre, and
- 26.1.1.3 news coverage with a significant impact on PSE, such as Faculty Associations' job action, elections, or budgets. If deemed appropriate, on the rare occasion when this coverage is displayed on the television, it may be muted and close captioned to ensure minimal disruption to members using the centre.

26.2 MRFA staff are responsible for ensuring proper use of the television at all times.

26.3 At all times, staff and members using the television shall use their professional discretion regarding viewing content and volume. Concerns about content displayed on the TV and/or volume levels shall be referred to the Faculty Centre Management Committee.

27 Policy Against Abusive Conduct

The Mount Royal Faculty Association is committed to building and preserving a safe, productive, and healthy working environment within the scope of MRFA operations, with the intent that no-one suffers discrimination, harassment or violence for any reason, at any time, during their work as an MRFA employee or MRFA Executive Board member.

This policy does not apply to interactions between members during their interactions as MRU employees, as the employer governs these matters through MRU policies and procedures. This policy is not intended to interfere with or prevent free speech within the law, or to prescribe and impose notions of 'civility' in everyday interactions.

"Nothing in the MRFA policy precludes individuals reporting violence or harassment to the police. If a member feels that their life is being threatened or that harassment might reach a physical level, the MRFA encourages members to directly report the instances to the police before informing the MRFA. In certain circumstances, the MRFA will report instances of violence and ongoing harassment to the police."

27.1 Definitions

Discrimination

Discrimination is the act of treating an individual or group differently, unfairly and usually to their detriment, because of their racial or ethnic origin, religion or belief, disability, age, sex, sexual orientation, other personal characteristics, or any protected grounds under Alberta Human Rights Legislation.

Violence

Violence, whether at a work site or work related, is defined by the Alberta Occupational Health and Safety (OHS) Act as the threatened, attempted or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm, and includes domestic or sexual violence.

Workplace violence can include, but is not limited to:

- physical attack or aggression (e.g. hitting, shoving, pushing or kicking a worker; throwing an object at a worker; kicking an object the worker is standing on, such as a ladder);
- threatening behaviour (e.g. shaking a fist in a worker's face, wielding a weapon at work, trying to hit a worker, trying to run down a worker using a vehicle or equipment such as a forklift, destroying property or throwing objects);

- verbal or written threats (e.g. verbally threatening to attack a worker, leaving threatening notes or sending threatening emails to express an intent to inflict harm on a worker);
- domestic violence; and
- sexual violence.

Harassment

The OHS Act defines harassment as any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the person knows or ought reasonably to know will or would cause offence or humiliation to a worker, or adversely affects the worker's health and safety, and includes: conduct, comments, bullying or actions because of race, religious beliefs, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression and sexual orientation; or a sexual solicitation or advance.

Harassment is improper conduct by an individual that is directed at and offensive to another individual in the workplace, including at any event or any location related to work. It comprises objectionable act(s), comment(s) or display(s) that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat, in-person, by phone, via email or other social media, or in writing.

Harassing behaviour can include, but is not limited to:

- name calling, harassing messaging (i.e. texts, phone calls and emails), spreading rumours;
- referring to a person using terms or pronouns that do not align with the person's affirmed gender;
- fist shaking, yelling;
- exclusion or isolation of individuals;
- standing too close or making inappropriate gestures/comments;
- intentionally withholding information or giving the wrong information; and
- displaying or circulating offensive pictures or materials in print or electronic form.

Harassment does not include any reasonable conduct of an employer or supervisor related to the normal management of workers or a work site. For example, the day-to-day management of operations, performance at work or absenteeism, the assignment of tasks, reference checks, and the application of progressive discipline, up to and including termination, are not harassment, as long as these are done in a non-discriminatory manner.

27.2 Process for Addressing Abuse

If an MRFA staff member or Executive Board member believes they are being abused (via discrimination, violence or harassment) while conducting MRFA business, they are encouraged to seek resolution by first, making clear to the person, if possible, that they do not welcome the behaviour. They can do so either on their own, verbally or in writing, or with the assistance of another party. Also, they should indicate that they will take further action if the behaviour continues. If the behaviour persists or if they feel uncomfortable approaching the person, they are to contact the MRFA President who will investigate the matter as per the process outlined below. Should a member of the MRFA Executive Board be the subject of the complaint, an external third party will be appointed to investigate the matter in lieu of the MRFA President. Under other circumstances, even when a member of

the MRFA Executive Board is not the subject of the complaint, the MRFA Executive Board may determine that it is best to have the investigation process conducted by a third party.

The complaint process is as follows:

8. *Making a Complaint*

- 1.1. All complaints made by any person must be submitted at any time, in writing, to the investigator. The written complaint will include a full description of the harassment or violence event(s), including dates and times, locations, and names of any witnesses.

2. *Documenting and Following-Up a Complaint*

- 2.1. A copy of the written complaint shall be provided to the respondent within five (5) days of its receipt and the respondent shall be invited to reply, in writing, within ten (10) days.
- 2.2. The reply shall be provided to the complainant before the case proceeds and the complainant invited to respond, in writing.
- 2.3. A preliminary review of the complaint and response(s) will be made to determine:
 - 2.3.1. If a mutually agreeable resolution between the complainant and respondent is possible, having regard to all applicable factors; or
 - 2.3.2. If reasonable grounds exist to continue with a formal investigation.

