

# **Collective Bargaining Ratification Package**

## of agreement for July 1, 2020 to June 30, 2024

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# **Message from Negotiating Committee.**

February 16, 2022,

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The Deal in a nutshell:

- Contains 57 Green Sheets
- A Compensation increase of ~4.25% over 4 years
  - 1% (complicated/uneven) at ratification
    - Contract Faculty Grid Rationalization [~50% of the 1%]
    - Benefits premium payments switched to 80% paid by Employer, 20% paid by Employee (from 50/50 dental, 75/25 Extended Health) [~50% of the 1%]
      - Applies to 93% of Full-time Employees, 45% of Contract Employees
  - 1.25% (simple, all grids) 1 April 2023
  - 1.5% (simple, all grids) 1 December 2023
  - 0.5% (all grids, “gain sharing”) February 2024, retroactive to 1 December 2023.
- Job Security
  - Financial Emergencies clause
  - Privileging of “seniority” in Contract Faculty course allocation (“relatively equal” clause)
- Benefits
  - Any changes to Benefits package require prior consultation with Association
- Workload
  - Joint taskforce (3 reps and alternates both sides with external facilitator)
    - Consider faculty workload overall, pathways to Senior Lecturer for Contract Faculty, pathways to tenure for Senior lecturers.
  - “Rollover” of unused sabbaticals
  - Cross-appointment for Senior Lecturers
- Equity
  - Indigenization
  - JDEC becomes JEDI (Joint Equity Diversity and Inclusion committee)
    - Broadened mandate to consider intersectionality
  - EDI training (and specialized for committees)
  - Protected grounds expanded (Accent)

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This round of negotiations has taken two years, involved more than forty bargaining sessions with the employer, two days of informal mediation, and a formal mediation that played out over two and a half weeks. It resulted in 57 Green Sheets agreeing to changes to the Collective Agreement.

The points of agreement assembled here were attained through the work of more than one Negotiations Committee. We would like to acknowledge all the members who have given service during this protracted round that was complicated by the circumstances of the pandemic:

- Anupam Das (2019-2021)
- Brenda Lang (2020-2022)
- Brent Oliver (2021-2022)
- Charles Hepler (2019-2021)
- Christian Cook (2019-2020)
- D.A. Dirks (2020-2021)
- Kirk Niergarth (2021-2022)
- Pearl Herscovitch (2019-2020; 2021-2022)
- Richard Erlendson (2019-2021)
- Tracy Powell (2020-2022)

We would like to specially acknowledge and thank Derrick Antson for his extraordinary work and guidance over the course of this negotiation. Not only has Derrick worked hard -- and, truly, he has worked extremely hard -- he has provided us with wisdom, kindness, and good humour that have been both inspiring and, at times, much needed.

The MRFA Executive Board has provided the Negotiations Committee with significant support and, appropriately, pushed us to advocate strongly in the interest of our members.

Finally, and most importantly, we would also like to thank the many members who have attended meetings, asked questions, sent notes of support, engaged themselves in the process and demonstrated willingness to contemplate job action. Certainly, without your activism, progress at the table would have been much more challenging.

You will make your own evaluation of this revised Collective Agreement. Obviously, a negotiation involves two sides and the MRFA has many issues it will continue to push for in future rounds after this one. What we can say with confidence is that we took our responsibility to bargain on your behalf seriously, we pursued our common interests vigorously, and we believe we have made as much progress as we can make at the table at this juncture.

On behalf of the Negotiations Committee,  
Kirk Niergarth, VP Negotiations.

# **Summary of Topics of Agreement.**

## **Summary of Topics of Agreement (Green Sheets)**

### **Compensation and Benefits**

- Green Sheet 23 – Signed 2021-05-19 – Article 16.8.1.6.
  - The parties agreed to add a clause that clarifies that Contract Employees who have an absence in their employment related to the birth or adoption of a child, do not need to requalify for health benefits, but instead may continue their eligibility from prior to the absence.

### **Clarity and Consistency of the Agreement**

- Green Sheet 10 – Signed 2020-11-20 – Article 17.2.6.
  - The parties agreed to modify the clause to provide clarity that the Board may relieve an Employee from all of their job responsibilities, and not just teaching activities.
- Green Sheet 11 – Signed 2020-11-20 – Article 17.7.2.
  - The parties agreed to modify the clause to ensure that there is consistent numbering throughout the article and to remove the requirement for internal or external peer evaluations in the sabbatical application process.
- Green Sheet 12 – Signed 2020-11-20 – Article 4.14.6.
  - The parties agreed to modify the clause to remove the requirement that reappointments, within the redundancy provisions, do not require approval from the University Tenure and Promotion Committee.
- Green Sheet 13 – Signed 2020-11-20 – Article 28.4.1.
  - The parties agreed to modify the clause to provide clarity that the number of required student evaluations of instruction may be increased by the Employee or decreased by the Employee's Dean.
- Green Sheet 14 – Signed 2021-01-26 – Article 28.5.1.
  - The parties agreed to modify the clause to provide clarity that the number of required peer evaluations may be increased by the Employee or decreased by the Employee's Dean.
- Green Sheet 15 – Signed 2021-02-26 – Article 1.15.
  - The parties agreed to modify the clause to clarify that an Employee can only be cross-appointed between two Academic Units.
- Green Sheet 16 – Signed 2021-02-03 – Article 4.6.1.
  - The parties agreed to modify the clause to allow for an Employee's cross-appointment to be for an indefinite amount of time.
- Green Sheet 17 – Signed 2021-02-03 – Article 5.
  - The parties agreed to modify the article to allow Senior Lecturers to be cross-appointed and to elements of clarification.
- Green Sheet 18 – Signed 2021-02-03 – Articles 6.13 to 6.25.
  - The parties agreed to modify the clauses to allow Senior Lecturers to be cross-appointed and to elements of clarification.
- Green Sheet 19 – Signed 2021-02-03 – Article 28.
  - The parties agreed to modify clauses to provide guidance regarding the evaluations of Senior Lecturers.
- Green Sheet 20 – Signed 2021-02-27 – Article 14.15.

- The parties agreed to modify the clause to provide a definitive date by which the Association must report to the Board related to funding for Contract Opportunities for Service.
- Green Sheet 21 – Signed 2021-02-27 – Article 19.12.16.1.
  - The parties agreed to modify the clause to provide clarity that the Board shall report annually the distribution of funds related to patents and related intellectual property if necessary.

#### Workload

- Green Sheet 6 – Signed 2020-10-29 – Article 14.6
  - The parties agreed to modify the clause to clarify how the Department Average is calculated.
- Green Sheet 7 – Signed 2020-10-29 – Article 14.4.3
  - The parties agreed to delete the clause, as it had become redundant as a result of Green Sheet 6.
- Green Sheet 8 – Signed 2020-10-29 – Article 14.5.4
  - The parties agreed to delete the clause, as it had become redundant as a result of Green Sheet 6.
- Green Sheet 9 – Signed 2020-11-13 – Article 10.3.7
  - The parties agreed to modify the clause, adding eligibility for years credited towards the probationary period based upon full-time academic staff appointment external to MRU.
- Green Sheet 48 & 49 – Signed 2022-02-11 – Articles 4.7-4.8 and Article 14.14.
  - The parties agreed to make changes to the sessional appointment and reappointment process, including clarity related to appointment eligibility and the course allocation process, the role of seniority, and maximum instructional loads.

#### Employment Equity & Workplace Environment

- Green Sheet 1 – Signed 2020-05-21 – Article 17.2.8
  - The parties agreed to modify the clause to clarify that Employees have access to medical leaves as the result of domestic violence or sexual violence, as well as other situations not contained within the list.
- Green Sheet 2 – Signed 2020-05-21 – Article 22.3.1
  - The parties agreed to modify the clause to remove the word “proper” as it is not used within the *Occupational Health and Safety Act* and cannot be operationalized.
- Green Sheet 3 – Signed 2020-09-03 – Article 22.1.1
  - The parties agreed to add clarification to the clause, expanding the proactive language regarding “employment” and to add “accent” as a protected area within the collective agreement.
- Green Sheet 4 – Signed 2020-10-04 – Article 24.4
  - The parties agreed to modify the clause, adding a requirement that Employees participate in broad-based diversity, equity and inclusion training, and that committee members participate in specific training related to diversity, equity and inclusion.
- Green Sheet 5 – Signed 2020-10-04 – Articles 4.18, 6.2.5, 6.14.3.5, 9.1.10, 9.2.12, 9.3.6, and 27.1.7.

- The parties agreed to add specific references within the collective agreement related to which committees shall receive the specific training outlined in Green Sheet 4.
- Green Sheet 43 – Signed 2022-01-17 – Article 24.3
  - The parties agreed to modify the clause providing clarity regarding the parameters for the Joint Committee.

#### Indigenization

- Green Sheet 24 – Signed 2021-05-21 – Article 13.1.4.
  - The parties agreed to modify the clause to provide clarity that Indigenous Knowledge can be considered in the credential placement parameters of Full-time Employees.
- Green Sheet 25 – Signed 2021-05-21 – Article 13.3.2
  - The parties agreed to modify the clause to provide clarity that Indigenous Knowledge can be considered in the credential placement parameters of Contract Employees.
- Green Sheet 26 – Signed 2021-05-21 – Article 15.6
  - The parties agreed to modify the clause to allow the MRU President to declare an additional holiday day that is in alignment with an established Canadian Indigenous holiday.
- Green Sheet 27 – Signed 2021-05-21 – Article 29
  - The parties agreed to add a new article entitled “Indigenization” that recognizes the parties’ commitment to Indigenization in all aspects of recruitment, hiring, reappointment, and promotion, while allowing that mandatory training related to Indigenization take place in addition to other mandatory training.

#### Department Chairs

*No agreements were reached related to this issue.*

#### Job Security

- Green Sheet 35 – Signed 2021-11-02 – MOU re. Financial Emergencies.
  - The parties agreed to transition the memorandum of understanding to an article within the collective agreement.

#### Tenure & Promotion

- Green Sheet 41 – Signed 2022-01-17 – Article 4.3.
  - The parties agreed to modify the clause, adding eligibility for years credited towards the probationary period to be granted during the hiring process.
- Green Sheet 42 – Signed 2022-01-17 – Article 10.3.7.
  - The parties agreed to modify the clause, adding eligibility for years credited towards the probationary period to be granted during the hiring process.

#### Faculty Development Funding

- Green Sheet 22 – Signed 2021-04-30 – Article 18.1.
  - The parties agreed to modify the clause to clarify that the division of the Professional Development funds is based upon Faculty.
- Green Sheet 34 – Signed 2021-11-02 – Guidelines of the Faculty Development Fund.



- The parties agreed to modify the document to improve consistency of application of eligibility criteria across Faculties and to remove the reporting requirements.

#### MOUs, Editorial and Housekeeping

- Green Sheet 28 – Signed 2021-11-02 – MOU re. Joint Committee for the Review and Interpretation of the Agreement.
  - The parties agreed to transition the memorandum of understanding to an article within the collective agreement.
- Green Sheet 29 – Signed 2021-11-02 – MOU re. the Potential Transition to New Software for the Faculty Annual Report.
  - The parties agreed to modify the memorandum of understanding to provide clarity now that the software has been implemented.
- Green Sheet 30 – Signed 2021-11-02 – MOU re. Application of the Collective Agreement to Employees Working in Student Counselling.
  - The parties agreed to modify the memorandum of understanding to provide clarity regarding reporting requirements.
- Green Sheet 31 – Signed 2021-11-02 – MOU re. the Creation and Phasing-in of Senior Lecturers.
  - The parties agreed to modify the memorandum of understanding to provide clarity now that creation and phasing-in of Senior Lecturers is underway.
- Green Sheet 32 – Signed 2021-11-02 – MOU re. Items Referred to the Joint Committee for Interpretation of the Collective Agreement.
  - The parties agreed to delete this memorandum of understanding.
- Green Sheet 33 – Signed 2021-11-02 – MOU located on page 139.
  - The parties agreed to delete this memorandum of understanding.
- Green Sheet 36 – Signed 2021-11-02 – Article 17.7.
  - The parties agreed to modify the minimum available sabbaticals each year.
- Green Sheet 37 – Signed 2021-11-02 – MOU re. Sabbatical Leaves.
  - The parties agreed to delete this memorandum of understanding.
- Green Sheet 38 – Signed 2022-01-17 – Article 17.
  - The parties agreed to delete clauses that are no longer applicable.
- Green Sheet 39 – Signed 2022-01-17 – Article 27.6.
  - The parties agreed to delete clauses that are no longer applicable.
- Green Sheet 40 – Signed 2022-01-17 – MOU re. Contracting Out of Teaching and Related Activities in the Department of Education.
  - The parties agreed to create a memorandum of understanding to address this issue.
- Green Sheet 44 and 45 – Signed 2022-02-10 – Articles 16.1 and 17.2.
  - The parties agreed to amend the language regarding benefits plans administration and short-term disability provisions.
- Green Sheets 46 & 47 – Signed 2022-02-11 – Article 22.2 and MOU re. Re-evaluation of Ongoing Accommodation of Disabled Academic Staff.
  - The parties agreed to create new clauses in the agreement regarding the duty to accommodate and the process for accommodation requests. As a result of these changes the parties also agreed to delete the MOU Re-evaluation of Ongoing Accommodation of Disabled Academic Staff.
- Green Sheet 50 – To be Signed – Various Articles.

- The parties agreed to amend various articles to address typographical, formatting, and cross-referencing errors.
- Green Sheet 51 – Signed 2022-02-11 – MOU re. the Transition to a Biweekly System of Pay.
  - The parties agreed to sign MOU outlining a joint committee to support the process for transitioning to a biweekly system of pay.
- Green Sheet 52 – To be Signed – MOU re. Article 24 - Diversity and Equity.
  - The parties agreed to amend this MOU to reflect progress made and outstanding commitments related to implementing required action deriving from the Pay Equity Review.
- Green Sheet 53 – To be Signed – Appendix B.
  - The parties agreed to make minor changes to appendix B that reflect the implementation of the Faculty-180 annual reporting system.

ESA

- Accepted 2021-06-24.

# **Green Sheets.**

The parties hereby agree to the following changes/amendments to Article 17.2.8 as a solution to Employment Equity and Workplace Violence and how the parties can protect our Employees from discrimination, harassment, and/or workplace violence:

Current Language

17.2.8 An Employee may be eligible for short term or Long Term Disability benefits when the Employee is unable to perform their work responsibilities due to gender reassignment surgery, treatment for substance addiction, or organ donation.

Proposed Language

17.2.8 An Employee ~~may be~~ is may be eligible for short term or Long Term Disability benefits when the Employee is unable to perform their work responsibilities ~~due to~~ for reasons that may include, but are not restricted to, the following gender reassignment surgery, treatment for substance addiction, domestic violence, sexual violence, or organ donation.

Language as Revised

17.2.8 An Employee may be eligible for short term or Long Term Disability benefits when the Employee is unable to perform their work responsibilities for reasons that may include, but are not restricted to, the following gender reassignment surgery, treatment for substance addiction, domestic violence, sexual violence, or organ donation.

Rationale for Change

The reasons for this change are as follows:

- To recognize that the Board already makes arrangements to provide paid leaves for reasons such as domestic violence, sexual violence, treatment for substances addiction, etc.
- To educate the membership about what type of reasons they can expect to receive a paid leave for.
- To allow the Board with flexibility in providing paid leaves for reasons over and above the reasons listed.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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Date

The parties hereby agree to the following changes/amendments to Article 22.3.1 to make the language consistent with Occupational Health and Safety Act:

Current Language

22.3.1 The Board shall make reasonable and proper provisions for a safe and healthy workplace environment.

Proposed Language

22.3.1 The Board shall make reasonable ~~and proper~~ provisions for a safe and healthy workplace environment.

Language as Revised

22.3.1 The Board shall make reasonable provisions for a safe and healthy workplace environment.

Rationale for Change

The reasons for this change are as follows:

- To recognize that “proper,” unlike “reasonable,” is not a term used in this context in the *Occupational Health and Safety Act*, and cannot be operationalized.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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Date

The parties hereby agree to the following changes/amendments to Article 22.1.1 as a solution to Employment Equity and Workplace Violence and to provide clarity regarding the prohibition of discrimination:

Current Language

22.1.1 The Board, the Association and Employees shall not discriminate against, Employees with respect to employment on the grounds of race, religious or political beliefs, colour, gender, gender identity, gender expression, sexual orientation, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, or membership or activity in the Association as provided under the terms of this Agreement. The foregoing does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational qualification.

Proposed Language

22.1.1 The Board, the Association and Employees shall not discriminate against, Employees with respect to employment (e.g., hiring, promotion, and retention) on the grounds of race, religious or political beliefs, colour, gender, gender identity, gender expression, sexual orientation, physical or mental disability, age, ancestry, place of origin, accent, marital status, source of income, family status, or membership or activity in the Association as provided under the terms of this Agreement. The foregoing does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational qualification.

Language as Revised

22.1.1 The Board, the Association and Employees shall not discriminate against, Employees with respect to employment (e.g., hiring, promotion, and retention) on the grounds of race, religious or political beliefs, colour, gender, gender identity, gender expression, sexual orientation, physical or mental disability, age, ancestry, place of origin, accent, marital status, source of income, family status, or membership or activity in the Association as provided under the terms of this Agreement. The foregoing does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational qualification.

Rationale for Change

The reasons for these changes are as follows:

- Adding/ expanding proactive language.
- To recognize that employees with accents shall not be discriminated.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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Date

The parties hereby agree to the following changes/amendments to Article 24.4 as a solution to Employment Equity and Workplace Environment:

Current Language

24.4 All University postings for Employees shall contain a diversity statement that illustrates the University's commitment to supporting and promoting equity in employment.

24.4.1 The University shall prepare hiring committees to ensure they are able to operationalize the diversity statement.

Proposed Language

24.4 All University postings for Employees shall contain a diversity statement that illustrates the University's commitment to supporting and promoting equity in employment.

24.4.1 ~~The University shall prepare hiring committees to ensure they are able to operationalize the diversity statement.~~ To support and foster a shared commitment to diversity, equity and inclusion, Employees shall participate in broad-based diversity, equity and inclusion training.

24.4.2 In addition to the training in Article 24.4.1, specific orientation and training shall be provided for all members and alternates serving on committees related to all aspects of recruitment and promotion, and members and alternates shall undertake this training annually, and prior to commencing work on such committees.

24.4.3 The development and delivery of the training, specified in Articles 24.4.1 and 24.4.2, shall be a collaborative effort between the Association and the University.

Language as Revised

24.4 All University postings for Employees shall contain a diversity statement that illustrates the University's commitment to supporting and promoting equity in employment.

24.4.1 To support and foster a shared commitment to diversity, equity and inclusion, Employees shall participate in broad-based diversity, equity and inclusion training.

24.4.2 In addition to the training in Article 24.4.1, specific orientation and training shall be provided for all members and alternates serving on committees related to all aspects of recruitment and promotion, and members and alternates shall undertake this training annually, and prior to commencing work on such committees.

24.4.3 The development and delivery of the training, specified in Articles 24.4.1 and 24.4.2, shall be a collaborative effort between the Association and the University.

Rationale for Change

The reason for these changes is:

- Educating and training members of the University community on issues related to diversity, equity and inclusion.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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Date



The parties hereby agree to add the following articles to the Collective Agreement as solutions to Employment Equity and Workplace Environment:

Current Language

N/A

New Language as Agreed by Both Parties

4.18 Diversity, Equity and Inclusion Training

4.18.1 Members serving on an appointment committee shall take the training specified in Article 24.4.2.

9.1.10 Members and alternates serving on a Tenure Committee shall take the training specified in Article 24.4.2.

9.2.12 Members and alternates serving on a Promotion Committee shall take the training specified in Article 24.4.2.

9.3.6 Members and alternates serving on the UTPC shall take the training specified in Article 24.4.2.

6.2.5 Members serving on a Laboratory Instructor Standing Committee shall take the training specified in Article 24.4.2.

6.14.3.5 Members serving on a Senior Lecturer selection committee shall take the training specified in Article 24.4.2.

27.1.7 Members serving on a Chair selection committee or Associate Dean selection committee or Academic Director selection committee shall take the training specified in Article 24.4.2.

Rationale for Change

The reason for these changes is:

- Educating and training members of the University community on issues related to diversity, equity and inclusion.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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Date

The parties hereby agree to the following changes/amendments to Article 14.6 as a solution to Workload and address the recommendations of the Joint Department Average Working Group:

Current Language

14.6 Department Average

The department instructional load shall be maintained at a weighted average based on a full-time load of 384 SICH annually for all Employees in the TS work pattern and a full-time load of 288 SICH annually for all Employees in the TSS work pattern. Reductions below this level shall be at the approval of the Dean.

The weighted departmental average shall be calculated by multiplying the number of Employees in the department with full-time TS workload by 384; multiplying the number of Employees in the department with full-time TSS workload by 288; adding these two products together, and finally dividing by the total number of Employees with full-time workload (both TS and TSS) in the department.

$$\text{Departmental average} = \frac{(\text{number TS}) * 384 + (\text{number TSS}) * 288}{(\text{total number TS} + \text{TSS})}$$

Proposed Language

14.6 Department Average

~~The department instructional load shall be maintained at a weighted average based on a full-time load of 384 SICH annually for all Employees in the TS work pattern and a full-time load of 288 SICH annually for all Employees in the TSS work pattern. Reductions below this level shall be at the approval of the Dean.~~

14.6.1 Conceptual Department Average

The Conceptual weighted ~~D~~departmental Average shall be calculated by multiplying the Full-time equivalent (FTE) number of Employees in the Academic Unit department with full-time TS workload by 384 SICH; multiplying the FTE number of Employees in the Academic Unit department with full-time TSS workload by 288 SICH; adding these two products together, and finally dividing by the total FTE number of Employees with full-time workload (both TS and TSS) in the Academic Unit department.

Conceptual

$$\text{Departmental } \underline{A} \text{verage} = \frac{(\underline{FTE} \text{number TS}) * 384 + (\underline{FTE} \text{number TSS}) * 288}{(\text{total } \underline{FTE} \text{number TS} + \text{TSS})}$$

14.6.1.1 For the purposes of this article, the FTE of TS and TSS Employees shall be calculated in proportion to their instructional workload within the academic unit.

14.6.2 Actual Department Average

The Actual Department Average shall be calculated using the assigned instructional activities (and their associated SICH) undertaken by TS and TSS Employees in the Academic Unit.

14.6.2.1 In order to ensure the Actual Department Average is accurately determined, certain non-instructional activities are allocated SICH as part of this calculation. These activities include but are not limited to:

- i. Approved reassigned time (e.g., per Articles 14.9 and 27.2)
- ii. General illness and short-term disability leaves
- iii. Sabbaticals
- iv. Other approved leaves (e.g., medical, secondment) not accompanied by salary adjustment
- v. Other approved leaves (e.g., maternity leave, parental leave) accompanied by salary adjustment

14.6.2.2 Averaging of instructional load per Article 14.8.3 shall not be included in the calculation of the Actual Department Average. Provided the instructional obligations as outlined in the request for averaging of instructional load are being met, Full-time employees averaging their instructional load per Article 14.8.3 are counted as if they were teaching their normal amount in each of the 3 years (e.g. 288 SICH or 384 SICH).

14.6.2.3 The Actual Department Average shall be maintained at the Conceptual Department Average. Reductions of the Actual Department Average below the Conceptual Department Average shall require the approval of the Dean.

14.6.2.4 The Conceptual and Actual Department Averages for each Academic Unit shall be calculated by the Dean.

14.6.3 Reporting on the Department Average

The Provost and Vice-President, Academic shall report to the Association the conceptual and actual instructional (SICH) loads of Employees included in the Department Average by 1 September for the preceding Academic Year. The report shall clearly separate instructional and non-instructional activities allocated SICH (per 14.6.2.1), and be provided at the individual and Academic Unit level.

Language as Revised

14.6 Department Average

#### 14.6.1 Conceptual Department Average

The Conceptual Department Average shall be calculated by multiplying the Full-time equivalent (FTE) of Employees in the Academic Unit with full-time TS workload by 384 SICH; multiplying the FTE of Employees in the Academic Unit with full-time TSS workload by 288 SICH; adding these two products together, and finally dividing by the total FTE of Employees with full-time workload (both TS and TSS) in the Academic Unit.

Conceptual

$$\text{Department Average} = \frac{(\text{FTE TS}) * 384 + (\text{FTE TSS}) * 288}{(\text{total FTE TS} + \text{TSS})}$$

14.6.1.1 For the purposes of this article, the FTE of TS and TSS Employees shall be calculated in proportion to their instructional workload within the academic unit.

#### 14.6.2 Actual Department Average

The Actual Department Average shall be calculated using the assigned instructional activities (and their associated SICH) undertaken by TS and TSS Employees in the Academic Unit.

14.6.2.1 In order to ensure the Actual Department Average is accurately determined, certain non-instructional activities are allocated SICH as part of this calculation. These activities include but are not limited to:

- i. Approved reassigned time (e.g., per Articles 14.9 and 27.2)
- ii. General illness and short-term disability leaves
- iii. Sabbaticals
- iv. Other approved leaves (e.g., medical, secondment) not accompanied by salary adjustment
- v. Other approved leaves (e.g., maternity leave, parental leave) accompanied by salary adjustment

14.6.2.2 Averaging of instructional load per Article 14.8.3 shall not be included in the calculation of the Actual Department Average. Provided the instructional obligations as outlined in the request for averaging of instructional load are being met, Full-time employees averaging their instructional load per Article 14.8.3 are counted as if they were teaching their normal amount in each of the 3 years (e.g. 288 SICH or 384 SICH).

14.6.2.3 The Actual Department Average shall be maintained at the Conceptual Department Average. Reductions of the Actual Department Average below the Conceptual Department Average shall require the approval of the Dean.

14.6.2.4 The Conceptual and Actual Department Averages for each Academic Unit shall be calculated by the Dean.

14.6.3 Reporting on the Department Average

The Provost and Vice-President, Academic shall report to the Association the conceptual and actual instructional (SICH) loads of Employees included in the Department Average by 1 September for the preceding Academic Year. The report shall clearly separate instructional and non-instructional activities allocated SICH (per 14.6.2.1), and be provided at the individual and Academic Unit level.

Rationale for Change

- The reason for this change is to incorporate the recommendations of the Joint Department Average Working Group, issued 2019-11-19.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

29 October, 2020

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Date

The parties hereby agree to the following changes/amendments to Article 14.4.3 as a solution to Workload and address the recommendations of the Joint Department Average Working Group:

Current Language

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

Proposed Language

14.4.3 ~~Members of the Association shall provide full and accurate information for projected and actual instructional load reports as requested by the eighth (8th) week of a Fall or Winter semester. The Provost and Vice-President, Academic, shall provide a summary of actual instructional load to the Association by the last week of a semester. Article Empty.~~

Language as Revised

14.4.3 Article Empty.

Rationale for Change

- The reason for this change is to incorporate the recommendations of the Joint Department Average Working Group, issued 2019-11-19.
- Green Sheet #6 addresses this. Therefore, this article is no longer needed.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

29 October, 2020

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Date

The parties hereby agree to the following changes/amendments to Article 14.4.3 as a solution to Workload and address the recommendations of the Joint Department Average Working Group:

Current Language

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

Proposed Language

14.5.4 ~~Members of the Association shall provide full and accurate information for projected and actual instructional load reports as requested by the eighth (8th) week of a Fall or Winter semester. The Provost and Vice-President, Academic, shall provide a summary of actual instructional load to the Association by the last week of a semester.~~ Article Empty.

Language as Revised

14.5.4 Article Empty.

Rationale for Change

- The reason for this change is to incorporate the recommendations of the Joint Department Average Working Group, issued 2019-11-19.
- Green Sheet #6 addresses this. Therefore, this article is no longer needed.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

29 October, 2020

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Date



The parties hereby agree to the following changes/amendments to Article 10.3.7.1 as a solution to Workload and to ensure that faculty workload is sufficiently flexible and equitable:

Current Language

10.3.7 Years credited towards the Probationary Period

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

Proposed Language

10.3.7 Years credited towards the Probationary Period

10.3.7.1 Tenurable Employees who have two or more years service in a tenure track position **or a full-time academic staff appointment** at a Universities Canada accredited, or equivalent, institution may apply by 15 November of their first probationary year to have two years credited towards their probationary period at Mount Royal University. The application shall be submitted to the TC of the Employee's Academic Unit and shall include annual evaluations of teaching, service, and, where applicable, scholarship.

Language as Revised

10.3.7 Years credited towards the Probationary Period

10.3.7.1 Tenurable Employees who have two or more years service in a tenure track position or a full-time academic staff appointment at a Universities Canada accredited, or equivalent, institution may apply by 15 November of their first probationary year to have two years credited towards their probationary period at Mount Royal University. The application shall be submitted to the TC of the Employee's Academic Unit and shall include annual evaluations of teaching, service, and, where applicable, scholarship.

Rationale for Change

The reason for this change is as follows:

- To ensure that all faculty members who previously held a full-time academic staff position at either MRU or other Universities Canada accredited, or equivalent, institutions have the same opportunities to have years credited towards their probationary period.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

13 November, 2020

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Date

The parties hereby agree to the following changes/amendments to Article 17.2.6.1 as a solution to Clarity and Consistency of the Agreement and to ensure consistency of the language in the Article:

Current Language

17.2.6 Leave at the Discretion of the Board

- 17.2.6.1 The Board may temporarily relieve an Employee from their teaching responsibilities when the Board has reason to believe the Employee is physically or mentally incapable of performing their job responsibilities, or there is a risk an Employee may harm themselves or others. Should this need arise, the Employee shall be informed forthwith in writing of the reasons for their relief of duty and placed on leave with pay pending a medical assessment. The Board shall initiate the assessment with the Employee's physician.

Proposed Language

17.2.6 Leave at the Discretion of the Board

- 17.2.6.1 The Board may temporarily relieve an Employee from their ~~teaching job~~ responsibilities when the Board has reason to believe the Employee is physically or mentally incapable of performing their job responsibilities, or there is a risk an Employee may harm themselves or others. Should this need arise, the Employee shall be informed forthwith in writing of the reasons for their relief of duty and placed on leave with pay pending a medical assessment. The Board shall initiate the assessment with the Employee's physician.

Language as Revised

17.2.6 Leave at the Discretion of the Board

- 17.2.6.1 The Board may temporarily relieve an Employee from their job responsibilities when the Board has reason to believe the Employee is physically or mentally incapable of performing their job responsibilities, or there is a risk an Employee may harm themselves or others. Should this need arise, the Employee shall be informed forthwith in writing of the reasons for their relief of duty and placed on leave with pay pending a medical assessment. The Board shall initiate the assessment with the Employee's physician.

Rationale for Change

The reasons for this change are as follows:

- To ensure that the language is consistent throughout the article.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

22 November, 2020

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Date

The parties hereby agree to the following changes/amendments to Article 17.7.2 as a solution to Clarity and Consistency of the Agreement and to ensure correct numbering of the Article and to implement the suggestion of the SLC:

Current Language

17.7.2 Application

17.7.2.1 Tenured Employees, regardless of work pattern, shall be eligible for an annual sabbatical after six (6) years of full-time service from the date of appointment or from the previous sabbatical, or for a Fall or Winter Semester sabbatical after three (3) years of full-time service from the previous sabbatical. Employees shall apply in the fall of the year prior to the sabbatical leave. Employees are not eligible for a sabbatical leave during the period of return service from another leave.

17.7.2.1.1. The date of appointment shall be the date of appointment to a tenurable or tenured position, except that one (1) or two (2) years credited towards the probationary period for a limited-term or conditional tenurable appointment at Mount Royal University shall be credited as years of service towards the first sabbatical. Normally, years of service at a Universities Canada accredited, or equivalent, institution that have been credited towards the probationary period or used for an appointment with tenure shall not be credited as years of service towards the first sabbatical.

17.7.2.1.2 Years of service towards eligibility for a subsequent sabbatical shall begin to accrue at the end of the previous sabbatical.

17.7.2.1.3 An academic year in which an Employee had leaves of any types totalling less than six (6) months shall be credited as a year of full-time service for sabbatical eligibility.

17.7.2.1.4 An Employee on half-time tenure shall be credited with one-half year of full-time service for sabbatical eligibility for each academic year worked.

17.7.2.2 An Employee granted a sabbatical shall undertake to provide return service upon completion of the sabbatical for a period equal to the length of the

sabbatical granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.

- 17.7.2.3 An Employee not granted a sabbatical shall be eligible to apply for a sabbatical the following year.
- 17.2.2.4 An Employee shall apply to the Chair for a sabbatical by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.
- 17.2.2.5 If there are fewer acceptable applications than leaves available as per 17.7.1.3 and the MOU on Sabbatical Leaves, a second call for applications shall be made forthwith by the Sabbatical Leave Committee.
- 17.2.2.6 The University shall report the number of sabbaticals granted and the amount of any funds reallocated to the Association prior to 15 May.
- 17.2.2.7 The application shall describe the project to be undertaken and the outcomes expected. The applicant must provide evidence that sufficient preparation will have been completed by the time the sabbatical commences. The application shall include an internal or external peer evaluation, the Chair's assessment of the implication for the department, and the Dean's comments on the feasibility of accomplishing the proposed objective, the impact on the department and Faculty and, where applicable, the performance on a previous sabbatical.

Proposed Language

17.7.2 Application

- 17.7.2.1 Tenured Employees, regardless of work pattern, shall be eligible for an annual sabbatical after six (6) years of full-time service from the date of appointment or from the previous sabbatical, or for a Fall or Winter Semester sabbatical after three (3) years of full-time service from the previous sabbatical. Employees shall apply in the fall of the year prior to the sabbatical leave. Employees are not eligible for a sabbatical leave during the period of return service from another leave.

17.7.2.1.1. The date of appointment shall be the date of appointment to a tenurable or tenured position, except that one (1) or two (2) years credited towards the probationary period for a limited-term or conditional tenurable appointment at Mount Royal University shall be credited as years of service towards the first sabbatical. Normally, years of service at a Universities Canada accredited, or equivalent, institution that have been credited towards the probationary period or used for an appointment with tenure shall not be credited as years of service towards the first sabbatical.

17.7.2.1.2 Years of service towards eligibility for a subsequent sabbatical shall begin to accrue at the end of the previous sabbatical.

17.7.2.1.3 An academic year in which an Employee had leaves of any types totalling less than six (6) months shall be credited as a year of full-time service for sabbatical eligibility.

17.7.2.1.4 An Employee on half-time tenure shall be credited with one-half year of full-time service for sabbatical eligibility for each academic year worked.

17.7.2.2 An Employee granted a sabbatical shall undertake to provide return service upon completion of the sabbatical for a period equal to the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.

17.7.2.3 An Employee not granted a sabbatical shall be eligible to apply for a sabbatical the following year.

17.27.2.4 An Employee shall apply to the Chair for a sabbatical by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.

- 17.27.2.5 If there are fewer acceptable applications than leaves available as per 17.7.1.3 and the MOU on Sabbatical Leaves, a second call for applications shall be made forthwith by the Sabbatical Leave Committee.
- 17.27.2.6 The University shall report the number of sabbaticals granted and the amount of any funds reallocated to the Association prior to 15 May.
- 17.27.2.7 The application shall describe the project to be undertaken and the outcomes expected. The applicant must provide evidence that sufficient preparation will have been completed by the time the sabbatical commences. The application shall include ~~an internal or external peer evaluation~~, the Chair's assessment of the implication for the department, and the Dean's comments on the feasibility of accomplishing the proposed objective, the impact on the department and Faculty and, where applicable, the performance on a previous sabbatical.

Language as Revised

17.7.2 Application

- 17.7.2.1 Tenured Employees, regardless of work pattern, shall be eligible for an annual sabbatical after six (6) years of full-time service from the date of appointment or from the previous sabbatical, or for a Fall or Winter Semester sabbatical after three (3) years of full-time service from the previous sabbatical. Employees shall apply in the fall of the year prior to the sabbatical leave. Employees are not eligible for a sabbatical leave during the period of return service from another leave.

17.7.2.1.1. The date of appointment shall be the date of appointment to a tenurable or tenured position, except that one (1) or two (2) years credited towards the probationary period for a limited-term or conditional tenurable appointment at Mount Royal University shall be credited as years of service towards the first sabbatical. Normally, years of service at a Universities Canada accredited, or equivalent, institution that have been credited towards the probationary period or used for an appointment with tenure shall not be credited as years of service towards the first sabbatical.



17.7.2.1.2 Years of service towards eligibility for a subsequent sabbatical shall begin to accrue at the end of the previous sabbatical.

17.7.2.1.3 An academic year in which an Employee had leaves of any types totalling less than six (6) months shall be credited as a year of full-time service for sabbatical eligibility.

17.7.2.1.4 An Employee on half-time tenure shall be credited with one-half year of full-time service for sabbatical eligibility for each academic year worked.

- 17.7.2.2 An Employee granted a sabbatical shall undertake to provide return service upon completion of the sabbatical for a period equal to the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.
- 17.7.2.3 An Employee not granted a sabbatical shall be eligible to apply for a sabbatical the following year.
- 17.7.2.4 An Employee shall apply to the Chair for a sabbatical by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.
- 17.7.2.5 If there are fewer acceptable applications than leaves available as per 17.7.1.3 and the MOU on Sabbatical Leaves, a second call for applications shall be made forthwith by the Sabbatical Leave Committee.
- 17.7.2.6 The University shall report the number of sabbaticals granted and the amount of any funds reallocated to the Association prior to 15 May.
- 17.7.2.7 The application shall describe the project to be undertaken and the outcomes expected. The applicant must provide evidence that sufficient preparation will have been completed by the time the sabbatical commences. The application shall include the Chair's assessment of the implication for the department, and the Dean's comments on the feasibility of accomplishing

the proposed objective, the impact on the department and Faculty and, where applicable, the performance on a previous sabbatical.

Rationale for Change

The reasons for this change are as follows:

- To ensure that the numbering in Article 17.7.2 is correct.
- To implement the suggestion made by the SLC in February 2020.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

22 November, 2020

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Date

The parties hereby agree to the following changes/amendments to Article 4.14.6 as a solution to Clarity and Consistency of the Agreement and to implement a recommendation of the Joint Committee for the Review and Interpretation of the Agreement:

Current Language

4.14.6 If within a three (3) year period after which the Employee's appointment was terminated pursuant to Article 4.14.1, enrolment increases and justifies the hiring of additional staff in the discipline of the terminated Employee, the Employee shall, subject to the prior approval of the University Tenure and Promotion Committee, have first option for that position. Any severance pay, paid to an Employee who is subsequently rehired, shall be repaid to the Board proportionately. The amount to be repaid shall be based on the difference between the number of months of compensation received and the number of months the Employee was absent from the University.

Proposed Language

4.14.6 If within a three (3) year period after which the Employee's appointment was terminated pursuant to Article 4.14.1, enrolment increases and justifies the hiring of additional staff in the discipline of the terminated Employee, the Employee shall, ~~subject to the prior approval of the University Tenure and Promotion Committee,~~ have first option for that position. Any severance pay, paid to an Employee who is subsequently rehired, shall be repaid to the Board proportionately. The amount to be repaid shall be based on the difference between the number of months of compensation received and the number of months the Employee was absent from the University.

Language as Revised

4.14.6 If within a three (3) year period after which the Employee's appointment was terminated pursuant to Article 4.14.1, enrolment increases and justifies the hiring of additional staff in the discipline of the terminated Employee, the Employee shall have first option for that position. Any severance pay, paid to an Employee who is subsequently rehired, shall be repaid to the Board proportionately. The amount to be repaid shall be based on the difference between the number of months of compensation received and the number of months the Employee was absent from the University.

Rationale for Change

The reason for this change is as follows:

- To implement a recommendation of the Joint Committee for the Review and Interpretation of the Agreement.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

22 November, 2020

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Date

The parties hereby agree to the following changes/amendments to Article 28.4.1 as a solution to Clarity and Consistency of the Collective Agreement and how the parties can ensure that a Dean can reduce the number of student evaluations of instruction, where possible:

Current Language

28.4.1 The University will conduct student evaluation of instruction as follows:

- Tenured Employees: at least one (1) per semester
- Tenurable, Conditional Tenurable, and Limited-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Fixed-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Continuing Employees: at least one (1) per semester and any course taught for the first time
- Reappointed Sessional Employees: at least one (1) per semester and any course taught for the first time
- Initial Sessional Employees: one (1) for each course taught in the first semester
- Permanent Lab Instructors: at least one (1) in each of the Fall and Winter semesters
- Probationary and Limited Term Lab Instructors: two (2) in each of the Fall and Winter semesters
- Continuing Clinical Instructor: at least one (1) per semester and any course taught for the first time

An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.

The number of required student evaluations of instruction may be amended as part of the processes in 4.8.8 and 12.3.3.

Proposed Language

28.4.1 The University will conduct student evaluation of instruction as follows:

- Tenured Employees: at least one (1) per semester
- Tenurable, Conditional Tenurable, and Limited-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Fixed-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Continuing Employees: at least one (1) per semester and any course taught for the first time

- Reappointed Sessional Employees: at least one (1) per semester and any course taught for the first time
- Initial Sessional Employees: one (1) for each course taught in the first semester
- Permanent Lab Instructors: at least one (1) in each of the Fall and Winter semesters
- Probationary and Limited Term Lab Instructors: two (2) in each of the Fall and Winter semesters
- Continuing Clinical Instructor: at least one (1) per semester and any course taught for the first time

The number of required student evaluations of instruction may be:

- Increased in a given semester by the Employee~~An Employee may elect to have more courses evaluated in any semester.~~ These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.
- Decreased in a given semester by the Dean.
- ~~The number of required student evaluations of instruction may be a~~ amended as part of the processes in 4.8.8 and 12.3.3.

Language as Revised

28.4.1 The University will conduct student evaluation of instruction as follows:

- Tenured Employees: at least one (1) per semester
- Tenurable, Conditional Tenurable, and Limited-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Fixed-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Continuing Employees: at least one (1) per semester and any course taught for the first time
- Reappointed Sessional Employees: at least one (1) per semester and any course taught for the first time
- Initial Sessional Employees: one (1) for each course taught in the first semester
- Permanent Lab Instructors: at least one (1) in each of the Fall and Winter semesters
- Probationary and Limited Term Lab Instructors: two (2) in each of the Fall and Winter semesters
- Continuing Clinical Instructor: at least one (1) per semester and any course taught for the first time

The number of required student evaluations of instruction may be:

- Increased in a given semester by the Employee. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.
- Decreased in a given semester by the Dean.
- Amended as part of the processes in 4.8.8 and 12.3.3.

Rationale for Change

The reasons for this change are as follows:

- To ensure that these changes in the Collective Agreement will address the particular issue that arises when faculty members, due to exceptional circumstances, teach fewer classes than what is mentioned in Article 28.4.1.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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January 26, 2021

Date

The parties hereby agree to the following changes/amendments to Article 28.5.1 as a solution to Clarity and Consistency of the Collective Agreement and how the parties can ensure that a Dean can reduce the number of peer evaluations of instruction, where possible:

Current Language

28.5.1 Peer evaluation of instruction will occur as follows:

- Tenurable, Conditional Tenurable, and Limited-term Employees: as per the Tenure and Promotion Handbook
- Fixed-term Employees: one (1) in the first year of the appointment
- Continuing Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Reappointed Sessional Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Initial Sessional Employees: one (1) during the first semester of appointment, conducted by the Chair
- Probationary and Limited-Term Lab Instructor: one (1) evaluation by the Chair in the Fall semester and one (1) evaluation by a Tenured Employees of the Academic Unit who is not a member of the Laboratory Instructor Steering Committee in the Winter
- Continuing Clinical Instructor: at least one (1) every thirty-six (36) months

An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.

The number of required peer evaluations may be amended as part of the processes in 4.8.8 and 12.3.3.

Proposed Language

28.5.1 Peer evaluation of instruction will occur as follows:

- Tenurable, Conditional Tenurable, and Limited-term Employees: as per the Tenure and Promotion Handbook
- Fixed-term Employees: one (1) in the first year of the appointment
- Continuing Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Reappointed Sessional Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Initial Sessional Employees: one (1) during the first semester of appointment, conducted by the Chair



- Probationary and Limited-Term Lab Instructor: one (1) evaluation by the Chair in the Fall semester and one (1) evaluation by a Tenured Employees of the Academic Unit who is not a member of the Laboratory Instructor Steering Committee in the Winter
- Continuing Clinical Instructor: at least one (1) every thirty-six (36) months

The number of required peer evaluations of instruction may be:

- Increased in a given semester by the Employee~~An Employee may elect to have more courses evaluated in any semester.~~ These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.
- Decreased in a given semester by the Dean.
- The number of required peer evaluations may be a~~Δ~~mended as part of the processes in 4.8.8 and 12.3.3.

#### Language as Revised

28.5.1 Peer evaluation of instruction will occur as follows:

- Tenurable, Conditional Tenurable, and Limited-term Employees: as per the Tenure and Promotion Handbook
- Fixed-term Employees: one (1) in the first year of the appointment
- Continuing Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Reappointed Sessional Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Initial Sessional Employees: one (1) during the first semester of appointment, conducted by the Chair
- Probationary and Limited-Term Lab Instructor: one (1) evaluation by the Chair in the Fall semester and one (1) evaluation by a Tenured Employees of the Academic Unit who is not a member of the Laboratory Instructor Steering Committee in the Winter
- Continuing Clinical Instructor: at least one (1) every thirty-six (36) months

The number of required peer evaluations of instruction may be:

- Increased in a given semester by the Employee. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.
- Decreased in a given semester by the Dean.
- Amended as part of the processes in 4.8.8 and 12.3.3.

Rationale for Change

The reasons for this change are as follows:

- To ensure that these changes in the Collective Agreement will address the particular issue that arises when faculty members, due to exceptional circumstances, teach fewer classes than what is mentioned in Article 28.5.1.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

January 26, 2021

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Date

The parties hereby agree to the following changes/amendments to Article 1.15 as a solution to Issues 4c and 3b, and to ensure that faculty workload is sufficiently flexible and equitable (Workload), and providing the Collective Agreement contain provisions for the cross-appointments of Senior Lecturers (Clarity and Consistency of the Collective Agreement).

Current Language

1.15 **Cross-appointed Employee:** an Employee who is appointed in different Academic Units, referred to as the home Academic Unit and the cross Academic Unit(s).

Proposed Language

1.15 **Cross-appointed Employee:** an Employee who is appointed in two different Academic Units, referred to as the home Academic Unit and the cross Academic Unit(~~s~~).

Language as Revised

1.15 **Cross-appointed Employee:** an Employee who is appointed in two different Academic Units, referred to as the home Academic Unit and the cross Academic Unit.

Rationale for Change

The reason for this change is as follows:

- Cross-appointed Employees are employed in two Academic Units.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

February 3, 2021

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Date

The parties hereby agree to the following changes/amendments to Article 4.6.1 as a solution to Issues 4c and 3b, and to ensure that faculty workload is sufficiently flexible and equitable (Workload), and providing the Collective Agreement contain provisions for the cross-appointments of Senior Lecturers (Clarity and Consistency of the Collective Agreement).

Current Language

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

Proposed Language

4.6.1 A Tenured Employee may apply for cross-appointment ~~for a period of from three to five years.~~

Language as Revised

4.6.1 A Tenured Employee may apply for cross-appointment.

Rationale for Change

The reason for this change is as follows:

- To ensure clarity of the Collective Agreement. An employee can request to opt out as per Article 5.12

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

February 3, 2021

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Date

The parties hereby agree to the following changes/amendments to Article 5 as a solution to Issues 4c and 3b, and to ensure that faculty workload is sufficiently flexible and equitable (Workload), and providing the Collective Agreement contain provisions for the cross-appointments of Senior Lecturers (Clarity and Consistency of the Collective Agreement).

Current Language

**ARTICLE 5 – CROSS-APPOINTMENTS**

- 5.1 A cross-appointed Employee shall be appointed in accordance with Article 4.5 or Article 4.6 to two Academic Units, referred to as the home Academic Unit and the cross Academic Unit.
- 5.2 For a cross-appointed Employee, all references to Chair and Dean in this Agreement shall be to the Chair and Dean of the home Academic Unit, except as modified in this Article.
- 5.3 Where the home Academic Unit and the cross Academic Unit are in the same Faculty or School, all references to Deans in this Article shall be to a single Dean.
- 5.4 The home Academic Unit shall be responsible for the principal office space. The cross Academic Unit shall provide the working conditions required by the cross-appointed Employee to fulfill his/her workload responsibilities in the cross Academic Unit. This may include shared office space for office hours and access to support staff services, equipment and supplies.
- 5.5 **Workload**
  - 5.5.1 The workload of a cross-appointed Employee shall be equivalent to the workload of an Employee who is not cross-appointed.
  - 5.5.2 Workload shall be assigned by consultation between the Chairs and the members of the home and cross-Academic Units, following consultation with the Deans.
  - 5.5.3 A detailed workload plan outlining the instructional, or equivalent, workload and the service responsibilities in the home Academic Unit and in the cross Academic Unit shall be signed by the Employee, the Chairs and the Deans.
    - 5.5.3.1 The initial workload plan, agreed to in accordance with Article 4.5.6 or Article 4.6.5, shall be revised annually, where necessary, no later than 1 May for the following academic year. A revised workload plan shall be signed by the Employee, the Chairs and the Deans.
  - 5.5.4 A cross-appointed Employee may apply for reassigned time, as described in Article 14.9, to the Dean of the home Academic Unit and/or to the Dean of the cross Academic Unit. An application shall be copied to the other Dean.
    - 5.5.4.1 If applications are made to both Deans, the Deans shall collaborate in making the decisions regarding reassigned time.
  - 5.5.5 A cross-appointed Employee shall be a full participating member of both the home Academic Unit and the cross Academic Unit.
    - 5.5.5.1 A cross-appointed Employee shall be eligible to stand for election to UTPC to represent only the home academic-unit, unless otherwise agreed.
- 5.6 **Changing Work Patterns**
  - 5.6.1 When a tenured cross-appointed employee wishes to change work patterns pursuant to Article 14.8, a written request shall be submitted to both Deans.
- 5.7 **Faculty Development Committee Applications**

5.7.1 A cross-appointed Employee shall be eligible to apply to the Faculty Development Committee of both the home and the cross Academic Units for professional development funding.

