



# COLLECTIVE AGREEMENT

The Mount Royal Staff Association  
The Board of Governors of Mount Royal University

July 1, 2019 – June 30, 2020



This AGREEMENT made this 19th day of June 2019

between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
of the First Part

and

THE MOUNT ROYAL STAFF ASSOCIATION  
of the Second Part

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## **PREAMBLE**

**The parties recognize that it is in their mutual interests to promote and enhance the working relations between Mount Royal University and the Mount Royal Staff Association based upon the principles of mutual respect and cooperation, and to foster a climate appropriate for the promotion of excellence in Mount Royal University. Mount Royal University and the Mount Royal Staff Association recognize the vital role that each party plays and, therefore, commit themselves to work together towards these principles.**

## ARTICLE 1 DEFINITIONS

- 1.1 **Act:** The Public Service Employee Relations Act.
- 1.2 **Association:** The "Mount Royal Staff Association" sometimes referred to as the "MRSA".
- 1.3 **Association officers:** Members appointed or elected by the membership to hold executive office.
- 1.4 **Averaging Schedule:** A work schedule that allows normal daily and weekly hours of work to be extended up to agreed-to levels, without the payment of overtime, within an established averaging period. Over the duration of the averaging period, hours of work shall equate to thirty-five (35) or thirty-seven and half hours (37.5) per week, as applicable.
- 1.5 **Bargaining unit:** Employees of the University in positions as described in Certificate 4-78 issued by the Public Service Employee Relations Board and consistent with any changes thereto, but excluding those positions which are designated casual.
- 1.6 **Board:** Board of Governors, Mount Royal University.
- 1.7 Intentionally left blank
- 1.8 **Code:** The Employment Standards Code.
- 1.9 **Compassionate Care Benefits - Employment Insurance:** Are Employment Insurance (EI) benefits paid to Employees who have to be away from work temporarily to provide care or support to a family member who is gravely ill and who has a significant risk of death within the period defined by Employment Insurance.
- 1.10 **Day or Working Day:** Is defined as either seven (7) hours or seven and one-half (7.5) hours depending on the Employee group as set out in Article 20.2 (a) or 20.2 (b) and corresponding with Salary Schedule A (7 hours) or Salary Schedule B (7.5 hours).
- Where a full-time Employee is provided with a benefit which is defined as a "Day" or "Working Day," these periods shall be calculated on the basis of either seven (7) or seven and one-half (7.5) hours per day, as applicable. Employees working less than full-time hours either daily or weekly shall have these benefit hours prorated.
- Employees who work **a flexible or a fixed-averaging work schedule** shall not receive a greater benefit than those Employees working a regular seven (7) or seven and one-half (7.5) hour work day.
- 1.11 **Dependent Child:** For purposes of eligibility for education and tuition offerings, an Employee's child or step-child who is less than twenty-five (25) years of age on Sept. 1 for the Fall Semester or Jan. 1 for the Winter Semester and is dependent on the Employee for support. For the purposes of benefits, "dependent" shall be defined by the benefits carrier.
- 1.12 **Emergency:** A serious, unexpected, and often dangerous situation requiring immediate action.
- 1.13 **Employee:** An individual who belongs to the bargaining unit and who is employed in one of the following categories:
- (a) **Full-time Employee** - An individual occupying a position and who works on an established schedule of not less than seven (7) hours per day and not less than thirty-five (35) hours per week.
  - (b) **Part-time Employee** - An individual occupying a position and who works on an established schedule during only part of the normal work day and/or on less than the full number of work days in each week, but not less than fourteen (14) hours per week.
  - (c) **Regular Employee** - An individual occupying a position on either a full-time or part-time basis for year-round employment, and hereinafter referred to as "Regular Full-time Employee" or "Regular Part-time Employee".

