

## Summary of Changes to the Proposed Agreement

### Article 1 – Definitions

- Several definitions added and several modified, e.g.
  - A definition of Dean will allow all Dean/Director references in the agreement to be replaced with Dean.
  - Definition of full-time employee changed from “a tenured, tenurable, or conditional tenurable member” to “a tenured, tenurable, or conditional tenurable employee or a laboratory instructor in a permanent appointment with probationary period” because there is a new type of full-time employee
- In editing the agreement, we will put the definitions in alphabetical order.

### Article 3 – Term of Agreement

- Two-year agreement until 30 June 2012 with a re-opener for the second year on the following non-monetary items:
  - Articles 5 and 6
  - Article 6.9 – Appeal of Denial of Tenure
  - Article 7 – Appeal of Denial of Promotion
  - the new articles on Initial Part-time Appointment, Reappointment of Part-time Faculty and Allocation of Workload for Part-time Faculty
  - Copyright
  - Lab Instructor and Senior Laboratory Instructor evaluation processes
  - Market supplements
  - Review recommendations from the Part-time Faculty Task Force
  - Review recommendations from the Joint Committee for Review and Interpretation of the Collective Agreement

### Article 4 – Appointments

- clause inserted before 4.3.2 which:
  - defines required academic credential as the credential required for the granting of tenure
  - refers to those approved by General Faculties Council as the minimum required academic credential
  - states that the required academic credential is determined for each position and may be higher than the minimum for the program/discipline/area
- significant changes and additions to part-time hiring and workload allocation:
  - part-time appointment, reappointment and workload allocation are now articulated as separate processes
  - all members of academic unit or discipline establish selection criteria for part-time appointment and reappointment
  - the reappointment criteria include a definition of “accumulated experience at Mount Royal that is satisfactory and relevant”, along with a rationale for the definition (implementation MOU requires that this be done by September 15, 2010 for possible use in the new fixed-term part-time appointment process)
  - the appointment and reappointment criteria are approved by the Dean and posted
  - a standing part-time committee serves as the reappointment committee and the

- selection committee for new appointments
- Chair may make appointments and reappointments during the vacation period and report to the standing committee
- part-time faculty who wish to be reappointed write the Chair stating their desired teaching load
- standing committee determines that applicants are eligible for reappointment, eligible with conditions, or ineligible
- a seniority list developed using the definition of accumulated experience is the determining factor in allocating workload when all other qualifications are deemed equal
- some evaluation moved from policy to the agreement: Chair evaluation of new part-time faculty in the first semester, at least one SEI every semester and Chair or designate evaluation every 3 years
- see green sheets on 4.7 – Initial Part-time Appointment, 4.8 – Reappointment of Part-time Faculty and 4.9 – Allocation of Workload for Part-time Faculty
- fixed-term part-time appointments
  - new appointment type which extends the continuing part-time appointment with an LAPP pension option and \$400 individual PD that can accumulate for four years
  - term of 3 years at 384 SICH annually
- process for making 25 fixed-term part-time appointments in implementation MOU:
  - on August 15, Chairs invite all part-time faculty on Step 2 or higher of the part-time grid who have taught 4 semesters in the last 3 years, including 384 SICH or more in 2009-2010, and are projected to teach 192 SICH or more in Fall 2010 to submit a written expression of interest by September 15
  - standing part-time committees make recommendations to Dean by no later than September 30
  - intended for part-time faculty who have been teaching full loads for a period of some years, so part-time grid steps are used to establish priority order
  - if there are more applications than available appointments at any step, Deans' Council will allocate them among Faculties

#### Other part-time matters

- cancellation payment changed from \$265 to 10% of the value of the course or section cancelled or reassigned unless another is offered
- statement added in Article 21 – Workplace Environment that the University will make reasonable efforts to provide office space and other resources required for teaching
- MOU on part-time opportunities for service changed to make the MRFA Executive responsible for administering the funds, instead of our PD Committee, and to extend the activities supported