3. *Investigating a Complaint*

- 3.1. If a formal investigation is decided, the complaint recipient shall conduct a formal investigation.
- 3.2. The complaint recipient shall identify and implement actions to follow-up on the complaint. These shall include interviewing and/or receiving written statements from witnesses.
- 3.3. The complaint recipient shall recommend further actions and/or consequences, including disciplinary action, which must be proportionate to the seriousness of the situation, as is the intent of this policy.
 - 3.3.1. Resolution of substantiated allegations of violence and/or harassment may include, but not be limited to, apology, reprimand and, possibly, referral to relevant Mount Royal University Policies. Employees found to have committed workplace harassment or violence may be subject to disciplinary action as MRU policies.
- 3.4. The complaint recipient shall ensure at the conclusion of an investigation that:
 - 3.4.1. The respondent is notified of the investigation's conclusions and of further actions, if any;
 - 3.4.2. The complainant is notified, where appropriate, of the investigation's conclusions and general outcome.
- 3.5. The reported incident may be forwarded, as required or permitted by applicable law, to external agencies including, but not limited to, the appropriate law enforcement agency or professional body.

27.3 False Claims

Vexatious claims of discrimination, violence and/or harassment are themselves infractions of this policy.

Appendix I: Confidentiality Statement

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

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

I realize that I will gain access to information that is confidential and/or proprietary during the time that I serve on the MRFA Executive Board or as an employee of the MRFA. This includes, but is not limited to, information regarding grievances, discussions pertaining to particular individuals, performance evaluations of MRFA staff, consultations with the Negotiating Committee as outlined in Article 10.15 of the Bylaws, discussions about Mount Royal University business with university administrators, and all matters on the agenda of the in camera section of an MRFA Executive Board meeting. The in-camera section of an Executive Board meeting is wholly confidential, and discussion of matters not in this section, in other meetings, and outside of meetings may involve confidential information.

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

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

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

Furthermore, I understand that I have an obligation to disclose and appropriately manage any potential, perceived or actual competing interest or conflict of interest as defined by Article 9.4.3 of the Collective Agreement and any applicable university Policy, as they would apply to the business of the MRFA.

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

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

Name	Position
Signature	Date

MRFA Confidentiality Agreement	
Purpose	This agreement documents the responsibilities of members of the Mount Royal Faculty Association Committees to protect the confidentiality of MRFA business and to disclose any business or personal relationship that may present a conflict of interest. It extends the Confidentiality Article of the MRFA Bylaws and is in conformity with PIPA.
Date	December 18, 2020

Confidentiality and Conflict of Interest Disclosure Statement for Mount Royal Faculty Association Committee Members

I realize that I will gain access to information that is confidential and/or proprietary during the time that I serve on an MRFA Committee. This includes, but is not limited to, information regarding grievances, discussions pertaining to particular individuals, matters pertaining to collective bargaining, discussions about Mount Royal University business with university administrators, and other matters on the committee agendas of a confidential nature.

Minutes of Committees are approved by Committees and submitted to the Executive Board for information. Committee notes are deemed confidential.

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

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

Furthermore, I understand that I have an obligation to disclose and appropriately manage any potential, perceived or actual competing interest or conflict of interest as defined by Article 9.4.3 of the Collective Agreement and any applicable university Policy, as they would apply to the business of the MRFA.

I hereby certify that I have read, understand and agree to abide by this agreement, the documents

it refers to, the MRFA Bylaws, and the MRFA Policies and Procedures Manual.

Name

Position

Signature

Date

Appendix II: MRFA Reimbursement Form



MRFA Reimbursement Form

Name: _____
The name the reimbursement should be payable to

Date: _____
Date of request for reimbursement

Function: _____

Function Date: _____

Total Amount: _____

Breakdown of Expenses:

Mailing address
(if applicable): _____

RECEIPTS REQUIRED*

*Receipts for per diem and mileage expenses not required.

For Office Use only

Account: _____

Additional Information:

Appendix IV: Waiver of Association Representation

Waiver of Association Representation	
Purpose	This waiver documents the decision of an MRFA member to waive their right to have an Association representative present during a meeting. A copy of this signed form shall be submitted to the MRFA immediately upon a meeting being scheduled.
Scope	<p>“An Employee shall have the right to have a member of the Association Executive present at any meeting that the Employee believes might be the basis of discipline.”</p> <p>A member may waive their right to Association representation for any meeting “that the Employee believes might be the basis of discipline.”</p>
Date	February 26, 2020

I hereby waive my right to Association representation during a meeting scheduled to take place on _____ . I understand that this is a waiver for this scheduled meeting only, and that I “shall have the right to have a member of the Association Executive present at any [future] meeting that [I believe] might be the basis of discipline.” By signing this waiver, I do not waive my rights to disclose the details of this scheduled meeting to a representative of the Association.

Name (please print)

Appointment Category

Signature

Date

**Conflict of Interest and Apprehended Bias
Self-Assessment Checklist (Policy Appendix)**

Do I stand to gain or lose economically/professionally/academically/personally as a result of the outcome of this decision? YES NO

Does anyone with whom I have a close relationship stand to gain or lose economically/professionally/academically/personally as a result of the outcome of this decision? YES NO

If the answer is yes to either of the above questions, a Board member should recuse themselves on the basis of a real or perceived conflict of interest. If you have answered no, continue to next questions.

Do my personal/professional/academic relationships leave me unable to represent the member in jeopardy fairly and in a manner that is not arbitrary?

Do my public statements on an issue related to the Collective Agreement or about a person indicate an entrenchment of position that leaves me unable to represent the member in jeopardy fairly and in a manner that is not arbitrary?

If the answer is yes to either of the above questions, a Board member should recuse themselves on the basis of bias, real or apprehended conflict of interest.

If unsure, outline the case to the Executive Board in writing and submit to the Senior Administrative and Faculty Relations Officer who shall bring it to the Executive Board to consider in closed session as outlined in Article 10.3.5