- (d) **Continuing Term Employee** - An individual occupying a position on either a full-time or part-time basis for recurring specified periods.
- (e) **Conditionally Funded Term Employee** - An individual occupying a position on either a full-time or part-time basis which is not of a continuing nature **to support research or scholarship projects at the University for a period of up to sixty (60) months and is paid through University research funds or sponsored research funds. Conditionally Funded Term appointments are dependent on the availability of these funds, and as such may end upon the discontinuance of funding. The term may be renewed multiple times without posting of up to sixty (60) months should additional funding become available. In the event the appointment is extended, the Manager/Chair will endeavour to provide as much notice as possible.**

**Please note that Mount Royal University may reduce the length of the term by providing the minimum notice period as set out in Alberta Employment Standards.**

- (f) **Limited Term Employee** – An individual occupying a position not of a continuing nature established for a project or business opportunity on either a full-time or part-time basis, working on a regular schedule for not less than three (3) consecutive months and not more than **thirty-six (36)** consecutive months. If this employment is continued beyond **thirty-six (36)** months, the Employee and position become regular or continuing term. **In the event the appointment is extended, the Manager/Chair will endeavour to provide as much notice as possible.**

**Please note that Mount Royal University may reduce the length of the term by providing the minimum notice period as set out in Alberta Employment Standards.**

**The maximum duration of thirty-six (36) months shall apply to new Limited Term Employee appointments and reappointments commencing three (3) months following the date of ratification of the Collective Agreement. The thirty-six (36) months shall include employment for that Employee and position completed under previous Collective Agreements. The maximum duration of thirty-six (36) months shall apply to all Limited Term Employees fifteen (15) months following the date of ratification of the Collective Agreement.**

- (g) **Replacement Term Employee** – An individual occupying a position either on a full-time or part-time basis due to an incumbent's absence. Such an Employee will work on a regular schedule for a period of not less than three (3) months.
- (h) **Probationary Employee** - A new Employee who is being evaluated related to suitability for a position.
- (i) **Casual Employee** – An individual who:
  - a. works on an on-call basis and does not have regularly scheduled hours; or
  - b. is regularly scheduled either Full-Time or Part-Time (as per Article 1.13) for a period of three (3) months or less for a specific job; or
  - c. is regularly scheduled for weekly hours of work that are less than fourteen (14) hours per week or average less than fourteen (14) hours per week when averaged monthly; and,
  - d. does not exceed nine hundred and ten (910) hours in a twelve (12) month period on an irregular, or non-established, schedule.

1.14 **Essential Services Agreement:** As defined by the Alberta Labour Relations Code, a negotiated set of legislated provisions that sets out how essential services will be provided in the event of a work stoppage, including identifying work functions that constitute essential services, and the classifications and numbers of employees required to work during a strike or lock-out.

1.15 **Extended Family:** Refers to the Employee's aunt, uncle, brother or sister of the Employee's Spouse, and other persons whom the Employee considers to be family as approved at the discretion of the Supervisor/Manager/Chair.

1.16 **Flex Time Agreement:** An agreement between an Employee and Supervisor/Manager/Chair that adjusts daily or

weekly hours worked to provide for flex time on a 1:1 ratio at a regular rate.

- 1.17 **Grievance:** A difference arising as to the interpretation, application or operation of this Collective Agreement; with respect to a contravention or alleged contravention of this Collective Agreement.
- 1.18 **Group Grievance:** A difference arising as to the interpretation, application or operation of this Collective Agreement affecting two (2) or more Employees in the same or similar way, where by a common remedy is requested.
- 1.19 **Immediate Family:** Refers to the Employee and their spouse and their respective parents, step-parents, guardians, *in loco parentis*, grandparents, grandchildren, children, step-children, foster-children, siblings, and step-siblings.
- 1.20 **Inactive Period:** The portion of a year during which a Continuing Term Employee does not work.
- (a) during an inactive period a Continuing Term Employee shall retain the right to return to the position, or comparable position, for which the Employee was employed at the time the inactive period commenced.
  - (b) for the duration of the inactive period, a full-time Continuing Term Employee who was hired after August 15, 2005 and whose inactive period is two (2) months or less, shall:
    - (i) receive their salary over twenty-four (24) pay periods; and
    - (ii) remain enrolled in the applicable benefit plans.
  - (c) for the duration of the inactive period, the following groups of Continuing Term Employees:
    - (i) Continuing Term Employees who were hired prior to August 15, 2005;
    - (ii) Continuing Term Employees whose inactive period is more than two (2) months;
    - (iii) Part-time Continuing Term Employees who work twenty-five (25) hours or more per weekshall have the option of either:
    - (1) receiving their salary over twenty-four (24) pay periods and remaining enrolled in the applicable benefit plans; or
    - (2) receiving their salary during the active period only and being eligible to prepay the entire cost of premiums for the benefit plans identified in Article 28, subject to the regulations of each plan.
  - (d) for the duration of the inactive period, part-time Continuing Term Employees who work twenty-four (24) hours a week or less, will receive their salary during their active period only.
  - (e) for the duration of the inactive period, a Continuing Term Employee shall retain the rights provided in Article 12 (Grievance Procedure).
  - (f) unless indicated otherwise in the Agreement, during the inactive period Continuing Term Employees are entitled only to the rights and privileges of the Agreement as described in (a) and (b) above.
  - (g) the employment of a Continuing Term Employee shall cease and all rights be forfeited when the Employee:
    - (i) resigns or otherwise terminates services by voluntary act; or,
    - (ii) fails to report for work within two days after the end of the inactive period, except where an extension has been requested prior to the expiration of the inactive period and the need for the extension is verified and justified by the Employee and approved by the employer.
  - (h) inactive periods shall not change any Continuing Term Employee's anniversary date.
- 1.21 **Individual Grievance:** A difference arising as to the interpretation, application or operation of this Collective Agreement affecting one (1) Employee.