**5.8 Leave Applications**

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

**5.9 Evaluations**

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

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

**5.9.3 Tenure Evaluations and Recommendations**

5.9.3.1 The Chair and Dean of the home Academic Unit shall lead the evaluation process for Tenurable, Conditional Tenurable and Limited Term Cross-Appointed Employees.

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

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

5.9.3.4 A joint Tenure Committee (joint TC), representing both the home and cross Academic Units shall be established. Normally the committee will be co-chaired by the chairs of the home and cross Academic Unit TCs. The joint TC shall forward the materials specified in Articles 10.4, 10.5 and 10.7 to both Deans. The joint TC shall be constituted in accordance with Article 9.1, subject to Articles 5.9.3.4.1 through 5.9.3.4.3.

5.9.3.4.1 The Chairs of the home and cross academic units, in consultation with the Tenured Employees of the Academic Units, shall, in consultation with the Deans, structure the joint TC membership such that both Academic Units are adequately represented on the committee. The joint TC composition shall otherwise be established as in Article 9.1.4.3.

5.9.3.4.2 The joint TC shall normally be an elected TC and committee members and alternates from each Academic Unit shall be elected by secret ballot by the Employees of that unit in accordance with Article 9.1.4.3. There shall be one (1) alternate elected from each Academic Unit.

5.9.3.4.3 If an Academic Unit chair is unable to participate on the joint TC, the Dean for that unit shall appoint a Tenured Employee of the same Academic Unit to cochair the joint TC in accordance with Article 9.1.6.

- 5.9.3.4.4 In the case of a tie vote among the Employees of the joint TC who are not co-chairs, only the chair of the home Academic Unit shall vote to break the tie. Although the co-chair of the cross Academic Unit never votes, they are a contributing member of the joint TC in all other ways.
- 5.9.3.4.5 Further to Article 9.1.8, the quorum for all meetings shall include both co-chairs.
- 5.9.3.5 The Deans shall respond jointly to a recommendation from the joint TC to meet with the Employee as outlined in Article 10.4.12. The Deans shall write a joint mid-term tenure evaluation and a joint final tenure review and recommendation to the University Tenure and Promotion Committee.
- 5.9.4 **Performance Review of Tenured Employees**
  - 5.9.4.1 The detailed work plan, as specified in Article 5.5.3, for the current year shall be attached to the Faculty Annual Report.
  - 5.9.4.2 The Faculty Annual Report shall be submitted to both Deans, with a copy to both Chairs.
  - 5.9.4.3 The Deans shall respond jointly to the Faculty Annual Report, in accordance with the terms of Article 12.3.2.
  - 5.9.4.4 If either or both Deans deem the Employee's performance to be not satisfactory, the Deans, in consultation with the Chairs and the Employee, may develop a performance plan as outlined in Article 12.3.3.1.1. The performance plan shall be communicated to the Employee in person and in writing, with a copy to both Chairs. A copy of the performance plan shall be placed on the Employee's file in both Dean's offices by 30 November.
  - 5.9.4.5 Should a performance plan be deemed appropriate and if either or both Deans determine in the following year's review that the performance, as per the performance plan, is not satisfactory, then a joint Faculty Review Committee, consisting of three members from each of the home and the cross Faculty Review Committees and chaired by the Chair of the home Faculty Review Committee, shall be established.
  - 5.9.4.6 In applying all other provisions of Article 12.3, references to Dean shall be to both Deans and references to Chair shall be to both Chairs.
- 5.10 **Promotion**
  - 5.10.1 A joint Promotion Committee, as defined in Article 9.2, representing both the home and cross Faculties shall be established. The joint PC shall make recommendations on applications for promotion to the rank of Professor. Normally the committee will be co-chaired by the Deans of the home and cross Faculties.
- 5.11 **Change of Home Academic Unit**
  - 5.11.1 A Tenured or Tenurable cross-appointed Employee may request to have the cross Academic Unit designated as the home Academic Unit after the initial appointment.

- 5.11.2 The request shall be made in writing, setting out the reasons, to both Chairs no later than the eighth (8th) week of the Fall semester of the year prior to the academic year in which the requested change is to take effect.
- 5.11.3 The Chairs and Deans of the home and cross Academic Units shall meet to determine whether to recommend the change of home Academic Unit to the Provost and Vice President, Academic. A recommendation for change of home Academic Unit must be unanimous.
  - 5.11.3.1 In the event that the change of home Academic Unit is not recommended, the Dean of the home Academic Unit shall write a letter to the Employee providing the reasons for the decision by 15 December of the academic year in which the request was made.
- 5.11.4 The Provost and Vice-President, Academic shall convey a decision, in writing, to the Employee by 15 January of the academic year in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross Academic Units.
- 5.11.5 If the request for change of home Academic Unit is approved, the Employee shall become a Employee of the new home Academic Unit effective 1 July of the academic year after the year in which the request was made.
- 5.12 **Opting out of Cross-Appointment**
  - 5.12.1 A Tenurable Employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the probationary period.
  - 5.12.2 A Conditional Tenurable or Limited-term Employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the appointment.
  - 5.12.3 Under exceptional circumstances, any cross-appointed Employee may request to opt out of the cross-appointment. Approval shall not normally be withheld.
  - 5.12.4 A request to opt out of a cross-appointment shall be made in writing, setting out the reasons, to both Chairs no later than the eighth (8th) week of the Fall semester of the year prior to the academic year in which the requested change is to take effect.
  - 5.12.5 The Chairs and Deans of the home and cross Academic Units shall meet to discuss the request to opt out and shall forward the Employee's request, along with their recommendation, to the Provost and Vice President, Academic by 15 December of the academic year in which the request was made.
  - 5.12.6 The Provost and Vice-President, Academic shall convey a decision, in writing, to the Employee by 15 January of the academic year in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross Academic Units.
  - 5.12.7 If the request to opt out of the cross-appointment is approved, the Employee shall become a Fulltime Employee of the home Academic Unit effective 1 July of the academic year after the year in which the request was made.
- 5.13 **Continuation of Cross-Appointment**
  - 5.13.1 A Tenurable Employee hired into a cross-appointed position shall normally continue in the cross-appointment after being granted tenure. If the Employee wishes to opt out of the cross-appointment after being granted tenure, then the provisions of Article 5.12 apply.



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

**5.14 Termination of Cross-Appointment**

5.14.1 Should the need for a cross-appointment end, the Employee shall become a Full-time Employee of either the home Academic Unit or the cross Academic Unit.

Proposed Language**ARTICLE 5 – CROSS-APPOINTMENTS**

- 5.1 A ~~C~~cross-appointed Employee shall be appointed in accordance with Article 4.5, ~~or~~ Article 4.6, Article 6.15, or Article 6.19 to two Academic Units, referred to as the home Academic Unit and the cross Academic Unit.
- 5.2 For a ~~e~~ross~~C~~ross-appointed Employee, all references to Chair and Dean in this Agreement shall be to the Chair and Dean of the home Academic Unit, except as modified in this Article.
- 5.3 Where the home Academic Unit and the cross Academic Unit are in the same Faculty~~-or~~ ~~School~~, all references to Deans in this Article shall be to a single Dean.
- 5.4 The home Academic Unit shall be responsible for the principal office space. The cross Academic Unit shall provide the working conditions required by the ~~C~~cross-appointed Employee to fulfill ~~their his/her~~ workload responsibilities in the cross Academic Unit. This may include shared office space for office hours and access to support staff services, equipment and supplies.
- 5.5 Workload**
- 5.5.1 The workload of a ~~C~~cross-appointed Employee shall be equivalent to the workload of an Employee who is not cross-appointed.
- 5.5.2 Workload shall be assigned by consultation between the Chairs and the members of the home and cross-Academic Units, following consultation with the Deans.
- 5.5.3 A detailed workload plan outlining the instructional, or equivalent, workload and the service responsibilities in the home Academic Unit and in the cross Academic Unit shall be signed by the Employee, the Chairs and the Deans.
- 5.5.3.1 The initial workload plan, agreed to in accordance with Article 4.5.6, ~~or~~ Article 4.6.5, Article 6.15.6, or Article 6.19.5, shall be revised annually, where necessary, no later than 15 November ~~1 May~~ for the following academic year. A revised workload plan shall be signed by the Employee, the Chairs and the Deans.
- 5.5.4 A ~~C~~cross-appointed Employee may apply for reassigned time, as described in Article 14.9, to the Dean of the home Academic Unit and/or to the Dean of the cross Academic Unit. An application shall be copied to the other Dean.
- 5.5.4.1 If applications are made to both Deans, the Deans shall collaborate in making the decisions regarding reassigned time.
- 5.5.5 A ~~C~~cross-appointed Employee shall be a full participating member of both the home Academic Unit and the cross Academic Unit.
- 5.5.5.1 A Tenured ~~C~~cross-appointed Employee shall be eligible to stand for election to UTPC or SLC to represent only the home Academic Unit ~~academic-unit~~, unless otherwise agreed. All other Cross-appointed Employees shall be ineligible.
- 5.6 Changing Work Patterns**
- 5.6.1 When a ~~T~~tenured ~~C~~cross-appointed ~~E~~mployee wishes to change work patterns pursuant to Article 14.8, a written request shall be submitted to both Deans.

5.7 **Faculty Development Committee Applications**

5.7.1 A ~~C~~ross-appointed Employee shall be eligible to apply to the Faculty Development Committee of both the home and the cross Academic Units for professional development funding.

5.8 **Leave Applications**

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

5.9 **Evaluations**

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

5.9.2 Where a ~~cross~~Cross-appointed Employee is engaged in scholarship, the home and cross Academic Units shall ensure that relevant criteria and standards are clearly articulated, especially when the criteria and standards applied in the two Academic Units differ.

5.9.3 **Tenure Evaluations and Recommendations**

5.9.3.1 The Chair and Dean of the home Academic Unit shall lead the evaluation process for Tenurable, Conditional Tenurable and ~~Limited-term Cross-appointed Limited Term Cross-Appointed~~ Employees.

5.9.3.2 The Chair of the home Academic Unit shall consult with the Chair of the cross Academic Unit to ensure that peer evaluations are conducted by ~~Tenured Employees tenured-peers~~ from, and in courses offered by, both the home Academic Unit and the cross Academic Unit.

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

5.9.3.4 A joint Tenure Committee (joint TC), representing both the home and cross Academic Units shall be established. Normally the committee will be co-chaired by the chairs of the home and cross Academic Unit TCs. The joint TC shall forward the materials specified in Articles 10.4, 10.5 and 10.7 to both Deans. The joint TC shall be constituted in accordance with Article 9.1, subject to Articles 5.9.3.4.1 through 5.9.3.4.3.

5.9.3.4.1 The Chairs of the home and cross ~~A~~academic ~~U~~units, in consultation with the Tenured Employees of the Academic Units, shall, in consultation with the Deans, structure the joint TC membership such that both Academic Units are adequately represented on the ~~joint TC committee~~. The joint TC composition shall otherwise be established as in Article 9.1.4.3.

5.9.3.4.2 The joint TC shall normally be an elected TC and committee members and alternates from each Academic Unit shall be elected by secret ballot by the Employees of that ~~Academic U~~unit in accordance with Article 9.1.4.3. There shall be one (1) alternate elected from each Academic Unit.

- 5.9.3.4.3 If an Academic Unit chair is unable to participate on the joint TC, the Dean for that unit shall appoint a Tenured Employee of the same Academic Unit to cochair the joint TC in accordance with Article 9.1.6.
- 5.9.3.4.4 In the case of a tie vote among the Employees of the joint TC who are not cochairs, only the chair of the home Academic Unit shall vote to break the tie. Although the co-chair of the cross Academic Unit never votes, they are a contributing member of the joint TC in all other ways.
- 5.9.3.4.5 Further to Article 9.1.8, the quorum for all meetings shall include both co-chairs.
- 5.9.3.5 The Deans shall respond jointly to a recommendation from the joint TC to meet with the Employee as outlined in Article 10.4.12. The Deans shall write a joint mid-term tenure evaluation and a joint final tenure review and recommendation to the ~~UTPC University Tenure and Promotion Committee~~.
- 5.9.4 Permanency Evaluations and Recommendations
  - 5.9.4.1 The Chair and Dean of the home Academic Unit shall lead the evaluation process for Probationary Cross-appointed Senior Lecturers.
  - 5.9.4.2 The Chair of the home Academic Unit shall consult with the Chair of the cross Academic Unit to ensure that peer evaluations are conducted by Tenured Employees from, and in courses offered by, both the home Academic Unit and the cross Academic Unit.
  - 5.9.4.3 The detailed work plan, as specified in Article 5.5.3, for the current Academic Year shall be attached to the Faculty Annual Report.
  - 5.9.4.4 A joint TC shall be formed in accordance with Article 5.9.3.4.
  - 5.9.4.5 The TC shall provide the Senior Lecturer with a written evaluation report in accordance with Article 6.17.3
- 5.9.~~54~~ Performance Review of Tenured ~~and Permanent~~ Employees
  - 5.9.~~54~~.1 The detailed work plan, as specified in Article 5.5.3, for the current ~~Academic Y~~year shall be attached to the Faculty Annual Report.
  - 5.9.~~54~~.2 The Faculty Annual Report shall be submitted to both Deans, with a copy to both Chairs.
  - 5.9.~~54~~.3 The Deans shall respond jointly to the Faculty Annual Report, in accordance with the terms of Article 12.3.2.
  - 5.9.~~54~~.4 If either or both Deans deem the Employee's performance to be not satisfactory, the Deans, in consultation with the Chairs and the Employee, may develop a performance plan as outlined in Article 12.3.3.1.1. The performance plan shall be communicated to the Employee in person and in writing, with a copy to both Chairs. A copy of the performance plan shall be placed on the Employee's file in both Dean's offices by 30 November.
  - 5.9.~~54~~.5 Should a performance plan be deemed appropriate and if either or both Deans determine in the following year's review that the performance, as per the performance plan, is not satisfactory, then a joint Faculty Review Committee, consisting of three members from each of the home and the

cross Faculty Review Committees and chaired by the Chair of the home Faculty Review Committee, shall be established.

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

## 5.10 Promotion

5.10.1 ~~If the home Academic Unit and the cross Academic Unit are in different Faculties,~~ a joint Promotion Committee (joint PC), as defined in Article 9.2, representing both the home and cross Faculties shall be established. The joint PC shall make recommendations on applications for promotion to the rank of Professor. Normally the committee will be co-chaired by the Deans of the home and cross Faculties.

## 5.11 Change of Home Academic Unit

5.11.1 A ~~Tenured or Tenurable~~ Cross-appointed Employee may request to have the cross Academic Unit designated as the home Academic Unit after the initial appointment.

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

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

5.11.3.1 In the event that the change of home Academic Unit is not recommended, the Dean of the home Academic Unit shall write a letter to the Employee providing the reasons for the decision by 15 December of the Aacademic Yyear in which the request was made.

5.11.4 The Provost and Vice-President, Academic shall convey a decision, in writing, to the Employee by 15 January of the Aacademic Yyear in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross Academic Units.

5.11.5 If the request for change of home Academic Unit is approved, the Employee shall become an Employee of the new home Academic Unit effective 1 July of the Aacademic Yyear after the year in which the request was made.

## 5.12 Opting out of Cross-Appointment

5.12.1 A Tenurable or Probationary Employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the probationary period.

5.12.2 A Conditional Tenurable or Limited-term Employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the appointment.

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

- 5.12.~~43~~.1 A request to opt out of a cross-appointment shall be made in writing, setting out the reasons, to both Chairs no later than the eighth (8th) week of the Fall semester of the year prior to the Aacademic Yyear in which the requested change is to take effect.
- 5.12.~~53~~.2 The Chairs and Deans of the home and cross Academic Units shall meet to discuss the request to opt out and shall forward the Employee's request, along with their recommendation, to the Provost and Vice-Vice-President, Academic by 15 December of the Aacademic Yyear in which the request was made.
- 5.12.~~63~~.3 The Provost and Vice-President, Academic shall convey a decision, in writing, to the Employee by 15 January of the Aacademic Yyear in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross Academic Units.
- 5.12.~~73~~.4 If the request to opt out of the cross-appointment is approved, the Employee shall become a Full-time Employee of the home Academic Unit effective 1 July of the Aacademic Yyear after the year in which the request was made.

### 5.13 Continuation of Cross-Appointment

- 5.13.1 A Tenurable or Probationary Employee hired into a cross-appointed position shall normally continue in the cross-appointment after being granted tenure or permanency, respectively. If the Employee wishes to opt out of the cross-appointment after being granted tenure or permanency, then the provisions of Article 5.12 apply.
- ~~5.13.2 A Tenured Employee cross-appointed under Article 4.6 may apply to extend the cross-appointment for a further period of three to five years, subject to the provisions of Article 4.6. Such application shall be made to both Chairs no later than the eighth (8th) week of the Fall semester of the final year of the cross-appointment.~~

### 5.14 Termination of Cross-Appointment

- 5.14.1 Should the need for a cross-appointment end, the Employee shall become a Full-time Employee of either the home Academic Unit or the cross Academic Unit.

Language as Revised

**ARTICLE 5 – CROSS-APPOINTMENTS**

- 5.1 A Cross-appointed Employee shall be appointed in accordance with Article 4.5, Article 4.6, Article 6.15, or Article 6.19 to two Academic Units, referred to as the home Academic Unit and the cross Academic Unit.
- 5.2 For a Cross-appointed Employee, all references to Chair and Dean in this Agreement shall be to the Chair and Dean of the home Academic Unit, except as modified in this Article.
- 5.3 Where the home Academic Unit and the cross Academic Unit are in the same Faculty, all references to Deans in this Article shall be to a single Dean.
- 5.4 The home Academic Unit shall be responsible for the principal office space. The cross Academic Unit shall provide the working conditions required by the Cross-appointed Employee to fulfill their workload responsibilities in the cross Academic Unit. This may include shared office space for office hours and access to support staff services, equipment and supplies.

**5.5 Workload**

- 5.5.1 The workload of a Cross-appointed Employee shall be equivalent to the workload of an Employee who is not cross-appointed.
- 5.5.2 Workload shall be assigned by consultation between the Chairs and the members of the home and cross-Academic Units, following consultation with the Deans.
- 5.5.3 A detailed workload plan outlining the instructional, or equivalent, workload and the service responsibilities in the home Academic Unit and in the cross Academic Unit shall be signed by the Employee, the Chairs and the Deans.
  - 5.5.3.1 The initial workload plan, agreed to in accordance with Article 4.5.6, Article 4.6.5, Article 6.15.6, or Article 6.19.5, shall be revised annually, where necessary, no later than 15 November for the following academic year. A revised workload plan shall be signed by the Employee, the Chairs and the Deans.
- 5.5.4 A Cross-appointed Employee may apply for reassigned time, as described in Article 14.9, to the Dean of the home Academic Unit and/or to the Dean of the cross Academic Unit. An application shall be copied to the other Dean.
  - 5.5.4.1 If applications are made to both Deans, the Deans shall collaborate in making the decisions regarding reassigned time.
- 5.5.5 A Cross-appointed Employee shall be a full participating member of both the home Academic Unit and the cross Academic Unit.
  - 5.5.5.1 A Tenured Cross-appointed Employee shall be eligible to stand for election to UTPC or SLC to represent only the home Academic Unit, unless otherwise agreed. All other Cross-appointed Employees shall be ineligible.

**5.6 Changing Work Patterns**

- 5.6.1 When a Tenured Cross-appointed Employee wishes to change work patterns pursuant to Article 14.8, a written request shall be submitted to both Deans.

**5.7 Faculty Development Committee Applications**

5.7.1 A Cross-appointed Employee shall be eligible to apply to the Faculty Development Committee of both the home and the cross Academic Units for professional development funding.

**5.8 Leave Applications**

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

**5.9 Evaluations**

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

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

**5.9.3 Tenure Evaluations and Recommendations**

5.9.3.1 The Chair and Dean of the home Academic Unit shall lead the evaluation process for Tenurable, Conditional Tenurable and Limited-term Cross-appointed Employees.

5.9.3.2 The Chair of the home Academic Unit shall consult with the Chair of the cross Academic Unit to ensure that peer evaluations are conducted by Tenured Employees from, and in courses offered by, both the home Academic Unit and the cross Academic Unit.

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

5.9.3.4 A joint Tenure Committee (joint TC), representing both the home and cross Academic Units shall be established. Normally the committee will be co-chaired by the chairs of the home and cross Academic Unit TCs. The joint TC shall forward the materials specified in Articles 10.4, 10.5 and 10.7 to both Deans. The joint TC shall be constituted in accordance with Article 9.1, subject to Articles 5.9.3.4.1 through 5.9.3.4.3.

5.9.3.4.1 The Chairs of the home and cross Academic Units, in consultation with the Tenured Employees of the Academic Units, shall, in consultation with the Deans, structure the joint TC membership such that both Academic Units are adequately represented on the joint TC. The joint TC composition shall otherwise be established as in Article 9.1.4.3.

5.9.3.4.2 The joint TC shall normally be an elected TC and committee members and alternates from each Academic Unit shall be elected by secret ballot by the Employees of that Academic Unit in accordance with Article 9.1.4.3. There shall be one (1) alternate elected from each Academic Unit.

5.9.3.4.3 If an Academic Unit chair is unable to participate on the joint TC, the Dean for that unit shall appoint a Tenured Employee



- of the same Academic Unit to cochair the joint TC in accordance with Article 9.1.6.
- 5.9.3.4.4 In the case of a tie vote among the Employees of the joint TC who are not cochairs, only the chair of the home Academic Unit shall vote to break the tie. Although the co-chair of the cross Academic Unit never votes, they are a contributing member of the joint TC in all other ways.
  - 5.9.3.4.5 Further to Article 9.1.8, the quorum for all meetings shall include both co-chairs.
  - 5.9.3.5 The Deans shall respond jointly to a recommendation from the joint TC to meet with the Employee as outlined in Article 10.4.12. The Deans shall write a joint mid-term tenure evaluation and a joint final tenure review and recommendation to the UTPC.
- 5.9.4 Permanency Evaluations and Recommendations
- 5.9.4.1 The Chair and Dean of the home Academic Unit shall lead the evaluation process for Probationary Cross-appointed Senior Lecturers.
  - 5.9.4.2 The Chair of the home Academic Unit shall consult with the Chair of the cross Academic Unit to ensure that peer evaluations are conducted by Tenured Employees from, and in courses offered by, both the home Academic Unit and the cross Academic Unit.
  - 5.9.4.3 The detailed work plan, as specified in Article 5.5.3, for the current Academic Year shall be attached to the Faculty Annual Report.
  - 5.9.4.4 A joint TC shall be formed in accordance with Article 5.9.3.4.
  - 5.9.4.5 The TC shall provide the Senior Lecturer with a written evaluation report in accordance with Article 6.17.3
- 5.9.5 Performance Review of Tenured and Permanent Employees
- 5.9.5.1 The detailed work plan, as specified in Article 5.5.3, for the current Academic Year shall be attached to the Faculty Annual Report.
  - 5.9.5.2 The Faculty Annual Report shall be submitted to both Deans, with a copy to both Chairs.
  - 5.9.5.3 The Deans shall respond jointly to the Faculty Annual Report, in accordance with the terms of Article 12.3.2.
  - 5.9.5.4 If either or both Deans deem the Employee's performance to be not satisfactory, the Deans, in consultation with the Chairs and the Employee, may develop a performance plan as outlined in Article 12.3.3.1.1. The performance plan shall be communicated to the Employee in person and in writing, with a copy to both Chairs. A copy of the performance plan shall be placed on the Employee's file in both Dean's offices by 30 November.
  - 5.9.5.5 Should a performance plan be deemed appropriate and if either or both Deans determine in the following year's review that the performance, as per the performance plan, is not satisfactory, then a joint Faculty Review Committee, consisting of three members from each of the home and the cross Faculty Review Committees and chaired by the Chair of the home Faculty Review Committee, shall be established.

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

**5.10 Promotion**

5.10.1 If the home Academic Unit and the cross Academic Unit are in different Faculties, a joint Promotion Committee (joint PC), as defined in Article 9.2, representing both the home and cross Faculties shall be established. The joint PC shall make recommendations on applications for promotion to the rank of Professor. Normally the committee will be co-chaired by the Deans of the home and cross Faculties.

**5.11 Change of Home Academic Unit**

5.11.1 A Cross-appointed Employee may request to have the cross Academic Unit designated as the home Academic Unit after the initial appointment.

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

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

5.11.3.1 In the event that the change of home Academic Unit is not recommended, the Dean of the home Academic Unit shall write a letter to the Employee providing the reasons for the decision by 15 December of the Academic Year in which the request was made.

5.11.4 The Provost and Vice-President, Academic shall convey a decision, in writing, to the Employee by 15 January of the Academic Year in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross Academic Units.

5.11.5 If the request for change of home Academic Unit is approved, the Employee shall become an Employee of the new home Academic Unit effective 1 July of the Academic Year after the year in which the request was made.

**5.12 Opting out of Cross-Appointment**

5.12.1 A Tenurable or Probationary Employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the probationary period.

5.12.2 A Conditional Tenurable or Limited-term Employee hired into a cross-appointed position shall normally remain in the cross-appointment for the duration of the appointment.

5.12.3 Any cross-appointed Employee may request to opt out of the cross-appointment. Approval shall not normally be withheld.

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

- 5.12.3.2 The Chairs and Deans of the home and cross Academic Units shall meet to discuss the request to opt out and shall forward the Employee's request, along with their recommendation, to the Provost and Vice-President, Academic by 15 December of the Academic Year in which the request was made.
- 5.12.3.3 The Provost and Vice-President, Academic shall convey a decision, in writing, to the Employee by 15 January of the Academic Year in which the request was made. A copy of this letter shall be sent to the Deans and the Chairs of the home and cross Academic Units.
- 5.12.3.4 If the request to opt out of the cross-appointment is approved, the Employee shall become a Full-time Employee of the home Academic Unit effective 1 July of the Academic Year after the year in which the request was made.

**5.13 Continuation of Cross-Appointment**

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

**5.14 Termination of Cross-Appointment**

- 5.14.1 Should the need for a cross-appointment end, the Employee shall become a Full-time Employee of either the home Academic Unit or the cross Academic Unit.

Rationale for Change

The reasons for this change are as follows:

- To allow Senior Lecturers to hold a cross-appointment position.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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February 3, 2021

Date

The parties hereby agree to the following changes/amendments to Articles 6.13 to 6.25 as a solution to Issues 4c and 3b, and to ensure that faculty workload is sufficiently flexible and equitable (Workload), and providing the Collective Agreement contain provisions for the cross-appointments of Senior Lecturers (Clarity and Consistency of the Collective Agreement).

Current Language

**SENIOR LECTURERS**

Senior Lecturers support the work of an Academic Unit through instruction and related duties.

**6.13 Categories of Appointment**

- 6.13.1 Senior Lecturers are appointed by the Board in one of the following categories:
  - 6.13.1.1 Permanent appointment with a probationary period;
  - 6.13.1.2 Limited-term appointment.
- 6.13.2 Full-time and limited-term appointments are based on the duties and responsibilities outlined in Article 6.15.
- 6.13.3 Limited-term appointments shall be for a term of up to two years and shall normally be made only to replace a Full-time Employee, because funding for the position is conditional, or to pilot a Senior Lecturer position in a new discipline.
- 6.13.4 The number of Senior Lecturer positions shall not exceed 10 (ten) percent of the total complement of full-time positions. Total complement shall include all Conditional Tenurable, Tenurable, Tenured, probationary, and permanent positions, including Senior Lecturer positions.

**6.14 Appointment Procedures for Senior Lecturers**

- 6.14.1 Appointment of Senior Lecturers shall be either permanent (with an initial probationary period of two years) or shall be for a limited-term.
- 6.14.2 The selection committee may recommend up to one year of credit toward the probationary period on the basis of previous employment at Mount Royal University or another Universities Canada accredited, or equivalent, institution.
- 6.14.3 Prior to posting a position and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of the Academic Unit shall strike a selection committee. The selection committee shall normally be comprised of:
  - 6.14.3.1 the Chair of the Academic Unit, who shall be chair of the selection committee. When the Chair of the Academic Unit is unable to chair the selection committee, the Dean shall designate a chair for the committee;
  - 6.14.3.2 two (2) Tenured or Tenurable Employees, at least one (1) of whom shall be tenured, from the Academic Unit where the vacancy occurs elected by the Full-time Employees of the Academic Unit. In small Academic Units or disciplines, where necessary, Fulltime Employees from a cognate department in the same Faculty or School may be elected;
  - 6.14.3.3 the Dean or designate; and
  - 6.14.3.4 an Employee from outside the Academic Unit, normally tenured, appointed by the Dean.
- 6.14.4 Prior to posting a position, the Chair of the Academic Unit shall schedule a meeting involving the selection committee and Full-time Employees of the Academic Unit or discipline to develop the duties and responsibilities of the position, and develop the selection criteria, including, but not limited to, the following:

- academic credential or professional certification;
- appropriate subject and professional expertise;
- any applicable professional and teaching performance standards.

The minimum academic credential for Senior Lecturer appointments shall be a Master's degree. The recommended duties and responsibilities, and the selection criteria, shall be forwarded to the Dean for approval.

- 6.14.5 The selection committee shall use the selection criteria as a guide to evaluate applicants and develop a list of applicants to be interviewed, conduct the interviews, and formulate its recommendations. Where possible, the committee's decisions shall be reached by consensus and, if not possible, by a simple majority vote.
- 6.14.6 The chair of the selection committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of applicants. The committee shall make specific recommendations on the following:
- Preferred candidate(s);
  - Years credited towards the probationary period pursuant to 6.14.2;
  - Term, if a limited-term appointment;
  - Placement on the salary schedule, in accordance with the provisions of Article 13.2.

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

- 6.14.7 The Provost and Vice-President, Academic shall review the selection committee's report and recommendations, and the comment of the Dean, for completeness of process and for conformity with grid placement guidelines, prior to making an employment offer.
- 6.14.8 The Provost and Vice-President, Academic shall prepare a letter of appointment. The letter of appointment shall outline the nature and scope of the Employee's duties and responsibilities, and shall specify the category and term of appointment, and placement on the salary schedule, in accordance with the provisions of Article 13. A copy of the Agreement between the Mount Royal Faculty Association and the Board of Governors shall be included.

#### 6.15 **Workload for Senior Lecturers**

- 6.15.1 The workload of Senior Lecturers includes instruction and limited service. The distribution of duties may vary among disciplines and individuals.
- 6.15.2 Workload shall be assigned by the Chair, following consultation with the members of the Academic Unit and the Dean and detailed in a written work plan. Instructional assignments shall be made by 15 February for the following academic year. The workload assignment shall be appealable pursuant to Article 14.12.
- 6.15.3 Senior Lecturers shall normally teach 432 scheduled instructional course hours annually. These Employees shall teach not fewer than 384 SICH scheduled instructional course hours annually, or not more than 480 scheduled instructional course hours annually, subject to articles 6.15.3.1 and 6.15.3.2.
- 6.15.3.1 Exceptions for instructional load above 432 scheduled instructional course hours require the prior approval of the Employee and the Chair.

- 6.15.3.2 Exceptions for instructional load below 336 scheduled instructional course hours require the prior approval of the Dean.
- 6.15.4 Senior Lecturers shall engage in service which shall be focused at the Faculty- and Academic Unit-level including, but not limited to, attendance at Academic Unit meetings and serving on Academic Unit Committees, participating on Faculty Council and its standing committees, serving on contract faculty hiring committees..
- 6.15.5 Senior Lecturers shall be eligible for reassigned time as provided for by Article 14.9.
- 6.15.6 Under exceptional circumstances, Senior Lecturers shall be eligible to accept an overload contract. Overload occurs when a Senior Lecturer teaches in excess of their assigned annual instructional load per the work plan specified in 6.15.2. Overload is subject to approval by the Dean, following consultation with the Chair of the Academic Unit. Overload shall be compensated in accordance with the provisions of Article 13.3 Contract Appointments, and shall not include compensation for any vacation pay.
- 6.16 Evaluation of Probationary and Limited-term Senior Lecturers**
- 6.16.1 Probationary and Limited-term Senior Lecturers shall submit a Faculty Annual Report to the Dean with a copy to the Chair no later than the first Tuesday in September.
- 6.16.2 Probationary Senior Lecturers shall be subject to an annual evaluation. This evaluation shall be completed by the academic unit Tenure Committee in the second year of the appointment, and shall be based on:
- An evaluation of teaching, informed by the provisions and requirements of Article 28;
  - The Senior Lecturer's annual report;
  - Where applicable, progress towards meeting the criteria for permanency in Article 6.17.3
- 6.16.3 No later than October 15, the Tenure Committee shall provide the Senior Lecturer with a written evaluation report. The Tenure Committee may recommend that the Dean meet with the Senior Lecturer to discuss concerns related to the Senior Lecturer's overall progress.
- 6.16.4 Limited-term Senior Lecturers with appointments of duration greater than one year shall be subject to an annual evaluation in accordance with 6.16.2.
- 6.17 Permanent Appointments**
- 6.17.1 A probationary Senior Lecturer shall be eligible to apply for a permanent appointment at the end of the final year of probation.
- 6.17.2 By 15 May of the final probationary year, a Senior Lecturer eligible for a permanent appointment shall submit to the standing committee a dossier which includes:
- An outline of how expectations have been met for each of the components of the Senior Lecturer's assigned duties, and the criteria in 6.17.3;
  - An up-to-date curriculum vitae;
  - Student and peer evaluations, conducted in accordance with Article 28.
- 6.17.3 Recommendations and decisions shall be based on the following criteria:

- i. evidence of proficient and scholarly teaching, including the extent to which duties have been carried out in a responsible and professional manner;
  - ii. evidence of effective service consistent with 6.15.4, including the extent to which duties have been carried out in a responsible and professional manner;
  - iii. evidence of maintaining currency in the discipline and engagement in professional development with demonstrable outcomes;
  - iv. the annual evaluation pursuant to 6.16.3.
- 6.17.4 By 1 June of the final probationary year, the Tenure Committee shall review the evidence presented by the candidate pursuant to 6.17.2 and shall, in accordance with the criteria in 6.6.4, recommend to the Dean that the Employee:
- 6.17.4.1 be granted a permanent appointment; or
  - 6.17.4.2 be released; or
  - 6.17.4.3 be granted one additional probationary year.
- A recommendation pursuant to 6.17.4.2 or 6.17.4.3 shall include a rationale that references the criteria listed in Article 6.17.3.
- 6.17.5 By 7 June of the final probationary year, the Dean shall forward the recommendation of the Tenure Committee to the Provost and Vice-President, Academic, along with the Dean's recommendation.
- 6.17.6 By 21 June of the year of application, the Senior Lecturer shall be advised in writing, with reasons, of the recommendation of the Tenure Committee as set forth in Article 6.17.4, the recommendation of the Dean, and the decision of the Provost and Vice-President, Academic.
- 6.17.7 A Senior Lecturer who has been granted an additional probationary year as specified in Article 6.17.4.3 may apply again for a permanent appointment the following year. Article 6.17.4.3 shall not apply for the second application.
- 6.17.8 If the Provost and Vice-President, Academic decides to release a Senior Lecturer as set forth in Article 6.17.4.2, such termination shall be effective no later than 1 August of the year of application for permanent appointment.
- 6.17.8.1 Upon such termination, a Senior Lecturer shall receive the sum of two (2) months' annual salary and accrued vacation pay as specified in Article 15.4.
  - 6.17.8.2 Within ten (10) Days of receiving notice of such termination, a Senior Lecturer may file an appeal of denial of permanency in accordance with the provisions of Article 10.9.4.
- 6.18 Termination of Senior Lecturers**
- 6.18.1 Either the Board or a Senior Lecturer may terminate the Employee's appointment during the probationary period by written notice of termination specifying the reasons in full.
- 6.18.1.1 In the case of termination by the Board, Articles 4.12.2 through 4.12.5 and 4.12.7 shall apply.
  - 6.18.1.2 Pursuant to Article 6.18.1, a Senior Lecturer may terminate employment by giving notice to the Board no later than 15 March.

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

6.18.2 Termination of a Senior Lecturer who has been granted a permanent appointment pursuant to Article 6.17 may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause, as stipulated in Article 4.13 and 4.14.

**6.19 Performance Review of Senior Lecturers**

6.19.1 Senior Lecturers shall submit a Faculty Annual Report to the Dean with a copy to the Chair no later than the first Tuesday in September. The performance review of Permanent Senior Lecturers shall be in accordance with Article 12.3.

**6.20 Vacation for Senior Lecturers**

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

6.20.2 Limited-term Senior Lecturers hired for a term of one (1) year or two (2) years are entitled to the vacation period specified in Article 6.20.1.

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

**6.21 Benefits and Insurance for Senior Lecturers**

6.21.1 Full-time Senior Lecturers shall be eligible for all benefits provided to Full-time Employees in Articles 16.1 to 16.7.

6.21.2 Limited-term Senior Lecturers shall be eligible for all benefits provided to Limited-term Employees in Articles 16.1 to 16.6.

**6.22 Leaves for Senior Lecturers**

6.22.1 Full-time Senior Lecturers shall be eligible for Maternity and Parental Leave (Article 17.1), fulltime Illness Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.8).

6.22.2 Limited-term Senior Lecturers shall be eligible for full-time Illness Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.8).

**6.23 Professional Development for Senior Lecturers**

6.23.1 The provisions of Articles 18.1, 18.2, 18.4, 18.5, 18.7, and 18.8 shall apply to Full-time and Limited-term Senior Lecturers.



Proposed Language**SENIOR LECTURERS**

Senior Lecturers support the work of an Academic Unit through instruction and related duties.

**6.13 Categories of Appointment**

- 6.13.1 Senior Lecturers are appointed by the Board in one of the following categories:
  - 6.13.1.1 Permanent appointment with a probationary period;
  - 6.13.1.2 Limited-term appointment.
- 6.13.2 Full-time and limited-term appointments are based on the duties and responsibilities outlined in Article 6.15.
- 6.13.3 Limited-term appointments shall be for a term of up to two years and shall normally be made only to replace a Full-time Employee, because funding for the position is conditional, or to pilot a Senior Lecturer position in a new discipline.
- 6.13.4 Senior Lecturers may be hired into a cross-appointed position in accordance with Article 6.15. Permanent Senior Lecturers may apply for cross-appointment in accordance with Article 6.18. Cross-appointed Senior Lecturers shall be governed by the provisions of Article 5.
- 6.13.5 The number of Senior Lecturer positions shall not exceed 10 (ten) percent of the total complement of full-time positions. Total complement shall include all Conditional Tenurable, Tenurable, Tenured, probationary, and permanent positions, including Senior Lecturer positions.

**6.14 Appointment Procedures for Senior Lecturers**

- 6.14.1 Appointment of Senior Lecturers shall be either permanent (with an initial probationary period of two years) or shall be for a limited-term.
- 6.14.2 The selection committee may recommend up to one year of credit toward the probationary period on the basis of previous employment at Mount Royal University or another Universities Canada accredited, or equivalent, institution.
- 6.14.3 Prior to posting a position and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of the Academic Unit shall strike a selection committee. The selection committee shall normally be comprised of:
  - 6.14.3.1 the Chair of the Academic Unit, who shall be chair of the selection committee. When the Chair of the Academic Unit is unable to chair the selection committee, the Dean shall designate a chair for the committee;
  - 6.14.3.2 two (2) Tenured or Tenurable Employees, at least one (1) of whom shall be tenured, from the Academic Unit where the vacancy occurs elected by the Full-time Employees of the Academic Unit. In small Academic Units or disciplines, where necessary, Fulltime Employees from a cognate department in the same Faculty or School may be elected;
  - 6.14.3.3 the Dean or designate; and
  - 6.14.3.4 an Employee from outside the Academic Unit, normally tenured, appointed by the Dean.
- 6.14.4 Prior to posting a position, the Chair of the Academic Unit shall schedule a meeting involving the selection committee and Full-time Employees of the Academic Unit or discipline to develop the duties and responsibilities of the

position, and develop the selection criteria, including, but not limited to, the following:

- academic credential or professional certification;
- appropriate subject and professional expertise;
- any applicable professional and teaching performance standards.

The minimum academic credential for Senior Lecturer appointments shall be a Master's degree. The recommended duties and responsibilities, and the selection criteria, shall be forwarded to the Dean for approval.

6.14.5 The selection committee shall use the selection criteria as a guide to evaluate applicants and develop a list of applicants to be interviewed, conduct the interviews, and formulate its recommendations. Where possible, the committee's decisions shall be reached by consensus and, if not possible, by a simple majority vote.

6.14.6 The chair of the selection committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of applicants. The committee shall make specific recommendations on the following:

- Preferred candidate(s);
- Years credited towards the probationary period pursuant to 6.14.2;
- Term, if a limited-term appointment;
- Placement on the salary schedule, in accordance with the provisions of Article 13.2.

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

6.14.7 The Provost and Vice-President, Academic shall review the selection committee's report and recommendations, and the comment of the Dean, for completeness of process and for conformity with grid placement guidelines, prior to making an employment offer.

6.14.8 The Provost and Vice-President, Academic shall prepare a letter of appointment. The letter of appointment shall outline the nature and scope of the Employee's duties and responsibilities, and shall specify the category and term of appointment, and placement on the salary schedule, in accordance with the provisions of Article 13. A copy of the Agreement between the Mount Royal Faculty Association and the Board of Governors shall be included.

### **6.15 Appointment Procedures for cross-appointment of Senior Lecturers**

**6.15.1 Unless otherwise modified by the clauses in Article 6.15, the provisions of Article 6.14 shall apply.**

**6.15.2 One of the Academic Units shall be formally designated as the home Academic Unit.**

**6.15.3 The Dean(s) and Chairs of the home and cross Academic Units shall agree to the distribution of workload between the two Academic Units.**

**6.15.4 Prior to posting a position and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of the home Academic Unit shall strike a selection committee. The selection committee shall normally be comprised of:**

- 6.15.34.1 the Chair of the home Academic Unit, who shall be chair of the selection committee. When the Chair of the home Academic Unit is unable to chair the selection committee, the Dean of the home Academic Unit shall designate a chair for the committee;
- 6.15.34.2 One (1) Tenured or Tenurable Employee elected from the home Academic Unit and one (1) Tenured or Tenurable Employee elected from the cross Academic Unit. At least one Employee shall be a Tenured Employee. In small Academic Units or disciplines, where necessary, a Tenured Employee from a cognate Academic Unit in the same Faculty or School may be elected-;
- 6.15.34.3 the Dean of the home Academic Unit or designate; and
- 6.15.34.4 \_\_\_\_\_ an Employee, normally tenured, appointed by the Dean of the cross Academic Unit.
- 6.15.5 The letter of appointment, in addition to the items stipulated in Article 6.14.8, shall designate the home and the cross Academic Units to which the Employee is appointed and shall include the distribution of workload between the home and cross Academic Units as determined by Article 6.15.3.
- 6.15.6 The detailed workload plan specified in Article 5.5.3 shall be determined by consultation between the Chairs and the Employee, following consultation with the Dean(s). The detailed workload plan shall be completed by 15 September of the year of appointment and a copy shall be provided to the Provost and Vice President, Academic, the Dean(s), the Chairs of the home and cross Academic Units, and the Employee.

#### 6.1~~65~~ Workload for Senior Lecturers

- 6.1~~65~~.1 The workload of Senior Lecturers includes instruction and limited service. The distribution of duties may vary among disciplines and individuals.
- 6.1~~65~~.2 Workload shall be assigned by the Chair, following consultation with the members of the Academic Unit and the Dean and detailed in a written work plan. Instructional assignments shall be made by 15 February for the following Aacademic Yyear. The workload assignment shall be appealable pursuant to Article 14.12.
- 6.1~~65~~.3 Senior Lecturers shall normally teach 432 scheduled instructional course hours annually. These Employees shall teach not fewer than 384 SICH scheduled instructional course hours annually, or not more than 480 scheduled instructional course hours annually, subject to articles 6.1~~65~~.3.1 and 6.1~~65~~.3.2.
- 6.15.3.1 Exceptions for instructional load above 432 scheduled instructional course hours require the prior approval of the Employee and the Chair.
- 6.15.3.2 Exceptions for instructional load below 336 scheduled instructional course hours require the prior approval of the Dean.
- 6.1~~65~~.4 Senior Lecturers shall engage in service which shall be focused at the Faculty- and Academic Unit-level including, but not limited to, attendance at Academic Unit meetings and serving on Academic Unit Committees, participating on Faculty Council and its standing committees, serving on contract faculty hiring committees.-

- 6.1~~65~~.5 Senior Lecturers shall be eligible for reassigned time as provided for by Article 14.9.
- 6.1~~65~~.6 Under exceptional circumstances, Senior Lecturers shall be eligible to accept an overload contract. Overload occurs when a Senior Lecturer teaches in excess of their assigned annual instructional load per the work plan specified in 6.1~~65~~.2. Overload is subject to approval by the Dean, following consultation with the Chair of the Academic Unit. Overload shall be compensated in accordance with the provisions of Article 13.3 Contract Appointments, and shall not include compensation for any vacation pay.

#### 6.1~~76~~ Evaluation of Probationary and Limited-term Senior Lecturers

- 6.1~~76~~.1 Probationary and Limited-term Senior Lecturers shall submit a Faculty Annual Report to the Dean with a copy to the Chair no later than the first Tuesday in September.
- 6.1~~76~~.2 Probationary Senior Lecturers shall be subject to an annual evaluation. This evaluation shall be completed by the academic unit Tenure Committee in the second year of the appointment, and shall be based on:
- An evaluation of teaching, informed by the provisions and requirements of Article 28;
  - The Senior Lecturer's annual report;
  - Where applicable, progress towards meeting the criteria for permanency in Article 6.1~~87~~.3
- 6.1~~76~~.3 No later than October 15, the Tenure Committee shall provide the Senior Lecturer with a written evaluation report. The Tenure Committee may recommend that the Dean meet with the Senior Lecturer to discuss concerns related to the Senior Lecturer's overall progress.
- 6.1~~76~~.4 Limited-term Senior Lecturers with appointments of duration greater than one year shall be subject to an annual evaluation in accordance with 6.1~~76~~.2.

#### 6.1~~87~~ Permanent Appointments

- 6.1~~87~~.1 A probationary Senior Lecturer shall be eligible to apply for a permanent appointment at the end of the final year of probation.
- 6.1~~87~~.2 By 15 May of the final probationary year, a Senior Lecturer eligible for a permanent appointment shall submit to the standing committee a dossier which includes:
- An outline of how expectations have been met for each of the components of the Senior Lecturer's assigned duties, and the criteria in 6.1~~87~~.3;
  - An up-to-date curriculum vitae;
  - Student and peer evaluations, conducted in accordance with Article 28.
- 6.1~~87~~.3 Recommendations and decisions shall be based on the following criteria:
- i. evidence of proficient and scholarly teaching, including the extent to which duties have been carried out in a responsible and professional manner;

- ii. evidence of effective service consistent with 6.1~~65~~.4, including the extent to which duties have been carried out in a responsible and professional manner;
  - iii. evidence of maintaining currency in the discipline and engagement in professional development with demonstrable outcomes;
  - iv. the annual evaluation pursuant to 6.1~~76~~.3.
- 6.1~~87~~.4 By 1 June of the final probationary year, the Tenure Committee shall review the evidence presented by the candidate pursuant to 6.1~~87~~.2 and shall, in accordance with the criteria in 6.6.4, recommend to the Dean that the Employee:
- 6.1~~87~~.4.1 be granted a permanent appointment; or
  - 6.1~~87~~.4.2 be released; or
  - 6.1~~87~~.4.3 be granted one additional probationary year.
- A recommendation pursuant to 6.1~~87~~.4.2 or 6.1~~87~~.4.3 shall include a rationale that references the criteria listed in Article 6.1~~87~~.3.
- 6.1~~87~~.5 By 7 June of the final probationary year, the Dean shall forward the recommendation of the Tenure Committee to the Provost and Vice-President, Academic, along with the Dean's recommendation.
- 6.1~~87~~.6 By 21 June of the year of application, the Senior Lecturer shall be advised in writing, with reasons, of the recommendation of the Tenure Committee as set forth in Article 6.1~~87~~.4, the recommendation of the Dean, and the decision of the Provost and Vice-President, Academic.
- 6.1~~87~~.7 A Senior Lecturer who has been granted an additional probationary year as specified in Article 6.1~~87~~.4.3 may apply again for a permanent appointment the following year. Article 6.1~~87~~.4.3 shall not apply for the second application.
- 6.1~~87~~.8 If the Provost and Vice-President, Academic decides to release a Senior Lecturer as set forth in Article 6.1~~87~~.4.2, such termination shall be effective no later than 1 August of the year of application for permanent appointment.
- 6.1~~87~~.8.1 Upon such termination, a Senior Lecturer shall receive the sum of two (2) months' annual salary and accrued vacation pay as specified in Article 15.4.
  - 6.1~~87~~.8.2 Within ten (10) Days of receiving notice of such termination, a Senior Lecturer may file an appeal of denial of permanency in accordance with the provisions of Article 10.9.4.