#### Article 5 – Tenure and Promotion Systems

- minor fixes:
  - in 5.3.1 clarify that TPC is either all tenured members or is elected
  - change TPC election date from no later than 30 September to no later than 15 September
  - add Chair of academic unit to TPC quorum

- change name of Institutional Tenure and Promotion Committee to University Tenure and Promotion Committee (UTPC)
- remove “exceeds the standard” for tenure and promotion recommendations in 5.5.1
- in 5.5.3 allow for the Dean to be removed from the consideration of an application for conflict of interest

#### Article 6 – Tenure

- minor fixes:
  - remove “exceeding the established standards” from the definition of tenure
  - modify general criteria for tenure to incorporate the work of APTC
  - require a midterm evaluation in the second year when one year of credit is granted towards the probationary period
  - change some dates; for example, tenure dossier now to be submitted no later than 3 working days after the end of the Winter semester final examination period instead of by April 30
  - require that feedback in the annual, mid-term and final tenure evaluations from any tenured member, whether on the TPC or not, be in writing (perhaps UTPC will develop a form)
  - specify that the Dean always gets the annual report and the TPC annual evaluation
  - further development of the process for the Dean’s involvement

It is worth noting that this article places performance management in the hands of the Dean; any serious concerns that the TPC has about performance should be raised to the Dean, but it is only the Dean who can prescribe measures required to achieve performance expectations.

#### Article 7 – Promotion

- incorporated the definition of, and the general criteria for, promotion to the rank of Professor that were developed by APTC
- added a framework for the process:
  - candidate to provide the names of three external reviewers and three alternates by 31 January
  - Chair of TPC, Dean and Provost each select one from the list (UTPC will work out the details of this)
  - Dean manages the process of securing external reviewers’ assessment of whether candidate has met our criteria for promotion
    - reason for alternates is so that application is not delayed because a reviewer does not respond
    - TPC, Dean and UTPC see external reviewers’ assessment, but candidate does not
  - review and recommendation process takes place in the fall and is modeled on the annual tenure evaluation process
  - candidate receives President’s decision no later than 31 January
- UTPC to develop by December 15, 2010 comprehensive Promotion Guidelines, including forms and detailed processes, that are required to implement the application and recommendation process
- as well, APTC is requested to report to the negotiating committees in the re-opener on the development of standards and evidence related to the criteria for tenure and promotion

Article 8 – Half-time Tenure

- update to require service and scholarship, where applicable

Article 9 – Phased Retirement

- add eligibility requirement of 60 years of age with at least 15 years of full-time service
- clarify that scholarship is required on the TSS work pattern

Article 10 – Salary

- Principles used in creating the new grids (in an MOU):
  - grids based on rank
  - credentials recognized through increments
  - Associate Professor grid shall support a career at that rank
  - \$3000 20-year and 25-year Long Service amounts not shown as grid steps
  - nobody’s salary will be less after the transfer to the new grids
- New grids have uniform 3.3% increments and are effective January 1, 2011 (Payroll needs time)

Lecturer/Assistant					
Step	Salary				
1	67,359				
2	69,582				
3	71,878	Associate			
4	74,250	Step	Salary		
5	76,700	1	76,700		
6	79,231	2	79,231		
7	81,846	3	81,846		
8	84,547	4	84,547		
9	87,337	5	87,337	Professor	
10	90,219	6	90,219	Step	Salary
11	93,196	7	93,196	1	93,196
12	96,271	8	96,271	2	96,271
13	99,448	9	99,448	3	99,448
		10	102,730	4	102,730
		11	106,120	5	106,120
		12	109,622	6	109,622
		13	113,240	7	113,240
				8	116,977
				9	120,837
				10	124,825
				11	128,944
				12	133,199
				13	137,595

- Credential placement and increments
  - 3 credential levels: Master’s or lower (current Categories A, B and C), Category D and