- 1.22 **Manager:** An individual occupying a position that is classified within the University's management group, and that is excluded from the Mount Royal Staff Association and Mount Royal Faculty Association bargaining units.
- 1.23 **Member:** A person who belongs to the bargaining unit.
- 1.24 **Policy:** The University conducts its business within the framework of Board defined policies. Within this document reference is made to specific policies. All University policies are available through online University resources.
- 1.25 **Policy Grievance:** A dispute brought forward by the Association that an action, failure to act, or refusal to act represents a violation of the Collective Agreement that could affect all members.
- 1.26 **Probationary Period:** The initial period of six (6) months (worked) starting from the date of commencement of any new Employee.
- 1.27 **Promotion:** When an Employee accepts a position with a higher classification than the position currently occupied, this shall be referred to as a promotion.
- 1.28 **Retiring Allowance (also known as Severance Pay):** Is an amount paid to employees for the loss of employment in accordance with Canada Revenue Agency guidelines.
- 1.29 **Spouse:** The person to whom the Employee is legally married, or a partner who has cohabited with the Employee for a minimum of twelve (12) consecutive months, or if there is a relationship of some permanence in which there is a child by birth or adoption.
- 1.30 **Transfer:** When an Employee accepts a position with the same or a lower classification than the position currently occupied, this shall be referred to as a transfer.
- 1.31 **University:** Mount Royal University.

## ARTICLE 2 APPLICATION OF AGREEMENT

- 2.1 Except as otherwise provided within this Agreement, the application of the terms and conditions of this Agreement shall be as follows:
- (a) Regular and Continuing Term Full-time Employees - all the terms and conditions of the Agreement;
  - (b) Regular and Continuing Term Part-time Employees - all the terms and conditions, on a prorata basis where applicable, except that the following Articles shall not apply:
    - (i) Article 27.1 Group Benefit Plans, except for those eligible under terms of the respective group plan (refer to Policies 950-5 and 950-6)
    - (ii) Article 20 Hours of Work
    - (iii) Article 25.4 Call Out Pay
  - (c) Conditionally Funded Term and Limited Term Employees – all the terms and conditions, on a prorata basis where applicable, except that the following shall not apply:
    - (i) Article 14.1
    - (ii) Article 14.2
    - (iii) Article 14.3
    - (iv) Article 14.4

- (v) Article 14.5
- (d) Replacement Term Employees – all the terms and conditions, on a prorata basis where applicable, except all sections of Article 14 shall not apply.
- (e) Conditionally Funded Term, Limited Term and Replacement Term Part-Time Employees – all terms and conditions, on a prorata basis where applicable, except that the following shall not apply:
  - (i) Article 27.1 Group Benefits Plans, except for those eligible under terms of the respective group plan (refer to Policies 950-5 and 950-6)
- (f) Probationary Employees - all the terms and conditions of the Agreement shall apply on a prorata basis where applicable with the following exception:
  - (i) Article 29 Bursaries shall not apply.
- (g) **Casual Employees:**
  - (i) **Only the following Articles shall apply:**