#### **6.19 Cross-appointment of permanent Senior Lecturers**

- 6.19.1 A permanent Senior Lecturer may apply for cross-appointment.
- 6.19.2 Application shall be made in writing to the Chair no later than the eighth (8th) week of the Fall semester of the year prior to the Academic Year in which the proposed cross-appointment is to commence.
- 6.19.3 If approved, the Employee's Academic Unit at the time of application shall be the home Academic Unit.
- 6.19.4 The Chair of the cross Academic Unit shall consult with the cross Academic Unit about the application. The Chairs and Dean(s) of the home and cross Academic Units shall meet to determine whether to recommend the cross-appointment to the Provost and Vice-President, Academic. A recommendation for cross-appointment must be unanimous.

- 6.19.4.1 In the event that the cross-appointment is not approved, the Provost and Vice-President, Academic shall write a letter to the Employee providing the reasons for the decision by 30 January of the Academic Year in which the application was made. A copy of this letter shall be sent to the Dean(s) and the Chairs of the home and cross Academic Units.
- 6.19.5 If the application for cross-appointment is recommended, the detailed workload plan specified in Article 5.5.3 shall be determined by consultation between the Chairs and the Employee, following consultation with the Dean(s).
- 6.19.6 The recommendation for cross-appointment and the detailed workload plan shall be submitted to the Provost and Vice-President, Academic, who shall make a decision no later than 15 January of the Academic Year in which the application was made.
- 6.19.6.1 In the event that the cross-appointment is not approved, the Provost and Vice-President, Academic shall write a letter to the Employee providing the reasons for the decision by 30 January of the Academic Year in which the application was made. A copy of this letter shall be sent to the Dean(s) and the Chairs of the home and cross Academic Units.
- 6.19.7 If the application for cross-appointment is approved by the Provost and Vice-President, Academic, the cross-appointment shall commence on 1 July of the Academic Year after the year in which the application was made.

**6.2018 Termination of Senior Lecturers**

- 6.2018.1 Either the Board or a Senior Lecturer may terminate the Employee's appointment during the probationary period by written notice of termination specifying the reasons in full.
- 6.2018.1.1 In the case of termination by the Board, Articles 4.12.2 through 4.12.5 and 4.12.7 shall apply.
- 6.2018.1.2 Pursuant to Article 6.2018.1, a Senior Lecturer may terminate employment by giving notice to the Board no later than 15 March.
- 6.2018.1.3 A probationary appointment may be terminated by mutual consent at any time.
- 6.2018.2 Termination of a Senior Lecturer who has been granted a permanent appointment pursuant to Article 6.187 may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause, as stipulated in Article 4.13 and 4.14.

**6.2119 Performance Review of Senior Lecturers**

- 6.2119.1 Senior Lecturers shall submit a Faculty Annual Report to the Dean with a copy to the Chair no later than the first Tuesday in September. The performance review of Permanent Senior Lecturers shall be in accordance with Article 12.3.

**6.220 Vacation for Senior Lecturers**

- 6.220.1 Full-time Senior Lecturers shall have two months of vacation, normally 22 June to 14 August plus one (1) week at a time determined by consultation

between the Senior Lecturer and the Chair. The dates of the vacation period may be altered by mutual consent between the Senior Lecturer and the Chair, subject to approval of the Dean.

6.2~~20~~.2 Limited-term Senior Lecturers hired for a term of one (1) year or two (2) years are entitled to the vacation period specified in Article 6.20.1.

6.2~~20~~.3 Limited-term Senior Lecturers hired for less than twelve (12) months are not entitled to any vacation, but shall be paid not less than 8% of their gross salary as vacation pay. This provision shall also apply to the period of a term over one (1) year but less than two (2) years.

6.2~~31~~ **Benefits and Insurance for Senior Lecturers**

6.2~~31~~.1 Full-time Senior Lecturers shall be eligible for all benefits provided to Full-time Employees in Articles 16.1 to 16.7.

6.2~~31~~.2 Limited-term Senior Lecturers shall be eligible for all benefits provided to Limited-term Employees in Articles 16.1 to 16.6.

6.2~~42~~ **Leaves for Senior Lecturers**

6.2~~42~~.1 Full-time Senior Lecturers shall be eligible for Maternity and Parental Leave (Article 17.1), fulltime Illness Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.8).

6.2~~42~~.2 Limited-term Senior Lecturers shall be eligible for full-time Illness Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.8).

6.2~~53~~ **Professional Development for Senior Lecturers**

6.2~~53~~.1 The provisions of Articles 18.1, 18.2, 18.4, 18.5, 18.7, and 18.8 shall apply to Full-time and Limited-term Senior Lecturers.



Language as Revised**SENIOR LECTURERS**

Senior Lecturers support the work of an Academic Unit through instruction and related duties.

**6.13 Categories of Appointment**

- 6.13.1 Senior Lecturers are appointed by the Board in one of the following categories:
  - 6.13.1.1 Permanent appointment with a probationary period;
  - 6.13.1.2 Limited-term appointment.
- 6.13.2 Full-time and limited-term appointments are based on the duties and responsibilities outlined in Article 6.15.
- 6.13.3 Limited-term appointments shall be for a term of up to two years and shall normally be made only to replace a Full-time Employee, because funding for the position is conditional, or to pilot a Senior Lecturer position in a new discipline.
- 6.13.4 Senior Lecturers may be hired into a cross-appointed position in accordance with Article 6.15. Permanent Senior Lecturers may apply for cross-appointment in accordance with Article 6.18. Cross-appointed Senior Lecturers shall be governed by the provisions of Article 5.
- 6.13.5 The number of Senior Lecturer positions shall not exceed 10 (ten) percent of the total complement of full-time positions. Total complement shall include all Conditional Tenurable, Tenurable, Tenured, probationary, and permanent positions, including Senior Lecturer positions.

**6.14 Appointment Procedures for Senior Lecturers**

- 6.14.1 Appointment of Senior Lecturers shall be either permanent (with an initial probationary period of two years) or shall be for a limited-term.
- 6.14.2 The selection committee may recommend up to one year of credit toward the probationary period on the basis of previous employment at Mount Royal University or another Universities Canada accredited, or equivalent, institution.
- 6.14.3 Prior to posting a position and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of the Academic Unit shall strike a selection committee. The selection committee shall normally be comprised of:
  - 6.14.3.1 the Chair of the Academic Unit, who shall be chair of the selection committee. When the Chair of the Academic Unit is unable to chair the selection committee, the Dean shall designate a chair for the committee;
  - 6.14.3.2 two (2) Tenured or Tenurable Employees, at least one (1) of whom shall be tenured, from the Academic Unit where the vacancy occurs elected by the Full-time Employees of the Academic Unit. In small Academic Units or disciplines, where necessary, Fulltime Employees from a cognate department in the same Faculty or School may be elected;
  - 6.14.3.3 the Dean or designate; and
  - 6.14.3.4 an Employee from outside the Academic Unit, normally tenured, appointed by the Dean.
- 6.14.4 Prior to posting a position, the Chair of the Academic Unit shall schedule a meeting involving the selection committee and Full-time Employees of the Academic Unit or discipline to develop the duties and responsibilities of the



position, and develop the selection criteria, including, but not limited to, the following:

- academic credential or professional certification;
- appropriate subject and professional expertise;
- any applicable professional and teaching performance standards.

The minimum academic credential for Senior Lecturer appointments shall be a Master's degree. The recommended duties and responsibilities, and the selection criteria, shall be forwarded to the Dean for approval.

6.14.5 The selection committee shall use the selection criteria as a guide to evaluate applicants and develop a list of applicants to be interviewed, conduct the interviews, and formulate its recommendations. Where possible, the committee's decisions shall be reached by consensus and, if not possible, by a simple majority vote.

6.14.6 The chair of the selection committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of applicants. The committee shall make specific recommendations on the following:

- Preferred candidate(s);
- Years credited towards the probationary period pursuant to 6.14.2;
- Term, if a limited-term appointment;
- Placement on the salary schedule, in accordance with the provisions of Article 13.2.

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

6.14.7 The Provost and Vice-President, Academic shall review the selection committee's report and recommendations, and the comment of the Dean, for completeness of process and for conformity with grid placement guidelines, prior to making an employment offer.

6.14.8 The Provost and Vice-President, Academic shall prepare a letter of appointment. The letter of appointment shall outline the nature and scope of the Employee's duties and responsibilities, and shall specify the category and term of appointment, and placement on the salary schedule, in accordance with the provisions of Article 13. A copy of the Agreement between the Mount Royal Faculty Association and the Board of Governors shall be included.

#### 6.15 **Appointment Procedures for cross-appointment of Senior Lecturers**

6.15.1 Unless otherwise modified by the clauses in Article 6.15, the provisions of Article 6.14 shall apply.

6.15.2 One of the Academic Units shall be formally designated as the home Academic Unit.

6.15.3 The Dean(s) and Chairs of the home and cross Academic Units shall agree to the distribution of workload between the two Academic Units.

6.15.4 Prior to posting a position and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of the home Academic Unit shall strike a selection committee. The selection committee shall normally be comprised of:

- 6.15.4.1 the Chair of the home Academic Unit, who shall be chair of the selection committee. When the Chair of the home Academic Unit is unable to chair the selection committee, the Dean of the home Academic Unit shall designate a chair for the committee;
  - 6.15.4.2 One (1) Tenured or Tenurable Employee elected from the home Academic Unit and one (1) Tenured or Tenurable Employee elected from the cross Academic Unit. At least one Employee shall be a Tenured Employee. In small Academic Units or disciplines, where necessary, a Tenured Employee from a cognate Academic Unit in the same Faculty or School may be elected;
  - 6.15.4.3 the Dean of the home Academic Unit or designate; and
  - 6.15.4.4 an Employee, normally tenured, appointed by the Dean of the cross Academic Unit.
  - 6.15.5 The letter of appointment, in addition to the items stipulated in Article 6.14.8, shall designate the home and the cross Academic Units to which the Employee is appointed and shall include the distribution of workload between the home and cross Academic Units as determined by Article 6.15.3.
  - 6.15.6 The detailed workload plan specified in Article 5.5.3 shall be determined by consultation between the Chairs and the Employee, following consultation with the Dean(s). The detailed workload plan shall be completed by 15 September of the year of appointment and a copy shall be provided to the Provost and Vice President, Academic, the Dean(s), the Chairs of the home and cross Academic Units, and the Employee.
- 6.16 Workload for Senior Lecturers**
- 6.16.1 The workload of Senior Lecturers includes instruction and limited service. The distribution of duties may vary among disciplines and individuals.
  - 6.16.2 Workload shall be assigned by the Chair, following consultation with the members of the Academic Unit and the Dean and detailed in a written work plan. Instructional assignments shall be made by 15 February for the following Academic Year. The workload assignment shall be appealable pursuant to Article 14.12.
  - 6.16.3 Senior Lecturers shall normally teach 432 scheduled instructional course hours annually. These Employees shall teach not fewer than 384 SICH scheduled instructional course hours annually, or not more than 480 scheduled instructional course hours annually, subject to articles 6.16.3.1 and 6.16.3.2.
    - 6.15.3.1 Exceptions for instructional load above 432 scheduled instructional course hours require the prior approval of the Employee and the Chair.
    - 6.15.3.2 Exceptions for instructional load below 336 scheduled instructional course hours require the prior approval of the Dean.
  - 6.16.4 Senior Lecturers shall engage in service which shall be focused at the Faculty- and Academic Unit-level including, but not limited to, attendance at Academic Unit meetings and serving on Academic Unit Committees, participating on Faculty Council and its standing committees, serving on contract faculty hiring committees.-

- 6.16.5 Senior Lecturers shall be eligible for reassigned time as provided for by Article 14.9.
- 6.16.6 Under exceptional circumstances, Senior Lecturers shall be eligible to accept an overload contract. Overload occurs when a Senior Lecturer teaches in excess of their assigned annual instructional load per the work plan specified in 6.16.2. Overload is subject to approval by the Dean, following consultation with the Chair of the Academic Unit. Overload shall be compensated in accordance with the provisions of Article 13.3 Contract Appointments, and shall not include compensation for any vacation pay.

**6.17 Evaluation of Probationary and Limited-term Senior Lecturers**

- 6.17.1 Probationary and Limited-term Senior Lecturers shall submit a Faculty Annual Report to the Dean with a copy to the Chair no later than the first Tuesday in September.
- 6.17.2 Probationary Senior Lecturers shall be subject to an annual evaluation. This evaluation shall be completed by the academic unit Tenure Committee in the second year of the appointment, and shall be based on:
- An evaluation of teaching, informed by the provisions and requirements of Article 28;
  - The Senior Lecturer's annual report;
  - Where applicable, progress towards meeting the criteria for permanency in Article 6.18.3
- 6.17.3 No later than October 15, the Tenure Committee shall provide the Senior Lecturer with a written evaluation report. The Tenure Committee may recommend that the Dean meet with the Senior Lecturer to discuss concerns related to the Senior Lecturer's overall progress.
- 6.17.4 Limited-term Senior Lecturers with appointments of duration greater than one year shall be subject to an annual evaluation in accordance with 6.17.2.

**6.18 Permanent Appointments**

- 6.18.1 A probationary Senior Lecturer shall be eligible to apply for a permanent appointment at the end of the final year of probation.
- 6.18.2 By 15 May of the final probationary year, a Senior Lecturer eligible for a permanent appointment shall submit to the standing committee a dossier which includes:
- An outline of how expectations have been met for each of the components of the Senior Lecturer's assigned duties, and the criteria in 6.18.3;
  - An up-to-date curriculum vitae;
  - Student and peer evaluations, conducted in accordance with Article 28.
- 6.18.3 Recommendations and decisions shall be based on the following criteria:
- i. evidence of proficient and scholarly teaching, including the extent to which duties have been carried out in a responsible and professional manner;

- ii. evidence of effective service consistent with 6.16.4, including the extent to which duties have been carried out in a responsible and professional manner;
  - iii. evidence of maintaining currency in the discipline and engagement in professional development with demonstrable outcomes;
  - iv. the annual evaluation pursuant to 6.17.3.
- 6.18.4 By 1 June of the final probationary year, the Tenure Committee shall review the evidence presented by the candidate pursuant to 6.18.2 and shall, in accordance with the criteria in 6.6.4, recommend to the Dean that the Employee:
- 6.18.4.1 be granted a permanent appointment; or
  - 6.18.4.2 be released; or
  - 6.18.4.3 be granted one additional probationary year.
- A recommendation pursuant to 6.18.4.2 or 6.18.4.3 shall include a rationale that references the criteria listed in Article 6.18.3.
- 6.18.5 By 7 June of the final probationary year, the Dean shall forward the recommendation of the Tenure Committee to the Provost and Vice-President, Academic, along with the Dean's recommendation.
- 6.18.6 By 21 June of the year of application, the Senior Lecturer shall be advised in writing, with reasons, of the recommendation of the Tenure Committee as set forth in Article 6.18.4, the recommendation of the Dean, and the decision of the Provost and Vice-President, Academic.
- 6.18.7 A Senior Lecturer who has been granted an additional probationary year as specified in Article 6.18.4.3 may apply again for a permanent appointment the following year. Article 6.18.4.3 shall not apply for the second application.
- 6.18.8 If the Provost and Vice-President, Academic decides to release a Senior Lecturer as set forth in Article 6.18.4.2, such termination shall be effective no later than 1 August of the year of application for permanent appointment.
- 6.18.8.1 Upon such termination, a Senior Lecturer shall receive the sum of two (2) months' annual salary and accrued vacation pay as specified in Article 15.4.
  - 6.18.8.2 Within ten (10) Days of receiving notice of such termination, a Senior Lecturer may file an appeal of denial of permanency in accordance with the provisions of Article 10.9.4.
- 6.19 Cross-appointment of permanent Senior Lecturers**
- 6.19.1 A permanent Senior Lecturer may apply for cross-appointment.
  - 6.19.2 Application shall be made in writing to the Chair no later than the eighth (8th) week of the Fall semester of the year prior to the Academic Year in which the proposed cross-appointment is to commence.
  - 6.19.3 If approved, the Employee's Academic Unit at the time of application shall be the home Academic Unit.
  - 6.19.4 The Chair of the cross Academic Unit shall consult with the cross Academic Unit about the application. The Chairs and Dean(s) of the home and cross Academic Units shall meet to determine whether to recommend the cross-appointment to the Provost and Vice-President, Academic. A recommendation for cross-appointment must be unanimous.

- 6.19.4.1 In the event that the cross-appointment is not approved, the Provost and Vice-President, Academic shall write a letter to the Employee providing the reasons for the decision by 30 January of the Academic Year in which the application was made. A copy of this letter shall be sent to the Dean(s) and the Chairs of the home and cross Academic Units.
- 6.19.5 If the application for cross-appointment is recommended, the detailed workload plan specified in Article 5.5.3 shall be determined by consultation between the Chairs and the Employee, following consultation with the Dean(s).
- 6.19.6 The recommendation for cross-appointment and the detailed workload plan shall be submitted to the Provost and Vice-President, Academic, who shall make a decision no later than 15 January of the Academic Year in which the application was made.
  - 6.19.6.1 In the event that the cross-appointment is not approved, the Provost and Vice- President, Academic shall write a letter to the Employee providing the reasons for the decision by 30 January of the Academic Year in which the application was made. A copy of this letter shall be sent to the Dean(s) and the Chairs of the home and cross Academic Units.
- 6.19.7 If the application for cross-appointment is approved by the Provost and Vice-President, Academic, the cross-appointment shall commence on 1 July of the Academic Year after the year in which the application was made.
- 6.20 **Termination of Senior Lecturers**
  - 6.20.1 Either the Board or a Senior Lecturer may terminate the Employee's appointment during the probationary period by written notice of termination specifying the reasons in full.
    - 6.20.1.1 In the case of termination by the Board, Articles 4.12.2 through 4.12.5 and 4.12.7 shall apply.
    - 6.20.1.2 Pursuant to Article 6.20.1, a Senior Lecturer may terminate employment by giving notice to the Board no later than 15 March.
    - 6.20.1.3 A probationary appointment may be terminated by mutual consent at any time.
  - 6.20.2 Termination of a Senior Lecturer who has been granted a permanent appointment pursuant to Article 6.18 may only be by retirement, resignation, mutual consent, redundancy, or dismissal for just cause, as stipulated in Article 4.13 and 4.14.
- 6.21 **Performance Review of Senior Lecturers**
  - 6.21.1 Senior Lecturers shall submit a Faculty Annual Report to the Dean with a copy to the Chair no later than the first Tuesday in September. The performance review of Permanent Senior Lecturers shall be in accordance with Article 12.3.
- 6.22 **Vacation for Senior Lecturers**
  - 6.22.1 Full-time Senior Lecturers shall have two months of vacation, normally 22 June to 14 August plus one (1) week at a time determined by consultation

between the Senior Lecturer and the Chair. The dates of the vacation period may be altered by mutual consent between the Senior Lecturer and the Chair, subject to approval of the Dean.

6.22.2 Limited-term Senior Lecturers hired for a term of one (1) year or two (2) years are entitled to the vacation period specified in Article 6.20.1.

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

**6.23 Benefits and Insurance for Senior Lecturers**

6.23.1 Full-time Senior Lecturers shall be eligible for all benefits provided to Full-time Employees in Articles 16.1 to 16.7.

6.23.2 Limited-term Senior Lecturers shall be eligible for all benefits provided to Limited-term Employees in Articles 16.1 to 16.6.

**6.24 Leaves for Senior Lecturers**

6.24.1 Full-time Senior Lecturers shall be eligible for Maternity and Parental Leave (Article 17.1), fulltime Illness Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.8).

6.24.2 Limited-term Senior Lecturers shall be eligible for full-time Illness Leave (Article 17.2), Compassionate Leave (Article 17.3) and Leave of Absence With or Without Pay (Article 17.8).

**6.25 Professional Development for Senior Lecturers**

6.25.1 The provisions of Articles 18.1, 18.2, 18.4, 18.5, 18.7, and 18.8 shall apply to Full-time and Limited-term Senior Lecturers.

Rationale for Change

The reasons for this change are as follows:

- To allow for Senior Lecturers to hold cross-appointments.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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February 3, 2021

Date

The parties hereby agree to the following changes/amendments to Articles 28.4 and 28.5 as a solution to Issues 4c and 3b, and to ensure that faculty workload is sufficiently flexible and equitable (Workload), and providing the Collective Agreement contain provisions for the cross-appointments of Senior Lecturers (Clarity and Consistency of the Collective Agreement).

### Current Language

#### 28.4 Student Evaluation of Instruction

28.4.1 The University will conduct student evaluation of instruction as follows:

- Tenured Employees: at least one (1) per semester
- Tenurable, Conditional Tenurable, and Limited-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Fixed-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Continuing Employees: at least one (1) per semester and any course taught for the first time
- Reappointed Sessional Employees: at least one (1) per semester and any course taught for the first time
- Initial Sessional Employees: one (1) for each course taught in the first semester
- Permanent Lab Instructors: at least one (1) in each of the Fall and Winter semesters
- Probationary and Limited Term Lab Instructors: two (2) in each of the Fall and Winter semesters
- Continuing Clinical Instructor: at least one (1) per semester and any course taught for the first time

An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.

The number of required student evaluations of instruction may be amended as part of the processes in 4.8.8 and 12.3.3.

#### 28.5 Peer Evaluation

28.5.1 Peer evaluation of instruction will occur as follows:

- Tenurable, Conditional Tenurable, and Limited-term Employees: as per the Tenure and Promotion Handbook
- Fixed-term Employees: one (1) in the first year of the appointment
- Continuing Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Reappointed Sessional Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Initial Sessional Employees: one (1) during the first semester of appointment, conducted by the Chair
- Probationary and Limited-Term Lab Instructor: one (1) evaluation by the Chair in the Fall semester and one (1) evaluation by a Tenured Employees

of the Academic Unit who is not a member of the Laboratory Instructor Steering Committee in the Winter

- Continuing Clinical Instructor: at least one (1) every thirty-six (36) months
- An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.

The number of required peer evaluations may be amended as part of the processes in 4.8.8 and 12.3.3.

### Proposed Language

#### 28.4 Student Evaluation of Instruction

28.4.1 The University will conduct student evaluation of instruction as follows:

- Tenured Employees: at least one (1) per semester
- Tenurable, Conditional Tenurable, and Limited-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Fixed-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Continuing Employees: at least one (1) per semester and any course taught for the first time
- Reappointed Sessional Employees: at least one (1) per semester and any course taught for the first time
- Initial Sessional Employees: one (1) for each course taught in the first semester
- Permanent Lab Instructors and Senior Lecturers: at least one (1) in each of the Fall and Winter semesters
- Probationary and Limited Term Lab Instructors and Senior Lecturers: two (2) in each of the Fall and Winter semesters
- Continuing Clinical Instructor: at least one (1) per semester and any course taught for the first time

An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.

The number of required student evaluations of instruction may be amended as part of the processes in 4.8.8 and 12.3.3.

#### 28.5 Peer Evaluation

28.5.1 Peer evaluation of instruction will occur as follows:

- Tenurable, Conditional Tenurable, and Limited-term Employees: as per the Tenure and Promotion Handbook
- Fixed-term Employees: one (1) in the first year of the appointment
- Continuing Employees: at least one (1) every thirty-six (36) months, conducted by the Chair



- Reappointed Sessional Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
  - Initial Sessional Employees: one (1) during the first semester of appointment, conducted by the Chair
  - Probationary and Limited-Term Lab Instructors and Senior Lecturers: one (1) evaluation by the Chair in the Fall semester and one (1) evaluation by a Tenured Employee of the Academic Unit who is not a member of the Laboratory Instructor Steering Committee in the Winter
  - Continuing Clinical Instructor: at least one (1) every thirty-six (36) months
- An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.
- The number of required peer evaluations may be amended as part of the processes in 4.8.8 and 12.3.3.

### Language as Revised

#### 28.4 Student Evaluation of Instruction

28.4.1 The University will conduct student evaluation of instruction as follows:

- Tenured Employees: at least one (1) per semester
- Tenurable, Conditional Tenurable, and Limited-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Fixed-term Employees: at least three (3) per academic year, representing an array of courses where possible
- Continuing Employees: at least one (1) per semester and any course taught for the first time
- Reappointed Sessional Employees: at least one (1) per semester and any course taught for the first time
- Initial Sessional Employees: one (1) for each course taught in the first semester
- Permanent Lab Instructors and Senior Lecturers: at least one (1) in each of the Fall and Winter semesters
- Probationary and Limited Term Lab Instructors and Senior Lecturers: two (2) in each of the Fall and Winter semesters
- Continuing Clinical Instructor: at least one (1) per semester and any course taught for the first time

An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.

The number of required student evaluations of instruction may be amended as part of the processes in 4.8.8 and 12.3.3.

#### 28.5 Peer Evaluation

28.5.1 Peer evaluation of instruction will occur as follows:

- Tenurable, Conditional Tenurable, and Limited-term Employees: as per the Tenure and Promotion Handbook
- Fixed-term Employees: one (1) in the first year of the appointment
- Continuing Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Reappointed Sessional Employees: at least one (1) every thirty-six (36) months, conducted by the Chair
- Initial Sessional Employees: one (1) during the first semester of appointment, conducted by the Chair
- Probationary and Limited-Term Lab Instructors and Senior Lecturers: one (1) evaluation by the Chair in the Fall semester and one (1) evaluation by a Tenured Employees of the Academic Unit who is not a member of the Laboratory Instructor Steering Committee in the Winter
- Continuing Clinical Instructor: at least one (1) every thirty-six (36) months

An Employee may elect to have more courses evaluated in any semester. These evaluations shall be part of the Employee's file, unless otherwise stated by the Employee. These additional evaluations shall be shared with the Employee and the Chair, and the Dean as appropriate.

The number of required peer evaluations may be amended as part of the processes in 4.8.8 and 12.3.3.

#### Rationale for Change

The reasons for this change are as follows:

- To clarify the number of student and peer evaluations for Senior Lecturers.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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February 3, 2021

Date

The parties hereby agree to the following changes/amendments to Article 14.15 as a solution to Issues 3f, and to ensure that there is clarity and consistency around reporting requirements.

Current Language

**14.15 Funding for Contract Opportunities for Service**

The Board shall provide an annual grant of \$20,000 to the Association to support Contract Employees who participate in non-instructional activities. The funding shall be administered by the Association, which shall devise the specific criteria and process for the administration of the funds.

The list of eligible activities shall include, but may not be restricted to, the following:

- Academic Unit and/or discipline-specific planning meetings and task forces;
- Participation in Faculty and institutional governance;
- Selection committees;
- Development and application of academic policies;
- Revision of academic programs;
- Association-Board Joint Committees.

At the conclusion of the team of the Agreement, the Association will produce a report and submit it to the Provost and Vice-President, Academic and to the President of the Association.

Proposed Language

**14.15 Funding for Contract Opportunities for Service**

The Board shall provide an annual grant of \$20,000 to the Association to support Contract Employees who participate in non-instructional activities. The funding shall be administered by the Association, which shall devise the specific criteria and process for the administration of the funds.

The list of eligible activities shall include, but may not be restricted to, the following:

- Academic Unit and/or discipline-specific planning meetings and task forces;
- Participation in Faculty and institutional governance;
- Selection committees;
- Development and application of academic policies;
- Revision of academic programs;
- Association-Board Joint Committees.

~~At the conclusion of the team of the Agreement, the~~ The Association ~~will~~ shall produce a report annually and submit it to the Provost and Vice-President, Academic and to the President of the Association by 31 October.

Language as Revised

**14.15 Funding for Contract Opportunities for Service**

The Board shall provide an annual grant of \$20,000 to the Association to support Contract Employees who participate in non-instructional activities. The funding shall be administered by the Association, which shall devise the specific criteria and process for the administration of the funds.

The list of eligible activities shall include, but may not be restricted to, the following:

- Academic Unit and/or discipline-specific planning meetings and task forces;
- Participation in Faculty and institutional governance;
- Selection committees;
- Development and application of academic policies;
- Revision of academic programs;
- Association-Board Joint Committees.

The Association shall produce a report annually and submit it to the Provost and Vice-President, Academic and to the President of the Association by 31 October.

Rationale for Change

The reason for this change is as follows:

- To ensure clarity and consistency, the report will be submitted annually by 31 October.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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February 27, 2021

Date

The parties hereby agree to the following changes/amendments to Article 19.12.16.1 as a solution to Issues 3f, and to ensure that there is clarity and consistency around reporting requirements.

Current Language

19.12.16.1 The amount and distribution of such funds shall be reported to the Association annually.

Proposed Language

19.12.16.1 ~~The Board shall report~~ ~~the amount~~ annually by 31 October and in the event of any distribution of such funds ~~shall be reported to the Association annually.~~

Language as Revised

19.12.16.1 The Board shall report the amount annually by 31 October in the event of any distribution of such funds.

Rationale for Change

The reason for this change is as follows:

- Instead of reporting annually, the Board will report annually when such funds are distributed.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

February 27, 2021

Date

The parties hereby agree to the following changes/amendments to Article 18.1 as a solution to Issue 10b, and to implement the findings and recommendations of the Joint Committee for the Review and Interpretations of the Collective Agreement.

Current Language

18.1 The Board shall provide annually a sum of three hundred and fifty thousand dollars (\$350,000) plus the amounts transferred from the Contract Professional Development fund as per Article 18.6.1, by September 1 to be divided between the Academic Units of the University on a per capita basis for the purpose of professional development.

In accordance with the published Guidelines for Assessment of Professional Development Applications, the elected Faculty Development Committees in each Academic Unit shall process funding applications from both Full-time Employees and Contract Employees and verify expenditures once approved.

Proposed Language

18.1 The Board shall provide annually a sum of three hundred and fifty thousand dollars (\$350,000) plus the amounts transferred from the Contract Professional Development fund as per Article 18.6.1, by September 1 to be divided between the ~~Academic Units~~ ~~Faculties~~ of the University on a per capita basis for the purpose of professional development.

In accordance with the published Guidelines for Assessment of Professional Development Applications, the elected Faculty Development Committees in each ~~Academic Unit~~ ~~Faculty~~ shall process funding applications from both Full-time Employees and Contract Employees and verify expenditures once approved.

Language as Revised

18.1 The Board shall provide annually a sum of three hundred and fifty thousand dollars (\$350,000) plus the amounts transferred from the Contract Professional Development fund as per Article 18.6.1, by September 1 to be divided between the Faculties of the University on a per capita basis for the purpose of professional development.

In accordance with the published Guidelines for Assessment of Professional Development Applications, the elected Faculty Development Committees in each Faculty shall process funding applications from both Full-time Employees and Contract Employees and verify expenditures once approved.

Rationale for Change

The reason for this change is to reflect the current practice, and to address recommendations of the Joint Committee for the Review and Interpretations of the Collective Agreement.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

April 30, 2021

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Date

The parties hereby agree to add the following article to the Collective Agreement as a solution to Compensation and Benefits:

Current Language

N/A

New Language as Agreed by Both Parties

16.8.1.6 A Contract Employee who meets the eligibility requirements for benefits shall not suffer any loss of eligibility upon returning from an absence of up to eighteen (18) months for reasons related to the birth or adoption of a child. In order to reinstate benefits the Employee shall, upon their return, notify in writing (for example, email), the Department of Human Resources of the reason for the absence.

Rationale for Change

The reasons for this change are to address one of the issues on benefits, and to outline that there is an exception to the requirements for continuous employment.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

May 19, 2021

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Date



The parties hereby agree to add the following article to the Collective Agreement as a solution to Indigenization:

Current Language

13.1.4 Credential Placement

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

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

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

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

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

**Level III** A Doctoral degree

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

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

Proposed Language

13.1.4 Credential Placement

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

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

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

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

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

**Level III** A Doctoral degree

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

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

#### Language as Revised

##### 13.1.4 Credential Placement

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

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

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

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

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

**Level III** A Doctoral degree

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

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

Rationale for Change

The reason for this change is to provide support to the University's Indigenization goals. The parties recognize further work is ongoing to identify and describe the term, "Indigenous Knowledge".

Acknowledgement

We acknowledge valuable input and feedback from Indigenous colleagues.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

May 21, 2021

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Date

The parties hereby agree to add the following article to the Collective Agreement as a solution to Indigenization:

Current Language

13.3.2 Initial category placement (Step 1)

At the time of initial appointment, Employees shall present proof of educational credential, or work towards a credential, to the Chair of the selection committee, who shall recommend to the appropriate Dean placement in category as follows.

A - A first Baccalaureate.

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

C - A Master's degree or Juris Doctor.

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

E - A Doctoral degree.

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

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

Proposed Language

13.3.2 Initial category placement (Step 1)

At the time of initial appointment, Employees shall present proof of educational credential, or work towards a credential, to the Chair of the selection committee, who shall recommend to the appropriate Dean placement in category as follows.

A - A first Baccalaureate.

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

C - A Master's degree or Juris Doctor.

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

E - A Doctoral degree.

Should applicants present educational or training qualifications, including Indigenous Knowledge, other than as listed above, the chair of the selection committee shall recommend category placement to the Dean.

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

Language as Revised

13.3.2 Initial category placement (Step 1)

At the time of initial appointment, Employees shall present proof of educational credential, or work towards a credential, to the Chair of the selection committee, who shall recommend to the appropriate Dean placement in category as follows.

A - A first Baccalaureate.

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

C - A Master's degree or Juris Doctor.

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

E - A Doctoral degree.

Should applicants present educational or training qualifications, including Indigenous Knowledge, other than as listed above, the chair of the selection committee shall recommend category placement to the Dean.

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

Rationale for Change

The reason for this change is to provide support to the University's Indigenization goals. The parties recognize further work is ongoing to identify and describe the term, "Indigenous Knowledge".

Acknowledgement

We acknowledge valuable input and feedback from Indigenous colleagues.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

May 21, 2021

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Date

The parties hereby agree to add the following article to the Collective Agreement as a solution to Indigenization:

Current Language

15.6 All Employees covered by this Agreement shall be entitled to the following holidays:

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

Proposed Language

15.6 All Employees covered by this Agreement shall be entitled to the following holidays:

- |   |               |
|---|---------------|
| Labour Day  | Good Friday   |
| Thanksgiving Day  | Easter Monday |
| Christmas Day   | Victoria Day  |
| Boxing Day  | Canada Day    |
| New Year's Day  | Heritage Day  |
| Remembrance Day   | Family Day    |
| <u>Any other day declared as a holiday by the President of the University</u> |               |

Language as Revised

15.6 All Employees covered by this Agreement shall be entitled to the following holidays:

- |  |               |
|--|---------------|
| Labour Day   | Good Friday   |
| Thanksgiving Day   | Easter Monday |
| Christmas Day  | Victoria Day  |
| Boxing Day   | Canada Day    |
| New Year's Day   | Heritage Day  |
| Remembrance Day  | Family Day    |
| Any other day declared as a holiday by the President of the University |               |

Rationale for Change

The reason for this change is to provide support to the University's Indigenization goals. This change also reflects the recognition of Indigenous holidays.

Acknowledgement

We acknowledge valuable input and feedback from Indigenous colleagues.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

May 21, 2021

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Date



The parties hereby agree to add the following article to the Collective Agreement as a solution to Indigenization:

New Language

**ARTICLE 29 - INDIGENIZATION**

- 29.1 The University and the Association recognize Indigenous ways of knowing, voices, and critiques in our practices such as leadership, teaching, and research, and in our physical spaces. The Parties are committed to the protection of the heritage of Indigenous Peoples and recognize that Indigenous Peoples are the primary guardians and interpreters of their arts, sciences, practices and culture whether created in the past or developed in the future. This commitment and recognition include, especially, those Indigenous nations upon whose lands the University is situated. In addition to Indigenization efforts, actions of redress will require new, complementary, and additional efforts for the University community to meet its collective responsibilities towards Reconciliation.
- 29.2 In addition to the requirements of Article 24.4, all University postings for Employees shall contain a statement that illustrates the University's commitment to support and promote Indigenization.
- 29.3 To address Reconciliation and enhance Indigenization efforts:
- 29.3.1 The training referenced in Article 24.4.1 shall include broad-based training on Indigenous Peoples' culture and history.
- 29.3.2 Specific orientation and training shall be provided for all members and alternates serving on committees related to all aspects of recruitment, hiring, reappointment, and promotion. Members and alternates shall undertake this training annually, and prior to commencing work on such committees. This orientation and training will be included with that outlined in Article 24.4.2.
- 29.3.3 The development and delivery of the training, specified in Articles 29.3.1 and 29.3.2, shall be a collaborative effort between the Association and the University.

Rationale for Change

The reasons for this change are as follows:

- To recognize the parties' commitment to Indigenization in all aspects of recruitment, hiring, reappointment, and promotion.
- To allow the mandatory training to take place alongside other mandatory training (the Equity, Diversity, and Inclusion training), while maintaining its independence such that the distinct knowledge of topics and presenters are recognized.

Acknowledgement

We acknowledge valuable input and feedback from Indigenous colleagues.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Anupam Das  
Chair, Negotiating Committee  
Mount Royal Faculty Association

May 21, 2021

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Date

The parties hereby agree to the following changes/amendments to the Memorandum of understanding regarding Joint Committee for the Review and Interpretation of the Agreement as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Joint Committee for the Review and Interpretation of the Agreement

The Parties agree that there is a need for a joint committee for the review and interpretation of the Agreement with the following charter. The negotiating committees will evaluate and discuss the success of the committee during the next round of collective bargaining.

Committee Charter

Name of Committee:	Joint Committee for the Review and Interpretation of the Collective Agreement
Sponsors:	MRFA and MRU Board of Governors Represented by the President of the MRFA and the Provost and Vice-President, Academic
Purpose:	To interpret the Agreement cooperatively and with an interest focused approach.
Background:	The University has undergone considerable transition over the past number of years and will continue so in the future. The volume and complexity of change is evident as the University and the MRFA adapt the Agreement. In as much as the Agreement is bargained in good faith and intent, there remains the possibility of misunderstanding or lack of clarity regarding certain elements of the Agreement. The Parties have agreed to create a Joint Committee to interpret the Agreement as required.
Authority:	<ul style="list-style-type: none"> <li>• Advise the Board and/or the MRFA regarding interpretation of the Agreement.</li> <li>• May authoritatively interpret the Agreement when a question of interpretation is jointly referred to it by the President of the MRFA and the Provost and Vice-President, Academic of the University.</li> <li>• Does not have the power to amend the Agreement, although it may make recommendations to the Parties.</li> </ul>

- Shall not consider disputes that are the subject of appeal or grievance or that have been submitted to arbitration.
  - Shall not preclude informal meetings between representatives of the University and the Association.
  - Review University policies for impact on the Agreement when jointly referred by the sponsors.
  - May be requested jointly by the negotiating committees to address a particular project for consideration through a Agreement MOU.
- Membership:
- Shall consist of three appointees each from the MRFA and the Board.
  - To the extent possible, the membership shall include one member from each Party's last negotiating committee.
- Operating Procedures:
- The Joint Committee shall be co-chaired by a member from each Party.
  - Quorum for meetings shall be four (4) members, provided that at least two (2) representatives of each Party are present including the co-Chairs.
  - Decisions by the Committee will be made by consensus.
  - In a case where consensus cannot be reached, the Joint Committee shall inform the sponsors.
  - The Joint Committee will meet at least once per semester and more often as necessary. Either co-Chair may call a meeting on seven (7) Days written notice to the other members of the Committee. Written agendas and minutes will be circulated to all members of the Committee.
- Expected Activities: Provide an annual report to the President of the MRFA and the Provost and Vice-President, Academic regarding the scope of activities, recommendations and evaluation of the Committee's function. The report shall be tabled by May 1 each year.
- Resources: Administrative support will be provided by the Office of the Provost and Vice- President, Academic.

Proposed Language

~~MEMORANDUM OF UNDERSTANDING~~

~~Between~~

~~THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY~~

~~And~~

~~THE MOUNT ROYAL FACULTY ASSOCIATION~~

2.4 Regarding Joint Committee for the Review and Interpretation of the Agreement (JCRIA)

~~The Parties agree that there is a need for a joint committee for the review and interpretation of the Agreement with the following charter. The negotiating committees will evaluate and discuss the success of the committee during the next round of collective bargaining.~~

2.4.1 The Joint Committee for the Review and Interpretation of the Agreement, hereafter referred to as the JCRIA, is established to interpret the Agreement cooperatively and with an interest focused approach.

~~Committee Charter~~

~~Name of Committee: Joint Committee for the Review and Interpretation of the Collective Agreement~~

~~Purpose: To interpret the Agreement cooperatively and with an interest focused approach.~~

~~Background: The University has undergone considerable transition over the past number of years and will continue so in the future. The volume and complexity of change is evident as the University and the MRFA adapt the Agreement. In as much as the Agreement is bargained in good faith and intent, there remains the possibility of misunderstanding or lack of clarity regarding certain elements of the Agreement. The Parties have agreed to create a Joint Committee to interpret the Agreement as required.~~

2.4.2 Sponsors: The Sponsors of the JCRIA shall be the MRFA Association and MRU Board of Governors the Board. Represented represented respectively by the President of the MRFA Association and the Provost and Vice-President, Academic.

2.4.3 Membership: The JCRIA shall be composed of Shall consist of three appointees each from the MRFA and the Board.

2.4.3.1 To the extent possible, the membership shall include one member from each Party's last negotiating committee.

Operating Procedures:

2.4.4 The Joint Committee JCRIA shall be co-chairedChaired by a member from each Party.

- 2.4.5 Quorum for meetings shall be four (4) members, provided that at least two (2) representatives of each Party are present including the co-Chairs.
- 2.4.5.1 Decisions by the ~~Committee~~ JCRIA will be made by consensus. In a case where consensus cannot be reached, the ~~Joint Committee~~ JCRIA shall inform the ~~sponsors~~ Sponsors.
- 2.4.6 The ~~Joint Committee~~ JCRIA will meet ~~at least once per semester and more often as necessary~~ at the call of either co-Chair, upon seven (7) Days written notice to the other members of the Committee. Either co-Chair may call a meeting on seven (7) Days written notice to the other members of the Committee. Written agendas and minutes will be circulated to all members of the Committee.
- 2.4.6.1 ~~Expected Activities:—Provide an annual report to the President of the MRFA and the Provost and Vice President, Academic regarding the scope of activities, recommendations and evaluation of the Committee's function. The report shall be tabled by May 1 each year.~~  
The Joint Committee shall report its activities to the Sponsors on an as-needed basis.
- 2.4.7 ~~Authority: The JCRIA:~~
- 2.4.7.1 ~~Shall A~~advise the Board and/or the MRFA Association regarding interpretation of the Agreement.
- 2.4.7.2 May authoritatively interpret the Agreement when a question of interpretation is jointly referred to it by the President of the MRFA Association and the Provost and Vice-President, Academic ~~of the University.~~
- 2.4.7.3 Does not have the power to amend the Agreement, although it may make recommendations to the Parties.
- 2.4.7.4 Shall not consider disputes that are the subject of appeal or grievance or that have been submitted to arbitration.
- 2.4.7.5 Shall not preclude informal meetings between representatives of the University Board and the Association.
- 2.4.7.6 ~~May R~~review University policies for impact on the Agreement when ~~jointly~~ referred by ~~either of~~ the ~~sponsors~~ Sponsors.
- 2.4.7.7 May be requested jointly by the negotiating committees to address a particular project for consideration through ~~an~~ Agreement MOU.
- 2.4.8 ~~Resources:~~ Administrative support for the JCRIA will be provided by the Office of the Provost and Vice--President, Academic.

Language as Revised

**2.4 Joint Committee for the Review and Interpretation of the Agreement (JCRIA)**

- 2.4.1 The Joint Committee for the Review and Interpretation of the Agreement, hereafter referred to as the JCRIA, is established to interpret the Agreement cooperatively and with an interest focused approach.
- 2.4.2 The Sponsors of the JCRIA shall be the Association and the Board, represented respectively by the President of the Association and the Provost and Vice-President, Academic.
- 2.4.3 The JCRIA shall be composed of three appointees each from the MRFA and the Board.
  - 2.4.3.1 To the extent possible, the membership shall include one member from each Party's last negotiating committee.
- 2.4.4 The JCRIA shall be co-Chaired by a member from each Party.
- 2.4.5 Quorum for meetings shall be four (4) members, provided that at least two (2) representatives of each Party are present including the co-Chairs.
  - 2.4.5.1 Decisions by the JCRIA will be made by consensus. In a case where consensus cannot be reached, the JCRIA shall inform the Sponsors.
- 2.4.6 The JCRIA will meet at the call of either co-Chair, upon seven (7) Days written notice to the other members of the Committee. Written agendas and minutes will be circulated to all members of the Committee.
  - 2.4.6.1 The Joint Committee shall report its activities to the Sponsors on an as-needed basis.
- 2.4.7 The JCRIA:
  - 2.4.7.1 Shall advise the Board and/or the Association regarding interpretation of the Agreement.
  - 2.4.7.2 May authoritatively interpret the Agreement when a question of interpretation is jointly referred to it by the President of the Association and the Provost and Vice-President, Academic.
  - 2.4.7.3 Does not have the power to amend the Agreement, although it may make recommendations to the Parties.
  - 2.4.7.4 Shall not consider disputes that are the subject of appeal or grievance or that have been submitted to arbitration.
  - 2.4.7.5 Shall not preclude informal meetings between representatives of the Board and the Association.
  - 2.4.7.6 May review University policies for impact on the Agreement when referred by either of the Sponsors.
  - 2.4.7.7 May be requested jointly by the negotiating committees to address a particular project for consideration through an Agreement MOU.
- 2.4.8 Administrative support for the JCRIA will be provided by the Office of the Provost and Vice-President, Academic.

Rationale for Change

The reasons for this change are as follows:

- To recognize that the Joint Committee for the Review and Interpretation of the Agreement is not a temporary element of the collective agreement,
- To provide greater clarity regarding the reporting expectations of the JCRIA, and
- To provide greater clarity regarding how tasks are provided to the JCRIA.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

2 November 2021

Date



The parties hereby agree to the following changes/amendments to the Memorandum of understanding regarding the Potential Transition to New Software for the Faculty Annual Report as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board") And  
THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")

Regarding the Potential Transition to New Software for the Faculty Annual Report

Both parties have an interest in ensuring that the Faculty Annual Report (FAR) software system is convenient, efficient and sustainable, and that it provides faculty members with an effective means of recording activity and accomplishment and the University with the information it requires for external reporting and accreditation purposes. The current FAR has not consistently met these criteria. Both parties recognize that faculty have encountered multiple forms of the FAR since its introduction and are committed to finding a platform that will meet the above criteria and which, once selected, will provide ongoing continuity.

The University has, after reviewing a range of options, examined a software platform that it believes will work well as a replacement for the current FAR system. The University has invested resources to prepare the system (including extensive data migration from FAR 3.0) for testing with Mount Royal Faculty and to the create conditions for a successful transition. Both parties recognize the importance of testing and refining the system before agreeing to transition. Therefore, the parties agree to strike a joint taskforce to guide testing of the system, and, as appropriate, to advise on the system's implementation.

The taskforce shall be comprised of the following:

- One member of the MRFA Executive Board, appointed by the Association
- Chair, MRFA Faculty Evaluation Committee
- One Chair appointed by the Chairs Assembly
- The Associate VP, Teaching and Learning or designate
- The Associate VP, Research, Scholarship and Community Engagement
- One Dean

The taskforce shall meet for the first time no later than one (1) month after the ratification of the Agreement.

The taskforce will ensure a representative sample of Mount Royal Faculty (including Counsellors, Librarians, Educational Developers and Lab Instructors) test the system with authentic data entry. Based on results of testing, and within two (2) months of the taskforce's first meeting, the taskforce will recommend by consensus or by majority vote whether to transition to the new system, and the timing of such a transition. The recommendation will be conveyed in writing to the Association and the Provost and VP Academic. Should the taskforce recommend transition to a new system, the parties agree that,

barring exceptional circumstances (e.g, vendor insolvency), the system will remain in use for a period of no less than five years .

Should the taskforce recommend transition to the new system, it will advise the University on matters germane to a successful transition including but not limited to faculty training, faculty support in first-time use of the system, and ongoing user support and system maintenance.