- using Master's as the base, ABD gets 1 additional step on initial placement and on attaining the credential; Doctoral gets a step more than ABD
  - means only Doctoral can reach maximum step as shown about
  - implies minimum initial placement for Doctoral on Assistant grid is Step 3
  - initial placement for experience on Assistant grid normally not greater than Step 7
  - salary could be capped on Assistant grid before tenure
  - see 10.2.3, 10.2.4 and 10.2.5 in the green sheet for more detail
- Rank placement
  - initial placement on grid of appointment rank
  - transfer straight across to Associate at same salary on tenure (10.2.2)
  - move up a step on promotion to Professor (so two increments in the year of promotion)
- Long service
  - see 10.2.7
- Chair's remuneration of 1/13 of D13 converted to \$7,600 with future general increases applied to it
- Conversion to the new grids (see Initial Placement on the New Grids MOU)
  - grid increments on existing grid on July 1, 2010 (or January 1, 2011)
  - those who do not get an increment or move to an LSI receive \$500 payment on July 15, 2010 (in lieu of a general increase)
  - transfer to new grids on January 1, 2011
  - Step 15 or lower placed at the next higher salary on the new grid
  - LSIs transfer from Step 15 and then LSIs applied on new grid
- Partial equalization of conversion increments
  - wide variation in difference between salary on new and existing grids because existing grid has highly irregular increments
  - used one-time money to smooth this out
  - define "conversion increment" as half the difference between salary on new and existing grids (additional salary received for January to June, 2011)
  - If conversion increment < 1260, then
    - on December 15 receive one-time payment of 1260 – the conversion increment
  - cost is this is \$257,000, which equals the total cost of the conversion increments for January to June
- Anomalies:
  - Assistant Professors whose salary on the existing grid is higher than their maximum possible on the Assistant grid will move on the Associate grid until they reach the first step with salary greater than or equal to the Step 15 salary in their Category on the existing grid.
  - Associate Professors whose salary on the existing grid is less than \$74,250 will move on the Assistant grid until reaching Step 1 on the Associate grid.
  - Negotiating Committee is working to deal with other anomalies related to placement on the new grids and we will have solutions before signing the final agreement.
  - Please see Gerry Cross (gcross, 6148, B233L) for any individual questions.
- On July 1, 2011:
  - everybody gets a grid step (cost is 2.44% greater than cost of existing grid would be)
  - also receive a one-time payment of \$1,000

- Part-time grids
  - Step 5 (4% increment, 25 semesters to qualify) added July 1, 2010
  - Step 6 (4% increment, 30 semesters to qualify) added July 1, 2011
  - up to 3 semesters a year can be counted
  - date of September 1, 1999 to count from remains in CA because there is no data in the payroll system prior to that, but there is a process in the implementation MOU by which prior semesters can be counted
- Part-time one-time payments
  - In Fall 2010 (or winter or spring if not teaching in the fall) and again in Fall 2011 (or winter or spring if not teaching in the fall) based on number of SICH taught in 2009-2010:
    - \$125 for 6 to 8 weekly hours in the year
    - \$250 for 9 to 14 hours
    - \$375 for 15 to 23 hours
    - \$500 for 24 or more hours

#### Article 11 – Workload

- state that Chairs can elect TSS
- List A reconfigured into:
  - \$700,000 for advising, coordinator and Assistant to Chair, which Chair applies for by 15 January
  - \$150,000 for existing activities except for advising and coordination
- Minimum of 192 SICH reassigned time for Chairs
- modifications to 11.10 – Workload of Counsellors, Educational Developers and Librarians; in particular, client contact hours of counsellors added to the Collective Agreement
  - definitions of all three changed to say that their workload may include teaching credit courses
- changes to 11.13 and 11.14 to clarify that members can be away during intersession provided that teaching-related and service responsibilities have been met

#### Article 13 – Benefits

- move retiree benefits from policy into the agreement
- amount provided by the Board for scholarships for dependents increased from \$30,000 to \$60,000
  - children or dependents of faculty with fixed-term part-time appointments or continuing part-time working 384 SICH or more can apply