<ul style="list-style-type: none"> <li>1 Definitions</li> <li>2 Application of Agreement</li> <li>3 Term of Agreement</li> <li>4 Negotiations</li> <li>5 Joint Consultation</li> <li>6 Association Recognition and Membership</li> <li>8 Management Rights</li> <li>9 Legislation and the Collective Agreement</li> <li>10 Disciplinary Procedure</li> </ul>	<ul style="list-style-type: none"> <li>11 Dispute Resolution/Grievance Procedure</li> <li>12 Non-Discrimination</li> <li>16 Access to Personnel Records</li> <li>18 Health, Safety and Wellness</li> <li>19 Pre-Placement Medical Examination</li> <li>21 Attendance</li> <li>31 Uniforms</li> <li>36 Personal Information Sharing</li> </ul>
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  - (ii) **A casual employee’s employment may be terminated at Management’s discretion.**
  - (iii) **All other terms and conditions of employment will be in accordance with the Alberta Employment Standards Code.**

**ARTICLE 3 TERM OF AGREEMENT**

- 3.1 This Agreement shall be effective as of the 1<sup>st</sup> day of July 2019 and shall remain in full force and effect until the 30<sup>th</sup> day of June 2020. This Agreement will remain in full force and effect for yearly periods thereafter unless amended or terminated.
- 3.2 Any amendments to this Collective Agreement made during the term of this Agreement shall be effective from the date of such amendment, unless otherwise agreed.

**ARTICLE 4 NEGOTIATIONS**

- 4.1 The Association agrees that during the life of this Agreement there will be no strike, slowdown, or stoppage of work either complete or partial.

The University agrees that there will be no lockout of employees during the life of this agreement.

- 4.2 The Board of Governors, the University and Association endorses the critical importance of the collective bargaining process in the establishment of an operational Collective Agreement. It is jointly recognized the collective bargaining process requires a firm commitment of the members of both negotiating teams and necessitates the allocation of scheduled release time.
- 4.3 Preceding the expiry of the term of the Agreement, either party, the MRSA or Board of Governors, shall, within the second week of January, give written notice to the other party to commence collective bargaining. Such notice is to be sent to the President of the University if served by MRSA, and to the President of MRSA if served by the University.
- 4.4 The notice to commence collective bargaining shall:
- (a) identify the three (3) to five (5) persons, (one of whom, in the case of the Association, must be the Association President), that are current residents of Alberta and have the authority to:
    - (i) bargain collectively,
    - (ii) conclude a collective agreement,
    - (iii) sign a collective agreement; and,
  - (b) be served personally or via email. If the notice is sent electronically, the date of the email shall be treated as the date of notice.
- 4.5 Within fifteen (15) working days of receipt, the other party shall acknowledge in writing receipt of the notice and provide the three (3) to five (5) persons as stipulated in 4.3 (a). If the three (3) to five (5) persons have not been identified, either party may request an extension to providing the names. The request shall not be unreasonably denied.
- 4.6 Notice to commence collective bargaining shall also initiate the following processes:
- (a) Prior to the exchange of interests and the commencement of negotiations, both parties shall engage in Interest-Focused Bargaining training. The cost of the training shall be shared 50/50 between both parties.
  - (b) The Chairs of the Negotiating teams will meet to identify dates for the negotiation meetings to provide the greatest lead time to accommodate the various schedules.
- 4.7 No longer than thirty (30) working days after service of the notice to commence collective bargaining has been issued, the representatives of the Association and the Board will, unless otherwise agreed upon:
- (a) meet and where possible / when appropriate agree upon information to be collected and exchanged prior to the commencement of collective bargaining (chair of each group only),
  - (b) meet to exchange interests and begin to bargain collectively in good faith, and
  - (c) make every reasonable effort to enter into a collective agreement;
  - (d) if neither party proposes a change to a clause in the current Collective Agreement, it will be assumed the clause is not open for negotiation and is to be included in the new Agreement.
- 4.8 Any conclusions reached in the aforementioned negotiations shall, unless otherwise stipulated, be made retroactive to the 1st day of the term of the agreement.
- 4.9 When notice to commence collective bargaining has been served under the applicable legislation governing collective bargaining, this Agreement that applies to the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the Agreement, until
- (a) a new collective agreement is concluded,

(b) the right of the bargaining agent to represent the employees is terminated,

(c) a strike or lockout commences under the applicable legislation governing collective bargaining.