Proposed Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board") And  
THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")

Regarding the ~~Potential Transition to New Software for the Faculty Annual Report~~ Faculty180  
Online Annual Reporting System

~~Both parties have an interest in ensuring that the Faculty Annual Report (FAR) software system is convenient, efficient and sustainable, and that it provides faculty members with an effective means of recording activity and accomplishment and the University with the information it requires for external reporting and accreditation purposes. The current FAR has not consistently met these criteria. Both parties recognize that faculty have encountered multiple forms of the FAR since its introduction and are committed to finding a platform that will meet the above criteria and which, once selected, will provide ongoing continuity.~~

~~The University has, after reviewing a range of options, examined a software platform that it believes will work well as a replacement for the current FAR system. The University has invested resources to prepare the system (including extensive data migration from FAR 3.0) for testing with Mount Royal Faculty and to create conditions for a successful transition. Both parties recognize the importance of testing and refining the system before agreeing to transition. Therefore, the parties agree to strike a joint taskforce to guide testing of the system, and, as appropriate, to advise on the system's implementation.~~

~~The taskforce shall be comprised of the following:~~

- ~~• One member of the MRFA Executive Board, appointed by the Association~~
- ~~• Chair, MRFA Faculty Evaluation Committee~~
- ~~• One Chair appointed by the Chairs Assembly~~
- ~~• The Associate VP, Teaching and Learning or designate~~
- ~~• The Associate VP, Research, Scholarship and Community Engagement~~
- ~~• One Dean~~

~~The taskforce shall meet for the first time no later than one (1) month after the ratification of the Agreement.~~

~~The taskforce will ensure a representative sample of Mount Royal Faculty (including Counsellors, Librarians, Educational Developers and Lab Instructors) test the system with authentic data entry. Based on results of testing, and within two (2) months of the taskforce's first meeting, the taskforce will recommend by consensus or by majority vote whether to transition to the new system, and the timing of such a transition. The recommendation will be~~

~~conveyed in writing to the Association and the Provost and VP Academic. Should the taskforce recommend transition to a new system, the parties agree that,~~

~~barring exceptional circumstances (e.g. vendor insolvency), the system will remain in use for a period of no less than five years.~~

~~Should the taskforce recommend transition to the new system, it will advise the University on matters germane to a successful transition including but not limited to faculty training, faculty support in first time use of the system, and ongoing user support and system maintenance.~~

A joint taskforce, struck in accordance with the MOU “Regarding the Potential Transition to New Software for the Faculty Annual Report” (July 1, 2018 – June 30, 2020 Collective Agreement), recommended adoption of the Faculty180 online annual reporting system.

Faculty180 was first used for annual reports covering the 2020/21 Academic Year. The parties agreed that, barring exceptional circumstances (e.g. vendor insolvency), Faculty180 would remain in use for Faculty Annual Reports as described in Appendix B Faculty Reporting System, Faculty Annual Report and Scholarship Plan for a period of no less than five years (i.e. until at least the 2024/25 annual reporting period).

Language as Revised

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board") And  
THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")

Regarding the Faculty180 Online Annual Reporting System

A joint taskforce, struck in accordance with the MOU "Regarding the Potential Transition to New Software for the Faculty Annual Report" (July 1, 2018 – June 30, 2020 Collective Agreement), recommended adoption of the Faculty180 online annual reporting system.

Faculty180 was first used for annual reports covering the 2020/21 Academic Year. The parties agreed that, barring exceptional circumstances (e.g. vendor insolvency), Faculty180 would remain in use for Faculty Annual Reports as described in Appendix B Faculty Reporting System, Faculty Annual Report and Scholarship Plan for a period of no less than five years (i.e. until at least the 2024/25 annual reporting period).

Rationale for Change

The reasons for this change are as follows:

- To reflect developments in the implementation of the new software for the Faculty Annual Report, while retaining elements that need to be referenced in the future.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

2 November 2021

Date

The parties hereby agree to the following changes/amendments to the Memorandum of understanding regarding Application of the Collective Agreement to Employees Working in Student Counselling as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Application of the Collective Agreement to Employees Working in Student Counselling

Employees in Student Counselling do not have a Dean. The Dean's responsibilities for workload assignment are reallocated to the Director, Wellness Services in Article 14.10 – Workload of Counsellors, Educational Developers and Librarians. The Director, Wellness Services reports to the Vice-President, Student Affairs and Campus Life, who is responsible for decisions related to full-time Counsellor positions. The Counsellors are members of the Arts Faculty Council and the detailed tenure and promotion criteria documents of the Faculty of Arts are used in their tenure recommendations and decisions, making the Dean of Arts responsible for matters of this nature.

- a) Both Parties agree that the duties of the Dean in this Agreement shall be reallocated for Employees in Student Counselling according to the following principles:
1. the authority level for decisions related to full-time positions, such as termination and approving a cross-appointment, shall be the Vice-President, Student Affairs and Campus Life;
  2. the Director, Wellness Services shall be responsible for tasks associated with assigning counselling workload, including all categories of part-time appointments, evaluating counselling work, and evaluating service related to counselling work;
  3. the Dean of Arts shall be responsible for evaluating scholarship, any teaching, and those parts of service described in the detailed tenure and promotion criteria of the Faculty of Arts, with the exception of service to the broader community in a faculty member- or discipline-related capacity;
  4. the Dean of Arts shall be responsible for decisions of an academic nature and shall be the route to the Provost and Vice-President, Academic for tenure and promotion matters;

5. the Dean of Arts is responsible for tenure and promotion recommendations, but relies upon recommendations from the Director, Wellness Services regarding the evaluation of counselling work and the evaluation of service related to counselling work, in addition to the recommendations of the Counselling Tenure and Promotion Committee;
  6. the joint process for cross-appointments in Article 5.9.4 shall be used for performance review of tenured counselors. Should a Faculty Review Committee be required, it shall include on additional Tenured Employee from Counselling elected by the Tenured Employees in Counselling.
- b) Both Parties agree that the allocation of duties in this agreement shall be interpreted as detailed in the document *Reallocation of Dean and Provost Duties in Student Counselling*. This document shall be available from Human Resources to the following:
- Employees of Student Counselling (including the Chair)
  - Director of Wellness Services
  - Dean of the Faculty of Arts
  - Associate Dean of the Faculty of Arts
  - Vice-President, Student Affairs and Campus Life
  - Provost and Vice-President, Academic
  - President of the MRFA

Editorial changes to the document *Reallocation of Dean and Provost Duties in Student Counselling* are to be made by Human Resources.

Proposed Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Application of the Collective Agreement to Employees Working in Student  
Counselling

Employees in Student Counselling do not have a Dean. The Dean's responsibilities for workload assignment are reallocated to the Director, Wellness Services in Article 14.10 – Workload of Counsellors, Educational Developers and Librarians. ~~The Director, Wellness Services reports to the Vice President, Student Affairs and Campus Life, who is responsible for decisions related to full-time Counsellor positions.~~ The Counsellors are members of the Arts Faculty Council and the detailed tenure and promotion criteria documents of the Faculty of Arts are used in their tenure recommendations and decisions, making the Dean of Arts responsible for matters of this nature.

- a) Both Parties agree that the duties of the Dean in this Agreement shall be reallocated for Employees in Student Counselling according to the following principles:
1. the authority level for decisions related to full-time positions, such as termination and approving a cross-appointment, shall be the ~~Vice President, Student Affairs and Campus Life~~ Provost and Vice-President, Academic;
  2. the Director, Wellness Services shall be responsible for tasks associated with assigning counselling workload, including all categories of part-time appointments, evaluating counselling work, and evaluating service related to counselling work;
  3. the Dean of Arts shall be responsible for evaluating scholarship, any teaching, and those parts of service described in the detailed tenure and promotion criteria of the Faculty of Arts, with the exception of service to the broader community in a faculty member- or discipline-related capacity;
  4. the Dean of Arts shall be responsible for decisions of an academic nature and shall be the route to the Provost and Vice-President, Academic for tenure and promotion matters;
  5. the Dean of Arts is responsible for tenure and promotion recommendations, but relies upon recommendations from the Director, Wellness Services regarding the evaluation of counselling work and the evaluation of service related to counselling work, in addition to the recommendations of the Counselling Tenure and Promotion Committee;



6. the joint process for cross-appointments in Article 5.9.4 shall be used for performance review of tenured counselors. Should a Faculty Review Committee be required, it shall include on additional Tenured Employee from Counselling elected by the Tenured Employees in Counselling.

b) Both Parties agree that the allocation of duties in this agreement shall be interpreted as detailed in the document Reallocation of Dean and Provost Duties in Student Counselling.

~~This document shall be available from Human Resources to the following:~~

- ~~• Employees of Student Counselling (including the Chair)~~
- ~~• Director of Wellness Services~~
- ~~• Dean of the Faculty of Arts~~
- ~~• Associate Dean of the Faculty of Arts~~
- ~~• Vice President, Student Affairs and Campus Life~~
- ~~• Provost and Vice President, Academic~~
- ~~• President of the MRFA~~

Editorial changes to ~~the this~~ document Reallocation of Dean and Provost Duties in Student Counselling are to be made by Human Resources. The Association will be notified when such changes have been made.

Language as Revised

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Regarding Application of the Collective Agreement to Employees Working in Student  
Counselling

Employees in Student Counselling do not have a Dean. The Dean's responsibilities for workload assignment are reallocated to the Director, Wellness Services in Article 14.10 – Workload of Counsellors, Educational Developers and Librarians. The Counsellors are members of the Arts Faculty Council and the detailed tenure and promotion criteria documents of the Faculty of Arts are used in their tenure recommendations and decisions, making the Dean of Arts responsible for matters of this nature.

- a) Both Parties agree that the duties of the Dean in this Agreement shall be reallocated for Employees in Student Counselling according to the following principles:
1. the authority level for decisions related to full-time positions, such as termination and approving a cross-appointment, shall be the Provost and Vice-President, Academic;
  2. the Director, Wellness Services shall be responsible for tasks associated with assigning counselling workload, including all categories of part-time appointments, evaluating counselling work, and evaluating service related to counselling work;
  3. the Dean of Arts shall be responsible for evaluating scholarship, any teaching, and those parts of service described in the detailed tenure and promotion criteria of the Faculty of Arts, with the exception of service to the broader community in a faculty member- or discipline-related capacity;
  4. the Dean of Arts shall be responsible for decisions of an academic nature and shall be the route to the Provost and Vice-President, Academic for tenure and promotion matters;
  5. the Dean of Arts is responsible for tenure and promotion recommendations, but relies upon recommendations from the Director, Wellness Services regarding the evaluation of counselling work and the evaluation of service related to counselling work, in addition to the recommendations of the Counselling Tenure and Promotion Committee;
  6. the joint process for cross-appointments in Article 5.9.4 shall be used for performance review of tenured counselors. Should a Faculty Review Committee be required, it shall

include on additional Tenured Employee from Counselling elected by the Tenured Employees in Counselling.

- b) Both Parties agree that the allocation of duties in this agreement shall be interpreted as detailed in the document Reallocation of Dean Duties in Student Counselling. Editorial changes to this document are to be made by Human Resources. The Association will be notified when such changes have been made.

Rationale for Change

The reasons for this change are as follows:

- To reflect changes in positions and/or titles, and
- To reflect the fact that the document, Reallocation of Dean Duties in Student Counselling, is accessible to everyone.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

2 November 2021

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Date

The parties hereby agree to the following changes/amendments to the Memorandum of understanding regarding the Creation and Phasing-in of Senior Lecturers as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY (“THE UNIVERSITY”)  
AND  
THE MOUNT ROYAL FACULTY ASSOCIATION (“THE ASSOCIATION”)

Re: The Creation and Phasing-in of Senior Lecturers

Both Parties agree that a new category of permanent position, entitled “Senior Lecturer” shall be created and phased-in over six (6) years, commencing July 1, 2019 and ending August 14, 2025. The parties also agree that no new Fixed-term appointments will be made over the transition period.

To that end the Parties further agree to the following principles:

- The total number of Fixed-term plus Senior Lecturer positions phased-in during the transition period will be at least 25.
- The Board guarantees at least seven (7) permanent Senior Lecturer positions will be created over the life of this Agreement: three (3) permanent positions commencing on or before August 2019 and four (4) permanent positions commencing on July 1, 2020.
- During the six (6)-year transition period, first consideration for appointment to all Senior Lecturer positions will be given to internal applicants (as defined under “Transition Period Process” below).
- The Agreement shall not contain references to specific minimum or maximum numbers of Senior Lecturer positions
- There shall be three (3) formal reviews of the transition period (i.e. the phasing-in of Senior Lecturer positions and the phasing-out of Fixed-term contract positions) to be completed no later than December 15, 2019, December 15, 2021, and December 15, 2023. The written reports summarizing the review shall be submitted to the Provost and Vice-President, Academic and the President of the MRFA no later than 15 January following the review’s completion.

Transition Period Process (to August 14, 2025)

- Each current Fixed-term position that becomes vacant based on the procedures in 4.11.12 or 4.11.13 will be replaced by a Senior Lecturer position.
- The Board may, at its sole discretion, create additional Senior Lecturer positions beyond those “converted” from the Fixed-term allocation.
- There shall be no restrictions on the distribution of Senior Lecturer positions across Faculties or academic units but Full-time service loads shall be considered in the allocation process.
- The selection committees shall be constituted and operate as outlined in Article 6.14.3 and 6.14.4.
- All Senior Lecturer positions shall be posted internally first to all limited-term and contract faculty who meet the requirements of Article 4.8.1.
- First consideration for appointment to Senior Lecturer positions will be given to internal applicants who meet the requirements of Article 4.8.2.  
Should no successful internal candidate emerge from this process, the position shall be posted externally and the selection committee shall provide the Dean with a rationale to explain why no internal candidate was selected. The Dean shall comment on the rationale and forward it to the Provost and Vice-President, Academic, who shall forward a copy of the rationale to the Association.
- All current incumbents of Fixed-term positions at the time of signing the MOU will be eligible for reappointment, according to 4.11.12, with any such contracts expiring no later than August 14, 2025 and subject to the outcome of the review mandated below.
- The parties commit to review the status of any remaining incumbents of Fixed-term positions who have contracts expiring August 14, 2025. This review will be to determine the next steps for such incumbents, and will take place by March 31, 2024.

Post Transition (effective August 15, 2025)

- The creation/allocation and filling of Senior Lecturer positions shall be according to normal processes for developing, vetting, and approving Faculty staffing plans.

Proposed Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY (“THE UNIVERSITY”)  
AND  
THE MOUNT ROYAL FACULTY ASSOCIATION (“THE ASSOCIATION”)

Re: The Creation and Phasing-in of Senior Lecturers

Both Parties agree that ~~a new category of the~~ permanent position, ~~entitled of~~ “Senior Lecturer” shall be ~~created and~~ phased-in over ~~a~~ six (6) years ~~period.~~ ~~This period commencing~~ July 1, 2019 and ~~shall ending~~ August 14, 2025. The parties also agree that no new Fixed-term appointments will be made over the transition period.

To that end the Parties further agree to the following principles:

- The total number of Fixed-term plus Senior Lecturer positions phased-in during the transition period will be at least 25.
- ~~The Board guarantees at least seven (7) permanent Senior Lecturer positions will be created over the life of this Agreement: three (3) permanent positions commencing on or before August 2019 and four (4) permanent positions commencing on July 1, 2020.~~
- During the six (6)-year transition period, first consideration for appointment to all Senior Lecturer positions will be given to internal applicants (as defined under “Transition Period Process” below).
- The Agreement shall not contain references to specific minimum or maximum numbers of Senior Lecturer positions
- There shall be three (3) formal ~~reviews reports~~ of the transition period (i.e. the phasing-in of Senior Lecturer positions and the phasing-out of Fixed-term contract positions) to be completed no later than December 15, 2019, December 15, 2021, and December 15, 2023. The written reports ~~summarizing the review~~ shall be submitted to the Provost and Vice-President, Academic and the President of the MRFA no later than 15 January ~~following the review’s completion.~~ The Provost and Vice-President, Academic and the President of the Association shall meet to review each formal report.

Transition Period Process (to August 14, 2025)

- Each current Fixed-term position that becomes vacant based on the procedures in 4.11.12 or 4.11.13 will be replaced by a Senior Lecturer position.
- The Board may, at its sole discretion, create additional Senior Lecturer positions beyond those “converted” from the Fixed-term allocation.

- There shall be no restrictions on the distribution of Senior Lecturer positions across Faculties or academic units but Full-time service loads shall be considered in the allocation process.
- The selection committees shall be constituted and operate as outlined in Article 6.14.3 and 6.14.4.
- All Senior Lecturer positions shall be posted internally first to all limited-term and contract faculty who meet the requirements of Article 4.8.1.
- First consideration for appointment to Senior Lecturer positions will be given to internal applicants who meet the requirements of Article 4.8.2.  
Should no successful internal candidate emerge from this process, the position shall be posted externally and the selection committee shall provide the Dean with a rationale to explain why no internal candidate was selected. The Dean shall comment on the rationale and forward it to the Provost and Vice-President, Academic, who shall forward a copy of the rationale to the Association.
- All ~~current~~ incumbents of Fixed-term positions ~~at the time of signing the MOU as of June 14, 2019~~ will shall be eligible for reappointment, according to 4.11.12, with any such contracts expiring no later than August 14, 2025 and subject to the outcome of the review mandated below.
- The parties commit to review the status of any remaining incumbents of Fixed-term positions who have contracts expiring August 14, 2025. This review will be to determine the next steps for such incumbents, and will take place by March 31, 2024.

Post Transition (effective August 15, 2025)

- The creation/allocation and filling of Senior Lecturer positions shall be according to normal processes for developing, vetting, and approving Faculty staffing plans.

Language as Revised

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY (“THE UNIVERSITY”)  
AND  
THE MOUNT ROYAL FACULTY ASSOCIATION (“THE ASSOCIATION”)

Re: The Creation and Phasing-in of Senior Lecturers

Both Parties agree the permanent position of “Senior Lecturer” shall be phased-in over a six (6) year period. This period commenced July 1, 2019 and shall end August 14, 2025. The parties also agree that no new Fixed-term appointments will be made over the transition period.

To that end the Parties further agree to the following principles:

- The total number of Fixed-term plus Senior Lecturer positions phased-in during the transition period will be at least 25.
- During the six (6)-year transition period, first consideration for appointment to all Senior Lecturer positions will be given to internal applicants (as defined under “Transition Period Process” below).
- The Agreement shall not contain references to specific minimum or maximum numbers of Senior Lecturer positions
- There shall be three (3) formal reports of the transition period (i.e. the phasing-in of Senior Lecturer positions and the phasing-out of Fixed-term contract positions) to be completed no later than December 15, 2019, December 15, 2021, and December 15, 2023. The written reports shall be submitted to the Provost and Vice-President, Academic and the President of the MRFA no later than 15 January. The Provost and Vice-President, Academic and the President of the Association shall meet to review each formal report.

Transition Period Process (to August 14, 2025)

- Each current Fixed-term position that becomes vacant based on the procedures in 4.11.12 or 4.11.13 will be replaced by a Senior Lecturer position.
- The Board may, at its sole discretion, create additional Senior Lecturer positions beyond those “converted” from the Fixed-term allocation.
- There shall be no restrictions on the distribution of Senior Lecturer positions across Faculties or academic units but Full-time service loads shall be considered in the allocation process.



- The selection committees shall be constituted and operate as outlined in Article 6.14.3 and 6.14.4.
- All Senior Lecturer positions shall be posted internally first to all limited-term and contract faculty who meet the requirements of Article 4.8.1.
- First consideration for appointment to Senior Lecturer positions will be given to internal applicants who meet the requirements of Article 4.8.2.  
Should no successful internal candidate emerge from this process, the position shall be posted externally and the selection committee shall provide the Dean with a rationale to explain why no internal candidate was selected. The Dean shall comment on the rationale and forward it to the Provost and Vice-President, Academic, who shall forward a copy of the rationale to the Association.
- All incumbents of Fixed-term positions as of June 14, 2019 shall be eligible for reappointment, according to 4.11.12, with any such contracts expiring no later than August 14, 2025 and subject to the outcome of the review mandated below.
- The parties commit to review the status of any remaining incumbents of Fixed-term positions who have contracts expiring August 14, 2025. This review will be to determine the next steps for such incumbents, and will take place by March 31, 2024.

Post Transition (effective August 15, 2025)

- The creation/allocation and filling of Senior Lecturer positions shall be according to normal processes for developing, vetting, and approving Faculty staffing plans.

#### Rationale for Change

The reasons for this change are as follows:

- To reflect developments in the implementation of the Senior Lecturer position, while retaining elements that need to be referenced in the future.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

---

Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

2 November 2021

---

Date

The parties hereby agree to the following changes/amendments to the Memorandum of Understanding regarding the Items Referred to the Joint Committee for Interpretation of the Collective Agreement as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board")

And

THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")

Items Referred to the Joint Committee for Interpretation of the Collective Agreement

In the course of reviewing provisions in Article 4.14, both parties were uncertain how the University Tenure and Promotion became involved with assessing the credentials of faculty declared redundant return to work at MRU. In discussions of Article 18.1, questions arose around how consistently the Guidelines for Assessment of Professional Development Applications are administered across the University.

1. The Parties jointly request the Joint Committee for the Interpretation of the Collective Agreement review and provide an interpretation with respect to Article 4.14.6, specifically to interpret the provision that the UTPC be consulted when a redundant employee is recalled to work. The Committee will address the following questions :
  - a. What was the reason for including the UTPC in this clause?
  - b. What recommendations, if any, does the Committee make about its inclusion in the CA going forward?
2. With respect to Article 18. 1, the Parties jointly request the Joint Committee for the Interpretation of the Collective Agreement review the published Guidelines for Assessment of Professional Development Applications with respect to how applications are made in each Faculty (or equivalent), what additional guidelines (if any) are being used and what processes are being followed in funding applications.

The Parties request that the Joint Committee submit a report of their findings along with any recommendations for changes to the guidelines to the Provost and the President of the Association for consideration in the next round of collective bargaining.

Proposed Language

~~MEMORANDUM OF UNDERSTANDING~~

~~Between~~

~~THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board")~~

~~And~~

~~THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")~~

~~Items Referred to the Joint Committee for Interpretation of the Collective Agreement~~

~~In the course of reviewing provisions in Article 4.14, both parties were uncertain how the University Tenure and Promotion became involved with assessing the credentials of faculty declared redundant return to work at MRU. In discussions of Article 18.1, questions arose around how consistently the Guidelines for Assessment of Professional Development Applications are administered across the University.~~

- ~~1. The Parties jointly request the Joint Committee for the Interpretation of the Collective Agreement review and provide an interpretation with respect to Article 4.14.6, specifically to interpret the provision that the UTPC be consulted when a redundant employee is recalled to work. The Committee will address the following questions:
  - ~~a. What was the reason for including the UTPC in this clause?~~
  - ~~b. What recommendations, if any, does the Committee make about its inclusion in the CA going forward?~~~~
- ~~2. With respect to Article 18. 1, the Parties jointly request the Joint Committee for the Interpretation of the Collective Agreement review the published Guidelines for Assessment of Professional Development Applications with respect to how applications are made in each Faculty (or equivalent), what additional guidelines (if any) are being used and what processes are being followed in funding applications.~~
- ~~The Parties request that the Joint Committee submit a report of their findings along with any recommendations for changes to the guidelines to the Provost and the President of the Association for consideration in the next round of collective bargaining.~~

Language as Revised

*\*Deletion of the MOU; no language going forward.*

Rationale for Change

The reasons for this change are as follows:

- The MOU is incorporated into the agreement (Greensheet #28).

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

2 November 2021

---

Date

The parties hereby agree to the following changes/amendments to the Memorandum of Understanding regarding the Items Referred to the Joint Committee for Interpretation of the Collective Agreement as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY ("THE UNIVERSITY")

And

THE MOUNT ROYAL FACULTY ASSOCIATION ("THE ASSOCIATION")

The 1980-81 Collective Agreement established the department average as part of Mount Royal's move to measure faculty workload in scheduled instructional contact hours (SICH). Both parties see the calculation of a department average as being an important way to measure the work faculty undertake in academic units.

Therefore the Parties commit to striking a working group to explore the determination and utility of the Department Average, including the impact on the Department Average of the workload of Senior Lecturers. The working group shall be comprised of four members, two appointed by the Association and two appointed by the Board. Ideally, at least one (1) member of the Parties' respective current bargaining team will be appointed.

Through this work, the parties will create a report, which, by consensus, may provide recommendations about Article 14.6, to be submitted to the Provost and Vice-President Academic and the President of the MRFA.

This work will be concluded no later than October 31, 2019.

Proposed Language

~~MEMORANDUM OF UNDERSTANDING~~

~~Between~~

~~THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY ("THE UNIVERSITY")~~

~~And~~

~~THE MOUNT ROYAL FACULTY ASSOCIATION ("THE ASSOCIATION")~~

~~The 1980-81 Collective Agreement established the department average as part of Mount Royal's move to measure faculty workload in scheduled instructional contact hours (SICH). Both parties see the calculation of a department average as being an important way to measure the work faculty undertake in academic units.~~

~~Therefore the Parties commit to striking a working group to explore the determination and utility of the Department Average, including the impact on the Department Average of the workload of Senior Lecturers. The working group shall be comprised of four members, two appointed by the Association and two appointed by the Board. Ideally, at least one (1) member of the Parties' respective current bargaining team will be appointed.~~

~~Through this work, the parties will create a report, which, by consensus, may provide recommendations about Article 14.6, to be submitted to the Provost and Vice President Academic and the President of the MRFA.~~

~~This work will be concluded no later than October 31, 2019.~~

Language as Revised

*\*Deletion of the MOU; no language going forward.*

Rationale for Change

The reasons for this change are as follows:

- The tasks referenced within the MOU have been completed.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

2 November 2021

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Date

The parties hereby agree to the following changes/amendments to the *Guidelines for Assessment of Professional Development Applications* as a solution to Faculty Development Funding and how do we align the distribution of Faculty Development Committee (FDC) funding with the professional responsibilities and expectations of different employment groups.

Current Language

**Faculty Development Committee**

**Guidelines for Assessment of Professional Development Applications**

Professional development funds are allocated to faculty members to enhance effectiveness in their University function and to strengthen their expertise and knowledge in areas related to the teaching function. All faculty members are eligible to apply for funds.

For the purpose of these guidelines:

- *Faculty* is used to refer to any Faculty, Centre, School or other major organizational unit which includes faculty members.
- *dean* is used to refer the dean or director of any Faculty, Centre or School or the administrator responsible for any other major organizational unit which includes faculty members.

Each Faculty is responsible for establishing a Faculty Development Committee comprised of:

- *one elected faculty member from each department or program*
- *dean of the Faculty [who will serve as non-voting chair]*

Members are elected for one year, commencing August 15. In unusual circumstances, the composition of the Committee may differ. The Vice-President, Academic and the President of the Mount Royal Faculty Association must agree upon such exceptions.

The Faculty Development Committee will:

- *publish and communicate guidelines for the assessment of applications for professional development funds;*
- *assess needs and support professional development activities for faculty members within its respective Faculty;*
- *evaluate applications for professional development funds and determine the level of support provided for each;*
- *maintain liaison with other committees or individuals within the College who are involved in professional development activities for faculty.*

**Process for Application:**

Applicants are required to complete an Application for Funding form [*available from department secretary, office of the dean or P:/ drive*].

Applications will include:

- *a written proposal which outlines the professional development activity;*
- *a statement which demonstrates the level of department support;*
- *an explanation of benefits to the individual and to the College;*
- *a brochure or other printed material [if applicable] which describes the professional development activity.*

Applications will be submitted to the office of the dean in accordance with the following deadlines:

<b>Application deadline</b>	<b>Funding period</b>
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

### **Guidelines for Assessment of Applications:**

The Faculty Development Committee will consider applications in accordance with the following criteria:

- applicants who have not received funding in the past two years will be given priority over those who have;
- priority will be given to applicants who are active participants rather than observers;
- applicants who propose activities directly related to their teaching responsibilities will be given priority over those whose activities are less directly related to teaching;
- priority will be given to applicants whose activities benefit both the individual and the College;
- applications will be assessed on the merits of the submissions and in accordance with stipulated guidelines;
- all applicants, regardless of employment status, will be treated equitably;
- applications which do not meet the criteria will be considered after funds have been disbursed to those submissions which meet them.

The Faculty Development Committee:

- may, at its discretion, fund all or a portion of the funds requested;
- will not fund substitute faculty members;
- will not fund programs of study;
- will not fund research.

### **Reports:**

Within sixty days of receiving funds, the applicant will submit to the Faculty Development Committee a brief report and relevant receipts [*receipts for expenditures must be submitted to the office of the dean prior to June 30 of the funding year*]. The report will summarize a completed



activity and its relevance to the individual's area of responsibility at Mount Royal College. In the case of ongoing activity, a progress report will be submitted. In such a case, the Faculty Development Committee may request further progress reports or may discontinue the funding of projects which cannot demonstrate adequate progress.

Proposed Language**Faculty Development Committee****Guidelines for Assessment of Professional Development Applications**

For the purposes of these guidelines, terms are used as they are defined in the Collective Agreement between the Mount Royal Faculty Association and the Board of Governors of Mount Royal University.

Professional development funds are allocated to ~~faculty members~~ each Faculty in accordance with Article 18.1 of the Collective Agreement. Their purpose is to support and to enhance Employee effectiveness, accomplishment, and expertise in all areas of professional responsibility with priority given to teaching and scholarship. An integral component of this support is for participation in conferences, workshops, and related events. in their University function and to strengthen their expertise and knowledge in areas related to the teaching function. All faculty members are eligible to apply for funds.

Professional development funds are disbursed by a Faculty Development Committee. These Guidelines establish the Committees and outline their responsibilities. They also provide guidance on applicant eligibility, while making it clear that a Committee has the autonomy to establish criteria and context relevant to the respective Faculty.

For the purpose of these guidelines:

- ~~Faculty is used to refer to any Faculty, Centre, School or other major organizational unit which includes faculty members.~~
- ~~dean is used to refer the dean or director of any Faculty, Centre or School or the administrator responsible for any other major organizational unit which includes faculty members.~~

Each Faculty is responsible for establishing a Faculty Development Committee comprised of:

- ~~one elected faculty member from each department or program~~
- ~~dean of the Faculty [who will serve as non-voting chair]~~

~~Members are elected for one year, commencing August 15. In unusual circumstances, the composition of the Committee may differ. The Vice-President, Academic and the President of the Mount Royal Faculty Association must agree upon such exceptions.~~

Faculty Development Committee

- Each Faculty is responsible for establishing a Faculty Development Committee comprised of:
  - One Employee from each Academic Unit, elected by the Employees of the Academic Unit;
  - The Dean of the Faculty, or designate, who shall serve as non-voting chair.
- Elected members serve a term of one Academic Year.
- In unusual circumstances, the composition of the Committee may vary. The Provost and Vice-President, Academic, and the President of the Mount Royal Faculty Association must agree upon such exceptions.

The Faculty Development Committee will:

- ~~publish and communicate guidelines for the assessment of applications for professional development funds;~~
- ~~assess needs and support professional development activities for faculty members within its respective Faculty;~~
- ~~evaluate applications for professional development funds and determine the level of support provided for each;~~
- ~~maintain liaison with other committees or individuals within the College who are involved in professional development activities for faculty.~~

### **Responsibilities of the Faculty Development Committee**

- Publish and communicate:
  - The application process and application deadlines for requesting professional development funds;
  - The funding available to applicants;
  - The guidelines for assessment of applications for professional development funds;
  - The guidelines related to expense eligibility and expense reimbursement;
  - Any reporting requirements associated with receiving funding.
- Evaluate applications for professional development funds and determine the level of support.
- Liaise with other Faculty Development Committees across the University.

### **Eligibility and priority for professional development funding**

- The following are University eligibility requirements for professional development funding:
  - All Employees are eligible to apply for funding;
  - All applicants, regardless of employment status, shall be treated equitably;
  - Applicants who have not received funding in the past two years shall be given priority over those who have.
- Applications are assessed on the merits of the submissions and in accordance with stipulated guidelines.
- Priority is given to applicants whose proposed activities are directly related to their teaching or scholarship, but applications related to other professional responsibilities of benefit to the University may also be considered.
- Faculty Development Committees may determine criteria for assessing the merit of applications.

### **Process for Application:**

~~Applicants are required to complete an Application for Funding form [available from department secretary, office of the dean or P:/ drive].~~

~~Applications will include:~~

- ~~a written proposal which outlines the professional development activity;~~
- ~~a statement which demonstrates the level of department support;~~
- ~~an explanation of benefits to the individual and to the College;~~

- ~~a brochure or other printed material [if applicable] which describes the professional development activity.~~

**Application deadlines**

- Applications will be submitted to the office of the dean in accordance with the following deadlines:

<b>Application deadline</b>	<b>Funding period</b>
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

- At their discretion, a Faculty Development Committee may offer additional calls for applications.

**Guidelines for Assessment of Applications:**

The Faculty Development Committee ~~will consider applications in accordance with the following criteria:~~

- ~~applicants who have not received funding in the past two years will be given priority over those who have;~~
- ~~priority will be given to applicants who are active participants rather than observers;~~
- ~~applicants who propose activities directly related to their teaching responsibilities will be given priority over those whose activities are less directly related to teaching;~~
- ~~priority will be given to applicants whose activities benefit both the individual and the College;~~
- ~~applications will be assessed on the merits of the submissions and in accordance with stipulated guidelines;~~
- ~~all applicants, regardless of employment status, will be treated equitably;~~
- ~~applications which do not meet the criteria will be considered after funds have been disbursed to those submissions which meet them.~~

The Faculty Development Committee:

- ~~may, at its discretion, fund all or a portion of the funds requested;~~
- ~~will not fund substitute faculty members;~~
- ~~will not fund programs of study;~~
- ~~will not fund research.~~

**Reports:**

~~Within sixty days of receiving funds, the applicant will submit to the Faculty Development Committee a brief report and relevant receipts [receipts for expenditures must be submitted to the office of the dean prior to June 30 of the funding year]. The report will summarize a completed activity and its relevance to the individual’s area of responsibility at Mount Royal College. In the case of ongoing activity, a progress report will be submitted. In such a case, the Faculty~~

~~Development Committee may request further progress reports or may discontinue the funding of projects which cannot demonstrate adequate progress.~~

Language as Revised

## **Faculty Development Committee**

### **Guidelines for Assessment of Professional Development Applications**

*For the purposes of these guidelines, terms are used as they are defined in the Collective Agreement between the Mount Royal Faculty Association and the Board of Governors of Mount Royal University.*

Professional development funds are allocated to each Faculty in accordance with Article 18.1 of the Collective Agreement. Their purpose is to support and to enhance Employee effectiveness, accomplishment, and expertise in all areas of professional responsibility with priority given to teaching and scholarship. An integral component of this support is for participation in conferences, workshops, and related events.

Professional development funds are disbursed by a Faculty Development Committee. These Guidelines establish the Committees and outline their responsibilities. They also provide guidance on applicant eligibility, while making it clear that a Committee has the autonomy to establish criteria and context relevant to the respective Faculty.

#### **Faculty Development Committee**

- Each Faculty is responsible for establishing a Faculty Development Committee comprised of:
  - One Employee from each Academic Unit, elected by the Employees of the Academic Unit;
  - The Dean of the Faculty, or designate, who shall serve as non-voting chair.
- Elected members serve a term of one Academic Year.
- In unusual circumstances, the composition of the Committee may vary. The Provost and Vice-President, Academic, and the President of the Mount Royal Faculty Association must agree upon such exceptions.

#### **Responsibilities of the Faculty Development Committee**

- Publish and communicate:
  - The application process and application deadlines for requesting professional development funds;
  - The funding available to applicants;
  - The guidelines for assessment of applications for professional development funds;
  - The guidelines related to expense eligibility and expense reimbursement;
  - Any reporting requirements associated with receiving funding.
- Evaluate applications for professional development funds and determine the level of support.
- Liaise with other Faculty Development Committees across the University.

#### **Eligibility and priority for professional development funding**

- The following are University eligibility requirements for professional development funding:
  - All Employees are eligible to apply for funding;
  - All applicants, regardless of employment status, shall be treated equitably;
  - Applicants who have not received funding in the past two years shall be given priority over those who have.

- Applications are assessed on the merits of the submissions and in accordance with stipulated guidelines.
- Priority is given to applicants whose proposed activities are directly related to their teaching or scholarship, but applications related to other professional responsibilities of benefit to the University may also be considered.
- Faculty Development Committees may determine criteria for assessing the merit of applications.

### **Application deadlines**

- Applications will be submitted to the office of the dean in accordance with the following deadlines:

<b>Application deadline</b>	<b>Funding period</b>
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

- At their discretion, a Faculty Development Committee may offer additional calls for applications.

### Rationale for Change

The reasons for this change are as follows:

- To improve the consistency of application of eligibility criteria across faculties and to remove the reporting requirement.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

2 November 2021

Date

The parties hereby agree to the following changes/amendments to the Memorandum of Understanding regarding Financial Emergencies as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Re: Financial Emergencies

In the event that the University finds itself in a financial emergency that requires extraordinary steps including the termination of permanent and tenured positions, both parties agree that it is a mutual interest to establish a clear, transparent consultative process to address such an emergency.

**Therefore the Parties agree to the following principles:**

1. That the Board has a right to manage budgets and staffing.
2. That the academic mission of the University must remain at the center of any decisions about addressing a financial emergency.
3. That whenever a demonstrable financial emergency arises (e.g. due to significant unexpected reductions in government operating grants or significant declines in tuition) such that the termination of permanent and tenured positions might be contemplated, a clear, transparent and consultative process will be in place to manage any such cuts.
4. That during a financial emergency there shall be ongoing consultation with the Association about the Board's plan to deal with the financial emergency, including clear rationales and the appropriate financial data provided at each step before the positions are terminated.
5. That the MOU shall be for the duration of the Agreement, but may be reactivated by the parties during collective bargaining for subsequent Agreements.
6. **The Parties further agree to the following process for dealing with financial emergencies**



- a. When the termination of permanent and full-time positions is contemplated to deal with a financial emergency, the University President shall notify the Association forthwith to arrange a meeting with representatives of the Association.
- b. The President and/or designates will meet with the Association representatives to explain the nature of the financial emergency along with the appropriate financial information and to outline the number of positions and/or the programs/Academic Units under consideration for termination, along with the rationales and appropriate financial information.
- c. There shall be a timeline outlining the steps the University proposes to take to deal with the financial emergency, including the timelines for the termination of any permanent or Full-time positions.
- d. The Association will have the opportunity to respond formally to the presentation, including providing other options to those presented by the University.
- e. Subsequent meetings will be scheduled to ensure on-going consultation and information sharing, as outlined in the principles above, occurs between the University and the Association.
- f. Both parties agree that any affected Employees terminated in a financial emergency will be considered redundant and subject to the provisions of Article 4.14.2 (and following) as well as the sequence referenced in 4.16.2

Proposed Language

~~MEMORANDUM OF UNDERSTANDING~~

~~Between~~

~~THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY~~

~~And~~

~~THE MOUNT ROYAL FACULTY ASSOCIATION~~

ARTICLE 4.17 ~~Re:~~ Financial Emergencies

4.17.1 In the event that the University finds itself in a financial emergency that requires extraordinary steps including the termination of permanent and tenured positions, both parties agree that it is a mutual interest to establish a clear, transparent consultative process to address such an emergency.

4.17.2 Therefore the Parties agree to the following principles:

4.17.2.1- That the Board has a right to manage budgets and staffing.

4.17.2.2- That the academic mission of the University must remain at the center of any decisions about addressing a financial emergency.

4.17.2.3- That whenever a demonstrable financial emergency arises (e.g. due to significant unexpected reductions in government operating grants or significant declines in tuition) such that the termination of permanent and tenured positions might be contemplated, a clear, transparent, collaborative, and consultative process will be in place to manage any such cuts.

4.17.2.4- That during a financial emergency there shall be ongoing consultation with the Association about the Board's plan to deal with the financial emergency, including clear rationales and the appropriate financial data provided at each step before the positions are terminated.

~~5. That the MOU shall be for the duration of the Agreement, but may be reactivated by the parties during collective bargaining for subsequent Agreements.~~

4.17.2.56- The Parties further agree to the following process for dealing with financial emergencies

4.17.2.5.1a- When the termination of permanent and full-time positions is contemplated to deal with a financial emergency, the University President shall notify the Association forthwith to arrange a

meeting with representatives of the Association.

- [4.17.2.5.2b.](#) The President and/or designates will meet with the Association representatives to explain the nature of the financial emergency along with the appropriate financial information and to outline the number of positions and/or the programs/Academic Units under consideration for termination, along with the rationales and appropriate financial information.
- [4.17.2.5.3e.](#) There shall be a timeline outlining the steps the University proposes to take to deal with the financial emergency, including the timelines for the termination of any permanent or Full-time positions.
- [4.17.2.5.4d.](#) The Association will have the opportunity to respond formally to the presentation, including providing other options to those presented by the University.
- [4.17.2.5.5e.](#) Subsequent meetings will be scheduled to ensure on-going consultation and information sharing, as outlined in the principles above, occurs between the University and the Association.
- [4.17.2.5.6f.](#) Both parties agree that any affected Employees terminated in a financial emergency will be considered redundant and subject to the provisions of Article 4.14.2 (and following) as well as the sequence referenced in 4.16.2.

Language as Revised

ARTICLE 4.17 Financial Emergencies

- 4.17.1 In the event that the University finds itself in a financial emergency that requires extraordinary steps including the termination of permanent and tenured positions, both parties agree that it is a mutual interest to establish a clear, transparent consultative process to address such an emergency.
- 4.17.2 Therefore the Parties agree to the following principles:
  - 4.17.2.1 That the Board has a right to manage budgets and staffing.
  - 4.17.2.2 That the academic mission of the University must remain at the center of any decisions about addressing a financial emergency.
  - 4.17.2.3 That whenever a demonstrable financial emergency arises (e.g. due to significant unexpected reductions in government operating grants or significant declines in tuition) such that the termination of permanent and tenured positions might be contemplated, a clear, transparent, collaborative, and consultative process will be in place to manage any such cuts.
  - 4.17.2.4 That during a financial emergency there shall be ongoing consultation with the Association about the Board's plan to deal with the financial emergency, including clear rationales and the appropriate financial data provided at each step before the positions are terminated.
  - 4.17.2.5 The Parties further agree to the following process for dealing with financial emergencies
    - 4.17.2.5.1 When the termination of permanent and full-time positions is contemplated to deal with a financial emergency, the University President shall notify the Association forthwith to arrange a meeting with representatives of the Association.
    - 4.17.2.5.2 The President and/or designates will meet with the Association representatives to explain the nature of the financial emergency along with the appropriate financial information and to outline the number of positions and/or the programs/Academic Units under consideration for termination, along with the rationales and appropriate financial information.

- 4.17.2.5.3 There shall be a timeline outlining the steps the University proposes to take to deal with the financial emergency, including the timelines for the termination of any permanent or Full-time positions.
- 4.17.2.5.4 The Association will have the opportunity to respond formally to the presentation, including providing other options to those presented by the University.
- 4.17.2.5.5 Subsequent meetings will be scheduled to ensure on-going consultation and information sharing, as outlined in the principles above, occurs between the University and the Association.
- 4.17.2.5.6 Both parties agree that any affected Employees terminated in a financial emergency will be considered redundant and subject to the provisions of Article 4.14.2 (and following) as well as the sequence referenced in 4.16.2.

Rationale for Change

The reasons for this change are as follows:

- To recognize that processes to address Financial Emergencies Are not a temporary element of the collective agreement,

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

2 November 2021

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Date

The parties hereby agree to the following changes/amendments to MOU regarding Sabbatical Leaves as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

17.7 Sabbatical

17.7.1 Definition

- 17.7.1.1 A sabbatical may be granted to a Tenured Employee to maintain and enhance the Employee's academic and professional competence by providing time free from normal duties for research, scholarly or creative work, or for projects designed to advance teaching effectiveness or professional practice.
- 17.7.1.2 Employees granted a sabbatical shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this Agreement.
- 17.7.1.3 During an academic year, the Board shall make available no fewer than the equivalent of twenty two (22) annual sabbaticals and nine (9) sabbaticals which are for either the Fall Semester or Winter Semester. For the purpose of calculating the number of sabbaticals granted in an academic year, Fall and Winter Semester sabbaticals shall be counted as one half (1/2) an annual sabbatical. The minimum number of sabbatical leaves available shall be adjusted annually as per the MOU on Sabbatical Leaves.
- 17.7.1.4 A Fall Semester sabbatical shall be for the period 1 July – 31 December. A Winter Semester sabbatical shall be for the period 1 January – 30 June. For both Fall and Winter Semester sabbaticals, the normal vacation period shall be adjusted, in accordance with Article 15.1, so that one month of vacation shall be inside and one month outside the period of the sabbatical.
- 17.7.1.5 An Employee on an annual sabbatical, a Fall semester sabbatical or a Winter semester sabbatical shall be paid salary at ninety percent (90%) of the Employee's regular annual salary rate during the sabbatical.
- 17.7.1.6 An Employee may earn income for work that is in addition to the plan of approved research providing the total amount of earned income received, including the amount of salary received while on sabbatical (i.e., the 90%) does not exceed one hundred and twenty-five percent (125%) of the Employee's regular salary. Plans to augment earned income while on leave shall be declared in the Employee's sabbatical proposal. All earned income, in excess of salary earned while on sabbatical, (i.e., the 90%) must be reported by the Employee to the Employee's Dean and the Sabbatical Leave Committee within thirty (30) calendar days of completion of the sabbatical.

- 17.7.1.7 Article Empty
- 17.7.2 Application
- 17.7.2.1 Tenured Employees, regardless of work pattern, shall be eligible for an annual sabbatical after six (6) years of full-time service from the date of appointment or from the previous sabbatical, or for a Fall or Winter Semester sabbatical after three (3) years of full-time service from the previous sabbatical. Employees shall apply in the fall of the year prior to the sabbatical leave. Employees are not eligible for a sabbatical leave during the period of return service from another leave.
- 17.7.2.1.1. The date of appointment shall be the date of appointment to a tenurable or tenured position, except that one (1) or two (2) years credited towards the probationary period for a limited-term or conditional tenurable appointment at Mount Royal University shall be credited as years of service towards the first sabbatical. Normally, years of service at a Universities Canada accredited, or equivalent, institution that have been credited towards the probationary period or used for an appointment with tenure shall not be credited as years of service towards the first sabbatical.
- 17.7.2.1.2 Years of service towards eligibility for a subsequent sabbatical shall begin to accrue at the end of the previous sabbatical.
- 17.7.2.1.3 An academic year in which an Employee had leaves of any types totalling less than six (6) months shall be credited as a year of full-time service for sabbatical eligibility.
- 17.7.2.1.4 An Employee on half-time tenure shall be credited with one-half year of full-time service for sabbatical eligibility for each academic year worked.
- 17.7.2.2 An Employee granted a sabbatical shall undertake to provide return service upon completion of the sabbatical for a period equal to the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.
- 17.7.2.3 An Employee not granted a sabbatical shall be eligible to apply for a sabbatical the following year.
- 17.2.2.4 An Employee shall apply to the Chair for a sabbatical by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.

- 17.2.2.5 If there are fewer acceptable applications than leaves available as per 17.7.1.3 and the MOU on Sabbatical Leaves, a second call for applications shall be made forthwith by the Sabbatical Leave Committee.
- 17.2.2.6 The University shall report the number of sabbaticals granted and the amount of any funds reallocated to the Association prior to 15 May.
- 17.2.2.7 The application shall describe the project to be undertaken and the outcomes expected. The applicant must provide evidence that sufficient preparation will have been completed by the time the sabbatical commences. The application shall include an internal or external peer evaluation, the Chair's assessment of the implication for the department, and the Dean's comments on the feasibility of accomplishing the proposed objective, the impact on the department and Faculty and, where applicable, the performance on a previous sabbatical.
- 17.7.3 General
- 17.7.3.1 Sabbaticals may be deferred for several reasons.
- 17.7.3.1.1 The Sabbatical Leave Committee may defer a sabbatical if there are more acceptable applications than leaves available. If there are more acceptable applications than can be funded in a year, they shall be ordered by time since the last sabbatical and, in the case of equal times, the applications shall be ranked by quality by the Sabbatical Leave Committee.
- 17.7.3.1.2 Staffing requirements may necessitate that the Dean defer a sabbatical granted by the Sabbatical Leave Committee.
- 17.7.3.1.3 An Employee may request that the Dean defer a sabbatical due to unforeseen circumstances.
- 17.7.3.2 A deferred sabbatical shall be held for the Employee for the following year. The deferral year shall be credited as a year of service towards the next sabbatical.
- 17.7.3.3 Should the Employee not be able to use the deferred sabbatical during the following year, the sabbatical shall be deemed forfeit and a sabbatical of equal length shall be added to the total to be granted for that year.
- 17.7.3.4 A recipient may apply for payroll reallocation to a research grant associated with a sabbatical. Such application must be made at least one month prior to the commencement of the sabbatical and shall detail the proposed research plan and associated costs. Where the application is approved by the appropriate Dean, the Employee's salary during the period of the sabbatical (as per Article 17.7.1.5) shall be reduced by an amount equal to the size of the research grant. Research grants must be used exclusively for the purpose of research and it is the sole responsibility of the Employee to ensure



compliance with the tax regulations of the Canada Revenue Agency.