#### Article 14 – Leaves

- can apply for an annual grid increment for service and/or scholarship during a maternity/paternity leave
  - implementation MOU requests that Faculty Leave Committee develop guidelines for deciding whether or not to grant the increment
- 1 annual professional leave and 1 half-year sabbatical added for 2011-12 (application in Fall 2010)
  - MOU permits tenurable faculty with one year of term-certain experience credited

- towards Tenure System II to apply for a professional leave
- another annual sabbatical added for 2012-13
- one year Chair sabbatical after two consecutive 5 year terms
  - MOU to determine whether any are eligible based on past service

Article 15 – Professional Development

- 50% of unspent individual PD (15.7.4) and any amount unspent in part-time PD fund at the end of the year redirected to Faculty Development Committees
- faculty tuition refunds (educational grants) in 15.2 increased by \$20,000, for a total of \$44,000 in the full-time or limited-term PhD or terminal degree pool and \$20,000 in the PD pool for full-time, limited-term and part-time teaching 3 or more courses or equivalent
- annual individual PD for tenured, tenurable and limited-term increased from \$1000 to \$1100
- annual amounts of \$400 added for fixed-term part-time appointments and \$750 for full-time laboratory instructors; both can accumulate for up to 4 years

Article 16 – Copyright

- an MOU establishes a joint committee to work on this

Article 17 – Grievance Procedure

Problems experienced in processing grievances led to the following changes:

- in Step 1, replace discussion with “immediate supervisor” by “Chair or supervisor and with the responsible Dean”
- add timelines in Step 2 (Provost and President of the MRFA), clarify that the Association has carriage at this point, and reconfigure so that the outcome will be a settlement, a partial settlement and a recommendation to go to Step 3, or a recommendation to go to Step 4
- Step 3 (Grievance Committee) starts with Step 2 partial settlement and timelines are reduced
- at Step 4 either a Step 3 settlement is implemented or a decision is made on whether to go to Step 5 (arbitration)

Article 18 – Negotiations

- incorporate the interest-focused bargaining provisions of the MOU on page 74 into the article

Article 19 – Performance Review

- added provisions governing how the Annual Report is used and modified
- added a description of the Annual Report in an appendix

Article 20 – Job Share

- Removed

New article on Cross-Appointments

- comprehensive article which replaces and expands upon Articles 4.5 and 4.6 and Appendix A

- requires development of a workload plan with the aim of ensuring that workload will be equivalent to that of faculty who are not cross-appointed
- if the two departments are in different Faculties, can apply to both Faculty Development Committees and performance review will be conducted jointly by the two Deans
- see the green sheet for details

#### New article on Laboratory Instructors

- pilot project developed into a new type of employee in CA
- full-time with a two-year probationary period, then become permanent
- pension, 6 step grid, \$750 individual PD
- Laboratory Instructor and Senior Laboratory Instructor with different duties and responsibilities
- Senior Laboratory Instructor has responsibilities for development of laboratory materials and directing and mentoring lab instructors
- accompanying MOU specifies how those hired under the pilot will move into these new positions and establishes a committee to develop evaluation forms and processes
  - committee will include representatives of at least two departments chosen by the Chairs' Assembly
- see the green sheets for details

#### Addendum on Teaching, Scholarship and Service

- clarify that reassigned time may be received for some of the activities
- replace advising by mentoring in Service

#### MOU establishing a Joint Committee for the Review and Implementation of the Collective Agreement

Common in universities, for our version:

- President of the MRFA and the Provost may jointly refer a question of CA interpretation to the committee
- any interpretation by consensus is authoritative
- President of the MRFA and the Provost may jointly refer university policies for an assessment of their impact on the CA

#### Professional Practitioner MOU

- pilot on appointments for midwifery and nurse practitioner faculty
- to assist in maintaining currency in their practice
- tenurable at 75% (3/4 appointment)
- tenured at 50% or 75%
- report back to the negotiating committees for the next round

#### MOU to make recommendations on leaves

- see the green sheet