4.10 If the parties are unable to reach agreement, the dispute will be settled in accordance with applicable Provincial legislation.

4.11 If a strike or lockout commences under the applicable legislation governing collective bargaining, this Agreement is deemed to continue to apply under Article 4.9 during that strike or lockout in respect of any designated essential services workers, subject to any changes or permitted changes described in the essential services agreement.

## **ARTICLE 5 JOINT CONSULTATION**

5.1 For the purpose of resolving difficulties and for promotion of harmonious relationships, discussions concerning matters of mutual concern shall take place between designated representatives of the Association and designated representatives of the Board, at the request of either party. Such representatives shall be limited to three (3) in number in each case.

Arrangements for such meetings will be made through the Associate Vice-President, Human Resources or designate. This provision, however, shall not in any way relate to the right of the parties, or persons bound by this Collective Agreement, compelling the adjudication of a difference.

## **ARTICLE 6 ASSOCIATION RECOGNITION AND MEMBERSHIP**

### **6.1 BARGAINING AGENT**

The Board recognizes the Association as the sole and exclusive bargaining agent for all Employees as identified in Article 1.13.

### **6.2 ASSOCIATION MEMBERSHIP AND DUES**

(a) All Employees covered by this Agreement shall become and remain members of the Association as a condition of employment.

(b) The University agrees to deduct the Association's regular monthly membership dues from the pay of each member.

(c) The University shall remit to the Association dues deducted, by the first working day after the fifteenth (15th) calendar day in the month following the month in which the deduction was made. The remittance of deductions shall identify the Employee for whom the deduction was made and the period for which the deduction was made.

(d) The Association shall advise the University, in writing, of any change in the amount of the regular monthly membership dues or specified levies to be deducted from the Employees covered by this Agreement.

Such notice shall be communicated to the University at least twenty (20) days prior to the effective date of the change.

(e) Members of the Association shall authorize deductions of dues. All such deductions shall remain in effect from year to year, unless the Employee no longer holds a MRSA position.

### **6.3 ASSOCIATION REPRESENTATIVES**

(a) The University agrees to recognize Employees who are elected as representatives to act with and on behalf of Employees in discussions with supervisory staff, representatives of the Board as outlined in Article 5, and under the 1, 2, 3 steps of the grievance procedure. A list of the representatives shall be supplied to the

University and the University shall be advised immediately by the Association, in writing, of any change in this list.

- (b) Association representatives are entitled to convene Association meetings on the employer's premises during non-working hours.

#### 6.4 REPRESENTATION

The Mount Royal Staff Association shall have appropriate representation on institution-level committees or bodies which have a strategic focus and would benefit from the input of associations.

#### 6.5 NOTICES AND COMMUNICATION

- (a) Association notices approved and distributed by a designated Association Officer will be shared with the Associate Vice-President, Human Resources or designate.
- (b) The Association may use internal mail and email services for distribution of information to membership.

#### 6.6 EXCLUSIONS

When the University excludes an existing staff position from the bargaining unit, it shall advise the Association in writing within fifteen (15) working days stating the reason(s) for such exclusion. If the Association disagrees with such exclusion, the Association shall submit the matter as a grievance commencing at Step 3 of the grievance procedure.

### **ARTICLE 7 TIME OFF FOR ASSOCIATION OFFICERS AND MEMBERS**

- 7.1 Time off for Association members, without loss of regular earnings, shall be granted upon approval of the responsible Manager. Employees shall consult with Managers and provide as much advance notice as possible when requesting time off to accommodate departmental and University operational requirements. No Employee shall be unduly denied the opportunity to participate in leading or assisting the running of the Association.

After holding Association officer elections, the Association shall notify the department Manager/Chair/Dean and Department of Human Resources no later than July 1<sup>st</sup> who the officers requiring replacement are, and what their designated Association work hours will be each year.

For Association officer appointments made during the year, the MRSA will inform the Employee's Manager/Chair/Dean and Department of Human Resources within thirty (30) days of the appointment.

In all instances listed below in 7.1 and 7.2, when fulfilling Association responsibilities, overtime and accumulation time should not accrue.