17.7.3.5 The Employee shall submit a final report following the sabbatical leave. The report shall refer to the expected outcomes described in the sabbatical application. If outcomes were not achieved or were modified during the leave, the report shall provide an explanation.

17.7.3.5.1 The Dean shall review the outcomes of the sabbatical as described in the report under Article 12: Performance Review of Employees with Academic Rank.

17.7.3.5.2 The report shall be retained in the Employee's file in the Dean's office. It shall be considered in adjudicating an application for a subsequent sabbatical.

Proposed Language

## 17.7 Sabbatical

## 17.7.1 Definition

- 17.7.1.1 A sabbatical may be granted to a Tenured Employee to maintain and enhance the Employee's academic and professional competence by providing time free from normal duties for research, scholarly or creative work, or for projects designed to advance teaching effectiveness or professional practice.
- 17.7.1.2 Employees granted a sabbatical shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this Agreement.
- 17.7.1.3 During an academic year, the Board shall make available no fewer than the equivalent of ~~twenty two (22)~~ twenty-seven (27) annual sabbaticals and ~~nine (9)~~ eleven (11) sabbaticals which are for either the Fall Semester or Winter Semester. For the purpose of calculating the number of sabbaticals granted in an academic year, Fall and Winter Semester sabbaticals shall be counted as one half (1/2) an annual sabbatical. ~~The minimum number of sabbatical leaves available shall be adjusted annually as per the MOU on Sabbatical Leaves.~~
- 17.7.1.4 Where the number of sabbaticals granted in a given Academic Year is less than the number specified in Article 17.7.1.3, the unutilized sabbaticals will be carried forward and made available in the following Academic Year by adding them to the amount specified in Article 17.7.1.3. Carry forward shall be for one Academic Year only.
- 17.7.1.45 A Fall Semester sabbatical shall be for the period 1 July – 31 December. A Winter Semester sabbatical shall be for the period 1 January – 30 June. An annual sabbatical shall be for the period 1 July – 30 June. For both Fall and Winter Semester sabbaticals, the normal vacation period shall be adjusted, in accordance with Article 15.1, so that one month of vacation shall be inside and one month outside the period of the sabbatical.
- 17.7.1.56 An Employee on an annual sabbatical, a Fall semester sabbatical or a Winter semester sabbatical shall be paid salary at ninety percent (90%) of the Employee's regular annual salary rate during the sabbatical.
- 17.7.1.67 An Employee may earn income for work that is in addition to the plan of approved research providing the total amount of earned income received, including the amount of salary received while on sabbatical (i.e., the 90%) does not exceed one hundred and twenty-five percent (125%) of the Employee's regular salary. Plans to augment earned income while on leave shall be declared in the Employee's sabbatical proposal. All earned income, in excess of salary earned while on sabbatical, (i.e., the 90%) must be reported

by the Employee to the Employee's Dean and the Sabbatical Leave Committee within thirty (30) calendar days of completion of the sabbatical.

~~17.7.1.7~~ Article Empty

17.7.2 Application

17.7.2.1 Tenured Employees, regardless of work pattern, shall be eligible for an annual sabbatical after six (6) years of full-time service from the date of appointment or from the previous sabbatical, or for a Fall or Winter Semester sabbatical after three (3) years of full-time service from the previous sabbatical. Employees shall apply in the fall of the year prior to the sabbatical leave. Employees are not eligible for a sabbatical leave during the period of return service from another leave.

17.7.2.1.1. The date of appointment shall be the date of appointment to a tenurable or tenured position, except that one (1) or two (2) years credited towards the probationary period for a limited-term or conditional tenurable appointment at Mount Royal University shall be credited as years of service towards the first sabbatical. Normally, years of service at a Universities Canada accredited, or equivalent, institution that have been credited towards the probationary period or used for an appointment with tenure shall not be credited as years of service towards the first sabbatical.

17.7.2.1.2 Years of service towards eligibility for a subsequent sabbatical shall begin to accrue at the end of the previous sabbatical.

17.7.2.1.3 An academic year in which an Employee had leaves of any types totalling less than six (6) months shall be credited as a year of full-time service for sabbatical eligibility.

17.7.2.1.4 An Employee on half-time tenure shall be credited with one-half year of full-time service for sabbatical eligibility for each academic year worked.

17.7.2.2 An Employee granted a sabbatical shall undertake to provide return service upon completion of the sabbatical for a period equal to the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.

17.7.2.3 An Employee not granted a sabbatical shall be eligible to apply for a sabbatical the following year.

17.27.2.4 An Employee shall apply to the Chair for a sabbatical by the second Friday in October. The Chair shall forward such application

to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.

- 17.27.2.5 When there are more or fewer acceptable applications than leaves available:
    - 17.7.2.5.1 If there are fewer acceptable applications than leaves available as per 17.7.1.3 and the MOU on Sabbatical Leaves, a second call for applications shall be made forthwith by the Sabbatical Leave Committee.
    - 17.7.2.5.2 If there are more acceptable applications than can be funded in a year, they shall be ordered by time since the last sabbatical and, in the case of equal times, the applications shall be ranked by quality by the Sabbatical Leave Committee. The Sabbatical Leave Committee may place unfunded, acceptable sabbatical requests on a waiting list, pending acceptance of leave by approved applicants in the same application year.
  - 17.27.2.6 The University shall report the number of sabbaticals granted ~~and the amount of any funds reallocated~~ to the Association prior to 15 May.
  - 17.27.2.7 The application shall describe the project to be undertaken and the outcomes expected. The applicant must provide evidence that sufficient preparation will have been completed by the time the sabbatical commences. The application shall include ~~an internal or external peer evaluation,~~ the Chair’s assessment of the implication for the department, and the Dean’s comments on the feasibility of accomplishing the proposed objective, the impact on the department and Faculty and, where applicable, the performance on a previous sabbatical.
- 17.7.3 General
- 17.7.3.1 Sabbaticals may be deferred for several reasons.
    - 17.7.3.1.1 ~~The Sabbatical Leave Committee may defer a sabbatical if there are more acceptable applications than leaves available. If there are more acceptable applications than can be funded in a year, they shall be ordered by time since the last sabbatical and, in the case of equal times, the applications shall be ranked by quality by the Sabbatical Leave Committee.~~
    - 17.7.3.1.2<sup>1</sup> Staffing requirements may necessitate that the Dean defer a sabbatical granted by the Sabbatical Leave Committee.
    - 17.7.3.1.3<sup>2</sup> An Employee may request that the Dean defer a sabbatical due to unforeseen circumstances.
  - 17.7.3.2 A deferred sabbatical shall be held for the Employee for the following year. The deferral year shall be credited as a year of service towards the next sabbatical.

- 17.7.3.3 Should the Employee not be able to use the deferred sabbatical during the following year, the sabbatical shall be deemed forfeit ~~and a sabbatical of equal length shall be added to the total to be granted for that year.~~
- 17.7.3.4 A recipient may apply for payroll reallocation to a research grant associated with a sabbatical. Such application must be made at least one month prior to the commencement of the sabbatical and shall detail the proposed research plan and associated costs. Where the application is approved by the appropriate Dean, the Employee's salary during the period of the sabbatical (as per Article 17.7.1.5) shall be reduced by an amount equal to the size of the research grant. Research grants must be used exclusively for the purpose of research and it is the sole responsibility of the Employee to ensure compliance with the tax regulations of the Canada Revenue Agency.
- 17.7.3.5 The Employee shall submit a final report following the sabbatical leave. The report shall refer to the expected outcomes described in the sabbatical application. If outcomes were not achieved or were modified during the leave, the report shall provide an explanation.
- 17.7.3.5.1 The Dean shall review the outcomes of the sabbatical as described in the report under Article 12:  
Performance Review of Employees with Academic Rank.
- 17.7.3.5.2 The report shall be retained in the Employee's file in the Dean's office. It shall be considered in adjudicating an application for a subsequent sabbatical.

Language as Revised

## 17.7 Sabbatical

## 17.7.1 Definition

- 17.7.1.1 A sabbatical may be granted to a Tenured Employee to maintain and enhance the Employee's academic and professional competence by providing time free from normal duties for research, scholarly or creative work, or for projects designed to advance teaching effectiveness or professional practice.
- 17.7.1.2 Employees granted a sabbatical shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this Agreement.
- 17.7.1.3 During an academic year, the Board shall make available no fewer than the equivalent of twenty-seven (27) annual sabbaticals and eleven (11) sabbaticals which are for either the Fall Semester or Winter Semester. For the purpose of calculating the number of sabbaticals granted in an academic year, Fall and Winter Semester sabbaticals shall be counted as one half (1/2) an annual sabbatical.
- 17.7.1.4 Where the number of sabbaticals granted in a given Academic Year is less than the number specified in Article 17.7.1.3, the unutilized sabbaticals will be carried forward and made available in the following Academic Year by adding them to the amount specified in Article 17.7.1.3. Carry forward shall be for one Academic Year only.
- 17.7.1.5 A Fall Semester sabbatical shall be for the period 1 July – 31 December. A Winter Semester sabbatical shall be for the period 1 January – 30 June. An annual sabbatical shall be for the period 1 July – 30 June. For both Fall and Winter Semester sabbaticals, the normal vacation period shall be adjusted, in accordance with Article 15.1, so that one month of vacation shall be inside and one month outside the period of the sabbatical.
- 17.7.1.6 An Employee on an annual sabbatical, a Fall semester sabbatical or a Winter semester sabbatical shall be paid salary at ninety percent (90%) of the Employee's regular annual salary rate during the sabbatical.
- 17.7.1.7 An Employee may earn income for work that is in addition to the plan of approved research providing the total amount of earned income received, including the amount of salary received while on sabbatical (i.e., the 90%) does not exceed one hundred and twenty-five percent (125%) of the Employee's regular salary. Plans to augment earned income while on leave shall be declared in the Employee's sabbatical proposal. All earned income, in excess of salary earned while on sabbatical, (i.e., the 90%) must be reported by the Employee to the Employee's Dean and the Sabbatical Leave Committee within thirty (30) calendar days of completion of the sabbatical.

## 17.7.2 Application

- 17.7.2.1 Tenured Employees, regardless of work pattern, shall be eligible for an annual sabbatical after six (6) years of full-time service from the date of appointment or from the previous sabbatical, or for a Fall or Winter Semester sabbatical after three (3) years of full-time service from the previous sabbatical. Employees shall apply in the fall of the year prior to the sabbatical leave. Employees are not eligible for a sabbatical leave during the period of return service from another leave.
- 17.7.2.1.1. The date of appointment shall be the date of appointment to a tenurable or tenured position, except that one (1) or two (2) years credited towards the probationary period for a limited-term or conditional tenurable appointment at Mount Royal University shall be credited as years of service towards the first sabbatical. Normally, years of service at a Universities Canada accredited, or equivalent, institution that have been credited towards the probationary period or used for an appointment with tenure shall not be credited as years of service towards the first sabbatical.
- 17.7.2.1.2 Years of service towards eligibility for a subsequent sabbatical shall begin to accrue at the end of the previous sabbatical.
- 17.7.2.1.3 An academic year in which an Employee had leaves of any types totalling less than six (6) months shall be credited as a year of full-time service for sabbatical eligibility.
- 17.7.2.1.4 An Employee on half-time tenure shall be credited with one-half year of full-time service for sabbatical eligibility for each academic year worked.
- 17.7.2.2 An Employee granted a sabbatical shall undertake to provide return service upon completion of the sabbatical for a period equal to the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.
- 17.7.2.3 An Employee not granted a sabbatical shall be eligible to apply for a sabbatical the following year.
- 17.7.2.4 An Employee shall apply to the Chair for a sabbatical by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.

- 17.7.2.5 When there are more or fewer acceptable applications than leaves available:
  - 17.7.2.5.1 If there are fewer acceptable applications than leaves available as per 17.7.1 a second call for applications shall be made forthwith by the Sabbatical Leave Committee.
  - 17.7.2.5.2 If there are more acceptable applications than can be funded in a year, they shall be ordered by time since the last sabbatical and, in the case of equal times, the applications shall be ranked by quality by the Sabbatical Leave Committee. The Sabbatical Leave Committee may place unfunded, acceptable sabbatical requests on a waiting list, pending acceptance of leave by approved applicants in the same application year.
- 17.7.2.6 The University shall report the number of sabbaticals granted to the Association prior to 15 May.
- 17.7.2.7 The application shall describe the project to be undertaken and the outcomes expected. The applicant must provide evidence that sufficient preparation will have been completed by the time the sabbatical commences. The application shall include the Chair's assessment of the implication for the department, and the Dean's comments on the feasibility of accomplishing the proposed objective, the impact on the department and Faculty and, where applicable, the performance on a previous sabbatical.
- 17.7.3 General
  - 17.7.3.1 Sabbaticals may be deferred for several reasons.
    - 17.7.3.1.1 Staffing requirements may necessitate that the Dean defer a sabbatical granted by the Sabbatical Leave Committee.
    - 17.7.3.1.2 An Employee may request that the Dean defer a sabbatical due to unforeseen circumstances.
  - 17.7.3.2 A deferred sabbatical shall be held for the Employee for the following year. The deferral year shall be credited as a year of service towards the next sabbatical.
  - 17.7.3.3 Should the Employee not be able to use the deferred sabbatical during the following year, the sabbatical shall be deemed forfeit.
  - 17.7.3.4 A recipient may apply for payroll reallocation to a research grant associated with a sabbatical. Such application must be made at least one month prior to the commencement of the sabbatical and shall detail the proposed research plan and associated costs. Where the application is approved by the appropriate Dean, the Employee's salary during the period of the sabbatical (as per Article 17.7.1.5) shall be reduced by an amount equal to the size of the research grant. Research grants must be used exclusively for the purpose of research and it is the sole responsibility of the Employee to ensure



compliance with the tax regulations of the Canada Revenue Agency.

17.7.3.5 The Employee shall submit a final report following the sabbatical leave. The report shall refer to the expected outcomes described in the sabbatical application. If outcomes were not achieved or were modified during the leave, the report shall provide an explanation.

17.7.3.5.1 The Dean shall review the outcomes of the sabbatical as described in the report under Article 12: Performance Review of Employees with Academic Rank.

17.7.3.5.2 The report shall be retained in the Employee’s file in the Dean’s office. It shall be considered in adjudicating an application for a subsequent sabbatical.

Rationale for Change

The reasons for this change are as follows:

- To recognize that minimum number of available Sabbatical leaves have been incorporated into the collective agreement, and
- To recognize the creation of a “waitlist” to be used during the allocation process.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

29 November 2021  
Date

The parties hereby agree to the following changes/amendments to MOU regarding Sabbatical Leaves as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

MEMORANDUM OF UNDERSTANDING  
Between  
THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
And  
THE MOUNT ROYAL FACULTY ASSOCIATION  
Regarding Sabbatical Leaves

The Parties agree to the following:

1. The minimum number of available Sabbatical leaves shall increase according to the following table as the Four-for-Five leaves and Professional leaves are converted.

Full year leaves based on application date:

2014: 22 sabbaticals+ 1 prof. leave  
2015: 23 sabbaticals + 1 prof. leave  
2016: 24 sabbaticals+ 1 prof. leave  
2017: 25 sabbaticals + 1 prof. leave  
2018: 26 sabbaticals + 1 prof. leave  
2019: 27 sabbaticals + 0 prof. leave

Half year leaves based on application date:

2014: 9 sabbaticals+ 2 prof. leave  
2015: 9 sabbaticals + 2 prof. leave  
2016: 9 sabbaticals+ 2 prof. leave  
2017: 9 sabbaticals + 2 prof. leave  
2018: 9 sabbaticals + 2 prof. leave  
2019: 11 sabbaticals + 0 prof. leave

2. Given the need for the Sabbatical Leave committee to be established, to develop and disseminate detailed criteria and to establish a minimum threshold of standards to determine whether an application is acceptable, the deadlines for applications for Sabbatical Leaves in 2014 shall be as follows:
  - An Employee shall apply to the Chair for a sabbatical by the last Friday in November.
  - The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in January.
  - The Sabbatical Leave Committee shall make its decision by January 31, 2015.

Proposed Language

MEMORANDUM OF UNDERSTANDING  
Between  
THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
And  
THE MOUNT ROYAL FACULTY ASSOCIATION  
Regarding Sabbatical Leaves

The Parties agree to the following:

1. ~~The minimum number of available Sabbatical leaves shall increase according to the following table as the Four for Five leaves and Professional leaves are converted.~~

~~Full year leaves based on application date:~~

~~2014: 22 sabbaticals + 1 prof. leave  
2015: 23 sabbaticals + 1 prof. leave  
2016: 24 sabbaticals + 1 prof. leave  
2017: 25 sabbaticals + 1 prof. leave  
2018: 26 sabbaticals + 1 prof. leave  
2019: 27 sabbaticals + 0 prof. leave~~

~~Half year leaves based on application date:~~

~~2014: 9 sabbaticals + 2 prof. leave  
2015: 9 sabbaticals + 2 prof. leave  
2016: 9 sabbaticals + 2 prof. leave  
2017: 9 sabbaticals + 2 prof. leave  
2018: 9 sabbaticals + 2 prof. leave  
2019: 11 sabbaticals + 0 prof. leave~~

2. ~~Given the need for the Sabbatical Leave committee to be established, to develop and disseminate detailed criteria and to establish a minimum threshold of standards to determine whether an application is acceptable, the deadlines for applications for Sabbatical Leaves in 2014 shall be as follows:~~

- ~~• An Employee shall apply to the Chair for a sabbatical by the last Friday in November.~~
- ~~• The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in January.~~
- ~~• The Sabbatical Leave Committee shall make its decision by January 31, 2015.~~

Language as Revised

*\*Deletion of the MOU; no language going forward.*

Rationale for Change

The reasons for this change are as follows:

- To recognize that minimum number of available Sabbatical leaves have been incorporated into the collective agreement, and
- To recognize that the language modifying the sabbatical process in 2014 is no longer applicable.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

29 November 2021

Date

The parties hereby agree to the following changes/amendments to Article 17.4 to 17.6 as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

ARTICLE 17 - LEAVES FROM THE UNIVERSITY

17.4 Sabbatical Leave Committee

17.4.1 The Sabbatical Leave Committee is responsible for granting annual and fall/winter sabbatical and professional leaves. Normally a maximum of 12 months' consecutive leave shall be granted as Employees are not eligible for a sabbatical or professional leave during the period of return service from another leave.

17.4.2 The Sabbatical Leave Committee shall consist of:

- the Provost and Vice-President, Academic, who shall chair the committee;
- the Dean or Associate Dean of each Faculty or School and the University Librarian;
- one tenured member of the Association appointed for a three-year term by the Executive Board of the Association.
- one representative and one alternate, both of whom shall be tenured, from each Faculty or School and the Library, elected for overlapping three-year terms. The call for nominations shall be made jointly by the President of the University and the President of the Association. The election shall be by secret ballot held at the same time as the annual election of councillors to the General Faculties Council and using the same list of eligible voters.

17.5 Four-for-Five Leave Plan

17.5.1 Application

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

17.5.2 Contributions, Release Year Payments, and Benefits

17.5.2.1 Upon approval to participate in the plan, an Employee shall contribute fifteen percent (15%) of his/her gross annual salary as per the Salary Schedule (Article 13) for four (4) consecutive years (exclusive of any stipends, honorariums, etc.). Contributions shall be deducted from each regular salary payment.

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

- deposit in the plan in the name of the participant, to be paid out in the release year as per Article 17.5.2.3.
- 17.5.2.3 The release year of the plan shall consist of two distinct leaves, a self-funded leave and a paid leave. For the self-funded leave, salary shall be paid from the participant's contributions as well as the associated interest which has been earned, at a salary rate equivalent to eighty-five percent (85%) of the participant's gross annual salary as per the Salary Schedule (Article 13), for a period commencing 15 August until the contributions and interest have been depleted. Immediately thereon the paid leave shall commence, at the same level of salary, until 14 August, concluding the release year.
- 17.5.2.4 During each of the five years of the plan, a participant shall be eligible to maintain coverage on all benefits and insurance plans as per Article 16.1. Entitlements for salary related benefits shall be based upon the one hundred percent (100%) of salary an Employee would have received if the Employee were not a participant in the plan. The employer and Employee shall continue to pay their normal share of premium/contribution costs.
- 17.5.2.5 The Local Authorities Pension Board has ruled that gross salary before deferral is to be considered an Employee's annual salary for contribution and pension purposes. Employee and employer pension contributions shall be based on one hundred percent (100%) of normal gross annual salary, as per the Salary Schedule (Article 13) for all five (5) years of the plan.
- 17.5.3 General Regulations
- 17.5.3.1 Employees participating in the plan shall retain their positions and seniority, shall be granted their annual increments of salary, where applicable, and shall receive all full-time benefits pursuant to Article 16.
- 17.5.3.2 A participant may apply to the Sabbatical Leave Committee by 1 February prior to the commencement of the release year to defer the release year for a maximum of one year. A deferral shall not be approved if it would cause the deferral of another participant's release year because of the number of release positions available as per Article 17.5.1.4. Otherwise an application for deferral shall not be unreasonably denied. 17.5.3.3 A participant may apply to the Director of Human Resources by 1 February prior to the commencement of the release year to withdraw from the plan. An application must be based upon financial

difficulties beyond the Employee's control. An application for withdrawal shall not be unreasonably denied.

- 17.5.3.4 If approval for withdrawal is granted, the Board shall, in the following month, return the Employee's contributions to the plan, as well as any interest on deposit. The Board is not required to guarantee any interest rate.
- 17.5.3.5 An Employee who participates in the plan shall return to the University for at least one (1) full year of service after the release year. An Employee who does not return, shall be obligated to remunerate the Board the full amount of salary and benefits paid by the Board on the Employee's behalf during the paid leave portion of the plan. An Employee is not eligible for a sabbatical or professional leave during the return period.
- 17.5.3.6 During the self-funded portion of the plan in the release year, a participant shall not receive any salary from the Board.
- 17.5.3.7 A participant who ceases to be an Employee of the University is not eligible to continue in the plan. The Board shall return the total of the former participant's contributions plus any interest on deposit, no later than the last day of the month following the date of termination.
- 17.5.3.8 A participant who ceases to be an Employee under the terms and conditions of this agreement, but who continues employment with the University in another capacity, may apply to the President for special arrangements which might allow completion of the plan.
- 17.5.3.9 Upon the death of a participant in the plan, the Board shall pay all contributions plus any interest on deposit on behalf of the participant, to the participant's named beneficiary on the University's group life insurance policy.
- 17.5.3.10 Contributions shall continue during any period of sick leave, however, continued participation after the commencement of long term disability, shall be at the sole discretion of the Board.

## 17.6 Professional leave

### 17.6.1 Definition

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

- 17.6.1.2 Employees granted a professional leave shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this Agreement.
  - 17.6.1.3 During an academic year, the Board shall make available no more than the equivalent of one (1) annual professional leave and two (2) professional leaves which are for either the Fall or Winter Semester. For the purpose of calculating the number of leaves granted in an academic year, Fall and Winter Semester leaves shall be counted as one half (1/2) an annual leave.
  - 17.6.1.4 A Fall Semester leave shall be for the period 1 July – 31 December. A Winter Semester leave shall be for the period 1 January – 30 June. For both Fall and Winter Semester leaves, the normal vacation period shall be adjusted, in accordance with Article 15.1, so that one month of vacation shall be inside and one month outside the period of the leave.
  - 17.6.1.5 An Employee on an annual professional leave, a Fall semester leave or a Winter semester leave shall be paid salary at ninety percent (90%) of the Employee's regular annual salary rate during the leave.
  - 17.6.1.6 An Employee may earn income for work that is in addition to the plan of approved study, providing the total amount of earned income received, including the amount of salary received while on leave (i.e., the 90%) does not exceed one hundred and twenty-five percent (125%) of the Employee's regular salary. Plans to augment earned income while on leave shall be declared in the Employee's leave proposal. All earned income, in excess of salary earned while on leave, (i.e., the 90%) must be reported by the Employee to the Employee's Dean and the Sabbatical Leave Committee within thirty (30) calendar days of completion of the professional leave.
- 17.6.2 Application
- 17.6.2.1 The last application for professional leaves shall be in 2018. Full-time Tenured Employees shall be eligible to apply for a professional leave, and when making such application shall undertake to provide return service upon completion of the leave, for a period of time equal to two (2) times the length of the leave granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. An Employee is not eligible for a sabbatical leave during the return period. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.
  - 17.6.2.2 An Employee shall apply to the Chair for a professional leave by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second



Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.

17.6.3 General

- 17.6.3.1 If due to unforeseen circumstances, the recipient is unable to use the professional leave during the period for which it was granted, it shall be held for that Employee for the following year.
- 17.6.3.2 Should the recipient not be able to use the professional leave during the ensuing year, that leave shall be deemed forfeit and a leave of equivalent length shall be added to the total to be granted for that ensuing year.
- 17.6.3.3 If the Sabbatical Leave Committee approves fewer professional leaves than the number made available in Article 17.6.1.3, then the remaining leaves shall be considered available for any outstanding applications for sabbatical which the Sabbatical Leave Committee approved but were unable to grant under Article 17.7.
- 17.6.3.4 A recipient may apply for payroll reallocation to a research grant associated with a professional leave. Such application must be made at least one month prior to the commencement of the leave and shall detail the proposed research plan and associated costs. Where the application is approved by the appropriate Dean, the Employee's salary during the period of the professional leave (as per Article 17.6.1.5) shall be reduced by an amount equal to the size of the research grant. Research grants must be used exclusively for the purpose of research and it is the sole responsibility of the Employee to ensure compliance with the tax regulations of the Canada Revenue Agency.

Proposed Language

## ARTICLE 17 - LEAVES FROM THE UNIVERSITY

## 17.4 Sabbatical Leave Committee

17.4.1 The Sabbatical Leave Committee is responsible for granting annual and fall/winter sabbatical and professional leaves. Normally a maximum of 12 months' consecutive leave shall be granted as Employees are not eligible for a sabbatical ~~or professional~~ leave during the period of return service from another leave.

17.4.2 The Sabbatical Leave Committee shall consist of:

- the Provost and Vice-President, Academic, who shall chair the committee;
- the Dean or Associate Dean of each Faculty or School and the University Librarian;
- one tenured member of the Association appointed for a three-year term by the Executive Board of the Association.
- one representative and one alternate, both of whom shall be tenured, from each Faculty or School and the Library, elected for overlapping three-year terms. The call for nominations shall be made jointly by the President of the University and the President of the Association. The election shall be by secret ballot held at the same time as the annual election of councillors to the General Faculties Council and using the same list of eligible voters.

~~17.5 Four for Five Leave Plan~~~~17.5.1 Application~~

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

~~17.5.2 Contributions, Release Year Payments, and Benefits~~

~~17.5.2.1 Upon approval to participate in the plan, an Employee shall contribute fifteen percent (15%) of his/her gross annual salary as per the Salary Schedule (Article 13) for four (4) consecutive years (exclusive of any stipends, honorariums, etc.). Contributions shall be deducted from each regular salary payment.~~

~~17.5.2.2 During each of the five (5) years of the plan, interest earned on contributions, as well as any interest on deposit, shall be deemed to have been paid to the participant. Such total interest will be acknowledged as interest income by inclusion in the participant's annual tax return. The Board shall provide to a participant the appropriate Canada Revenue Agency tax form denoting the amount of interest earned annually. In actual fact, however, the interest earned shall be retained on deposit in the plan in the name of the participant, to be paid out in the release year as per Article 17.5.2.3.~~

~~17.5.2.3 The release year of the plan shall consist of two distinct leaves, a self-funded leave and a paid leave. For the self-funded leave, salary shall be paid from the participant's contributions as well as the associated~~

interest which has been earned, at a salary rate equivalent to eighty-five percent (85%) of the participant's gross annual salary as per the Salary Schedule (Article 13), for a period commencing 15 August until the contributions and interest have been depleted. Immediately thereon the paid leave shall commence, at the same level of salary, until 14 August, concluding the release year.

17.5.2.4 During each of the five years of the plan, a participant shall be eligible to maintain coverage on all benefits and insurance plans as per Article 16.1. Entitlements for salary related benefits shall be based upon the one hundred percent (100%) of salary an Employee would have received if the Employee were not a participant in the plan. The employer and Employee shall continue to pay their normal share of premium/contribution costs.

17.5.2.5 The Local Authorities Pension Board has ruled that gross salary before deferral is to be considered an Employee's annual salary for contribution and pension purposes. Employee and employer pension contributions shall be based on one hundred percent (100%) of normal gross annual salary, as per the Salary Schedule (Article 13) for all five (5) years of the plan.

17.5.3 General Regulations

17.5.3.1 Employees participating in the plan shall retain their positions and seniority, shall be granted their annual increments of salary, where applicable, and shall receive all full-time benefits pursuant to Article 16.

17.5.3.2 A participant may apply to the Sabbatical Leave Committee by 1 February prior to the commencement of the release year to defer the release year for a maximum of one year. A deferral shall not be approved if it would cause the deferral of another participant's release year because of the number of release positions available as per Article 17.5.1.4. Otherwise an application for deferral shall not be unreasonably denied. 17.5.3.3 A participant may apply to the Director of Human Resources by 1 February prior to the commencement of the release year to withdraw from the plan. An application must be based upon financial difficulties beyond the Employee's control. An application for withdrawal shall not be unreasonably denied.

17.5.3.4 If approval for withdrawal is granted, the Board shall, in the following month, return the Employee's contributions to the plan, as well as any interest on

deposit. The Board is not required to guarantee any interest rate.

- 17.5.3.5 ~~An Employee who participates in the plan shall return to the University for at least one (1) full year of service after the release year. An Employee who does not return, shall be obligated to remunerate the Board the full amount of salary and benefits paid by the Board on the Employee's behalf during the paid leave portion of the plan. An Employee is not eligible for a sabbatical or professional leave during the return period.~~
- 17.5.3.6 ~~During the self-funded portion of the plan in the release year, a participant shall not receive any salary from the Board.~~
- 17.5.3.7 ~~A participant who ceases to be an Employee of the University is not eligible to continue in the plan. The Board shall return the total of the former participant's contributions plus any interest on deposit, no later than the last day of the month following the date of termination.~~
- 17.5.3.8 ~~A participant who ceases to be an Employee under the terms and conditions of this agreement, but who continues employment with the University in another capacity, may apply to the President for special arrangements which might allow completion of the plan.~~
- 17.5.3.9 ~~Upon the death of a participant in the plan, the Board shall pay all contributions plus any interest on deposit on behalf of the participant, to the participant's named beneficiary on the University's group life insurance policy.~~
- 17.5.3.10 ~~Contributions shall continue during any period of sick leave, however, continued participation after the commencement of long term disability, shall be at the sole discretion of the Board.~~

## 17.6 Professional leave

### 17.6.1—Definition

- 17.6.1.1 ~~A professional leave may be granted to a full-time Tenured Employee to undertake a course of study leading to a degree, normally a Ph.D. or terminal degree, required for professional advancement within the University.~~
- 17.6.1.2 ~~Employees granted a professional leave shall retain their position and seniority, shall be granted their annual increment of salary, where applicable, and shall receive all benefits pursuant to this Agreement.~~
- 17.6.1.3 ~~During an academic year, the Board shall make available no more than the equivalent of one (1) annual professional leave and two (2)~~

professional leaves which are for either the Fall or Winter Semester. For the purpose of calculating the number of leaves granted in an academic year, Fall and Winter Semester leaves shall be counted as one half (1/2) an annual leave.

- 17.6.1.4 A Fall Semester leave shall be for the period 1 July—31 December. A Winter Semester leave shall be for the period 1 January—30 June. For both Fall and Winter Semester leaves, the normal vacation period shall be adjusted, in accordance with Article 15.1, so that one month of vacation shall be inside and one month outside the period of the leave.
- 17.6.1.5 An Employee on an annual professional leave, a Fall semester leave or a Winter semester leave shall be paid salary at ninety percent (90%) of the Employee's regular annual salary rate during the leave.
- 17.6.1.6 An Employee may earn income for work that is in addition to the plan of approved study, providing the total amount of earned income received, including the amount of salary received while on leave (i.e., the 90%) does not exceed one hundred and twenty five percent (125%) of the Employee's regular salary. Plans to augment earned income while on leave shall be declared in the Employee's leave proposal. All earned income, in excess of salary earned while on leave, (i.e., the 90%) must be reported by the Employee to the Employee's Dean and the Sabbatical Leave Committee within thirty (30) calendar days of completion of the professional leave.

#### 17.6.2 Application

- 17.6.2.1 The last application for professional leaves shall be in 2018. Full-time Tenured Employees shall be eligible to apply for a professional leave, and when making such application shall undertake to provide return service upon completion of the leave, for a period of time equal to two (2) times the length of the leave granted. Return service shall include time taken during all forms of paid or partially paid leaves, but it shall not include time taken during a leave without pay. An Employee is not eligible for a sabbatical leave during the return period. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.
- 17.6.2.2 An Employee shall apply to the Chair for a professional leave by the second Friday in October. The Chair shall forward such application to the Sabbatical Leave Committee by the second Friday in November. The Sabbatical Leave Committee shall make its decision by December 20.

#### 17.6.3 General

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

- ~~17.6.3.2~~ Should the recipient not be able to use the professional leave during the ensuing year, that leave shall be deemed forfeit and a leave of equivalent length shall be added to the total to be granted for that ensuing year.
- ~~17.6.3.3~~ If the Sabbatical Leave Committee approves fewer professional leaves than the number made available in Article 17.6.1.3, then the remaining leaves shall be considered available for any outstanding applications for sabbatical which the Sabbatical Leave Committee approved but were unable to grant under Article 17.7.
- ~~17.6.3.4~~ A recipient may apply for payroll reallocation to a research grant associated with a professional leave. Such application must be made at least one month prior to the commencement of the leave and shall detail the proposed research plan and associated costs. Where the application is approved by the appropriate Dean, the Employee's salary during the period of the professional leave (as per Article 17.6.1.5) shall be reduced by an amount equal to the size of the research grant. Research grants must be used exclusively for the purpose of research and it is the sole responsibility of the Employee to ensure compliance with the tax regulations of the Canada Revenue Agency.

*\*Renumbering articles to follow.*

Language as Revised

ARTICLE 17 - LEAVES FROM THE UNIVERSITY

17.4 Sabbatical Leave Committee

17.4.1 The Sabbatical Leave Committee is responsible for granting annual and fall/winter sabbatical and professional leaves. Normally a maximum of 12 months' consecutive leave shall be granted as Employees are not eligible for a sabbatical leave during the period of return service from another leave.

17.4.2 The Sabbatical Leave Committee shall consist of:

- the Provost and Vice-President, Academic, who shall chair the committee;
- the Dean or Associate Dean of each Faculty or School and the University Librarian;
- one tenured member of the Association appointed for a three-year term by the Executive Board of the Association.
- one representative and one alternate, both of whom shall be tenured, from each Faculty or School and the Library, elected for overlapping three-year terms. The call for nominations shall be made jointly by the President of the University and the President of the Association. The election shall be by secret ballot held at the same time as the annual election of councillors to the General Faculties Council and using the same list of eligible voters.

*\*Renumbering articles to follow.*

Rationale for Change

The reasons for this change are as follows:

- To remove articles that are no longer applicable.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

17 January, 2022

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Date

The parties hereby agree to the following changes/amendments to Article 27.6 as a solution to MOUs, Editorial and Housekeeping and reviewing the requirement for all existing Memoranda of Understanding, determining whether they should be deleted, amended, and/or absorbed into the main body of the Collective Agreement.

Current Language

27.6 Administrative Leave and Chair's Sabbatical

27.6.1 Administrative Leave

After a Chair, completes at least five (5) consecutive years of service, the Chair shall be eligible for an administrative leave for either Fall (15 August to 1 January) or Winter (1 January to 1 May).

After an Associate Dean or an Academic Director completes at least five (5) consecutive years of service, the Associate Dean or Academic Director shall be eligible for an administrative leave equal to one-half of the yearly reassigned time they received in one year of their time as Associate Dean or Academic Director.

An administrative leave provides time to re-establish or enhance teaching or research skills or both in preparation for return to a regular faculty workload. The time required for this is independent of the number of terms served. During an administrative leave the Employee shall not be required to participate in university activities or service.

Application for an administrative leave may be made during the fifth (5th) year of service, or in any subsequent year, by applying to his/her Dean by the second (2nd) Friday in October. The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, requires the approval of the Dean. The decision of the Dean may be appealed to the Sabbatical Leave Committee.

An Employee on an administrative leave shall be paid salary at one-hundred percent (100%) of the Employee's regular annual salary rate.

The period of time on an administrative leave counts towards years of service for sabbatical eligibility as do the years of service as a Chair, Associate Dean or Academic Director.

27.6.2 Chair's Sabbatical

A Chair who began a second five-year term no later than June 30, 2014 shall be eligible for a one-year Chair's sabbatical to undertake an acceptable plan of activities, designed to improve professional competence. Application for a Chair's sabbatical may be made during the tenth (10th) year of service as a Chair, or in any subsequent year. The Chair shall apply to the Dean by the second (2nd) Friday in October.



The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, requires the approval of the Dean. The decision of the Dean may be appealed to the Sabbatical Leave Committee.

An Employee on a Chair's sabbatical shall be paid salary at one-hundred percent (100%) of the Employee's regular annual salary rate.

A Chair's sabbatical will be covered by those provisions in Article 17.7.3. The period of time on a Chair's sabbatical counts towards years of service for sabbatical eligibility as do the years of service as a Chair.

The Employee shall undertake to provide return service upon completion of the sabbatical, for a period of time equal to one (1) times the length of the sabbatical granted. Return service shall include time taken during all forms of paid or partially paid sabbaticals, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.

Proposed Language27.6 Administrative Leave ~~and Chair's Sabbatical~~27.6.1 ~~Administrative Leave~~

After a Chair, completes at least five (5) consecutive years of service, the Chair shall be eligible for an administrative leave for either Fall (15 August to 1 January) or Winter (1 January to 1 May).

27.6.2 After an Associate Dean or an Academic Director completes at least five (5) consecutive years of service, the Associate Dean or Academic Director shall be eligible for an administrative leave equal to one-half of the yearly reassigned time they received in one year of their time as Associate Dean or Academic Director.

27.6.3 An administrative leave provides time to re-establish or enhance teaching or research skills or both in preparation for return to a regular faculty workload. The time required for this is independent of the number of terms served. During an administrative leave the Employee shall not be required to participate in university activities or service.

27.6.4 Application for an administrative leave may be made during the fifth (5th) year of service, or in any subsequent year, by applying to ~~his/her~~ their Dean by the second (2nd) Friday in October. The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, requires the approval of the Dean. The decision of the Dean may be appealed to the Sabbatical Leave Committee.

27.6.5 An Employee on an administrative leave shall be paid salary at one-hundred percent (100%) of the Employee's regular annual salary rate.

27.6.6 The period of time on an administrative leave counts towards years of service for sabbatical eligibility as do the years of service as a Chair, Associate Dean or Academic Director.

27.6.2 ~~Chair's Sabbatical~~

~~A Chair who began a second five year term no later than June 30, 2014 shall be eligible for a one year Chair's sabbatical to undertake an acceptable plan of activities, designed to improve professional competence. Application for a Chair's sabbatical may be made during the tenth (10th) year of service as a Chair, or in any subsequent year. The Chair shall apply to the Dean by the second (2nd) Friday in October.~~

~~The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, requires the approval of the Dean. The decision of the Dean may be appealed to the Sabbatical Leave Committee.~~

~~An Employee on a Chair's sabbatical shall be paid salary at one hundred percent (100%) of the Employee's regular annual salary rate.~~

~~A Chair's sabbatical will be covered by those provisions in Article 17.7.3~~

~~The period of time on a Chair's sabbatical counts towards years of service for sabbatical eligibility as do the years of service as a Chair.~~

~~The Employee shall undertake to provide return service upon completion of the sabbatical, for a period of time equal to one (1) times the length of the sabbatical granted. Return service shall include time taken during all forms~~

~~of paid or partially paid sabbaticals, but it shall not include time taken during a leave without pay. Failure to comply fully with such undertaking by an Employee shall result in a proportionate amount of all monies advanced by the Board being repayable to the Board by the Employee.~~

Language as Revised

27.6 Administrative Leave

- 27.6.1 After a Chair, completes at least five (5) consecutive years of service, the Chair shall be eligible for an administrative leave for either Fall (15 August to 1 January) or Winter (1 January to 1 May).
- 27.6.2 After an Associate Dean or an Academic Director completes at least five (5) consecutive years of service, the Associate Dean or Academic Director shall be eligible for an administrative leave equal to one-half of the yearly reassigned time they received in one year of their time as Associate Dean or Academic Director.
- 27.6.3 An administrative leave provides time to re-establish or enhance teaching or research skills or both in preparation for return to a regular faculty workload. The time required for this is independent of the number of terms served. During an administrative leave the Employee shall not be required to participate in university activities or service.
- 27.6.4 Application for an administrative leave may be made during the fifth (5th) year of service, or in any subsequent year, by applying to their Dean by the second (2nd) Friday in October. The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, requires the approval of the Dean. The decision of the Dean may be appealed to the Sabbatical Leave Committee.
- 27.6.5 An Employee on an administrative leave shall be paid salary at one-hundred percent (100%) of the Employee's regular annual salary rate.
- 27.6.6 The period of time on an administrative leave counts towards years of service for sabbatical eligibility as do the years of service as a Chair, Associate Dean or Academic Director.

Rationale for Change

The reasons for this change are as follows:

- To remove articles that are no longer applicable.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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17 January, 2022

Date

The parties hereby agree to the following changes/amendments.

Current Language

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board")**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")**

**Re: CONTRACTING OUT OF TEACHING AND RELATED ACTIVITIES IN THE DEPARTMENT OF EDUCATION**

The Association and the Board acknowledge the importance of the Board contracting with third parties, in certain exceptional circumstances, for teaching and related activities, ordinarily performed by Employees, as defined in Articles 1.43 and 1.27 of the Collective Agreement respectively.

In this specific case, the provision of contracted teaching and related services within the Department of Education allows for the integration of members of the professional community into the academic program of the Bachelor of Education in support of continuing university-school relationships. This approach is a response to specific pedagogical requirements within the context of a Professional Development School model in which teacher- candidates, school teachers, and faculty members of the university, provide support, development, and scholarly opportunities for all parties.

As such, the parties agree that the Board contract from Connect Charter Schools, the delivery of up to four courses in the Department of Education, in the Faculty of Health, Community and Education for the 2021-2022 academic year. Delivery of the below courses includes all preparation work, lecturing, grading assignments, and the entering of final grades.

The Association agrees to waive the provisions of Article 4.7- Initial Sessional Appointment subject to the terms of this memorandum. For clarity, any individual contracted under this MOU shall not be considered an "Employee" as defined in Article 1.20 and therefore is not a member of the Mount Royal Faculty Association. The Association will be provided the names of the individuals who are teaching from the aforementioned community education partners.

<b>Courses</b>	<b>Subject</b>	<b>SICH</b>	<b>Sections</b>	<b>Credits</b>
EDUC 3106	Program of Studies and Curriculum Instruction in Teaching Science	48	001	3
EDUC 3106	Program of Studies and Curriculum Instruction in Teaching Science	48	002	3
EDUC 3106	Program of Studies and Curriculum Instruction in Teaching Science	48	003	3

EDUC 3108	Program of Studies and Curriculum Instruction in Teaching Mathematics	48	001	3
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Proposed Language

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board")**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")**

**Re: CONTRACTING OUT OF TEACHING AND RELATED ACTIVITIES IN THE DEPARTMENT OF EDUCATION**

In this particular instance, in order to honour the existing exceptional circumstance, specifically the commitment between the Department of Education and Connect Charter Schools, the Parties agree that for the period from July 1, 2020 to June 30, 2024, Articles 1.43 and 1.27 shall be exempted as follows.

The Association and the Board acknowledge the importance of the Board contracting with third parties, in certain exceptional circumstances, for teaching and related activities, ordinarily performed by Employees, as defined in of the Collective Agreement respectively.

Exemption to Article 1.43 and 1.27

In this specific case, the provision of contracted teaching and related services within the Department of Education allows for the integration of members of the professional community into the academic program of the Bachelor of Education in support of continuing university-school relationships. This approach is a response to specific pedagogical requirements within the context of a Professional Development School model in which teacher- candidates, school teachers, and faculty members of the university, provide support, development, and scholarly opportunities for all parties.

As such, the parties agree that the Board can contract from Connect Charter Schools, the delivery of up to four (4) courses in the Department of Education, in the Faculty of Health, Community and Education for the 2021-2022 each academic year, within the time period noted above. Delivery of the below courses includes all preparation work, lecturing, grading assignments, and the entering of final grades.

The Association agrees to waive the provisions of Article 4.7- Initial Sessional Appointment subject to the terms of this memorandum. For clarity, any individual contracted under this MOU shall not be considered an "Employee" as defined in Article 1.20 and therefore is not a member of the Mount Royal Faculty Association. The Association will be provided the names of the individuals who are teaching from the aforementioned community education partners, and i) the course number, ii) the course/subject title, iii) the SIC value, iv) the section number, and v) the credit value of the course taught by the aforementioned community education partners.

<b>Courses</b>	<b>Subject</b>	<b>SIC</b>	<b>Sections</b>	<b>Credits</b>
EDUC 3106	Program of Studies and Curriculum Instruction in Teaching Science	48	001	3

EDUC 3106	Program of Studies and Curriculum Instruction in Teaching Science	48	002	3
EDUC 3106	Program of Studies and Curriculum Instruction in Teaching Science	48	003	3
EDUC 3108	Program of Studies and Curriculum Instruction in Teaching Mathematics	48	001	3

This Memorandum of Understanding is not intended to be renewed or extended. Both Parties commit to having this exemption removed, with the original language within Article 1.43 and 1.27 enforce July 1, 2024 onward in all situations.



Language as Revised

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board")**

**And**

**THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")**

**Re: CONTRACTING OUT OF TEACHING AND RELATED ACTIVITIES IN THE DEPARTMENT OF EDUCATION**

In this particular instance, in order to honour the existing exceptional circumstance, specifically the commitment between the Department of Education and Connect Charter Schools, the Parties agree that for the period from July 1, 2020 to June 30, 2024, Articles 1.43 and 1.27 shall be exempted as follows.

**Exemption to Article 1.43 and 1.27**

In this specific case, the provision of contracted teaching and related services within the Department of Education allows for the integration of members of the professional community into the academic program of the Bachelor of Education in support of continuing university-school relationships. This approach is a response to specific pedagogical requirements within the context of a Professional Development School model in which teacher- candidates, school teachers, and faculty members of the university, provide support, development, and scholarly opportunities for all parties.

As such, the parties agree that the Board can contract from Connect Charter Schools, the delivery of up to four (4) courses in the Department of Education, in the Faculty of Health, Community and Education each academic year, within the time period noted above. Delivery of the ~~below~~ courses includes all preparation work, lecturing, grading assignments, and the entering of final grades.

The Association agrees to waive the provisions of Article 4.7- Initial Sessional Appointment subject to the terms of this memorandum. For clarity, any individual contracted under this MOU shall not be considered an "Employee" as defined in Article 1.20 and therefore is not a member of the Mount Royal Faculty Association. The Association will be provided the names of the individuals who are teaching from the aforementioned community education partners, and i) the course number, ii) the course/subject title, iii) the SICH value, iv) the section number, and v) the credit value of the course taught by the aforementioned community education partners.

This Memorandum of Understanding is not intended to be renewed or extended. Both Parties commit to having this exemption removed, with the original language within Article 1.43 and 1.27 enforce July 1, 2024 onward in all situations.

Rationale for Change

The reasons for this change are as follows:

- To balance the need for flexibility in honouring current agreements and specific pedagogical requirements while providing time to development new agreements and methodologies that do not conflict with the collective agreement.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

17 January, 2022

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Date

The parties hereby agree to the following changes/amendments to Article 4.3 as a solution to Tenure & Promotion.