If not already granted time off as per 7.2(a) or (b), Time off shall be granted for:

- (a) Joint Consultation - University and Association:
  - (i) Association officers and designated representatives (not to exceed three (3) persons) for time spent meeting with representatives of the University pursuant to Article 5.
- (b) Negotiations Committee:
  - (i) members of the MRSA Negotiating Committee (not to exceed five (5) persons) during negotiation meetings and for the purpose of preparing for negotiation meetings with the Board;
  - (ii) members of the Negotiating Committee shall be granted three (3) hours per week during the eight week period immediately preceding the commencement of the formal negotiation process for the purposes of research and meetings;

- (iii) members shall be granted one (1) hour prior to or after each negotiation meeting for the purpose of preparation; and
  - (iv) members of the MRSA Negotiating Committee are to participate in two (2) days of negotiation skills development prior to the negotiation of a new Collective Agreement (refer to Article 4).
- (c) Employee Relations Committee:
- (i) members of the Labour Relations Committee (up to three (3) persons) to attend one (1) weekly meeting with Human Resources;
  - (ii) a representative for time spent discussing possible grievances with Supervisors and/or representatives of the University; and
  - (iii) the grievor and the representative for time spent discussing grievances with representatives of the University as outlined in Article 11.
- (d) Education, Development and Training Committee:
- (i) members of the Education, Development and Training committee (not to exceed seven (7) persons). In order to administer education, development and training funds, each committee member shall be granted one (1) hour time off with pay per week to provide support to the Association.
- (e) Governance Committee:
- (i) members of the Policy and Procedures committee (not to exceed three (3) persons). In order to write and keep the policies up to date, the committee members shall be granted two (2) hours time off with pay per month to provide support to the Association.
- (f) University-Wide Committees:
- (i) Association members appointed to represent the MRSA on committees where the University and/or MRSA requests representatives (ex, Transportation Advisory Committee).

7.2 In order to allow for the flexibility of Association officers to conduct Association business in a manner conducive to efficient University operations, time off, with pay, shall be granted to Association members who:

- (a) hold the office of President. The President of the Association shall be paid their annual salary and shall be released from the full time (1.0 FTE) departmental duties to conduct Association business.
- (b) hold the office of Vice-President (1 person). This Employee shall be allowed time off with pay equal to one-half (1/2) of the Employee's normal hours of work per month to conduct Association business. In the temporary absence of the President, the Association executive may designate the President's duties and designated time off to conduct Association business to the Vice-President position as the Association deems appropriate; or  
  
hold the office of Vice-President (up to two (2) persons). These Employees shall be allowed time off with pay equal to one-quarter (1/4) of the Employee's normal hours of work per month to conduct Association business. In the temporary absence of the President, the Association executive may designate the President's duties and designated time off to conduct Association business to the Vice-President position as the Association deems appropriate.
- (c) hold the office of Treasurer/Secretary. This Employee shall be allowed time off with pay equal to three and one-half (3 1/2) of the Employee's normal hours of work per week to conduct financial business of the Association.
- (d) hold the office of Director-at-Large (not to exceed eight (8) in number). The Director-at-Large shall be allowed one (1) hour time off with pay per week to provide support to the Association.

- (e) hold the office of representative to the Board of Governors. Time off with pay shall be granted, as needed, to the Association member who represents the MRSA on the Board of Governors of Mount Royal University to attend Board meetings.

7.3 Time off with pay shall be granted up to a total of two and a half (2.5) hours to be used over two meetings to Association members for the purpose of attending the Annual General Meeting and the General Meeting provided these occur during the Employee's normal working hours. The scheduling of these meetings is subject to the operational requirements of the University.

- (a) The MRSA will give the University thirty (30) days written notice of the date and time of their Annual General Meeting and the General Meeting.

7.4 (a) Time off with pay shall be granted as needed to those Association members who fulfil the roles outlined in 7.1 to attend conferences related to negotiations or employee relations.

- (b) Those holding the role(s) of Vice-President(s) shall be granted five (5) days for the purpose of attending conferences.

- (c) Those holding the roles outlined in 7.2(c) or (d) shall be granted two (2) days for the purpose of attending conferences.

## **ARTICLE 8 MANAGEMENT RIGHTS**

8.1 All matters not specifically covered by the provisions of this Agreement are vested exclusively with the Board.

8.2 The Association acknowledges that it shall be the exclusive right of the University to operate and manage its business in all respects, unless otherwise provided for by this Collective Agreement.

8.3 In administering this Agreement, the University shall act in a manner which accounts for operational requirements and will not act in an arbitrary, discriminatory or bad faith manner.

## **ARTICLE 9 LEGISLATION AND THE COLLECTIVE AGREEMENT**

9.1 In the event that any law passed by the Government of Alberta renders null and void, or alters, any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the parties hereto shall promptly meet and attempt to negotiate a substitute for the provision which has been rendered null and void or altered.

## **ARTICLE 10 DISCIPLINARY PROCEDURE**

10.1 The Mount Royal Staff Association is the sole representative of Staff Employees at the University. All Employees are encouraged to seek representation and support from the Mount Royal Staff Association.

- (a) Where alleged misconduct by the Employee is being investigated and/or meetings are being held where discipline could be an outcome, the Employee shall be provided reasonable notice to arrange an Association Representative to attend the meeting if they so choose, while avoiding undue delay.

10.2 The University recognizes the principles of progressive discipline. Where warranted, prior to disciplinary action, non-disciplinary coaching or Letters of Expectation and appropriate follow-up may be provided to an Employee. These may be issued by a Manager/Chair. The purpose of these actions is to ensure Employees have a clear understanding of the University's expectations for their conduct or performance.

### **10.3 INVESTIGATIONS**

- (a) A fair, prompt and confidential initial assessment of allegations shall be conducted by the University to

determine whether or not allegations warrant formal investigation.

- (b) The University shall maintain procedures for the investigation of allegations of misconduct, and shall consult with the Association when it intends to make any contextual changes to such procedures.
- (c) Employees who are the subject of formal investigations shall, prior to the investigation proceeding, receive a letter of intent of formal investigation.
- (d) Unless otherwise stipulated by a licencing body or Provincial Legislation applicable to the position, the investigation of allegations of misconduct will normally be completed within thirty (30) working days of the date that the Manager/Chair knew, or ought reasonably to have become aware, of the occurrence of the matter giving rise to the investigation.
  - (i) The University shall provide the Association with details regarding timing and investigation requirements for any exceptions due to licencing or provincial legislation.
- (e) The University may place an Employee on leave with pay pending an investigation. Such leave may only occur when the nature and seriousness of the allegations warrants the leave with pay. Prior to the commencement of the leave, **the Associate Vice President, Human Resources or designate will provide in writing**, to the Employee and Association, the reason(s) for the leave. This is an administrative leave and is not disciplinary in nature.

#### 10.4 DISCIPLINE PROCESS

- (a) All disciplinary action shall be dealt with by the Employee's Manager/Chair. Input and information pertaining to the disciplinary action, however, will be given by the Employee's Immediate Supervisor who may be a member of the Mount Royal Staff Association.
- (b) The University and Association believe discipline should be administered in a timely and professional manner. Disciplinary action, unless otherwise stipulated under licensing or Provincial Legislation requirements, will normally take place within fifteen (15) working days of the date the Manager/Chair substantiates the allegation that prompted the action, receives an investigation result substantiating an alleged misconduct, or after clear demonstration that non-discipline efforts are unsuccessful.

10.5 Investigation and Discipline time limits may be extended by written agreement of the Association and Human Resources, and shall not be unreasonably denied.

10.6 Subject to Article 14, no Employee shall be dismissed or disciplined except for just cause.

10.7 Unless the University believes that particular circumstances warrant moving to more serious action, up to and including dismissal, the following sequential forms of discipline shall be available when discipline of an employee is warranted:

- (a) Written Reprimand;
- (b) Minor Suspension;
- (c) Suspension;
- (d) Dismissal.

#### 10.8 WRITTEN REPRIMAND

- (a) Within five (5) working days of the discipline meeting with the Employee, a written letter of reprimand shall be provided to the Employee with a copy to the Association.
- (b) The letter shall state the reason(s) for the reprimand and shall include a statement of any remedial action the Employee is required to take.

## 10.9 MINOR SUSPENSION

- (a) Within three (3) working days of the discipline meeting with the Employee, a written letter of suspension shall be provided to the Employee with a copy to the Association.
- (b) The letter shall indicate the effective date of suspension, the length of suspension and reason(s) for such suspension.
- (c) Employees may be suspended without pay for a maximum of five (5) working days.