Current Language

- 4.3 Full-time Appointment Procedures
- 4.3.1 Academic Units shall follow the *Guidelines for Hiring Faculty*, in addition to the procedures outlined in this Agreement.
- 4.3.2 All positions shall be posted.
- 4.3.3 Prior to posting a position and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of the Academic Unit shall strike a selection committee. The selection committee shall normally be comprised of:
- 4.3.3.1 the Chair of the Academic Unit, who shall be chair of the selection committee. When the Chair of the Academic Unit is unable to chair the selection committee, the Dean shall designate a chair for the committee;
- 4.3.3.2 two (2) Tenured or Tenurable Employees, at least one (1) of whom shall be tenured, from the Academic Unit where the vacancy occurs, elected by the Tenured and Tenurable Employees of the Academic Unit. In small Academic Units or disciplines, where necessary, tenured or Tenurable Employees from a cognate department in the same Faculty or School may be elected;
- 4.3.3.3 the Dean or designate; and
- 4.3.3.4 an Employee from outside the Academic Unit, normally tenured, appointed by the Dean.
- 4.3.4 Prior to posting a position, the Chair of the Academic Unit shall schedule a meeting involving the selection committee and Tenured and Tenurable Employees of the Academic Unit or discipline to discuss fully the qualifications, areas of expertise, teaching responsibilities, work pattern, anticipated rank and tenure of the appointment, and the required academic credential or its equivalent for the position in accordance with Article 4.2.3.
- 4.3.5 All applications shall be forwarded to the chair of the selection committee immediately following the close of the competition. The chair, in turn, shall make available to committee members all applications and supporting documents within seven (7) Days after the close of the competition.
- 4.3.6 The selection committee shall use the criteria listed in the position posting as a guide to evaluate applicants and develop a list of candidates to be interviewed.
- 4.3.7 The selection committee shall set the interview criteria, conduct the necessary interviews, arrange for candidates to meet, when possible, with Employees of the Academic Unit, and provide an opportunity for submissions of opinion from Employees of the Academic Unit on candidates they have met prior to formulating its recommendations.
- 4.3.8 Where possible, the committee's decision shall be reached by consensus and, if not possible, by a simple majority vote.

- 4.3.9 The chair of the selection committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of the applicants. The committee shall make specific recommendations on the following:
- preferred candidate(s);
  - category of appointment;
  - rank;
  - tenure;
  - work pattern;
  - attainment of required academic credential or its equivalent for the position;
  - placement on the salary schedule.
- The report along with the position profile shall be submitted to the Dean who shall comment and forward it to the Provost and Vice-President, Academic.
- 4.3.10 The Provost and Vice-President, Academic shall review the selection committee's report prior to making an employment offer. In the case of appointment with tenure, prior to making an employment offer, the Provost and Vice-President, Academic shall forward the hiring committee's recommendation to the President, who shall make a decision on the granting of tenure.
- 4.3.11 The Provost and Vice-President, Academic shall prepare a letter of appointment. The letter of appointment shall outline the nature and scope of the Employee's duties and responsibilities, and shall specify the category of appointment, rank, confirmation of the required academic credential, where applicable, work pattern, and placement on the salary schedule, in accordance with the provisions of Article 13. Copies of the Agreement between the Mount Royal Faculty Association and the Board of Governors and of the *Tenure and Promotion Handbook* in effect on the date of commencement of appointment shall be included.

Proposed Language

- 4.3 Full-time Appointment Procedures
- 4.3.1 Academic Units shall follow the *Guidelines for Hiring Faculty*, in addition to the procedures outlined in this Agreement.
- 4.3.2 All positions shall be posted.
- 4.3.3 Prior to posting a position and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of the Academic Unit shall strike a selection committee. The selection committee shall normally be comprised of:
- 4.3.3.1 the Chair of the Academic Unit, who shall be chair of the selection committee. When the Chair of the Academic Unit is unable to chair the selection committee, the Dean shall designate a chair for the committee;
- 4.3.3.2 two (2) Tenured or Tenurable Employees, at least one (1) of whom shall be tenured, from the Academic Unit where the vacancy occurs, elected by the Tenured and Tenurable Employees of the Academic Unit. In small Academic Units or disciplines, where necessary, tenured or Tenurable Employees from a cognate department in the same Faculty or School may be elected;
- 4.3.3.3 the Dean or designate; and
- 4.3.3.4 an Employee from outside the Academic Unit, normally tenured, appointed by the Dean.
- 4.3.4 Prior to posting a position, the Chair of the Academic Unit shall schedule a meeting involving the selection committee and Tenured and Tenurable Employees of the Academic Unit or discipline to discuss fully the qualifications, areas of expertise, teaching responsibilities, work pattern, anticipated rank and tenure of the appointment, and the required academic credential or its equivalent for the position in accordance with Article 4.2.3.
- 4.3.5 All applications shall be forwarded to the chair of the selection committee immediately following the close of the competition. The chair, in turn, shall make available to committee members all applications and supporting documents within seven (7) Days after the close of the competition.
- 4.3.6 The selection committee shall use the criteria listed in the position posting as a guide to evaluate applicants and develop a list of candidates to be interviewed.
- 4.3.7 The selection committee shall set the interview criteria, conduct the necessary interviews, arrange for candidates to meet, when possible, with Employees of the Academic Unit, and provide an opportunity for submissions of opinion from Employees of the Academic Unit on candidates they have met prior to formulating its recommendations.
- 4.3.8 Where possible, the committee's decision shall be reached by consensus and, if not possible, by a simple majority vote.
- 4.3.9 [The selection committee may recommend up to two years of credit toward the probationary period on the basis of previous employment at Mount Royal University or another Universities Canada accredited, or equivalent.](#)

institution. Such recommendation shall consider evidence such as annual evaluations of teaching, service, and, where applicable, scholarship.

4.3.9.1 Senior Lecturer, limited-term, previous term-certain, or Conditional Tenurable Employees of Mount Royal University subsequently appointed as Tenurable Employees may have up to two years of senior lecturer, limited-term, previous term-certain or Conditional Tenurable appointment at Mount Royal credited towards the probationary period.

4.3.9.2 A candidate who has two or more years' service in a tenure track position at a Universities Canada accredited, or equivalent, institution may have up to two years credited towards the probationary period at Mount Royal University.

4.3.9~~10~~ The chair of the selection committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of the applicants. The committee shall make specific recommendations on the following:

- preferred candidate(s);
- category of appointment;
- rank;
- tenure;
- work pattern;
- attainment of required academic credential or its equivalent for the position;
- years credited towards the probationary period pursuant to 4.3.9;
- placement on the salary schedule.

The report along with the position profile shall be submitted to the Dean who shall comment and forward it to the Provost and Vice-President, Academic.

4.3.10~~1~~ The Provost and Vice-President, Academic shall review the selection committee's report prior to making an employment offer. In the case of appointment with tenure, prior to making an employment offer, the Provost and Vice-President, Academic shall forward the hiring committee's recommendation to the President, who shall make a decision on the granting of tenure. Where years credited towards the probationary period are part of the recommendation, the candidate shall be informed of their option to withdraw all or a portion of such credit prior to a letter of appointment being issued.

4.3.11~~2~~ The Provost and Vice-President, Academic shall prepare a letter of appointment. The letter of appointment shall outline the nature and scope of the Employee's duties and responsibilities, and shall specify the category of appointment, rank, confirmation of the required academic credential, where applicable, work pattern, years credited towards the probationary period, and placement on the salary schedule, in accordance with the provisions of Article 13. Copies of the Agreement between the Mount Royal Faculty Association and the Board of Governors and of the *Tenure and Promotion*

*Handbook* in effect on the date of commencement of appointment shall be included.

Language as Revised

- 4.3 Full-time Appointment Procedures
- 4.3.1 Academic Units shall follow the *Guidelines for Hiring Faculty*, in addition to the procedures outlined in this Agreement.
- 4.3.2 All positions shall be posted.
- 4.3.3 Prior to posting a position and after consultation with the Dean and the Provost and Vice-President, Academic, the Chair of the Academic Unit shall strike a selection committee. The selection committee shall normally be comprised of:
- 4.3.3.1 the Chair of the Academic Unit, who shall be chair of the selection committee. When the Chair of the Academic Unit is unable to chair the selection committee, the Dean shall designate a chair for the committee;
- 4.3.3.2 two (2) Tenured or Tenurable Employees, at least one (1) of whom shall be tenured, from the Academic Unit where the vacancy occurs, elected by the Tenured and Tenurable Employees of the Academic Unit. In small Academic Units or disciplines, where necessary, tenured or Tenurable Employees from a cognate department in the same Faculty or School may be elected;
- 4.3.3.3 the Dean or designate; and
- 4.3.3.4 an Employee from outside the Academic Unit, normally tenured, appointed by the Dean.
- 4.3.4 Prior to posting a position, the Chair of the Academic Unit shall schedule a meeting involving the selection committee and Tenured and Tenurable Employees of the Academic Unit or discipline to discuss fully the qualifications, areas of expertise, teaching responsibilities, work pattern, anticipated rank and tenure of the appointment, and the required academic credential or its equivalent for the position in accordance with Article 4.2.3.
- 4.3.5 All applications shall be forwarded to the chair of the selection committee immediately following the close of the competition. The chair, in turn, shall make available to committee members all applications and supporting documents within seven (7) Days after the close of the competition.
- 4.3.6 The selection committee shall use the criteria listed in the position posting as a guide to evaluate applicants and develop a list of candidates to be interviewed.
- 4.3.7 The selection committee shall set the interview criteria, conduct the necessary interviews, arrange for candidates to meet, when possible, with Employees of the Academic Unit, and provide an opportunity for submissions of opinion from Employees of the Academic Unit on candidates they have met prior to formulating its recommendations.
- 4.3.8 Where possible, the committee's decision shall be reached by consensus and, if not possible, by a simple majority vote.
- 4.3.9 The selection committee may recommend up to two years of credit toward the probationary period on the basis of previous employment at Mount Royal University or another Universities Canada accredited, or equivalent,



institution. Such recommendation shall consider evidence such as annual evaluations of teaching, service, and, where applicable, scholarship.

- 4.3.9.1 Senior Lecturer, limited-term, previous term-certain, or Conditional Tenurable Employees of Mount Royal University subsequently appointed as Tenurable Employees may have up to two years of senior lecturer, limited-term, previous term-certain or Conditional Tenurable appointment at Mount Royal credited towards the probationary period.
- 4.3.9.2 A candidate who has two or more years' service in a tenure track position at a Universities Canada accredited, or equivalent, institution may have up to two years credited towards the probationary period at Mount Royal University.
- 4.3.10 The chair of the selection committee shall prepare a written report describing the procedures and criteria used by the committee in its assessment of the applicants. The committee shall make specific recommendations on the following:
- preferred candidate(s);
  - category of appointment;
  - rank;
  - tenure;
  - work pattern;
  - attainment of required academic credential or its equivalent for the position;
  - years credited towards the probationary period pursuant to 4.3.9;
  - placement on the salary schedule.
- The report along with the position profile shall be submitted to the Dean who shall comment and forward it to the Provost and Vice-President, Academic.
- 4.3.11 The Provost and Vice-President, Academic shall review the selection committee's report prior to making an employment offer. In the case of appointment with tenure, prior to making an employment offer, the Provost and Vice-President, Academic shall forward the hiring committee's recommendation to the President, who shall make a decision on the granting of tenure. Where years credited towards the probationary period are part of the recommendation, the candidate shall be informed of their option to withdraw all or a portion of such credit prior to a letter of appointment being issued.
- 4.3.12 The Provost and Vice-President, Academic shall prepare a letter of appointment. The letter of appointment shall outline the nature and scope of the Employee's duties and responsibilities, and shall specify the category of appointment, rank, confirmation of the required academic credential, where applicable, work pattern, years credited towards the probationary period, and placement on the salary schedule, in accordance with the provisions of Article 13. Copies of the Agreement between the Mount Royal Faculty Association and the Board of Governors and of the *Tenure and Promotion*

*Handbook* in effect on the date of commencement of appointment shall be included.

Rationale for Change

The reasons for this change are as follows:

- To allow for years of credit to be recognized at the point of hire.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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17 January, 2022

Date

The parties hereby agree to the following changes/amendments to Article 4.3 as a solution to Tenure & Promotion.

Current Language

- 10.3.7 Years credited towards the Probationary Period.
- 10.3.7.1 Tenurable Employees who have two or more years service in a tenure track position or a full-time academic staff appointment at a Universities Canada accredited, or equivalent, institution may apply by 15 November of their first probationary year to have two years credited towards their probationary period at Mount Royal University. The application shall be submitted to the TC of the Employee's Academic Unit and shall include annual evaluations of teaching, service, and, where applicable, scholarship.
- 10.3.7.2 Senior Lecturer, limited-term, previous term-certain, or Conditional Tenurable Employees of Mount Royal University subsequently appointed as Tenurable Employees may apply to have one or two years of senior lecturer, limited-term, previous term-certain or Conditional Tenurable appointment at Mount Royal.
- 10.3.7.3 An application for credit towards the probationary period shall be assessed by the TC and its recommendation, including the reasons for supporting or rejecting the application, shall be conveyed in writing to the Dean no later than 15 January of the first probationary year. The Dean shall forward the TC recommendation, along with his/her own written recommendation, to the UTPC no later than 31 January of the first probationary year. The UTPC shall meet and render a decision in writing on the granting of credit towards the probationary period no later than 1 March. The decision of the UTPC with respect to granting of credit towards the probationary period shall be final.
- 10.3.7.4 When one year of credit is granted towards the probationary period there shall be an annual tenure evaluation covering the first year and a mid-term tenure evaluation covering the second year of the remaining probationary period of four (4) years.
- 10.3.7.5 When two years of credit are granted towards the probationary period there shall be a mid-term tenure evaluation as per Article 10.5 covering the first year of the remaining probationary period of three (3) years.

*\*Topics of agreement from Green Sheet #9 (2020-11-13) included.*

Proposed Language

- 10.3.7 Years credited towards the Probationary Period.
- 10.3.7.1 Tenurable Employees [who did not receive credit at the point of hire, per Article 4.3.9, and](#) who have two or more years service in a tenure track position or a full-time academic staff appointment at a Universities Canada accredited, or equivalent, institution may apply by 15 November of their first probationary year to have two years credited towards their probationary period at Mount Royal University. The application shall be submitted to the TC of the Employee's Academic Unit and shall include annual evaluations of teaching, service, and, where applicable, scholarship.
- 10.3.7.2 Senior Lecturer, limited-term, previous term-certain, or Conditional Tenurable Employees of Mount Royal University subsequently appointed as Tenurable Employees [who did not receive credit at the point of hire per Article 4.3.9](#) may apply to have one or two years of senior lecturer, limited-term, previous term-certain or Conditional Tenurable appointment at Mount Royal.
- 10.3.7.3 An application for credit towards the probationary period [made in accordance with 10.3.7.1 or 10.3.7.2](#) shall be assessed by the TC and its recommendation, including the reasons for supporting or rejecting the application, shall be conveyed in writing to the Dean no later than 15 January of the first probationary year. The Dean shall forward the TC recommendation, along with his/her own written recommendation, to the UTPC no later than 31 January of the first probationary year. The UTPC shall meet and render a decision in writing on the granting of credit towards the probationary period no later than 1 March. The decision of the UTPC with respect to granting of credit towards the probationary period shall be final.
- 10.3.7.4 When one year of credit ~~is~~ [has been](#) granted towards the probationary period [per Article 4.3.9 or Article 10.3.7.3](#) there shall be an annual tenure evaluation covering the first year and a mid-term tenure evaluation covering the second year of the remaining probationary period of four (4) years.
- 10.3.7.5 When two years of credit ~~are~~ [has been](#) granted towards the probationary period [per Article 4.3.9 or Article 10.3.7.3](#) there shall be a mid-term tenure evaluation as per Article 10.5 covering the first year of the remaining probationary period of three (3) years.

Language as Revised

## 10.3.7 Years credited towards the Probationary Period.

- 10.3.7.1 Tenurable Employees who did not receive credit at the point of hire, per Article 4.3.9, and who have two or more years service in a tenure track position or a full-time academic staff appointment at a Universities Canada accredited, or equivalent, institution may apply by 15 November of their first probationary year to have two years credited towards their probationary period at Mount Royal University. The application shall be submitted to the TC of the Employee's Academic Unit and shall include annual evaluations of teaching, service, and, where applicable, scholarship.
- 10.3.7.2 Senior Lecturer, limited-term, previous term-certain, or Conditional Tenurable Employees of Mount Royal University subsequently appointed as Tenurable Employees who did not receive credit at the point of hire per Article 4.3.9 may apply to have one or two years of senior lecturer, limited-term, previous term-certain or Conditional Tenurable appointment at Mount Royal.
- 10.3.7.3 An application for credit towards the probationary period made in accordance with 10.3.7.1 or 10.3.7.2 shall be assessed by the TC and its recommendation, including the reasons for supporting or rejecting the application, shall be conveyed in writing to the Dean no later than 15 January of the first probationary year. The Dean shall forward the TC recommendation, along with his/her own written recommendation, to the UTPC no later than 31 January of the first probationary year. The UTPC shall meet and render a decision in writing on the granting of credit towards the probationary period no later than 1 March. The decision of the UTPC with respect to granting of credit towards the probationary period shall be final.
- 10.3.7.4 When one year of credit has been granted towards the probationary period per Article 4.3.9 or Article 10.3.7.3 there shall be an annual tenure evaluation covering the first year and a mid-term tenure evaluation covering the second year of the remaining probationary period of four (4) years.
- 10.3.7.5 When two years of credit has been granted towards the probationary period per Article 4.3.9 or Article 10.3.7.3 there shall be a mid-term tenure evaluation as per Article 10.5 covering the first year of the remaining probationary period of three (3) years.

Rationale for Change

The reasons for this change are as follows:

- To allow for years of credit to be recognized at the point of hire.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

17 January, 2022

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Date

The parties hereby agree to the following changes/amendments to Article 24.3 as a solution to Employment Equity & Workplace Environment and the issue of ensuring representation of historically underrepresented or equity seeking groups.

Current Language

24.3 The Parties shall establish a joint diversity and equity committee.

The committee shall be comprised of:

- Three (3) representatives of the Board; and
- Three (3) representatives of the Association

The committee shall select co-Chairs, one of which will be a representative of the Board, one of which will be a representative of the Association.

The committee shall:

- Collect data based on Employee self-identification that is necessary to determine Employee membership in an identifiable or designated group;
- Assess barriers, systemic or direct, to employment equity among Employees;
- Determine the appropriate timing and format of reporting on employment equity matters related to Employees;
- Issue a report on findings to the Presidents of the University and the Association, as well as to the Chair of GFC;
- Establish additional terms of reference and review as required.

The first report of findings shall be issued by June 30, 2017, and thereafter, reports will be issued as determined by the committee.

Proposed Language

24.3 Joint Equity, Diversity, and Inclusion Committee

24.3.1 The Parties shall establish a joint ~~diversity and equity~~ equity, diversity, and inclusion committee.

24.3.2 The committee shall be comprised of:

- i) Three (3) representatives of the Board; and
- ii) Three (3) representatives of the Association

24.3.3 The committee shall select co-Chairs, one of which will be a representative of the Board, one of which will be a representative of the Association.

24.3.4 The committee shall:

- i) ~~Collect data based on Employee self-identification that is necessary to determine Employee membership in an identifiable or designated group; Receive available aggregate, anonymized data collected by the Board necessary to assess systemic, direct, or intersectional barriers to employment equity among Employees (see Article 22.1.1).~~  
- ~~Assess barriers, systemic or direct, to employment equity among Employees;~~
- ii) ~~Request, when necessary, additional anonymized information be collected by the Board.~~
- iii) Determine the appropriate ~~timing and~~ format of reporting on employment equity matters related to Employees;  
- ~~Issue a report on findings to the Presidents of the University and the Association, as well as to the Chair of GFC;~~
- iv) Establish additional terms of reference and review as required.

24.3.5 ~~The first report of findings shall be issued by June 30, 2017, and thereafter, reports will be issued as determined by the committee. Reports will be issued to the Parties annually on 1 May. The Board or the Association may request an additional report or information in order to address specific questions or concerns.~~



Language as Revised

- 24.3 Joint Equity, Diversity, and Inclusion Committee
- 24.3.1 The Parties shall establish a joint equity, diversity, and inclusion committee.
- 24.3.2 The committee shall be comprised of:
- i) Three (3) representatives of the Board; and
  - ii) Three (3) representatives of the Association
- 24.3.3 The committee shall select co-Chairs, one of which will be a representative of the Board, one of which will be a representative of the Association.
- 24.3.4 The committee shall:
- i) Receive available aggregate, anonymized data collected by the Board necessary to assess systemic, direct, or intersectional barriers to employment equity among Employees (see Article 22.1.1).
  - ii) Request, when necessary, additional anonymized information be collected by the Board.
  - iii) Determine the appropriate format of reporting on employment equity matters related to Employees;
  - iv) Establish additional terms of reference and review as required.
- 24.3.5 Reports will be issued to the Parties annually on 1 May. The Board or the Association may request an additional report or information in order to address specific questions or concerns.

Rationale for Change

The reasons for this change are as follows:

- To recognize that the JEDI committee does not have the legal authority to compel Employees to submit demographic information.
- To recognize that the Board had indicated that it plans to begin a process of collecting demographic information from all employees (faculty, staff, management and exempt) starting in Fall 2021. And the Association encourages its members to provide this information when it is available.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

17 January, 2022

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Date

The parties hereby agree to the following changes/amendments to Article 16.1 as a solution to Compensation and Benefits and how can the structure of faculty benefits promote Employees' health and well-being.

Current Language

16.1 The Board shall administer the following benefits, subject to the terms and conditions of the applicable carrier contracts and government regulations: extended health care, including a \$1,000 Health Spending Account; dental care; life insurance including accidental death and dismemberment; long term disability insurance, and the Local Authorities Pension Plan. The carrier for benefits other than the Local Authorities Pension shall be the existing carrier unless changed by mutual agreement between the Board and the Association.

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

Proposed Language

16.1 The Board shall administer the following benefits, subject to the terms and conditions of the applicable carrier contracts and government regulations: extended health care, including a \$1,000 Health Spending Account/Personal Spending Account; dental care; life insurance including accidental death and dismemberment; long term disability insurance, and the Local Authorities Pension Plan.

16.1.1 There shall be no change to the level of these benefits without prior consultation between the Board and the Association.

16.1.2 The carrier for benefits other than the Local Authorities Pension shall be the existing carrier unless changed by mutual agreement between the Board and the Association.

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

Language as Revised

16.1 The Board shall administer the following benefits, subject to the terms and conditions of the applicable carrier contracts and government regulations: extended health care, including a \$1,000 Health Spending Account/Personal Spending Account; dental care; life insurance including accidental death and dismemberment; long term disability insurance, and the Local Authorities Pension Plan.

16.1.1 There shall be no change to the level of these benefits without prior consultation between the Board and the Association.

16.1.2 The carrier for benefits other than the Local Authorities Pension shall be the existing carrier unless changed by mutual agreement between the Board and the Association.

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

Rationale for Change

The reasons for this change are as follows:

- To recognize recent changes to Employee's health benefits.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

11 February, 2022

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Date

The parties hereby agree to the following changes/amendments to Article 17.2.1 as a solution to Compensation and Benefits and how can the structure of faculty benefits promote Employees' health and well-being.

Current Language

17.2 Medical Leave

17.2.1 Short Term Disability

Upon commencement of employment, a Full-time Employee shall be entitled to full salary during illness for a maximum of sixty (60) Days per year. This entitlement shall be reinstated immediately in the case of the same or related illness providing thirty (30) calendar days have elapsed since the Employee's return to work. In the case of a new illness, the sixty (60) Days of short term disability leave will be reinstated immediately. After the maximum allowable short term disability leave, Employees will be eligible for Long Term Disability.

Proposed Language

17.2 Medical Leave

17.2.1 Short Term Disability

Upon commencement of employment, a Full-time Employee shall be entitled to full salary during illness for a maximum of sixty (60) Days per year seventy-five (75) Days of Short Term Disability coverage per year. The first thirty-five (35) Days shall be paid at 100% of the Employee's salary and the remaining Days shall be paid at 90% of the Employee's salary. This entitlement shall be reinstated immediately in the case of the same or related illness providing thirty (30) calendar days have elapsed since the Employee's return to work. In the case of a new illness, the sixty (60) seventy-five (75) Days of short term disability leave will be reinstated immediately. After the maximum allowable short term disability leave, Employees will be eligible for Long Term Disability.

Language as Revised

17.2 Medical Leave

17.2.1 Short Term Disability

Upon commencement of employment, a Full-time Employee shall be entitled to seventy-five (75) Days of Short Term Disability coverage per year. The first thirty-five (35) Days shall be paid at 100% of the Employee's salary and the remaining Days shall be paid at 90% of the Employee's salary. This entitlement shall be reinstated immediately in the case of the same or related illness providing thirty (30) calendar days have elapsed since the Employee's return to work. In the case of a new illness, the seventy-five (75) Days of short term disability leave will be reinstated immediately. After the maximum allowable short term disability leave, Employees will be eligible for Long Term Disability.

Rationale for Change

The reasons for this change are as follows:

- To recognize recent changes to Employee's health benefits.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

February 11, 2022

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Date

The parties hereby agree to the following addition of Article 22.2 as a solution to MOUs, Editorial and Housekeeping and determining whether an MOU should be deleted, amended, and/or absorbed into the main body of the agreement. As part of these agreed-upon changes, the parties reviewed and updated the Process for Workplace Accommodation Requests and amended the process accordingly and in a manner satisfactory to the parties. This green sheet also provides confirmation of agreement on the Process for Workplace Accommodation Requests.

Current Language

N/A

Proposed Language

22.2 Duty to Accommodate

- 22.2.1 The Board and the Association have rights and obligations regarding the duty to accommodate Employees to the point of undue hardship, as established by law.
- 22.2.2 The Process for Workplace Accommodation Requests shall be maintained by the Department of Human Resources. These guidelines outline how the Board addresses accommodation in the workplace.
- 22.2.3 Substantive changes to the document Process for Workplace Accommodation Requests are to be made by Human Resources. The Board shall consult with the Association when it intends to make any substantive changes to the process therein described.

*\*Renumbering following articles accordingly.*

Language as Revised

22.2 Duty to Accommodate

- 22.2.1 The Board and the Association have rights and obligations regarding the duty to accommodate Employees to the point of undue hardship, as established by law.
- 22.2.2 The Process for Workplace Accommodation Requests shall be maintained by the Department of Human Resources. These guidelines outline how the Board addresses accommodation in the workplace.
- 22.2.3 Substantive changes to the document Process for Workplace Accommodation Requests are to be made by Human Resources. The Board shall consult with the Association when it intends to make any substantive changes to the process therein described.

*\*Renumbering following articles accordingly.*

Rationale for Change

The reasons for this change are as follows:

- To provide clarity in how Employees process through the accommodation process.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

11 February 2022

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Date

The parties hereby agree to the following changes/amendments as a solution to MOUs, Editorial and Housekeeping and determining whether an MOU should be deleted, amended, and/or absorbed into the main body of the agreement.

Current Language

MEMORANDUM OF UNDERSTANDING  
Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

(the “University”) And  
THE MOUNT ROYAL FACULTY ASSOCIATION

(the “Association”)

Regarding Re-evaluation of Ongoing Accommodation of Disabled Academic Staff

1. The University and Association have rights and obligations regarding the duty to accommodate academic staff members’ disabilities to the point of undue hardship, and the duty to accommodate as established by law.
2. Where the University has been accommodating a disabled academic staff member, and a change in circumstances prompts the need to reevaluate the ongoing accommodation for any reason, the following process will be followed.
3. The Parties shall meet to assess the viability of continued accommodations short of undue hardship. Upon the request of the disabled academic staff member, the meeting shall be between the University’s representative and the disabled academic staff member only, without the Association’s representative present.
4. The Parties shall discuss, consider and assess potential methods of continued accommodation of the academic staff member’s disabilities in light of factors including but not limited to the temporary versus permanent nature of the disabilities, the functional limitation caused by the disabilities, and the availability of productive work, with or without modifications.
5. Subject to #1 above, the University reserves the right to make the decision, including, but not limited to: the continuation of the present accommodations; modification of the present accommodations; or termination of the present accommodations.
6. If the University’s decision is to modify or terminate a present accommodation due to undue hardship, the University shall notify in writing both the Association and the disabled academic staff member of the University’s decision, and the notice shall provide reason so that they can understand the basis for the University decision.



Proposed Language

~~MEMORANDUM OF UNDERSTANDING  
Between~~

~~THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY~~

~~(the "University") And~~

~~THE MOUNT ROYAL FACULTY ASSOCIATION~~

~~(the "Association")~~

~~Regarding Re-evaluation of Ongoing Accommodation of Disabled Academic Staff~~

- ~~1. The University and Association have rights and obligations regarding the duty to accommodate academic staff members' disabilities to the point of undue hardship, and the duty to accommodate as established by law.~~
- ~~2. Where the University has been accommodating a disabled academic staff member, and a change in circumstances prompts the need to reevaluate the ongoing accommodation for any reason, the following process will be followed.~~
- ~~3. The Parties shall meet to assess the viability of continued accommodations short of undue hardship. Upon the request of the disabled academic staff member, the meeting shall be between the University's representative and the disabled academic staff member only, without the Association's representative present.~~
- ~~4. The Parties shall discuss, consider and assess potential methods of continued accommodation of the academic staff member's disabilities in light of factors including but not limited to the temporary versus permanent nature of the disabilities, the functional limitation caused by the disabilities, and the availability of productive work, with or without modifications.~~
- ~~5. Subject to #1 above, the University reserves the right to make the decision, including, but not limited to: the continuation of the present accommodations; modification of the present accommodations; or termination of the present accommodations.~~
- ~~6. If the University's decision is to modify or terminate a present accommodation due to undue hardship, the University shall notify in writing both the Association and the disabled academic staff member of the University's decision, and the notice shall provide reason so that they can understand the basis for the University decision.~~

Language as Revised  
*MOU deleted.*

Rationale for Change

The reasons for this change are as follows:

- To provide clarity in how Employees process through the accommodation process.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

13 February, 2022

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Date

The parties hereby agree to the following changes/amendments to Article 4.7-4.8 as a solution to compensation and Employment Equity & Workplace Environment (ensuring that Employees with Contract Appointments experience equal pay for equal work) and Job Security (ensuring stable and predictable employment).

Current Language

4.7 Initial Sessional Appointment

4.7.1 Initial Sessional Appointment refers to a Contract Employee's first allocation of workload in an Academic Unit or allocation of workload to a Contract Employee who has not worked in the Academic Unit for more than 18 months.

4.7.1.1 Normally, initial Sessional Appointments are initiated after the following reappointments and workload allocation has occurred.

- Full time Tenured, Tenurable and Conditional Tenurable;
- Senior Lecturers and Laboratory Instructors
- Limited-term;
- Fixed-term;
- Continuing term;
- Sessional Reappointments;
- Post-Doctoral Fellows

4.7.2 A standing committee for sessional appointments shall be struck and normally shall be composed of:

4.7.2.1 the Chair of the Academic Unit, who shall be chair of the standing committee. When the Chair of the Academic Unit is unable to chair the standing committee, the Dean shall designate a chair for the committee;

4.7.2.2 whenever possible, at least two Tenured or Tenurable Employees elected by the Academic Unit or discipline. In small Academic Units, where necessary, Tenured or Tenurable Employees from a cognate department in the same Faculty or School may be elected. Subject area experts from the Academic Unit may be consulted as necessary at the discretion of the Chair.

4.7.3 The criteria (unranked) for initial sessional appointment are as follows:

- candidate availability;
- required and desired academic credential(s) and professional certification(s);
- appropriate subject and professional expertise;
- record of successful teaching performance, or clear potential for becoming a successful teacher;
- any applicable professional performance standards; and
- other bona fide department and program needs and priorities approved by the Dean.

4.7.4 All available initial appointments, along with the criteria outlined in Article 4.7.3, shall be posted.

4.7.5 The standing committee shall be provided with all applications and supporting documents, including the selection criteria outlined in Article 4.7.3.

4.7.6 When, due to unforeseen circumstances, a course/section must be assigned expeditiously, the Chair may make initial appointments and shall report any such appointments to the standing committee at the earliest opportunity.

- 4.7.7 The standing committee shall review all applications, conduct interviews if necessary, and develop a short list of candidates in order of priority according to the selection criteria outlined in Article 4.7.3.
- 4.7.7.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.
- 4.7.8 For each available position, the chair of the standing committee shall submit in writing the committee's recommended appointee, to the Dean for approval, along with:
- the candidate's academic credentials;
  - a brief report describing how the standing committee applied the selection criteria in 4.7.3, and any bona fide department and program needs and priorities identified in the selection process.
- 4.7.9 In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.
- 4.8 Sessional Reappointment and Workload Allocation
- 4.8.1 All current Contract Employees in the Academic Unit, and Contract Employees who have held contracts in the Academic Unit within the eighteen (18) months prior to the March 1 posting of the available courses projected for the upcoming Spring, Summer, Fall and Winter semesters, excluding time served in Limited-term appointments, are eligible to apply for available sessional contracts, subject to the projected availability of courses for the period under consideration.
- 4.8.1.1 Normally, sessional reappointments are initiated after the following reappointment and workload allocation has occurred.
- Full time Tenured, Tenurable, and Conditional Tenurable;
  - Senior Lecturers and Laboratory Instructors
  - Limited-term;
  - Fixed-term;
  - Continuing term.
- 4.8.2 The criteria (unranked) for sessional re-appointment and workload allocation are as follows:
- candidate availability;
  - seniority, as defined in Article 4.8.3;
  - required and desired academic credential(s) and professional certification(s);
  - appropriate subject and professional expertise;
  - teaching performance as assessed by Chair/tenured designate evaluations (including evaluation of course materials as applicable) and student evaluations of instruction;
  - any applicable professional performance standards;
  - performance of duties in a responsible and professional manner; and
  - other bona fide department and program needs and priorities approved by the Dean.
- 4.8.3 Seniority
- 4.8.3.1 As per Article 4.8.2, seniority is one of the criteria that shall be taken into account in sessional reappointments and workload allocation.

- 4.8.3.2 Seniority shall be based on accumulated teaching experience within the Academic Unit in terms of the total SICH taught within the unit, taking into account the conversion of laboratory SICH specified in Article 4.8.3.4. The Office of the Provost and Vice President, Academic shall calculate seniority annually in the Winter semester, inclusive of SICH taught during the Winter semester.
- 4.8.3.3 No later than March 1, The Office of the Provost and Vice President, Academic shall provide all academic units with an updated seniority report that shall be used as the basis for seniority determinations within the academic unit for the subsequent Spring, Summer, Fall and/or Winter semesters.
- 4.8.3.4 For the purposes of calculating and comparing seniority, laboratory SICH shall be multiplied by a factor of 0.5, the conversion factor identified in Article 6.3.2.
- 4.8.4 Deadlines
- 4.8.4.1 Normally, the reappointment of contract faculty for the Spring, Summer, Fall and Winter semesters shall be done simultaneously according to the deadline described in 4.8.4.2.
- 4.8.4.2 No later than March 1 the Chair shall post the available courses projected for the upcoming Spring, Summer, Fall and Winter semesters along with the reappointment criteria, and invite eligible contract Employees in the Academic Unit to submit their requested teaching load in terms of courses and number of sections.
- 4.8.4.3 In the event that any Winter semester courses must be allocated after the main allocation period described in 4.8.4.2, the Chair shall post these projected Winter semester courses no later than November 15 along with the reappointment criteria, and invite eligible contract Employees in the Academic Unit to submit their requested teaching load in terms of courses and number of sections.
- 4.8.5 Eligible contract Employees shall notify the Chair in writing of their requested teaching load within seven (7) Days of the courses being posted, and their application for reappointment shall be considered by the standing committee. While requested teaching allocations shall be considered, there is no guarantee that they will be accommodated.
- 4.8.6 The standing committee shall be provided with all applications and supporting documents, including the criteria outlined in Article 4.8.2, performance evaluations to which applicants have had the opportunity to respond, any current documented disciplinary issues to which applicants have had the opportunity to respond, and any responses that applicants provided during the course of evaluation or disciplinary proceedings.
- 4.8.7 The standing committee shall review all applications and, based on the criteria outlined in Article 4.8.2, determine if the applicants are:
- eligible for reappointment;
  - eligible for reappointment with conditions;
  - ineligible for reappointment.

- 4.8.7.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.
- 4.8.8 A current contract Employee who is eligible for reappointment with conditions shall be advised in writing of the reasons for the conditions, the nature of the conditions and how long the conditions shall remain in effect. The notice of eligibility for reappointment with conditions shall be signed by the Employee to indicate receipt. Within ten (10) Days of receiving notice of eligibility for reappointment with conditions, the Employee may respond to the committee in writing.
- 4.8.9 A current contract Employee who is ineligible for reappointment shall be advised in writing of the reasons for ineligibility. Within ten (10) Days of receiving notice of ineligibility, the Employee may respond to the committee in writing.
- 4.8.10 The standing committee shall review the applications and supporting documents for all eligible applicants and determine recommended allocations based on the criteria outlined in Article 4.8.2.
- 4.8.10.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.
- 4.8.11 When, due to unforeseen circumstances, a course/section must be allocated expeditiously, the Chair may make such allocations subject to Article 4.8.10 and shall report any such allocations to the standing committee at the earliest opportunity.
- 4.8.12 The chair of the standing committee shall submit a written list of the committee's recommended allocations, to the Dean for approval, along with:
- the Employees' academic credentials;
  - a brief report describing how the standing committee applied the selection criteria in 4.8.2, and any bona fide department and program needs and priorities identified in the selection process. Upon request, eligible applicants in the Academic Unit shall be permitted to view this report within ten (10) Days of the announcement of the allocations.
- 4.8.13 In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.
- 4.8.14 Normally, eligible applicants who have applied for courses shall be informed of the results of their application:
- no later than April 1 for Spring/Summer/Fall/Winter semester allocations;
  - no later than December 1 for extraordinary Winter semester allocations not made in the main allocation period.
- 4.8.15 Within ten Days following the notification of workload allocation to the Employee, the Employee shall notify the Chair of any accommodations relating to a disability required for the delivery of the allocated workload. Accommodations will follow the process outlined in article 24.5.

Proposed Language

## 4.7 Initial Sessional Appointment

4.7.1 Initial Sessional Appointment refers to a Contract Employee's first allocation of workload in an Academic Unit or allocation of workload to a Contract Employee who has not worked in the Academic Unit for more than 18 months.

4.7.1.1 ~~Normally, i~~Initial Sessional Appointments are initiated after the following reappointments and workload allocation has occurred.

- Full time Tenured, Tenurable and Conditional Tenurable;
- Senior Lecturers and Laboratory Instructors
- Limited-term;
- Fixed-term;
- Continuing term;
- Sessional Reappointments; and
- Post-Doctoral Fellows.

4.7.2 A standing committee for ~~s~~Sessional ~~a~~Appointments shall be struck and normally shall be composed of:

4.7.2.1 the Chair of the Academic Unit, who shall be chair of the standing committee. When the Chair of the Academic Unit is unable to chair the standing committee, the Dean shall designate a chair for the committee;

4.7.2.2 whenever possible, at least two Tenured or Tenurable Employees elected by the Academic Unit or discipline. In small Academic Units, where necessary, Tenured or Tenurable Employees from a cognate department in the same Faculty or School may be elected. Subject area experts from the Academic Unit may be consulted as necessary at the discretion of the Chair.

4.7.3 ~~The Subject to an applicant's availability, the~~ criteria (unranked) for initial ~~s~~Sessional ~~a~~Appointments are as follows:

~~—candidate availability;~~

- required and desired academic credential(s) and professional certification(s);
- appropriate subject and professional expertise;
- record of successful teaching performance, or clear potential for becoming a successful teacher;
- any applicable professional performance standards; and
- other bona fide department and program needs and priorities approved by the Dean and included in the posting, per Article 4.7.4. Bona fide department and program needs and priorities not included in the posting, pre Article 4.7.4, shall not be considered.

4.7.4 All available initial appointments, along with the criteria outlined in Article 4.7.3, shall be posted.

4.7.5 The standing committee shall be provided with all applications and supporting documents, including the selection criteria outlined in Article 4.7.3.

4.7.6 When, due to unforeseen circumstances, a course/section must be assigned expeditiously, the Chair may make initial appointments and shall report any such appointments to the standing committee at the earliest opportunity.

4.7.7 The standing committee shall review all applications, conduct interviews if necessary, and develop a short list of candidates in order of priority according to the selection criteria outlined in Article 4.7.3.

4.7.7.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.

4.7.8 For each available position, the chair of the standing committee shall submit in writing the committee's recommended appointee, to the Dean for approval, along with:

- the candidate's academic credentials;
- a brief report describing how the standing committee applied the selection criteria in 4.7.3, ~~and any bona fide department and program needs and priorities identified in the selection process.~~

4.7.9 In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.

#### 4.8 Sessional Reappointment and Workload Allocation

4.8.1 The following individuals are eligible to apply for available sessional contracts, subject to the projected availability of courses for the period under consideration:

4.8.1.1 All current Contract Employees in the Academic Unit, ~~and;~~

4.8.1.2 Contract Employees who have held contracts in the Academic Unit within the eighteen (18) months prior to the March 1 posting of the available courses projected for the upcoming Spring, Summer, Fall and Winter semesters; ~~and~~

4.8.1.3 ~~excluding time served in Limited-term appointments, are eligible to apply for available sessional contracts, subject to the projected availability of courses for the period under consideration~~ Employees who do not currently hold, but who have held a Limited-term appointment in the Academic Unit within the eighteen (18) months prior to the March 1 posting of the available courses projected for the upcoming Spring, Summer, Fall and Winter semesters.

~~4.8.1.4~~ 4.8.1.1 Normally, sessional reappointments are initiated after the following reappointment and workload allocation has occurred.

- Full time Tenured, Tenurable, and Conditional Tenurable;
- Senior Lecturers and Laboratory Instructors
- Limited-term;
- Fixed-term; and
- Continuing term.

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

- ~~• candidate availability;~~
- ~~• seniority, as defined in Article 4.8.3;~~
- ~~• required and desired academic credential(s) and professional certification(s);~~
- ~~• appropriate subject and professional expertise;~~
- ~~• teaching performance as assessed by Chair/tenured designate evaluations (including evaluation of course materials as applicable) and student evaluations of instruction;~~
- ~~• any applicable professional performance standards;~~
- ~~• performance of duties in a responsible and professional manner; and~~



- ~~• other bona fide department and program needs and priorities approved by the Dean.~~
- ~~4.8.3 Seniority~~
  - ~~4.8.3.1 As per Article 4.8.2, seniority is one of the criteria that shall be taken into account in sessional reappointments and workload allocation.~~
  - ~~4.8.3.2 Seniority shall be based on accumulated teaching experience within the Academic Unit in terms of the total SICH taught within the unit, taking into account the conversion of laboratory SICH specified in Article 4.8.3.4. The Office of the Provost and Vice President, Academic shall calculate seniority annually in the Winter semester, inclusive of SICH taught during the Winter semester.~~
  - ~~4.8.3.3 No later than March 1, The Office of the Provost and Vice President, Academic shall provide all academic units with an updated seniority report that shall be used as the basis for seniority determinations within the academic unit for the subsequent Spring, Summer, Fall and/or Winter semesters.~~
  - ~~4.8.3.4 For the purposes of calculating and comparing seniority, laboratory SICH shall be multiplied by a factor of 0.5, the conversion factor identified in Article 6.3.2.~~

#### 4.8.43 Deadlines

- 4.8.43.1 Normally, the reappointment of eContract fFaculty for the Spring, Summer, Fall and Winter semesters shall be done simultaneously according to the deadline described in 4.8.43.2.
- 4.8.43.2 No later than March 1 the Chair shall post the available courses projected for the upcoming Spring, Summer, Fall and Winter semesters along with the reappointment criteria outlined in Article 4.8.4.2 and 4.8.5.2, and invite eligible eContract Employees in the Academic Unit to submit their requested teaching load in terms of courses and number of sections.
- 4.8.43.3 In the event that any Winter semester courses must be allocated after the main allocation period described in 4.8.43.2, the Chair shall post these projected Winter semester courses no later than November 15 along with the reappointment criteria, and invite eligible contract Employees in the Academic Unit to submit their requested teaching load in terms of courses and number of sections.
- 4.8.54.4 Eligible eContract Employees shall notify the Chair in writing of their requested teaching load within seven (7) Days of the courses being posted, and their application for reappointment shall be considered by the standing committee. While requested teaching allocations shall be considered, there is no guarantee that they will be accommodated.
- 4.8.64.4 The standing committee shall be provided with all applications and supporting documents, including the criteria outlined in Articles 4.8.24.2 and 4.8.5.2, performance evaluations to which applicants have had the opportunity to respond, any current documented disciplinary issues to which applicants have had the opportunity to respond, and any responses that

applicants provided during the course of evaluation or disciplinary proceedings.

#### 4.8.4 Eligibility for Reappointment

~~4.8.74.1~~ The standing committee shall review all applications and, ~~based on the criteria outlined in Article 4.8.2,~~ determine if the applicants are:

- eligible for reappointment;
- eligible for reappointment with conditions;
- ineligible for reappointment.

~~4.8.7.2~~ The criteria for determining an applicant's eligibility for reappointment are as follows:

- performance of duties in a responsible and professional manner; and
- teaching performance as assessed by Chair/tenured designate evaluations (including evaluation of course materials as applicable) and student evaluations of instruction;

~~4.8.74.13~~ The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.

~~4.8.84.4~~ A ~~current~~ eContract Employee who is eligible for reappointment with conditions shall be advised in writing of the reasons for the conditions, the nature of the conditions and how long the conditions shall remain in effect. The notice of eligibility for reappointment with conditions shall be signed by the Employee to indicate receipt. Within ten (10) Days of receiving notice of eligibility for reappointment with conditions, the Employee may respond to the committee in writing.

~~4.8.94.4~~ A ~~current~~ eContract Employee who is ineligible for reappointment shall be advised in writing of the reasons for ineligibility. Within ten (10) Days of receiving notice of ineligibility, the Employee may respond to the committee in writing.

#### 4.8.5 Course Allocation

~~4.8.105.1~~ The standing committee shall review the applications and supporting documents for all eligible applicants and determine recommended course allocations based on the criteria outlined in Article 4.8.25.2, the use of seniority as outlined in Article 4.8.5.3, and the instructional loads as outlined in Article 14.14. ~~4.8.10.1~~—The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.

~~4.8.5.2~~ Subject to an applicant's availability, the criteria for determining recommended course allocations are as follows:

- required and, with valid justification, desired academic credential(s) and professional certification(s);
- appropriate subject and professional expertise;
- any applicable professional performance standards;
- other bona fide department and program needs and priorities approved by the Dean and included in the posting, per Article 4.8.3.2. Bona fide department and program needs and priorities not included in the posting, pre Article 4.8.3.2, shall not be considered.

- 4.8.5.3 Where the criteria in Article 4.8.5.2 are, as between or amongst applicants, deemed relatively equal by the committee, then the applicant with higher seniority shall be allocated the course.
- 4.8.35.41 For the purpose of Article 4.8.5.3, seniority shall be defined as the total SICH taught, taking into account the conversions in Article 13.3.4.
- 4.8.35.32 No later than March 1, the Office of the Provost and Vice-President, Academic shall make available an updated seniority report, inclusive of SICH taught during the Winter semester, that shall be used as the basis for seniority determinations within the Academic Unit for the subsequent Spring, Summer, Fall and/or Winter semesters.
- 4.8.116 When, due to unforeseen circumstances, a course/section must be allocated expeditiously, the Chair may make such allocations subject to Article 4.8.105.1 and shall report any such allocations to the standing committee at the earliest opportunity.
- 4.8.127 The chair of the standing committee shall submit a written list of the committee's recommended allocations, to the Dean for approval, along with:
- the Employees' academic credentials;
  - a brief report describing how the standing committee applied the selection criteria in 4.8.5.2, ~~and any bona fide department and program needs and priorities identified in the selection process~~ and the seniority provisions in Article 4.8.5.3. Upon request, eligible applicants in the Academic Unit shall be permitted to view this report within ten (10) Days of the announcement of the allocations.
- 4.8.138 In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.
- 4.8.149 Normally, eligible applicants who have applied for courses shall be informed of the results of their application:
- no later than April 1 for Spring/Summer/Fall/Winter semester allocations;
  - no later than December 1 for extraordinary Winter semester allocations not made in the main allocation period.
- 4.8.1510 Within ten Days following the notification of workload allocation to the Employee, the Employee shall notify the Chair of any accommodations relating to a disability required for the delivery of the allocated workload. Accommodations will follow the process outlined in article 24.522.2.

Language as Revised

## 4.7 Initial Sessional Appointment

4.7.1 Initial Sessional Appointment refers to a Contract Employee's first allocation of workload in an Academic Unit or allocation of workload to a Contract Employee who has not worked in the Academic Unit for more than 18 months.

4.7.1.1 Initial Sessional Appointments are initiated after the following reappointments and workload allocation has occurred.

- Full time Tenured, Tenurable and Conditional Tenurable;
- Senior Lecturers and Laboratory Instructors
- Limited-term;
- Fixed-term;
- Continuing term;
- Sessional Reappointments; and
- Post-Doctoral Fellows.

4.7.2 A standing committee for Sessional Appointments shall be struck and normally shall be composed of:

4.7.2.1 the Chair of the Academic Unit, who shall be chair of the standing committee. When the Chair of the Academic Unit is unable to chair the standing committee, the Dean shall designate a chair for the committee;

4.7.2.2 whenever possible, at least two Tenured or Tenurable Employees elected by the Academic Unit or discipline. In small Academic Units, where necessary, Tenured or Tenurable Employees from a cognate department in the same Faculty or School may be elected. Subject area experts from the Academic Unit may be consulted as necessary at the discretion of the Chair.

4.7.3 Subject to an applicant's availability, the criteria (unranked) for initial Sessional Appointments are as follows:

- required and desired academic credential(s) and professional certification(s);
- appropriate subject and professional expertise;
- record of successful teaching performance, or clear potential for becoming a successful teacher;
- any applicable professional performance standards; and
- other bona fide department and program needs and priorities approved by the Dean and included in the posting, per Article 4.7.4. Bona fide department and program needs and priorities not included in the posting, pre Article 4.7.4, shall not be considered.

4.7.4 All available initial appointments, along with the criteria outlined in Article 4.7.3, shall be posted.

4.7.5 The standing committee shall be provided with all applications and supporting documents, including the selection criteria outlined in Article 4.7.3.

4.7.6 When, due to unforeseen circumstances, a course/section must be assigned expeditiously, the Chair may make initial appointments and shall report any such appointments to the standing committee at the earliest opportunity.

4.7.7 The standing committee shall review all applications, conduct interviews if necessary, and develop a short list of candidates in order of priority according to the selection criteria outlined in Article 4.7.3.

- 4.7.7.1 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.
- 4.7.8 For each available position, the chair of the standing committee shall submit in writing the committee's recommended appointee, to the Dean for approval, along with:
- the candidate's academic credentials;
  - a brief report describing how the standing committee applied the selection criteria in 4.7.3.
- 4.7.9 In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.
- 4.8 Sessional Reappointment and Workload Allocation
- 4.8.1 The following individuals are eligible to apply for available sessional contracts, subject to the projected availability of courses for the period under consideration:
- 4.8.1.1 All current Contract Employees in the Academic Unit;
- 4.8.1.2 Contract Employees who have held contracts in the Academic Unit within the eighteen (18) months prior to the March 1 posting of the available courses projected for the upcoming Spring, Summer, Fall and Winter semesters; and
- 4.8.1.3 Employees who do not currently hold, but who have held a Limited-term appointment in the Academic Unit within the eighteen (18) months prior to the March 1 posting of the available courses projected for the upcoming Spring, Summer, Fall and Winter semesters.
- 4.8.2 Sessional reappointments are initiated after the following reappointment and workload allocation has occurred.
- Full time Tenured, Tenurable, and Conditional Tenurable;
  - Senior Lecturers and Laboratory Instructors
  - Limited-term;
  - Fixed-term; and
  - Continuing term.
- 4.8.3 Deadlines
- 4.8.3.1 Normally, the reappointment of Contract Faculty for the Spring, Summer, Fall and Winter semesters shall be done simultaneously according to the deadline described in 4.8.3.2.
- 4.8.3.2 No later than March 1 the Chair shall post the available courses projected for the upcoming Spring, Summer, Fall and Winter semesters along with the criteria outlined in Article 4.8.4.2 and 4.8.5.2, and invite eligible Contract Employees in the Academic Unit to submit their requested teaching load in terms of courses and number of sections.
- 4.8.3.3 In the event that any Winter semester courses must be allocated after the main allocation period described in 4.8.3.2, the Chair shall post these projected Winter semester courses no later than November 15 along with the reappointment criteria, and invite eligible contract Employees in the Academic Unit to submit their requested teaching load in terms of courses and number of sections.

4.8.4.4 Eligible Contract Employees shall notify the Chair in writing of their requested teaching load within seven (7) Days of the courses being posted, and their application for reappointment shall be considered by the standing committee. While requested teaching allocations shall be considered, there is no guarantee that they will be accommodated.

4.8.4.4 The standing committee shall be provided with all applications and supporting documents, including the criteria outlined in Articles 4.8.4.2 and 4.8.5.2, performance evaluations to which applicants have had the opportunity to respond, any current documented disciplinary issues to which applicants have had the opportunity to respond, and any responses that applicants provided during the course of evaluation or disciplinary proceedings.

#### 4.8.4 Eligibility for Reappointment

4.8.4.1 The standing committee shall review all applications and determine if the applicants are:

- eligible for reappointment;
- eligible for reappointment with conditions;
- ineligible for reappointment.

4.8.7.2 The criteria for determining an applicant's eligibility for reappointment are as follows:

- performance of duties in a responsible and professional manner; and
- teaching performance as assessed by Chair/tenured designate evaluations (including evaluation of course materials as applicable) and student evaluations of instruction;

4.8.4.3 The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.

4.8.4.4 A Contract Employee who is eligible for reappointment with conditions shall be advised in writing of the reasons for the conditions, the nature of the conditions and how long the conditions shall remain in effect. The notice of eligibility for reappointment with conditions shall be signed by the Employee to indicate receipt. Within ten (10) Days of receiving notice of eligibility for reappointment with conditions, the Employee may respond to the committee in writing.

4.8.4.4 A Contract Employee who is ineligible for reappointment shall be advised in writing of the reasons for ineligibility. Within ten (10) Days of receiving notice of ineligibility, the Employee may respond to the committee in writing.

#### 4.8.5 Course Allocation

4.8.5.1 The standing committee shall review the applications and supporting documents for all eligible applicants and determine recommended course allocations based on the criteria outlined in Article 4.8.5.2, the use of seniority as outlined in Article 4.8.5.3, and the instructional loads as outlined in Article 14.14. The committee's decision shall be reached by consensus or, if not possible, by a simple majority vote.

4.8.5.2 Subject to an applicant's availability, the criteria for determining recommended course allocations are as follows:

- required and, with valid justification, desired academic credential(s) and professional certification(s);
  - appropriate subject and professional expertise;
  - any applicable professional performance standards;
  - other bona fide department and program needs and priorities approved by the Dean and included in the posting, per Article 4.8.3.2. Bona fide department and program needs and priorities not included in the posting, pre Article 4.8.3.2, shall not be considered.
- 4.8.5.3 Where the criteria in Article 4.8.5.2 are, as between or amongst applicants, deemed relatively equal by the committee, then the applicant with higher seniority shall be allocated the course.
- 4.8.5.4.1 For the purpose of Article 4.8.5.3, seniority shall be defined as the total SICH taught, taking into account the conversions in Article 13.3.4.
- 4.8.5.2 No later than March 1, the Office of the Provost and Vice-President, Academic shall make available an updated seniority report, inclusive of SICH taught during the Winter semester, that shall be used as the basis for seniority determinations within the Academic Unit for the subsequent Spring, Summer, Fall and/or Winter semesters.
- 4.8.6 When, due to unforeseen circumstances, a course/section must be allocated expeditiously, the Chair may make such allocations subject to Article 4.8.5.1 and shall report any such allocations to the standing committee at the earliest opportunity.
- 4.8.7 The chair of the standing committee shall submit a written list of the committee's recommended allocations, to the Dean for approval, along with:
- the Employees' academic credentials;
  - a brief report describing how the standing committee applied the selection criteria in 4.8.5.2 and the seniority provisions in Article 4.8.5.3. Upon request, eligible applicants in the Academic Unit shall be permitted to view this report within ten (10) Days of the announcement of the allocations.
- 4.8.8 In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.
- 4.8.9 Normally, eligible applicants who have applied for courses shall be informed of the results of their application:
- no later than April 1 for Spring/Summer/Fall/Winter semester allocations;
  - no later than December 1 for extraordinary Winter semester allocations not made in the main allocation period.
- 4.8.10 Within ten Days following the notification of workload allocation to the Employee, the Employee shall notify the Chair of any accommodations relating to a disability required for the delivery of the allocated workload. Accommodations will follow the process outlined in article 22.2.

Rationale for Change

The reasons for this change are as follows:

- To provide clarity regarding the eligibility of Contract Employees to apply for workload and the allocation of courses to Employees.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

11 February 2022

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Date



The parties hereby agree to the following changes/amendments to Article 14.14 as a solution to compensation and Employment Equity & Workplace Environment (ensuring that Employees with Contract Appointments experience equal pay for equal work) and Job Security (ensuring stable and predictable employment).

Current Language

14.14 Instructional Load for Contract Employees

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

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

14.14.3 The instructional load for contract clinical instructors shall not exceed seven hundred and twenty (720) SICH per academic year. Exceptions require the approval of the Dean, following consultation with the Chair of the Academic Unit.

Proposed Language

14.14 Instructional Load for Contract Employees

- 14.14.1 The instructional load for Lecturers shall not exceed two hundred and forty (240) scheduled instructional course hours (SICH) per semester. ~~Exceptions require the approval of the Dean, following consultation with the Chair of the Academic Unit. If the instructional load includes lab instruction, see Article 6.1.3 for the calculation of allowable SICH per semester.~~
- 14.14.2 ~~If the instructional load includes lab instruction, see Article 6.3.2 for the calculation of allowable SICH per semester. The instructional load for contract clinical instructors shall not exceed seven hundred and twenty (720) SICH per academic year.~~
- 14.14.3 ~~The instructional load for contract clinical instructors shall not exceed seven hundred and twenty (720) SICH per academic year. Exceptions require the approval of the Dean, following consultation with the Chair of the Academic Unit. Exceeding the course allocations in Articles 14.14.1 or 14.14.2 requires the approval of the Dean, following consultation with the Chair. Approval shall only be granted when there is no suitably qualified Contract Employee available who has not reached the instructional load in Article 14.14.1 or 14.14.2.~~

Language as Revised

14.14 Instructional Load for Contract Employees

14.14.1 The instructional load for Lecturers shall not exceed two hundred and forty (240) scheduled instructional course hours (SICH) per semester. If the instructional load includes lab instruction, see Article 6.1.3 for the calculation of allowable SICH per semester.

14.14.2 The instructional load for contract clinical instructors shall not exceed seven hundred and twenty (720) SICH per academic year.

14.14.3 Exceeding the course allocations in Articles 14.14.1 or 14.14.2 requires the approval of the Dean, following consultation with the Chair. Approval shall only be granted when there is no suitably qualified Contract Employee available who has not reached the instructional load in Article 14.14.1 or 14.14.2.

Rationale for Change

The reasons for this change are as follows:

- To provide clarity regarding the eligibility of Contract Employees to apply for workload and the allocation of courses to Employees.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

13 February, 2022

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Date

The parties hereby agree to the following changes/amendments to the collective agreement as a solution to MOUs, Editorial and Housekeeping and identifying and correcting typographical, formatting, and cross-referencing errors in the current Collective Agreement.

Proposed Language

*title page* Mount Royal University is located in the traditional territories of the Niitsitapi (Blackfoot) and the people of the Treaty 7 region in southern Alberta, which includes the Siksika, the ~~Piikani~~ Piikani, the Kainai, the Tsuut'ina and the Iyarhe Nakoda. We are situated on land where the Bow River meets the Elbow River. The traditional Blackfoot name of this place is "Mohkinstsis," which we now call the ~~city~~ City of Calgary. The city of Calgary is also home to the Métis Nation.

- 4.2.4.2 A ~~e~~Conditional ~~t~~Tenurable appointment shall be automatically converted to a tenurable appointment upon attainment of the required academic credential or its equivalent. The conversion shall take effect not later than one month following presentation of valid documentation to the Dean. The Employee shall enter into a probationary period as outlined in Article 10.3. If the required academic credential or its equivalent was attained by 31 December, the probationary period shall commence on the preceding 1 July. If the required academic credential or its equivalent was attained after 31 December, the probationary period shall commence on the following 1 July.
- 4.14.3 Before commencing termination of an Employee declared redundant, the Board shall make reasonable efforts to redeploy the Employee to a faculty position elsewhere in the University for which they are qualified. Any redeployment to another Academic Unit shall require the written consent of the Employee. If such redeployment occurs, the Employee shall retain ~~his/her~~ their rank and placement on the salary grid.
- 4.17.24 When an existing Employee with ~~academic~~-Academic rank-Rank is hired into an Academic Leader position, the Academic Leader appointment shall be considered a secondment and the individual shall retain their academic rank and tenure status.
- 4.17.35 At the time of hiring, an Academic Leader hired pursuant to 4.17.3 shall be placed on the appropriate step of the salary schedule in Article 13.1.1, as per Article 13.1.5.
- 4.17.46 Academic Leaders shall move to the next higher step on the salary grid annually, as per Article 13.1.7, during their term as an Academic Leader.
- 4.17.57 At the end of the appointment as an Academic Leader, either because the term of appointment has expired or because the appointment has been terminated, the individual shall immediately return to the position with academic rank from which they were seconded and the terms and conditions of the Agreement shall apply.
- 5.4 The home Academic Unit shall be responsible for the principal office space. The cross Academic Unit shall provide the working conditions required by the cross-appointed Employee to fulfill ~~his/her~~ their workload responsibilities in the cross Academic Unit.

This may include shared office space for office hours and access to support staff services, equipment and supplies.

- 6.17.4 By 1 June of the final probationary year, the Tenure Committee shall review the evidence presented by the candidate pursuant to 6.17.2 and shall, in accordance with the criteria in ~~6.6.4~~ 6.17.3, recommend to the Dean that the Employee:
- 8.1.2 An Employee approved for phased retirement shall not begin employment under the terms of that appointment sooner than one ~~work~~ Day or later than eighteen months after ~~his/her~~ their retirement from regular service from the University.
- 11.2.2 General Criteria for Promotion to the Rank of Professor  
A candidate is eligible for promotion to the rank of Professor when ~~he or she is~~ they are working at a level that satisfies the criteria below, and when that level of performance is judged to represent a clear and prolonged trend within a career as demonstrated by the following general criteria:
- 11.2.2.1 Excellence and Leadership in Teaching  
The candidate is an exemplary teacher who demonstrates leadership in teaching. The criteria include all the criteria for “proficient and scholarly teaching” as outlined in the effective Institutional Tenure and Promotion Criteria document. The assessment of excellence and leadership in teaching shall be based on the criterion in Article 11.2.2 i and the following criteria:
- ~~ii.~~ demonstrates a sustained and significant impact on teaching beyond the individual’s classes;
  - ~~iv.~~ influences professional dialogue about teaching beyond the ~~a~~Academic ~~u~~Unit;
  - ~~viii.~~ provides leadership for major educational initiatives in or beyond the ~~u~~University;
  - ~~iv.~~ champions the ongoing enhancement of undergraduate education;
  - ~~vii.~~ contributions to teaching and learning are recognized by peers at the national or international level.
- 11.2.2.2 Excellence in Scholarship and Proficient and Scholarly Teaching  
The assessment of excellence in scholarship shall be based on the criterion in Article 11.2.2 ii, all the criteria for “significant results from scholarship” as outlined in the effective Institutional Tenure and Promotion Criteria document and the following criteria:
- ~~vii.~~ the candidate’s scholarship is recognized by peers at the national or international level;
  - ~~ix.~~ the candidate’s scholarship has had a demonstrable impact on the work of other scholars, professionals, or within appropriate academic or professional communities;
  - ~~iii.~~ the candidate continues to meet the criteria for proficient and scholarly teaching required for the granting of tenure.
- 11.2.2.3 Substantial Contribution in Service  
The determination of substantial contribution in service shall be based on the criterion

in Article 11.2.2 iii, all the criteria for “collegial participation” outlined in the effective Institutional Tenure and Promotion Criteria, plus the following:

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

- \*i. service to the ~~a~~Academic ~~u~~Unit and ~~f~~Faculty
- \*ii. service to the ~~u~~University
- \*iii. service to academic fields of study
- \*iv. service to the broader community, in a faculty member-related or discipline-related capacity

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

12.1.5 Each year, by 31 January, the Provost and Vice ~~R-Pr~~esident, Academic shall provide the Association with a summary report about what information has been compiled from the Faculty Reporting System for whom and for what purposes.

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

12.3.3.2.4 If the Faculty Review Committee determines that the performance of the Employee as per the performance plan is not satisfactory, then the Committee shall devise an amended performance plan, in consultation with the Employee and the Chair. The Committee shall communicate this decision to the Employee who shall agree to the performance plan in writing and meet at least twice with the Chair over the upcoming year to review progress towards ~~his/her~~ their performance improvement. A copy of the amended performance plan with an explanatory letter shall be sent to the Dean, Chair, and Employee and appended to the Faculty Annual Report.

12.3.3.2.5 As part of the next year’s performance review cycle and not later than 31 October, the Faculty Review Committee shall review the Faculty Annual Report, current curriculum vitae, amended performance plan and other materials it deems relevant. The Committee shall meet with the Dean, Chair and Employee as part of the review process. The Employee can forward the names of up to two other Employees to the Faculty Review Committee as a resource to provide information relevant to ~~his/her~~ their performance.

#### 13.1.6 Credential Increments

Upon attainment of a higher academic credential, as outlined in Article 13.1.4, an Employee shall be moved to the next higher step on the salary grid if the academic credential attained is one level higher than the Employee’s current academic credential. If however, the credential level attained is two levels above, the Employee shall be moved up two steps on the salary grid. This shall take effect no later than one month

after the Employee has presented valid documentation to ~~his/her~~ their Dean. The Provost and Vice-President, Academic shall inform the Association of all such changes.

13.2.9 Credential Increments: Laboratory Instructors and Senior Lecturers

Upon attainment of a higher academic credential, as outlined in Article 13.2.3 or 13.2.6, an Employee shall be moved to the next higher step on the salary grid. This shall take effect no later than one month after the Employee has presented valid documentation to ~~his/her~~ their Dean. The Provost and Vice-President, Academic shall inform the Association of all such changes.

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

14.11 Overload Teaching During Intersession

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

14.15 Funding for Contract Opportunities for Service

The Board shall...

At the conclusion of the ~~team~~ term of the Agreement, the Association ~~will~~ shall produce a report and submit it to the Provost and Vice-President, Academic and to the President of the Association.

17.1.4.8 In the event of cancellation of the SUB Plan, should the Employee so elect, the Board shall pay 50% of ~~her~~ the Employee's regular salary up to a maximum of three (3) consecutive months.

17.1.4.9 An Employee who commences maternity leave may continue benefit coverage during ~~her~~ their maternity leave. The payment of benefit premiums shall be shared between the Board and the Employee as per Article 16.2, for the first (12) months of leave. If the leave extends beyond twelve (12) months, the Employee ~~will~~ shall be responsible for 100% of all premiums for benefits that they wish to maintain.

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

17.1.5.1 In the case of an Employee who is not the birthing ~~mother~~ parent, shall be entitled to Parental Leave not to exceed sixty-two (62) weeks, as stipulated in Article 17.1.1.

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

- 17.1.5.11.5 In the event of cancellation of the SUB Plan, should the Employee so elect, the Board shall pay 50% of ~~his/her~~ their regular salary up to a maximum of three (3) consecutive months.
- 17.2.8 An Employee may be eligible for short term or Long Term Disability benefits when the Employee is unable to perform their work responsibilities for reasons that may include, but are not restricted to, the following: gender ~~reassignment~~ surgery, treatment for substance addiction, domestic violence, sexual violence, or organ donation.
- 17.3.1 In the event of the death of a spouse or other member of the ~~Immediate f~~Family of an Employee, such Employee shall be allowed bereavement leave with pay for a period of seven (7) consecutive Days. Notwithstanding the above, the Dean may grant additional leave when warranted. Such additional leave shall be granted on a case-by-case basis.
- 17.5.2.1 Upon approval to participate in the plan, an Employee shall contribute fifteen percent (15%) of ~~his/her~~ their gross annual salary as per the Salary Schedule (Article 13) for four (4) consecutive years (exclusive of any stipends, honorariums, etc.). Contributions shall be deducted from each regular salary payment.
- 17.8.2 The Employee shall inform ~~his/her~~ their immediate supervisor in writing, of the intention to return or resign, six (6) months prior to the expiry of the leave.
- 17.8.4 An Employee granted a leave of absence with or without pay shall retain ~~his/her~~ their position and seniority upon return from the leave.
- 18.1 The Board shall provide annually a sum of three hundred and fifty thousand dollars (\$350,000) plus the amounts transferred from the Contract Professional Development fund as per Article 18.6.1, by September 1 to be divided ~~between~~ among the Academic Units of the University on a per capita basis for the purpose of professional development.
- 19.2.3 No Employee shall be obliged to engage in the commercial exploitation of ~~his or her~~ their scholarship, nor to provide commercial justification for it.
- 19.2.5 Whereas the University and its Employees have a shared obligation to deliver scheduled credit academic courses of instruction to students, the Employee shall grant the University a royalty-free, irrevocable license to use all teaching works, where available, that are required to deliver the course if the Employee is unable to complete ~~his or her~~ their duties, so that students are able to complete the credit academic course in the original time frame.
- 19.2.5.1 Such a license is limited by the following conditions: the teaching work shall be used in its original intended delivery mode; the license shall be limited to the scheduled offering at risk because the Employee is unable to complete ~~his or her~~ their duties.



- 19.1.1 The Employee has the right to publish ~~his or her~~ their inventions, though in certain circumstances there may be a delay in publication.
- 19.12.9.3.2 Where the University decides not to participate, the Employee may pursue patent protection on ~~his or her~~ their own.
- 22.3.3 It shall be the responsibility of the Employee to report to ~~his/her~~ their immediate supervisor, or Dean, any situation in the workplace which the Employee believes to be unsafe or unhealthy.
- 25.7.4 A letter ~~of~~ of warning or a letter of reprimand may only be issued by administrative officers designated by the Board who are not themselves members of the Association. Normally these individuals shall be Deans.
- 27.6.1 Administrative Leave  
After a Chair...  
After an Associate...  
An administrative...  
Application for an administrative leave may be made during the fifth (5th) year of service, or in any subsequent year, by applying to ~~his/her~~ their Dean by the second (2nd) Friday in October. The application shall describe the project to be undertaken and the outcomes expected. The plan, which may be modified, requires the approval of the Dean. The decision of the Dean may be appealed to the Sabbatical Leave Committee.
- 28.4.1 The University ~~will~~ shall conduct student evaluation of instruction as follows:
- 28.4.2 Employees, in consultation with the Chair and Institutional ~~Analysis Research~~ and Planning, ~~will~~ shall choose the timing of the student evaluation of instruction with a view to afford students in a course scheduled for evaluation with a reasonable opportunity to respond within pre-set windows of opportunity.
- 28.4.5 The Association ~~will~~ shall be consulted on any changes being made to the student evaluation of instruction instrument prior to changes being made.
- 28.5.1 Peer evaluation of instruction ~~will~~ shall occur as follows:

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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14 February, 2022

Date

Language as Revised

MEMORANDUM OF UNDERSTANDING

between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board")  
and  
THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")

**Regarding the transition to a biweekly system of pay**

Article 13.4.2 of the Collective Agreement addresses the current pay schedule of Employees, notably that Employees shall be paid twice monthly on the 15th day of the month and on the 3rd to last banking day of the month.

The Board has proposed to transition from the twice-monthly pay schedule to a biweekly pay schedule, paying two weeks in arrears.

In order for the Association to contemplate this potential change, the parties agree to strike a working group to review and understand the process of transitioning to a biweekly pay schedule, including any support for helping employees manage the transition. The parties also commit to supporting communication of the implications of transitioning to a biweekly pay schedule.

The working group shall comprise four (4) members, two (2) appointed by the Association and two (2) appointed by the Board. The parties may also each appoint one (1) additional member as an observer.

Following a satisfactory conclusion to the goals of the working group, the parties shall provide a joint memo to confirm that this work has been concluded to the Provost and Vice-President Academic and the President of the Association. This memo shall serve as confirmation of this ongoing change to payroll administration and be a permanent modification to Article 13.4.2. The University will provide a minimum of three (3) months' notice for the effective date of this change once the joint memo has been provided.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

14 February 2022

Date

In 2021, a Pay Equity Review identified compensation inequities. The parties hereby agree to the following changes/amendments to Memorandum of Understanding re Article 24 - Diversity and Equity as a solution to MOUs, Editorial and Housekeeping and determining whether an MOU should be deleted, amended, and/or absorbed into the main body of the agreement.

Current Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Article 24 - Diversity and Equity

As outlined in Article 24, a joint diversity and equity committee (JDEC) exists at Mount Royal University comprised of equal representation by the Board and the Mount Royal Faculty Association. Both parties agree that the joint committee has identified a desire for the University to conduct a Pay Equity Review to assess equity in the area of compensation amongst Faculty members regardless of gender and have agreed to the following;

1. A Pay Equity Review will be conducted commencing the 2018-19 academic year.
2. Internal resources will be used to gather and provide data required for the review.
3. The JDEC shall create the request for proposals for the study, in conjunction with and based on advice from the Vice President, Finance and Administration, or designate.
4. The JDEC shall review and adjudicate the proposals and make recommendations to the Vice President, Finance and Administration, for approval.
5. Human Resources will manage the contract and have secured funding to support the completion of the contract.
6. The final report of the contractor will be shared by the AVP Human Resources with PEC, and with the Joint Diversity and Equity Committee for the purpose of review and providing recommendations on any required action to be taken. Confidentiality of employee information must be protected in the distribution of the report. A copy of the report at the aggregate level shall be made available to the Association.
7. The Board is committed to implementing required action deriving from the Pay Equity Review and to consulting with affected Employees regarding how to structure any adjustments deriving from the action required.

Proposed Language

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Article 24—Diversity and Equity Pay Equity Review Implementation

~~As outlined in Article 24, a joint equity, diversity, and equity inclusion committee (JDEC/JEDI) exists at Mount Royal University comprised of equal representation by the Board and the Mount Royal Faculty Association. Both parties agree that the joint committee has identified a desire for the University to conduct a Pay Equity Review and identified compensation inequities among full-time faculty based on gender, to assess equity in the area of compensation amongst Faculty members regardless of gender and have agreed to the following:~~

~~In 2021, a Pay Equity Review identified compensation inequities among full-time faculty based on gender.~~

~~The Board is committed to implementing required action deriving from the Pay Equity Review and to consulting with affected Employees regarding how to structure any adjustments deriving from the action required.~~

- ~~1. A Pay Equity Review will be conducted commencing the 2018-19 academic year.~~
- ~~2. Internal resources will be used to gather and provide data required for the review.~~
- ~~3. The JDEC shall create the request for proposals for the study, in conjunction with and based on advice from the Vice President, Finance and Administration, or designate.~~
- ~~4. The JDEC shall review and adjudicate the proposals and make recommendations to the Vice President, Finance and Administration, for approval.~~
- ~~5. Human Resources will manage the contract and have secured funding to support the completion of the contract.~~
- ~~6. The final report of the contractor will be shared by the AVP Human Resources with PEC, and with the Joint Diversity and Equity Committee for the purpose of review and providing recommendations on any required action to be taken. Confidentiality of employee information must be protected in the distribution of the report. A copy of the report at the aggregate level shall be made available to the Association.~~
- ~~7. The Board is committed to implementing required action deriving from the Pay Equity Review and to consulting with affected Employees regarding how to structure any adjustments deriving from the action required.~~

Language as Revised

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL FACULTY ASSOCIATION

Pay Equity Review Implementation

In 2021, a Pay Equity Review identified compensation inequities among full-time faculty based on gender.

The Board is committed to implementing required action deriving from the Pay Equity Review and to consulting with affected Employees regarding how to structure any adjustments deriving from the action required.

Rationale for Change

The reasons for this change are as follows:

- To update the MOU to reflect progress.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

14 February 2022

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Date

The parties hereby agree to the following changes/amendments to Appendix B as a solution to MOUs, Editorial and Housekeeping and determining whether an MOU should be deleted, amended, and/or absorbed into the main body of the agreement.

Current Language

APPENDIX B

FACULTY REPORTING SYSTEM, FACULTY ANNUAL REPORT AND SCHOLARSHIP PLAN

The online Faculty Reporting System and instructions can be found at <http://annualreports.mtroyal.ca>.

The Faculty Reporting System Faculty Reporting System is primarily a mechanism to record and recognize faculty activities and achievements and to produce the Faculty Annual Report for the purposes of annual review by the Chair and Dean. The Faculty Annual Report may also provide, where appropriate, information to support the tenure and promotion processes. The information is held securely for use only by the faculty member and is only available to the Chair and Dean when the faculty member sends the completed Faculty Annual Report electronically for review. The faculty member may use the report for other purposes such as internal or external funding applications. In addition, some information gathered in the Faculty Reporting System will be collated in an aggregate form and used for the purposes of mandatory reporting to government and external agencies.

General Information, Work and Achievements

General information, work and activities shall be recorded in four main areas:

Profile  
Teaching  
Scholarship  
Service

See the Addendum on Teaching, Scholarship, and Service for more detail.

Proposed Language

APPENDIX B

FACULTY REPORTING SYSTEM, FACULTY ANNUAL REPORT AND SCHOLARSHIP  
PLAN

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<http://annualreports.mtroyal.ca>.~~

The Faculty Reporting System ~~Faculty Reporting System~~ is primarily a mechanism to record and recognize faculty activities and achievements and to produce the Faculty Annual Report for the purposes of annual review by the Chair and Dean. The Faculty Annual Report may also provide, where appropriate, information to support the tenure and promotion processes. The information is held securely for use only by the faculty member and is only available to the Chair and Dean when the faculty member sends the completed Faculty Annual Report electronically for review. The faculty member may use the report for other purposes such as internal or external funding applications. In addition, some information gathered in the Faculty Reporting System will be collated in an aggregate form and used for the purposes of mandatory reporting to government and external agencies.

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See the Addendum on Teaching, Scholarship, and Service for more detail.

Language as Revised

APPENDIX B

FACULTY REPORTING SYSTEM, FACULTY ANNUAL REPORT AND SCHOLARSHIP  
PLAN

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General information, work and activities shall be recorded in four main areas:

Profile  
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Scholarship  
Service

See the Addendum on Teaching, Scholarship, and Service for more detail.

Rationale for Change

The reasons for this change are as follows:

- To update the MOU to reflect progress.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

11 February 2022

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Date



**Mediator's Report.**  
**Issued: February 11, 2022.**

**IN THE MATTER OF A MEDIATION OF THE COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE MOUNT ROYAL FACULTY ASSOCIATION  
(THE "ASSOCIATION")**

**AND**

**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
(THE "UNIVERSITY")**

**MEDIATOR'S REPORT OF LYLE KANEE, Q.C.**

**FEBRUARY 11, 2022**

## MEDIATOR'S REPORT OF LYLE KANEE, Q.C.

### INTRODUCTION

[1] The Collective Agreement governing these parties has a term expiring June 30, 2020. The parties began negotiating a renewal agreement in January 2020. In accordance with Article 21.1 of the Collective Agreement, they engaged in interest-focused discussions and achieved agreement on fifty items (the "Agreed Items"). The list of Agreed Items is attached as "**Appendix A**". However, a few important issues remained outstanding and on December 16, 2021, an application was made for formal mediation pursuant to s.65(1) of the Alberta *Labour Relations Code* (the "*Code*"). I was appointed formal mediator on December 21, 2021. I met with the bargaining committees for two days of mediation on January 24 and 25, 2022 and continued to dialogue with the committee chairs. A final meeting of the committees occurred on February 8, 2022.

[2] Throughout these negotiations, the two committees have worked diligently, cooperatively and creatively. Much has been achieved through their efforts. To assist the parties in reaching a full and final resolution of the few remaining outstanding issues, I have exercised my authority under s.65(6) of the *Code* and prepared my own recommendations for a final resolution for consideration by the parties.

[3] My recommendations are not an evaluation of the parties' positions. I am not appointed as an interest arbitrator who assesses the parties' positions against various legislated factors and issues a decision. My task is to listen carefully to the interests of the parties as articulated in their discussions and the positions they have tabled and to offer recommendations that reflect a compromise that has a reasonable chance of acceptance by both sides.

### RECOMMENDATIONS

#### A. Benefits

Currently, employees' contribute 50% of the total cost of dental benefits and 25% of the total costs of extended health care benefits. In these negotiations, the Association sought to decrease the employees' contributions to levels at comparable institutions. I recommend

that the employees' contributions be reduced to 20% of total cost for both dental and extended health care benefits effective as soon as practicable following ratification.

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

**16.2.1 The total contribution of an individual member shall not exceed 20% of the total cost of the dental premium and 20% of the total cost of the extended health care premium.**

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

**16.8.5 The total cost of benefits premiums for the benefits identified in Article 16.8.3 (excluding the Health Spending Account) shall be shared between the Board and Employees as follows:**

**16.8.5.1 The total contribution of an individual member shall not exceed 20% of the total cost of the dental premium and shall not exceed 20% of the total cost of the extended health care premium.**

## **B. Contract Employees' Grid**

The parties agree that the compensation grid for contract employees in the Collective Agreement is unnecessarily and uniquely complex but offer different solutions to reconstruct the grid. I recommend that the grid be amended effective May 1, 2022 as provided for in **"Appendix B"**

## **C. Workload and Appointment Categories**

The parties initiated discussions on the important topics of workload and the appointment categories including Senior Lecturer and the tenurable TS role. These are topics that require more discussion and analysis and I recommend that the parties establish a facilitated task force to review these topics during the term of the Collective Agreement.

## MEMORANDUM OF UNDERSTANDING

between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board")

and

THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")

### Regarding a Taskforce to review Full-time Faculty Workload and Appointment Categories

During bargaining, the parties have discussed a broad range of issues related to full-time faculty workload. These have included workload volume, workload distribution across areas of faculty responsibility (i.e., teaching, service, and scholarship), workload distribution across employees, workload measures, and support for research and scholarship. The Association has also raised the appointment categories of Senior Lecturer and the tenurable TS role.

In order to further discussions, the parties commit to striking a taskforce to explore and review these items.

The review will consider the broad parameters guiding full-time faculty workload, in relation to the way they are currently articulated in the Collective Agreement. Aspects to be examined that have potential to affect faculty workload include, but are not limited to:

- The way workload is determined and assigned (consultation between the Chair and the Employees in the Academic Unit, following consultation with the Dean);
- The way workload is measured (assigned SICH, registrants, the Department Average); and
- The way workload can be modified (reassigned time, workload averaging, exceptions approved by the Employee and the Dean, modification to the Department Average, workload appeal).

With respect to the categories of Senior Lecturer and the tenurable TS role, the taskforce shall focus on how these roles are currently differentiated and the pathway to each role.

The taskforce shall comprise six (6) members, three (3) appointed by the Association and three (3) appointed by the Board. The Association and the Board shall each name one (1) alternate to the taskforce. The Board shall provide funding for reassigned time equivalent to 144 SICH for the three (3) members appointed by the Association.

The work of the taskforce shall be supported by a facilitator, selected by mutual agreement of the members of the taskforce. The Board will provide for the cost of the facilitator.

Through this work, the taskforce will create a report which may provide recommendations, including potential changes to the Collective Agreement to be considered in the next round of bargaining, on ways to address the matters identified in this Memorandum of Understanding. The report shall be submitted to the Provost and Vice-President Academic, and the President of the Association, no later than January 15, 2024.

#### **D. Term**

I recommend a term of four years.

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

**3.1 This Agreement shall remain in full force and effect until 30 June 2024 and thereafter shall continue in full force and effect from year to year unless amended or terminated by either Party as hereinafter provided.**

#### **E. Salary Increases**

I recommend the following increases to all salary grids, long-service increments, Chair Stipends, and Associate Deans' & Academic Directors' Stipends during the term of the collective agreement:

**Effective July 1, 2020 Salary Schedules/Grids shall be increased by Zero percent (0%).**

**Effective July 1, 2021 Salary Schedules/Grids shall be increased by Zero percent (0%)**

**Effective April 1, 2023 Salary Schedules/Grids Agreements shall be increased by one point two-five percent (1.25%).**

**Effective December 1, 2023 Salary Schedules/Grids in all of Subsidiary Agreements shall be increased by one point five percent (1.5%) plus an additional point five percent (.5%) subject to the following Gain Sharing Formula:**

### Gain Sharing Formula

- Effective February 29, 2024, an increase of 0.5% will be applied, retroactive to each Employee's prior December 1 salary, subject to Gain Sharing conditions to be determined by the Government of Alberta.

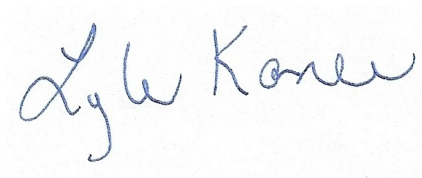
### Gain Sharing

- Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.
- "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta's Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024

[4] Except as set out above or in **Appendix A** (which forms part of my recommendations), I recommend "current agreement".

[5] In accordance with s.65(6) of the *Code*, the parties shall have until February 22, 2022 to accept or reject these recommendations.

Respectfully submitted,



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Lyle S. R. Kanee, Q.C.

## APPENDIX "A" – AGREED ITEMS

### Compensation and Benefits

- Green Sheet 23 – Signed 2021-05-19 – Article 16.8.1.6.
  - The parties agreed to add a clause that clarifies that Contract Employees who have an absence in their employment related to the birth or adoption of a child, do not need to requalify for health benefits, but instead may continue their eligibility from prior to the absence.

### Clarity and Consistency of the Agreement

- Green Sheet 10 – Signed 2020-11-20 – Article 17.2.6.
  - The parties agreed to modify the clause to provide clarity that the Board may relieve an Employee from all of their job responsibilities, and not just teaching activities.
- Green Sheet 11 – Signed 2020-11-20 – Article 17.7.2.
  - The parties agreed to modify the clause to ensure that there is consistent numbering throughout the article and to remove the requirement for internal or external peer evaluations in the sabbatical application process.
- Green Sheet 12 – Signed 2020-11-20 – Article 4.14.6.
  - The parties agreed to modify the clause to remove the requirement that reappointments, within the redundancy provisions, do not require approval from the University Tenure and Promotion Committee.
- Green Sheet 13 – Signed 2020-11-20 – Article 28.4.1.
  - The parties agreed to modify the clause to provide clarity that the number of required student evaluations of instruction may be increased by the Employee or decreased by the Employee's Dean.
- Green Sheet 14 – Signed 2021-01-26 – Article 28.5.1.
  - The parties agreed to modify the clause to provide clarity that the number of required peer evaluations may be increased by the Employee or decreased by the Employee's Dean.
- Green Sheet 15 – Signed 2021-02-26 – Article 1.15.
  - The parties agreed to modify the clause to clarify that an Employee can only be cross-appointed between two Academic Units.
- Green Sheet 16 – Signed 2021-02-03 – Article 4.6.1.
  - The parties agreed to modify the clause to allow for an Employee's cross-appointment to be for an indefinite amount of time.
- Green Sheet 17 – Signed 2021-02-03 – Article 5.
  - The parties agreed to modify the article to allow Senior Lecturers to be cross-appointed and to elements of clarification.
- Green Sheet 18 – Signed 2021-02-03 – Articles 6.13 to 6.25.
  - The parties agreed to modify the clauses to allow Senior Lecturers to be cross-appointed and to elements of clarification.
- Green Sheet 19 – Signed 2021-02-03 – Article 28.
  - The parties agreed to modify clauses to provide guidance regarding the evaluations of Senior Lecturers.



- Green Sheet 20 – Signed 2021-02-27 – Article 14.15.
  - The parties agreed to modify the clause to provide a definitive date by which the Association must report to the Board related to funding for Contract Opportunities for Service.
- Green Sheet 21 – Signed 2021-02-27 – Article 19.12.16.1.
  - The parties agreed to modify the clause to provide clarity that the Board shall report annually the distribution of funds related to patents and related intellectual property if necessary.

#### Workload

- Green Sheet 6 – Signed 2020-10-29 – Article 14.6
  - The parties agreed to modify the clause to clarify how the Department Average is calculated.
- Green Sheet 7 – Signed 2020-10-29 – Article 14.4.3
  - The parties agreed to delete the clause, as it had become redundant as a result of Green Sheet 6.
- Green Sheet 8 – Signed 2020-10-29 – Article 14.5.4
  - The parties agreed to delete the clause, as it had become redundant as a result of Green Sheet 6.
- Green Sheet 9 – Signed 2020-11-13 – Article 10.3.7
  - The parties agreed to modify the clause, adding eligibility for years credited towards the probationary period based upon full-time academic staff appointment external to MRU.
- Green Sheet 48 & 49 – Signed 2022-02-11 – Articles 4.7-4.8 and Article 14.14.
  - The parties agreed to make changes to the sessional appointment and reappointment process, including clarity related to appointment eligibility and the course allocation process, the role of seniority, and maximum instructional loads.

#### Employment Equity & Workplace Environment

- Green Sheet 1 – Signed 2020-05-21 – Article 17.2.8
  - The parties agreed to modify the clause to clarify that Employees have access to medical leaves as the result of domestic violence or sexual violence, as well as other situations not contained within the list.
- Green Sheet 2 – Signed 2020-05-21 – Article 22.3.1
  - The parties agreed to modify the clause to remove the word “proper” as it is not used within the *Occupational Health and Safety Act* and cannot be operationalized.
- Green Sheet 3 – Signed 2020-09-03 – Article 22.1.1
  - The parties agreed to add clarification to the clause, expanding the proactive language regarding “employment” and to add “accent” as a protected area within the collective agreement.
- Green Sheet 4 – Signed 2020-10-04 – Article 24.4
  - The parties agreed to modify the clause, adding a requirement that Employees participate in broad-based diversity, equity and inclusion training, and that

committee members participate in specific training related to diversity, equity and inclusion.

- Green Sheet 5 – Signed 2020-10-04 – Articles 4.18, 6.2.5, 6.14.3.5, 9.1.10, 9.2.12, 9.3.6, and 27.1.7.
  - The parties agreed to add specific references within the collective agreement related to which committees shall receive the specific training outlined in Green Sheet 4.
- Green Sheet 43 – Signed 2022-01-17 – Article 24.3
  - The parties agreed to modify the clause providing clarity regarding the parameters for the Joint Committee.

#### Indigenization

- Green Sheet 24 – Signed 2021-05-21 – Article 13.1.4.
  - The parties agreed to modify the clause to provide clarity that Indigenous Knowledge can be considered in the credential placement parameters of Full-time Employees.
- Green Sheet 25 – Signed 2021-05-21 – Article 13.3.2
  - The parties agreed to modify the clause to provide clarity that Indigenous Knowledge can be considered in the credential placement parameters of Contract Employees.
- Green Sheet 26 – Signed 2021-05-21 – Article 15.6
  - The parties agreed to modify the clause to allow the MRU President to declare an additional holiday day that is in alignment with an established Canadian Indigenous holiday.
- Green Sheet 27 – Signed 2021-05-21 – Article 29
  - The parties agreed to add a new article entitled “Indigenization” that recognizes the parties’ commitment to Indigenization in all aspects of recruitment, hiring, reappointment, and promotion, while allowing that mandatory training related to Indigenization take place in addition to other mandatory training.

#### Department Chairs

*No agreements were reached related to this issue.*

#### Job Security

- Green Sheet 35 – Signed 2021-11-02 – MOU re. Financial Emergencies.
  - The parties agreed to transition the memorandum of understanding to an article within the collective agreement.

#### Tenure & Promotion

- Green Sheet 41 – Signed 2022-01-17 – Article 4.3.
  - The parties agreed to modify the clause, adding eligibility for years credited towards the probationary period to be granted during the hiring process.
- Green Sheet 42 – Signed 2022-01-17 – Article 10.3.7.

- The parties agreed to modify the clause, adding eligibility for years credited towards the probationary period to be granted during the hiring process.

#### Faculty Development Funding

- Green Sheet 22 – Signed 2021-04-30 – Article 18.1.
  - The parties agreed to modify the clause to clarify that the division of the Professional Development funds is based upon Faculty.
- Green Sheet 34 – Signed 2021-11-02 – Guidelines of the Faculty Development Fund.
  - The parties agreed to modify the document to improve consistency of application of eligibility criteria across Faculties and to remove the reporting requirements.

#### MOUs, Editorial and Housekeeping

- Green Sheet 28 – Signed 2021-11-02 – MOU re. Joint Committee for the Review and Interpretation of the Agreement.
  - The parties agreed to transition the memorandum of understanding to an article within the collective agreement.
- Green Sheet 29 – Signed 2021-11-02 – MOU re. the Potential Transition to New Software for the Faculty Annual Report.
  - The parties agreed to modify the memorandum of understanding to provide clarity now that the software has been implemented.
- Green Sheet 30 – Signed 2021-11-02 – MOU re. Application of the Collective Agreement to Employees Working in Student Counselling.
  - The parties agreed to modify the memorandum of understanding to provide clarity regarding reporting requirements.
- Green Sheet 31 – Signed 2021-11-02 – MOU re. the Creation and Phasing-in of Senior Lecturers.
  - The parties agreed to modify the memorandum of understanding to provide clarity now that creation and phasing-in of Senior Lecturers is underway.
- Green Sheet 32 – Signed 2021-11-02 – MOU re. Items Referred to the Joint Committee for Interpretation of the Collective Agreement.
  - The parties agreed to delete this memorandum of understanding.
- Green Sheet 33 – Signed 2021-11-02 – MOU located on page 139.
  - The parties agreed to delete this memorandum of understanding.
- Green Sheet 36 – Signed 2021-11-02 – Article 17.7.
  - The parties agreed to modify the minimum available sabbaticals each year.
- Green Sheet 37 – Signed 2021-11-02 – MOU re. Sabbatical Leaves.
  - The parties agreed to delete this memorandum of understanding.
- Green Sheet 38 – Signed 2022-01-17 – Article 17.
  - The parties agreed to delete clauses that are no longer applicable.
- Green Sheet 39 – Signed 2022-01-17 – Article 27.6.
  - The parties agreed to delete clauses that are no longer applicable.
- Green Sheet 40 – Signed 2022-01-17 – MOU re. Contracting Out of Teaching and Related Activities in the Department of Education.

- The parties agreed to create a memorandum of understanding to address this issue.
- Green Sheet 44 and 45– Signed 2022-02-10 – Articles 16.1 and 17.2.
  - The parties agreed to amend the language regarding benefits plans administration and short-term disability provisions.
- Green Sheets 46 & 47 – Signed 2022-02-11 – Article 22.2 and MOU re. Re-evaluation of Ongoing Accommodation of Disabled Academic Staff.
  - The parties agreed to create new clauses in the agreement regarding the duty to accommodate and the process for accommodation requests. As a result of these changes the parties also agreed to delete the MOU Re-evaluation of Ongoing Accommodation of Disabled Academic Staff.
- Green Sheet 50 – To be Signed – Various Articles.
  - The parties agreed to amend various articles to address typographical, formatting, and cross-referencing errors.
- Green Sheet 51 – Signed 2022-02-11 – MOU re. the Transition to a Biweekly System of Pay.
  - The parties agreed to sign MOU outlining a joint committee to support the process for transitioning to a biweekly system of pay.
- Green Sheet 52 – To be Signed – MOU re. Article 24 - Diversity and Equity.
  - The parties agreed to amend this MOU to reflect progress made and outstanding commitments related to implementing required action deriving from the Pay Equity Review.
- Green Sheet 53 – To be Signed – Appendix B.
  - The parties agreed to make minor changes to appendix B that reflect the implementation of the Faculty-180 annual reporting system.

ESA

- Accepted 2021-06-24.

**APPENDIX "B" - SIMPLIFIED CONTRACT GRID**

Type	Step	Old Rates					New Rates, Effective May 1, 2022		
		A	B	C	D	E	I	II	III
Lecturer	1	113.95	117.36	120.91	124.50	128.28	114.72	121.73	129.15
	2	118.54	122.08	125.73	129.50	133.39	119.34	126.58	134.29
	3	123.30	126.95	130.77	134.68	138.74	124.13	131.66	139.68
	4	128.22	132.05	136.00	140.07	144.30	129.09	136.92	145.28
	5	133.37	137.33	141.44	145.65	150.07	134.27	142.40	151.09
	6	138.70	142.81	147.11	151.49	156.07	139.64	148.11	157.13
Librarian	1	38.91	40.08	41.30	42.55	43.79	39.17	41.58	44.09
	2	40.47	41.68	42.95	44.25	45.56	40.74	43.24	45.87
	3	42.09	43.36	44.65	46.01	47.37	42.37	44.95	47.69
	4	43.77	45.09	46.44	47.84	49.28	44.07	46.75	49.61
	5	45.53	46.92	48.29	49.78	51.24	45.84	48.62	51.59
	6	47.33	48.79	50.24	51.74	53.30	47.65	50.58	53.66
Counselor and Clinical Instructor	1	64.88	66.84	68.83	70.89	73.03	65.32	69.30	73.52
	2	67.47	69.50	71.58	73.73	75.95	67.93	72.06	76.46
	3	70.18	72.26	74.43	76.68	78.98	70.66	74.93	79.51
	4	72.99	75.16	77.41	79.75	82.15	73.48	77.93	82.71
	5	75.92	78.18	80.52	82.94	85.43	76.43	81.07	86.01
	6	78.95	81.29	83.73	86.26	88.85	79.48	84.30	89.45
Laboratory	1	50.93	52.46	54.02	55.65	57.29	51.27	54.39	57.68
	2	52.96	54.56	56.18	57.88	59.58	53.32	56.56	59.98
	3	55.07	56.75	58.44	60.20	61.98	55.44	58.84	62.40
	4	57.28	59.03	60.79	62.61	64.45	57.67	61.20	64.89
	5	59.58	61.39	63.21	65.13	67.05	59.98	63.64	67.50
	6	61.97	63.83	65.75	67.73	69.73	62.39	66.20	70.20
<u>Current 13.3.2 Credential Placement</u>									
A - A first Baccalaureate									
B - Two degrees, e.g., B.A. plus B.Ed., or one degree plus one year's credit towards a									

	Master's degree
	C - A Master's degree or Juris Doctor.
	D - Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis.
	E - A Doctoral degree.
<u>Proposed New Credential Structure</u>	
	I - A first Baccalaureate [no change]
	II - A Master's degree or Juris Doctor or Two degrees, e.g., B.A. plus B.Ed., or one degree plus one year's credit towards a Master's degree [B + C combined]
	III - A Doctoral degree or Two Master's degrees, or one Master's degree plus completion of all work towards a Doctorate excluding the thesis. [D + E combined]

**Green Sheets Resulting from  
Mediator's  
Recommendations.**

Current Language

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

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

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

...

16.8.5 The total cost of benefits premiums for the benefits identified in Article 16.8.3 (excluding the Health Spending Account) shall be shared between the Board and Employees as follows:

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

Proposed Language

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

16.2.1 The total contribution of an individual member shall not exceed ~~50%~~ 20% of the total cost of the dental premium and ~~25%~~ 20% of the total cost of the extended health care premium.

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

...

16.8.5 The total cost of benefits premiums for the benefits identified in Article 16.8.3 (excluding the Health Spending Account) shall be shared between the Board and Employees as follows:

16.8.5.1 The total contribution of an individual member shall not exceed ~~50%~~ 20% of the total cost of the dental premium and shall not exceed ~~25%~~ 20% of the total cost of the extended health care premium.

Language as Revised

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



16.2.1 The total contribution of an individual member shall not exceed 20% of the total cost of the dental premium and 20% of the total cost of the extended health care premium.

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

...

16.8.5 The total cost of benefits premiums for the benefits identified in Article 16.8.3 (excluding the Health Spending Account) shall be shared between the Board and Employees as follows:

16.8.5.1 The total contribution of an individual member shall not exceed 20% of the total cost of the dental premium and shall not exceed 20% of the total cost of the extended health care premium.

Rationale for Change

The reasons for this change are as follows:

- As per the mediator’s recommendation of February 11, 2022.
- This Green Sheet confirms the shared agreement of the parties, in accordance with the mediator’s recommendation, that this change be “effective as soon as practicable following ratification.”

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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13 February 2022

Date

Current Language

## 13.3.1(a) Hourly Rate Schedule effective July 1, 2017

Contract Employee Category	Step	CategoryA	CategoryB	CategoryC	CategoryD	CategoryE
Lecturer*	1	113.95	117.36	120.91	124.50	128.28
	2	118.54	122.08	125.73	129.50	133.39
	3	123.30	126.95	130.77	134.68	138.74
	4	128.22	132.05	136.00	140.07	144.30
	5	133.37	137.33	141.44	145.65	150.07
	6	138.70	142.81	147.11	151.49	156.07
Librarian	1	38.91	40.08	41.30	42.55	43.79
	2	40.47	41.68	42.95	44.25	45.56
	3	42.09	43.36	44.65	46.01	47.37
	4	43.77	45.09	46.44	47.84	49.28
	5	45.53	46.92	48.29	49.78	51.24
	6	47.33	48.79	50.24	51.74	53.30
Counsellor and Clinical Instructor	1	64.88	66.84	68.83	70.89	73.03
	2	67.47	69.50	71.58	73.73	75.95
	3	70.18	72.26	74.43	76.68	78.98
	4	72.99	75.16	77.41	79.75	82.15
	5	75.92	78.18	80.52	82.94	85.43
	6	78.95	81.29	83.73	86.26	88.85
Credit Music Instructor (One Student)	1	95.87	98.75	101.39	104.74	107.89
	2	99.67	102.70	105.47	108.95	112.21
	3	103.67	106.82	109.71	113.31	116.70
	4	107.84	111.10	114.09	117.84	121.37
	5	112.16	115.53	118.65	122.55	126.23
	6	116.65	120.15	123.40	127.45	131.28
Credit Music Instructor(2-15 Students)	1	105.97	109.14	112.09	115.79	119.25
	2	110.20	113.53	116.56	120.41	124.02
	3	114.62	118.07	121.22	125.23	129.00
	4	119.20	122.79	126.11	130.24	134.16
	5	123.97	127.73	131.13	135.46	139.55
	6	128.93	132.83	136.39	140.88	145.12
Credit Music Instructor (Over 15 Students)	1	114.31	117.76	120.90	124.89	128.64
	2	118.89	122.43	125.72	129.89	133.78
	3	123.64	127.33	130.76	135.06	139.15
	4	128.60	132.42	135.99	140.47	144.73
	5	133.73	137.73	141.45	146.09	150.51
	6	139.10	143.25	147.10	151.93	156.55
Laboratory **	1	50.93	52.46	54.02	55.65	57.29
	2	52.96	54.56	56.18	57.88	59.58
	3	55.07	56.75	58.44	60.20	61.98
	4	57.28	59.03	60.79	62.61	64.45
	5	59.58	61.39	63.21	65.13	67.05
	6	61.97	63.83	65.75	67.73	69.73

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

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

...

13.3.2 Initial category placement (Step 1)

At the time of initial appointment, Employees shall present proof of educational credential, or work towards a credential, to the Chair of the selection committee, who shall recommend to the appropriate Dean placement in category as follows.

A - A first Baccalaureate.

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

C - A Master's degree or Juris Doctor.

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

E - A Doctoral degree.

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

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

## Proposed Language

## 13.3.1(a) Hourly Rate Schedule effective July 1, 2020

<u>Contract Employee Category</u>	<u>Step</u>	<u>CategoryA</u>	<u>CategoryB</u>	<u>CategoryC</u>	<u>CategoryD</u>	<u>CategoryE</u>
<u>Lecturer*</u>	<u>1</u>	<u>113.95</u>	<u>117.36</u>	<u>120.91</u>	<u>124.50</u>	<u>128.28</u>
	<u>2</u>	<u>118.54</u>	<u>122.08</u>	<u>125.73</u>	<u>129.50</u>	<u>133.39</u>
	<u>3</u>	<u>123.30</u>	<u>126.95</u>	<u>130.77</u>	<u>134.68</u>	<u>138.74</u>
	<u>4</u>	<u>128.22</u>	<u>132.05</u>	<u>136.00</u>	<u>140.07</u>	<u>144.30</u>
	<u>5</u>	<u>133.37</u>	<u>137.33</u>	<u>141.44</u>	<u>145.65</u>	<u>150.07</u>
	<u>6</u>	<u>138.70</u>	<u>142.81</u>	<u>147.11</u>	<u>151.49</u>	<u>156.07</u>
<u>Librarian</u>	<u>1</u>	<u>38.91</u>	<u>40.08</u>	<u>41.30</u>	<u>42.55</u>	<u>43.79</u>
	<u>2</u>	<u>40.47</u>	<u>41.68</u>	<u>42.95</u>	<u>44.25</u>	<u>45.56</u>
	<u>3</u>	<u>42.09</u>	<u>43.36</u>	<u>44.65</u>	<u>46.01</u>	<u>47.37</u>
	<u>4</u>	<u>43.77</u>	<u>45.09</u>	<u>46.44</u>	<u>47.84</u>	<u>49.28</u>
	<u>5</u>	<u>45.53</u>	<u>46.92</u>	<u>48.29</u>	<u>49.78</u>	<u>51.24</u>
	<u>6</u>	<u>47.33</u>	<u>48.79</u>	<u>50.24</u>	<u>51.74</u>	<u>53.30</u>
<u>Counsellor and Clinical Instructor</u>	<u>1</u>	<u>64.88</u>	<u>66.84</u>	<u>68.83</u>	<u>70.89</u>	<u>73.03</u>
	<u>2</u>	<u>67.47</u>	<u>69.50</u>	<u>71.58</u>	<u>73.73</u>	<u>75.95</u>
	<u>3</u>	<u>70.18</u>	<u>72.26</u>	<u>74.43</u>	<u>76.68</u>	<u>78.98</u>
	<u>4</u>	<u>72.99</u>	<u>75.16</u>	<u>77.41</u>	<u>79.75</u>	<u>82.15</u>
	<u>5</u>	<u>75.92</u>	<u>78.18</u>	<u>80.52</u>	<u>82.94</u>	<u>85.43</u>
	<u>6</u>	<u>78.95</u>	<u>81.29</u>	<u>83.73</u>	<u>86.26</u>	<u>88.85</u>
<u>Laboratory**</u>	<u>1</u>	<u>50.93</u>	<u>52.46</u>	<u>54.02</u>	<u>55.65</u>	<u>57.29</u>
	<u>2</u>	<u>52.96</u>	<u>54.56</u>	<u>56.18</u>	<u>57.88</u>	<u>59.58</u>
	<u>3</u>	<u>55.07</u>	<u>56.75</u>	<u>58.44</u>	<u>60.20</u>	<u>61.98</u>
	<u>4</u>	<u>57.28</u>	<u>59.03</u>	<u>60.79</u>	<u>62.61</u>	<u>64.45</u>
	<u>5</u>	<u>59.58</u>	<u>61.39</u>	<u>63.21</u>	<u>65.13</u>	<u>67.05</u>
	<u>6</u>	<u>61.97</u>	<u>63.83</u>	<u>65.75</u>	<u>67.73</u>	<u>69.73</u>

## 13.3.1(ba) Hourly Rate Schedule effective July 1, 2017 July 1, 2020 May 1, 2022 to March 30, 2023.

<u>Contract Employee Category</u>	<u>Step</u>	<u>Credential Category-I</u>	<u>Credential Category-II</u>	<u>Credential Category-III</u>
<u>Lecturer*</u>	<u>1</u>	<u>114.72</u>	<u>121.73</u>	<u>129.15</u>
	<u>2</u>	<u>119.34</u>	<u>126.58</u>	<u>134.29</u>
	<u>3</u>	<u>124.13</u>	<u>131.66</u>	<u>139.68</u>
	<u>4</u>	<u>129.09</u>	<u>136.92</u>	<u>145.28</u>
	<u>5</u>	<u>134.27</u>	<u>142.40</u>	<u>151.09</u>
	<u>6</u>	<u>139.64</u>	<u>148.11</u>	<u>157.13</u>
<u>Librarian</u>	<u>1</u>	<u>39.17</u>	<u>41.58</u>	<u>44.09</u>
	<u>2</u>	<u>40.74</u>	<u>43.24</u>	<u>45.87</u>
	<u>3</u>	<u>42.37</u>	<u>44.95</u>	<u>47.69</u>
	<u>4</u>	<u>44.07</u>	<u>46.75</u>	<u>49.61</u>
	<u>5</u>	<u>45.84</u>	<u>48.62</u>	<u>51.59</u>
	<u>6</u>	<u>47.65</u>	<u>50.58</u>	<u>53.66</u>
<u>Counsellor and Clinical Instructor</u>	<u>1</u>	<u>65.32</u>	<u>69.30</u>	<u>73.52</u>
	<u>2</u>	<u>67.93</u>	<u>72.06</u>	<u>76.46</u>

	3	<u>70.66</u>	<u>74.93</u>	<u>79.51</u>
	4	<u>73.48</u>	<u>77.93</u>	<u>82.71</u>
	5	<u>76.43</u>	<u>81.07</u>	<u>86.01</u>
	6	<u>79.48</u>	<u>84.30</u>	<u>89.45</u>
Laboratory **	1	<u>51.27</u>	<u>54.39</u>	<u>57.68</u>
	2	<u>53.32</u>	<u>56.56</u>	<u>59.98</u>
	3	<u>55.44</u>	<u>58.84</u>	<u>62.40</u>
	4	<u>57.67</u>	<u>61.20</u>	<u>64.89</u>
	5	<u>59.98</u>	<u>63.64</u>	<u>67.50</u>
	6	<u>62.39</u>	<u>66.20</u>	<u>70.20</u>

13.3.1(bc) Hourly Rate Schedule effective April 1, 2023 to November 30, 2023.

<u>Contract Employee Category</u>	<u>Step</u>	<u>Credential Category-I</u>	<u>Credential Category-II</u>	<u>Credential Category-III</u>
<u>Lecturer*</u>	<u>1</u>	<u>\$116.15</u>	<u>\$123.25</u>	<u>\$130.76</u>
	<u>2</u>	<u>\$120.83</u>	<u>\$128.16</u>	<u>\$135.97</u>
	<u>3</u>	<u>\$125.68</u>	<u>\$133.31</u>	<u>\$141.43</u>
	<u>4</u>	<u>\$130.70</u>	<u>\$138.63</u>	<u>\$147.10</u>
	<u>5</u>	<u>\$135.95</u>	<u>\$144.18</u>	<u>\$152.98</u>
	<u>6</u>	<u>\$141.39</u>	<u>\$149.96</u>	<u>\$159.09</u>
<u>Librarian</u>	<u>1</u>	<u>\$39.66</u>	<u>\$42.10</u>	<u>\$44.64</u>
	<u>2</u>	<u>\$41.25</u>	<u>\$43.78</u>	<u>\$46.44</u>
	<u>3</u>	<u>\$42.90</u>	<u>\$45.51</u>	<u>\$48.29</u>
	<u>4</u>	<u>\$44.62</u>	<u>\$47.33</u>	<u>\$50.23</u>
	<u>5</u>	<u>\$46.41</u>	<u>\$49.23</u>	<u>\$52.23</u>
	<u>6</u>	<u>\$48.25</u>	<u>\$51.21</u>	<u>\$54.33</u>
<u>Counsellor and ClinicalInstructor</u>	<u>1</u>	<u>\$66.14</u>	<u>\$70.17</u>	<u>\$74.44</u>
	<u>2</u>	<u>\$68.78</u>	<u>\$72.96</u>	<u>\$77.42</u>
	<u>3</u>	<u>\$71.54</u>	<u>\$75.87</u>	<u>\$80.50</u>
	<u>4</u>	<u>\$74.40</u>	<u>\$78.90</u>	<u>\$83.74</u>
	<u>5</u>	<u>\$77.39</u>	<u>\$82.08</u>	<u>\$87.09</u>
	<u>6</u>	<u>\$80.47</u>	<u>\$85.35</u>	<u>\$90.57</u>
<u>Laboratory **</u>	<u>1</u>	<u>\$51.91</u>	<u>\$55.07</u>	<u>\$58.40</u>
	<u>2</u>	<u>\$53.99</u>	<u>\$57.27</u>	<u>\$60.73</u>
	<u>3</u>	<u>\$56.13</u>	<u>\$59.58</u>	<u>\$63.18</u>
	<u>4</u>	<u>\$58.39</u>	<u>\$61.97</u>	<u>\$65.70</u>
	<u>5</u>	<u>\$60.73</u>	<u>\$64.44</u>	<u>\$68.34</u>
	<u>6</u>	<u>\$63.17</u>	<u>\$67.03</u>	<u>\$71.08</u>

13.3.1(ed) Hourly Rate Schedule effective December 1, 2023 to June 30, 2024.

<u>Contract Employee Category</u>	<u>Step</u>	<u>Category Credential I</u>	<u>Credential Category-II</u>	<u>Credential Category-III</u>
<u>Lecturer*</u>	<u>1</u>	<u>\$117.90</u>	<u>\$125.10</u>	<u>\$132.73</u>
	<u>2</u>	<u>\$122.64</u>	<u>\$130.08</u>	<u>\$138.01</u>
	<u>3</u>	<u>\$127.57</u>	<u>\$135.31</u>	<u>\$143.55</u>
	<u>4</u>	<u>\$132.66</u>	<u>\$140.71</u>	<u>\$149.30</u>

	<u>5</u>	\$137.99	\$146.34	\$155.27
	<u>6</u>	\$143.51	\$152.21	\$161.48
<u>Librarian</u>	<u>1</u>	\$40.25	\$42.73	\$45.31
	<u>2</u>	\$41.87	\$44.44	\$47.14
	<u>3</u>	\$43.54	\$46.19	\$49.01
	<u>4</u>	\$45.29	\$48.04	\$50.98
	<u>5</u>	\$47.11	\$49.97	\$53.02
	<u>6</u>	\$48.97	\$51.98	\$55.15
<u>Counsellor and ClinicalInstructor</u>	<u>1</u>	\$67.13	\$71.22	\$75.56
	<u>2</u>	\$69.81	\$74.06	\$78.58
	<u>3</u>	\$72.62	\$77.00	\$81.71
	<u>4</u>	\$75.51	\$80.09	\$85.00
	<u>5</u>	\$78.55	\$83.31	\$88.39
	<u>6</u>	\$81.68	\$86.63	\$91.93
<u>Laboratory **</u>	<u>1</u>	\$52.69	\$55.90	\$59.28
	<u>2</u>	\$54.80	\$58.13	\$61.64
	<u>3</u>	\$56.97	\$60.47	\$64.13
	<u>4</u>	\$59.27	\$62.89	\$66.69
	<u>5</u>	\$61.64	\$65.40	\$69.37
	<u>6</u>	\$64.12	\$68.03	\$72.14

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

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

An additional 0.5% increase to the salaries listed within Article 13.3.1(ed) shall be retroactively be-applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023.
- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the

Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

...

13.3.2 Initial category-credential placement (Step 1)

At the time of initial appointment, Employees shall present proof of educational credential, or work towards a credential, to the Chair of the selection committee, who shall recommend to the appropriate Dean placement in category as follows.

Effective July 1, 2020

A - A first Baccalaureate.

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

C - A Master's degree or Juris Doctor.

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

E - A Doctoral degree.

Effective May 1, 2022

~~A-I~~ - A first Baccalaureate.

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

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

~~C~~ - A Master's degree or Juris Doctor.

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

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

~~E~~ - A Doctoral degree.

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

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

Language as Revised

## 13.3.1(a) Hourly Rate Schedule effective July 1, 2020 to March 30, 2023.

Contract Employee Category	Step	Category I	Category II	Category III
Lecturer*	1	114.72	121.73	129.15
	2	119.34	126.58	134.29
	3	124.13	131.66	139.68
	4	129.09	136.92	145.28
	5	134.27	142.40	151.09
	6	139.64	148.11	157.13
Librarian	1	39.17	41.58	44.09
	2	40.74	43.24	45.87
	3	42.37	44.95	47.69
	4	44.07	46.75	49.61
	5	45.84	48.62	51.59
	6	47.65	50.58	53.66
Counsellor and ClinicalInstructor	1	65.32	69.30	73.52
	2	67.93	72.06	76.46
	3	70.66	74.93	79.51
	4	73.48	77.93	82.71
	5	76.43	81.07	86.01
	6	79.48	84.30	89.45
Laboratory **	1	51.27	54.39	57.68
	2	53.32	56.56	59.98
	3	55.44	58.84	62.40
	4	57.67	61.20	64.89
	5	59.98	63.64	67.50
	6	62.39	66.20	70.20

## 13.3.1(b) Hourly Rate Schedule effective April 1, 2023 to November 30, 2023.

Contract Employee Category	Step	Category I	Category II	Category III
Lecturer*	1	\$116.15	\$123.25	\$130.76
	2	\$120.83	\$128.16	\$135.97
	3	\$125.68	\$133.31	\$141.43
	4	\$130.70	\$138.63	\$147.10
	5	\$135.95	\$144.18	\$152.98
	6	\$141.39	\$149.96	\$159.09
Librarian	1	\$39.66	\$42.10	\$44.64
	2	\$41.25	\$43.78	\$46.44
	3	\$42.90	\$45.51	\$48.29
	4	\$44.62	\$47.33	\$50.23
	5	\$46.41	\$49.23	\$52.23
	6	\$48.25	\$51.21	\$54.33
Counsellor and ClinicalInstructor	1	\$66.14	\$70.17	\$74.44
	2	\$68.78	\$72.96	\$77.42



	3	\$71.54	\$75.87	\$80.50
	4	\$74.40	\$78.90	\$83.74
	5	\$77.39	\$82.08	\$87.09
	6	\$80.47	\$85.35	\$90.57
Laboratory **	1	\$51.91	\$55.07	\$58.40
	2	\$53.99	\$57.27	\$60.73
	3	\$56.13	\$59.58	\$63.18
	4	\$58.39	\$61.97	\$65.70
	5	\$60.73	\$64.44	\$68.34
	6	\$63.17	\$67.03	\$71.08

13.3.1(c) Hourly Rate Schedule effective December 1, 2023 to June 30, 2024.

Contract Employee Category	Step	Category I	Category II	Category III
Lecturer*	1	\$117.90	\$125.10	\$132.73
	2	\$122.64	\$130.08	\$138.01
	3	\$127.57	\$135.31	\$143.55
	4	\$132.66	\$140.71	\$149.30
	5	\$137.99	\$146.34	\$155.27
	6	\$143.51	\$152.21	\$161.48
Librarian	1	\$40.25	\$42.73	\$45.31
	2	\$41.87	\$44.44	\$47.14
	3	\$43.54	\$46.19	\$49.01
	4	\$45.29	\$48.04	\$50.98
	5	\$47.11	\$49.97	\$53.02
	6	\$48.97	\$51.98	\$55.15
Counsellor and Clinical Instructor	1	\$67.13	\$71.22	\$75.56
	2	\$69.81	\$74.06	\$78.58
	3	\$72.62	\$77.00	\$81.71
	4	\$75.51	\$80.09	\$85.00
	5	\$78.55	\$83.31	\$88.39
	6	\$81.68	\$86.63	\$91.93
Laboratory **	1	\$52.69	\$55.90	\$59.28
	2	\$54.80	\$58.13	\$61.64
	3	\$56.97	\$60.47	\$64.13
	4	\$59.27	\$62.89	\$66.69
	5	\$61.64	\$65.40	\$69.37
	6	\$64.12	\$68.03	\$72.14

An additional 0.5% increase to the salaries listed within Article 13.3.1(c) shall be retroactively be applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.

- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.
- "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta's Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

...

### 13.3.2 Initial category placement (Step 1)

At the time of initial appointment, Employees shall present proof of educational credential, or work towards a credential, to the Chair of the selection committee, who shall recommend to the appropriate Dean placement in category as follows.

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

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

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

### Rationale for Change

The reasons for this change are as follows:

- As per the mediator's recommendation of February 11, 2022.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

14 February 2022

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Date

Language as Revised

MEMORANDUM OF UNDERSTANDING

between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
("The Board")

and

THE MOUNT ROYAL FACULTY ASSOCIATION  
("The Association")

**Regarding a taskforce to review full-time faculty workload and appointment categories**

During bargaining, the parties have discussed a broad range of issues related to full-time faculty workload. These have included workload volume, workload distribution across areas of faculty responsibility (i.e., teaching, service, and scholarship), workload distribution across employees, workload measures, and support for research and scholarship. The Association has also raised the appointment categories of Senior Lecturer and the tenurable TS role.

In order to further discussions, the parties commit to striking a taskforce to explore and review these items.

The review will consider the broad parameters guiding full-time faculty workload, in relation to the way they are currently articulated in the Collective Agreement. Aspects to be examined that have potential to affect faculty workload include, but are not limited to:

- The way workload is determined and assigned (consultation between the Chair and the Employees in the Academic Unit, following consultation with the Dean);
- The way workload is measured (assigned SICH, registrants, the Department Average); and
- The way workload can be modified (reassigned time, workload averaging, exceptions approved by the Employee and the Dean, modification to the Department Average, workload appeal).

With respect to the categories of Senior Lecturer and the tenurable TS role, the taskforce shall focus on how these roles are currently differentiated and the pathway to each role.

The taskforce shall comprise six (6) members, three (3) appointed by the Association and three (3) appointed by the Board. The Association and the Board shall each name one (1) alternate to the taskforce. The Board shall provide funding for reassigned time equivalent to 144 SICH for the three (3) members appointed by the Association.

The work of the taskforce shall be supported by a facilitator, selected by mutual agreement of the members of the taskforce. The Board will provide for the cost of the facilitator.

Through this work, the taskforce will create a report which may provide recommendations, including potential changes to the Collective Agreement to be considered in the next round of bargaining, on ways to address the matters identified in this Memorandum of Understanding. The report shall be submitted to the Provost and Vice-President Academic, and the President of the Association, no later than January 15, 2024.

Rationale for Change

The reasons for this change are as follows:

- As per the mediator's recommendation of February 11, 2022.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

13 February, 2022

Date

Proposed Language

13.1.1(a) Annual Salary Schedule effective July 1, ~~2018~~ 2020 to ~~June 30, 2020~~ March 30, 2023.

<b>Assistant Professor</b>						
<b>Step</b>	<b>Salary</b>					
1	73,743					
2	76,177					
3	78,690					
4	81,286	<b>Associate Professor</b>				
5	83,968	<b>Step</b>	<b>Salary</b>			
6	86,740	1	86,740			
7	89,603	2	89,603			
8	92,559	3	92,559			
9	95,614	4	95,614			
10	98,768	5	98,768	<b>Professor</b>		
11	102,028	6	102,028	<b>Step</b>	<b>Salary</b>	
Credential I	12	105,394	7	105,394	1	105,394
Credential II	13	108,871	8	108,871	2	108,871
Credential III	14	112,464	9	112,464	3	112,464
			10	116,176	4	116,176
			11	120,010	5	120,010
	Credential I		12	123,970	6	123,970
	Credential II		13	128,062	7	128,062
	Credential III		14	132,288	8	132,288
					9	136,652
					10	141,162
				Credential I	11	145,820
				Credential II	12	150,632
				Credential III	13	155,603

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

13.1.1(b) Annual Salary Schedule effective April 1, 2023 to November 30, 2023.

<b>Assistant Professor</b>			
<b>Step</b>	<b>Salary</b>		
<u>1</u>	<u>74,665</u>		
<u>2</u>	<u>77,129</u>		
<u>3</u>	<u>79,674</u>		
<u>4</u>	<u>82,302</u>	<b>Associate Professor</b>	
<u>5</u>	<u>85,018</u>	<b>Step</b>	<b>Salary</b>
<u>6</u>	<u>87,824</u>	<u>1</u>	<u>87,824</u>
<u>7</u>	<u>90,723</u>	<u>2</u>	<u>90,723</u>

	<u>8</u>	<u>93,716</u>	<u>3</u>	<u>93,716</u>		
	<u>9</u>	<u>96,809</u>	<u>4</u>	<u>96,809</u>		
	<u>10</u>	<u>100,003</u>	<u>5</u>	<u>100,003</u>	<b>Professor</b>	
	<u>11</u>	<u>103,303</u>	<u>6</u>	<u>103,303</u>	<b>Step</b>	<b>Salary</b>
Credential I	<u>12</u>	<u>106,711</u>	<u>7</u>	<u>106,711</u>	<u>1</u>	<u>106,711</u>
Credential II	<u>13</u>	<u>110,232</u>	<u>8</u>	<u>110,232</u>	<u>2</u>	<u>110,232</u>
Credential III	<u>14</u>	<u>113,870</u>	<u>9</u>	<u>113,870</u>	<u>3</u>	<u>113,870</u>
			<u>10</u>	<u>117,628</u>	<u>4</u>	<u>117,628</u>
			<u>11</u>	<u>121,510</u>	<u>5</u>	<u>121,510</u>
	Credential I		<u>12</u>	<u>125,520</u>	<u>6</u>	<u>125,520</u>
	Credential II		<u>13</u>	<u>129,663</u>	<u>7</u>	<u>129,663</u>
	Credential III		<u>14</u>	<u>133,942</u>	<u>8</u>	<u>133,942</u>
					<u>9</u>	<u>138,360</u>
					<u>10</u>	<u>142,927</u>
				Credential I	<u>11</u>	<u>147,643</u>
				Credential II	<u>12</u>	<u>152,515</u>
				Credential III	<u>13</u>	<u>157,548</u>

Credential Level I = Master’s degree, Juris Doctor or lower

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

Credential Level III = Doctoral degree

13.1.1(c) Annual Salary Schedule effective December 1, 2023.

	<b>Assistant Professor</b>					
	<b>Step</b>	<b>Salary</b>				
	<u>1</u>	<u>75,785</u>				
	<u>2</u>	<u>78,286</u>				
	<u>3</u>	<u>80,869</u>				
	<u>4</u>	<u>83,537</u>	<b>Associate Professor</b>			
	<u>5</u>	<u>86,293</u>	<b>Step</b>	<b>Salary</b>		
	<u>6</u>	<u>89,141</u>	<u>1</u>	<u>89,141</u>		
	<u>7</u>	<u>92,084</u>	<u>2</u>	<u>92,084</u>		
	<u>8</u>	<u>95,122</u>	<u>3</u>	<u>95,122</u>		
	<u>9</u>	<u>98,261</u>	<u>4</u>	<u>98,261</u>		
	<u>10</u>	<u>101,503</u>	<u>5</u>	<u>101,503</u>	<b>Professor</b>	
	<u>11</u>	<u>104,853</u>	<u>6</u>	<u>104,853</u>	<b>Step</b>	<b>Salary</b>
Credential I	<u>12</u>	<u>108,312</u>	<u>7</u>	<u>108,312</u>	<u>1</u>	<u>108,312</u>
Credential II	<u>13</u>	<u>111,885</u>	<u>8</u>	<u>111,885</u>	<u>2</u>	<u>111,885</u>
Credential III	<u>14</u>	<u>115,578</u>	<u>9</u>	<u>115,578</u>	<u>3</u>	<u>115,578</u>
			<u>10</u>	<u>119,392</u>	<u>4</u>	<u>119,392</u>
			<u>11</u>	<u>123,333</u>	<u>5</u>	<u>123,333</u>
	Credential I		<u>12</u>	<u>127,403</u>	<u>6</u>	<u>127,403</u>
	Credential II		<u>13</u>	<u>131,608</u>	<u>7</u>	<u>131,608</u>
	Credential III		<u>14</u>	<u>135,951</u>	<u>8</u>	<u>135,951</u>

	<u>9</u>	<u>140,435</u>
	<u>10</u>	<u>145,071</u>
Credential I	<u>11</u>	<u>149,858</u>
Credential II	<u>12</u>	<u>154,803</u>
Credential III	<u>13</u>	<u>159,911</u>

Credential Level I = Master's degree, Juris Doctor or lower

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

Credential Level III = Doctoral degree

An additional 0.5% increase to the salaries listed within Article 13.1.1(c) shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.
- "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta's Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

#### 13.1.8 Long Service Recognition

As of July 1, 2010

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

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

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

~~July 1, 2012 – June 30, 2018~~ July 1, 2020-2012 – June 30, 2024

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



Dates	% Increase	Long Service 20 Years	Long Service 25 Years (Additional Amount)
July 1, 2012 to December 31, 2012	2.0	3,060	3,060
January 1, 2013 to June 30, 2013	1.0	3,091	3,091
July 1, 2013 to December 31, 2013	1.0	3,122	3,122
January 1, 2014 to June 30, 2014	1.0	3,153	3,153
July 1, 2014 to June 30, 2015	1.8	3,210	3,210
July 1, 2015 to June 30, 2016	2.0	3,275	3,275
July 1, 2016 to June 30, 2017	1.8	3,334	3,334
July 1, 2017 to June 30, 2018	1.8	3,394	3,394
<u>July 1, 2020 to March 30, 2023</u>		<u>3,394</u>	<u>3,394</u>
<u>April 1, 2023 to November 30, 2023</u>		<u>3,436</u>	<u>3,436</u>
<u>December 1, 2023 onward.</u>		<u>3,488</u>	<u>3,488</u>

An additional 0.5% increase to the salaries listed within Article 13.1.8 shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023.
- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

13.2.1(a) Annual Salary Schedule effective July 1, 2018 2020 to June 30, 2020 March 30, 2023.

<b>Laboratory L1</b>			
<b>Step</b>	<b>Salary*</b>		
1	58,808		
2	60,750		
3	62,753		
4	64,825	<b>Laboratory L2</b>	
		<b>Step</b>	<b>Salary*</b>
Credential I	66,966	1	69,175
Credential II	69,175	2	71,456
	71,456	3	73,815
		4	76,250
		5	78,766
	Credential I	6	81,364
	Credential II	7	84,050

Credential I = A first Baccalaureate  
 Credential II = A Master's degree, Juris Doctor, or Doctoral degree

13.2.1(b) Annual Salary Schedule effective April 1, 2023 to November 30, 2023.

<b>Laboratory L1</b>			
<b>Step</b>	<b>Salary*</b>		
<u>1</u>	<u>59,543</u>		
<u>2</u>	<u>61,509</u>		
<u>3</u>	<u>63,537</u>		
<u>4</u>	<u>65,635</u>	<b>Laboratory L2</b>	
		<b>Step</b>	<b>Salary*</b>
Credential I	<u>67,803</u>	<u>1</u>	<u>70,040</u>
Credential II	<u>70,040</u>	<u>2</u>	<u>72,349</u>
	<u>72,349</u>	<u>3</u>	<u>74,738</u>
		<u>4</u>	<u>77,203</u>
		<u>5</u>	<u>79,751</u>
	Credential I	<u>6</u>	<u>82,381</u>
	Credential II	<u>7</u>	<u>85,101</u>

Credential I = A first Baccalaureate  
 Credential II = A Master's degree, Juris Doctor, or Doctoral degree

13.2.1(c) Annual Salary Schedule effective December 1, 2023.

<b>Laboratory L1</b>	
<b>Step</b>	<b>Salary*</b>
<u>1</u>	<u>60,436</u>
<u>2</u>	<u>62,432</u>
<u>3</u>	<u>64,490</u>

	<u>4</u>	<u>66,620</u>	<u>Laboratory L2</u>	
	<u>5</u>	<u>68,820</u>	<u>Step</u>	<u>Salary*</u>
<u>Credential I</u>	<u>6</u>	<u>71,091</u>	<u>1</u>	<u>71,091</u>
<u>Credential II</u>	<u>7</u>	<u>73,434</u>	<u>2</u>	<u>73,434</u>
			<u>3</u>	<u>75,859</u>
			<u>4</u>	<u>78,361</u>
			<u>5</u>	<u>80,947</u>
	<u>Credential I</u>		<u>6</u>	<u>83,617</u>
	<u>Credential II</u>		<u>7</u>	<u>86,378</u>

Credential I = A first Baccalaureate

Credential II = A Master’s degree, Juris Doctor, or Doctoral degree

An additional 0.5% increase to the salaries listed within Article 13.2.1(c) shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023.
- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

13.2.5(a) Annual Salary Schedule effective July 1, 2018 2020 to June 30, 2020 March 30, 2023.

<b>Senior Lecturer</b>	
<b>Step</b>	<b>Salary*</b>
<u>Credential I</u>	<u>1</u> <u>69,175</u>
<u>Credential II</u>	<u>2</u> <u>71,456</u>
	<u>3</u> <u>73,815</u>
	<u>4</u> <u>76,250</u>
	<u>5</u> <u>78,766</u>
	<u>6</u> <u>81,364</u>
	<u>7</u> <u>84,050</u>
	<u>8</u> <u>86,825</u>

Credential I = A Master’s degree

Credential II = Completion of all work towards a Doctorate excluding the thesis, or a Doctoral degree.

13.2.5(b) Annual Salary Schedule effective April 1, 2023 to November 30, 2023.

<u>Senior Lecturer</u>	
<u>Step</u>	<u>Salary*</u>
<u>1</u>	<u>70,040</u>
<u>2</u>	<u>72,349</u>
<u>3</u>	<u>74,738</u>
<u>4</u>	<u>77,203</u>
<u>5</u>	<u>79,751</u>
<u>6</u>	<u>82,381</u>
<u>7</u>	<u>85,101</u>
<u>8</u>	<u>87,910</u>

Credential I = A Master's degree

Credential II = Completion of all work towards a Doctorate excluding the thesis, or a Doctoral degree.

13.2.5(c) Annual Salary Schedule effective December 1, 2023.

<u>Senior Lecturer</u>	
<u>Step</u>	<u>Salary*</u>
<u>1</u>	<u>71,091</u>
<u>2</u>	<u>73,434</u>
<u>3</u>	<u>75,859</u>
<u>4</u>	<u>78,859</u>
<u>5</u>	<u>80,947</u>
<u>6</u>	<u>83,617</u>
<u>7</u>	<u>86,378</u>
<u>8</u>	<u>89,229</u>

Credential I = A Master's degree

Credential II = Completion of all work towards a Doctorate excluding the thesis, or a Doctoral degree.

An additional 0.5% increase to the salaries listed within Article 13.2.5(c) shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.
- "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital

[Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.](#)

- [The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance \(as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70\) is above 2%.](#)

## 27.1 Stipends

### 27.1.1 Chairs’ Stipend

Chairs’ remuneration shall be added to their annual salary and paid over twenty-four (24) pay periods as per the table below. Percentage increases negotiated to the salary grids shall be applied to the Chairs’ remuneration. After three (3) years of continuous service, an additional remuneration per year shall be paid to Chairs during their fourth (4th) and subsequent years. Chairs shall be entitled to a stipend as outlined below:

Dates	Up to 3 Years of Service	After 3 Years of Chair Service (Additional Amount)
<a href="#">July 1, 2016—June 30, 2017</a>	<a href="#">\$8,444</a>	<a href="#">\$2,779</a>
<a href="#">July 1, 2017</a> <a href="#">July 1, 2020 to March 30, 2023</a>	<a href="#">\$8,596</a>	<a href="#">\$2,830</a>
<a href="#">April 1, 2023 to November 30, 2023</a>	<a href="#">8,703</a>	<a href="#">2,865</a>
<a href="#">December 1, 2023</a>	<a href="#">8,834</a>	<a href="#">2,908</a>

### 27.1.2 Associate Deans’ and Academic Directors’ Stipend

Associate Deans’ and Academic Directors’ remuneration shall be added to their annual salary and paid over twenty-four (24) pay periods. Percentage increases negotiated to the salary grids shall be applied to the Associate Deans’ and Academic Directors’ remuneration. After three (3) years of continuous service, an additional remuneration per year shall be paid to Associate Deans and Academic Directors during their fourth (4th) and subsequent years.

Associate Deans and Academic Directors shall be entitled to a stipend as outlined below. The stipend will be prorated for Associate Deans and Academic Directors according to the scope of activity.

Dates	Up to 3 Years of Service	After 3 Years of Chair Service (Additional Amount)
<a href="#">July 1, 2016—June 30, 2017</a>	<a href="#">\$8,444</a>	<a href="#">\$2,779</a>
<a href="#">July 1, 2017</a> <a href="#">July 1, 2020 to March 30, 2023</a>	<a href="#">\$8,596</a>	<a href="#">\$2,830</a>

<u>April 1, 2023 to November 30, 2023</u>	<u>8,703</u>	<u>2,865</u>
<u>December 1, 2023</u>	<u>8,834</u>	<u>2,908</u>

An additional 0.5% increase to the salaries listed within Articles 27.1.1 and 27.1.2 shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023.
- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

Language as Revised

13.1.1(a) Annual Salary Schedule effective July 1, 2020 to March 30, 2023.

<b>Assistant Professor</b>						
<b>Step</b>	<b>Salary</b>					
1	73,743					
2	76,177					
3	78,690					
4	81,286	<b>Associate Professor</b>				
5	83,968	<b>Step</b>	<b>Salary</b>			
6	86,740	1	86,740			
7	89,603	2	89,603			
8	92,559	3	92,559			
9	95,614	4	95,614			
10	98,768	5	98,768	<b>Professor</b>		
11	102,028	6	102,028	<b>Step</b>	<b>Salary</b>	
Credential I	12	105,394	7	105,394	1	105,394
Credential II	13	108,871	8	108,871	2	108,871
Credential III	14	112,464	9	112,464	3	112,464
			10	116,176	4	116,176
			11	120,010	5	120,010
	Credential I		12	123,970	6	123,970
	Credential II		13	128,062	7	128,062
	Credential III		14	132,288	8	132,288
					9	136,652
					10	141,162
				Credential I	11	145,820
				Credential II	12	150,632
				Credential III	13	155,603

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

13.1.1(b) Annual Salary Schedule effective April 1, 2023 to November 30, 2023.

<b>Assistant Professor</b>			
<b>Step</b>	<b>Salary</b>		
1	74,665		
2	77,129		
3	79,674		
4	82,302	<b>Associate Professor</b>	
5	85,018	<b>Step</b>	<b>Salary</b>
6	87,824	1	87,824
7	90,723	2	90,723
8	93,716	3	93,716

	9	96,809	4	96,809			
	10	100,003	5	100,003	<b>Professor</b>		
	11	103,303	6	103,303	<b>Step</b>	<b>Salary</b>	
Credential I	12	106,711	7	106,711	1	106,711	
Credential II	13	110,232	8	110,232	2	110,232	
Credential III	14	113,870	9	113,870	3	113,870	
				10	117,628	4	117,628
				11	121,510	5	121,510
	Credential I			12	125,520	6	125,520
	Credential II			13	129,663	7	129,663
	Credential III			14	133,942	8	133,942
					9	138,360	
					10	142,927	
				Credential I	11	147,643	
				Credential II	12	152,515	
				Credential III	13	157,548	

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

13.1.1(c) Annual Salary Schedule effective December 1, 2023.

<b>Assistant Professor</b>							
	<b>Step</b>	<b>Salary</b>					
	1	75,785					
	2	78,286					
	3	80,869					
	4	83,537	<b>Associate Professor</b>				
	5	86,293	<b>Step</b>	<b>Salary</b>			
	6	89,141	1	89,141			
	7	92,084	2	92,084			
	8	95,122	3	95,122			
	9	98,261	4	98,261			
	10	101,503	5	101,503	<b>Professor</b>		
	11	104,853	6	104,853	<b>Step</b>	<b>Salary</b>	
Credential I	12	108,312	7	108,312	1	108,312	
Credential II	13	111,885	8	111,885	2	111,885	
Credential III	14	115,578	9	115,578	3	115,578	
				10	119,392	4	119,392
				11	123,333	5	123,333
	Credential I			12	127,403	6	127,403
	Credential II			13	131,608	7	131,608
	Credential III			14	135,951	8	135,951
					9	140,435	



	10	145,071
Credential I	11	149,858
Credential II	12	154,803
Credential III	13	159,911

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

An additional 0.5% increase to the salaries listed within Article 13.1.1(c) shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023.
- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

13.1.8 Long Service Recognition

As of July 1, 2010

- 13.1.8.1 After completion of twenty (20) years of full-time service with the University (not including periods of unpaid leave) an amount of \$3,000 shall be added to the Employee’s annual salary and paid over 24 pay periods.
- 13.1.8.2 After completion of twenty-five (25) years of full-time service with the University (not including periods of unpaid leave) an additional amount of \$3,000 shall be added to the Employee’s annual salary and paid over 24 pay periods.
- 13.1.8.3 Percentage increases negotiated to the salary grids shall be applied to the Long Service Amounts.

July 1, 2020 – June 30, 2024

The annual base rates for payment of Long Service Amounts shall be as follows:

Dates	Long Service 20 Years	Long Service 25 Years (Additional Amount)

July 1, 2012 to December 31, 2012	3,060	3,060
January 1, 2013 to June 30, 2013	3,091	3,091
July 1, 2013 to December 31, 2013	3,122	3,122
January 1, 2014 to June 30, 2014	3,153	3,153
July 1, 2014 to June 30, 2015	3,210	3,210
July 1, 2015 to June 30, 2016	3,275	3,275
July 1, 2016 to June 30, 2017	3,334	3,334
July 1, 2017 to June 30, 2018	3,394	3,394
July 1, 2020 to March 30, 2023	3,394	3,394
April 1, 2023 to November 30, 2023	3,436	3,436
December 1, 2023 onward.	3,488	3,488

An additional 0.5% increase to the salaries listed within Article 13.1.8 shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023.
- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

13.2.1(a) Annual Salary Schedule effective July 1, 2020 to March 30, 2023.

Laboratory L1
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		<b>Step</b>	<b>Salary*</b>	
		1	58,808	
		2	60,750	
		3	62,753	
		4	64,825	
		<b>Laboratory L2</b>		
		<b>Step</b>	<b>Salary*</b>	
Credential I	5	66,966	1	69,175
Credential II	6	69,175	2	71,456
	7	71,456	3	73,815
			4	76,250
			5	78,766
	Credential I		6	81,364
	Credential II		7	84,050

Credential I = A first Baccalaureate  
 Credential II = A Master’s degree, Juris Doctor, or Doctoral degree

13.2.1(b) Annual Salary Schedule effective April 1, 2023 to November 30, 2023.

		<b>Laboratory L1</b>		
		<b>Step</b>	<b>Salary*</b>	
		1	59,543	
		2	61,509	
		3	63,537	
		4	65,635	
		<b>Laboratory L2</b>		
		<b>Step</b>	<b>Salary*</b>	
Credential I	5	67,803	1	70,040
Credential II	6	70,040	2	72,349
	7	72,349	3	74,738
			4	77,203
			5	79,751
	Credential I		6	82,381
	Credential II		7	85,101

Credential I = A first Baccalaureate  
 Credential II = A Master’s degree, Juris Doctor, or Doctoral degree

13.2.1(c) Annual Salary Schedule effective December 1, 2023.

		<b>Laboratory L1</b>		
		<b>Step</b>	<b>Salary*</b>	
		1	60,436	
		2	62,432	
		3	64,490	
		4	66,620	
		<b>Laboratory L2</b>		
		<b>Step</b>	<b>Salary*</b>	
Credential I	5	68,820	1	71,091
Credential II	6	71,091	2	73,434
	7	73,434		

	3	75,859
	4	78,361
	5	80,947
Credential I	6	83,617
Credential II	7	86,378

Credential I = A first Baccalaureate

Credential II = A Master’s degree, Juris Doctor, or Doctoral degree

An additional 0.5% increase to the salaries listed within Article 13.2.1(c) shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023.
- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

13.2.5(a) Annual Salary Schedule effective July 1, 2020 to March 30, 2023.

<b>Senior Lecturer</b>		
<b>Step</b>	<b>Salary*</b>	
Credential I	1	69,175
Credential II	2	71,456
	3	73,815
	4	76,250
	5	78,766
	6	81,364
	7	84,050
	8	86,825

Credential I = A Master’s degree

Credential II = Completion of all work towards a Doctorate excluding the thesis, or a Doctoral degree.

13.2.5(b) Annual Salary Schedule effective April 1, 2023 to November 30, 2023.

<b>Senior Lecturer</b>
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	Step	Salary*
Credential I	1	70,040
Credential II	2	72,349
	3	74,738
	4	77,203
	5	79,751
	6	82,381
	7	85,101
	8	87,910

Credential I = A Master's degree

Credential II = Completion of all work towards a Doctorate excluding the thesis, or a Doctoral degree.

13.2.5(c) Annual Salary Schedule effective December 1, 2023.

Senior Lecturer		
	Step	Salary*
Credential I	1	71,091
Credential II	2	73,434
	3	75,859
	4	78,859
	5	80,947
	6	83,617
	7	86,378
	8	89,229

Credential I = A Master's degree

Credential II = Completion of all work towards a Doctorate excluding the thesis, or a Doctoral degree.

An additional 0.5% increase to the salaries listed within Article 13.2.5(c) shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee's start date if hired after December 1, 2023.
- "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 calendar year is a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta's Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the

Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

## 27.1 Stipends

### 27.1.1 Chairs' Stipend

Chairs' remuneration shall be added to their annual salary and paid over twenty-four (24) pay periods as per the table below. Percentage increases negotiated to the salary grids shall be applied to the Chairs' remuneration. After three (3) years of continuous service, an additional remuneration per year shall be paid to Chairs during their fourth (4th) and subsequent years. Chairs shall be entitled to a stipend as outlined below:

Dates	Up to 3 Years of Service	After 3 Years of Chair Service (Additional Amount)
July 1, 2020 to March 30, 2023	8,596	2,830
April 1, 2023 to November 30, 2023	8,703	2,865
December 1, 2023	8,834	2,908

### 27.1.2 Associate Deans' and Academic Directors' Stipend

Associate Deans' and Academic Directors' remuneration shall be added to their annual salary and paid over twenty-four (24) pay periods. Percentage increases negotiated to the salary grids shall be applied to the Associate Deans' and Academic Directors' remuneration. After three (3) years of continuous service, an additional remuneration per year shall be paid to Associate Deans and Academic Directors during their fourth (4th) and subsequent years.

Associate Deans and Academic Directors shall be entitled to a stipend as outlined below. The stipend will be prorated for Associate Deans and Academic Directors according to the scope of activity.

Dates	Up to 3 Years of Service	After 3 Years of Chair Service (Additional Amount)
July 1, 2020 to March 30, 2023	8,596	2,830
April 1, 2023 to November 30, 2023	8,703	2,865
December 1, 2023	8,834	2,908

An additional 0.5% increase to the salaries listed within Articles 27.1.1 and 27.1.2 shall be retroactively applied to December 1, 2023 subject to Gains Sharing conditions to be determined by the Government of Alberta.

The Gains Sharing shall be:

- Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar Year is at or above 2.7% as of February of 2024, then Gain Sharing applies.
- All adjustments due to Gain Sharing are retroactive to December 1, 2023, or to an Employee’s start date if hired after December 1, 2023.
- “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 calendar year is a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank.
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 will be sourced from each forecasting institution at the time the payout determination is made in February 2024, if, as of February 1, 2024, the forecasted economic performance (as outlined in the Government of Alberta Fiscal Plan - Alberta Real Gross Domestic Product Benchmark, p. 70) is above 2%.

Rationale for Change

The reasons for this change are as follows:

- As per the mediator’s recommendation of February 11, 2022.

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Jonathan Withey  
Chair, Negotiating Committee  
Board of Governors

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Kirk Niergarth  
Chair, Negotiating Committee  
Mount Royal Faculty Association

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14 February 2022

Date