## 10.10 SUSPENSION

- (a) Within three (3) working days of the discipline meeting with the Employee, a written letter of suspension shall be provided to the Employee with a copy to the Association.
- (b) The letter shall indicate the effective date of suspension, the length of suspension and reason(s) for such suspension.
- (c) Employees may be suspended without pay for a maximum of fifteen (15) working days.

## 10.11 DISMISSAL

- (a) Within three (3) working days of the discipline meeting with the Employee, a written letter of dismissal shall be provided to the Employee with a copy to the Association.
- (b) The letter shall indicate the reason(s) for the dismissal.

10.12 All letters of discipline shall clearly identify the form of discipline in Article 10.7.

10.13 All written letters of discipline shall be placed on the Employee's personnel file held in the Department of Human Resources.

10.14 Failure to provide documentation of disciplinary action within the prescribed time limitations and procedures shall be deemed to indicate abandonment of such disciplinary action as may have been taken and any loss of regular earnings by the Employee shall be paid to the Employee.

10.15 An Employee who has been subject to disciplinary action may, after thirty-six (36) months from the date the disciplinary action was invoked, request the Department of Human Resources to remove the record of the disciplinary action from the Employee's personnel file. Such requests shall be granted:

- (a) providing the Employee's file does not contain any further record of disciplinary action during that thirty-six (36) month period; and/or
- (b) providing the disciplinary action is not the subject of an unresolved grievance; and/or
- (c) providing the removal of the record is not in breach of any University policy; and/or
- (d) unless it is determined by the Associate Vice-President, Human Resources or designate and the President of the MRSA that the nature and/or the severity of the action warrants retention of the record.

## **ARTICLE 11 DISPUTE RESOLUTION/GRIEVANCE PROCESS**

### 11.1 INFORMAL RESOLUTION

Prior to filing a Grievance per Article 11.6, the parties in conflict are encouraged to discuss the matter with a view of resolving the issue informally.

- (a) The maximum informal resolution timeline shall be seven (7) working days from the first date the parties in conflict discuss the matter, unless an extension is mutually agreed to by both parties.
- (b) All parties involved in the process should make notes reflecting dates met, topics discussed, progress, and decisions made.
- (c) At the end of seven (7) working days, if the dispute has not been informally resolved, the Association or University may submit a Grievance per the processes and timelines in Article 11.6, unless an extension to the informal resolution process is mutually agreed to by both parties.
- (d) Prior to or at any point during the informal resolution process, the Employee(s) or Manager/Chair may provide written notice to forego or end the informal resolution process. Either party may initiate a Grievance per Articles 11.2 to 11.6.

11.2 A Grievance may be initiated in one of the following categories and shall not be submitted in multiple categories:

- (a) Individual Grievance,
- (b) Group Grievance, or
- (c) Policy Grievance

11.3 An Employee or group of Employees who believe they have a Grievance are encouraged to consult the Association prior to initiating a Step 1 Grievance.

11.4 Grievances shall commence at Step 1 except in the following circumstances:

- (a) An Individual Grievance regarding termination shall commence at Step 2.
- (b) A Policy Grievance initiated by the Association shall commence at Step 2.
- (c) A Policy Grievance initiated by the University shall be submitted directly to the Association President. The Association President shall acknowledge receipt and provide a written response within ten (10) working days. If the Grievance is not resolved, the University may advance the Grievance to arbitration.

11.5 In the event that an Employee or either party to this Agreement files a complaint to the Alberta Human Rights Commission on the same or substantially the same facts and circumstances as those advanced under any grievance under this Article, the grievance will be deemed withdrawn.

## 11.6 GRIEVANCE

### (a) **Step 1**

(1) In the event of an Individual Grievance, the Association, in consultation with the Employee, shall submit a written Grievance on behalf of the Employee to the Manager/Chair with a copy to Human Resources, outlining the specific Article(s) claimed to have been violated, and the redress sought within ten (10) working days from the date of the alleged violation arising from that defined in Article 1.17 or the conclusion of informal resolution process stipulated in Article 11.1.

(i) The Manager/Chair shall convene a meeting with the Employee within ten (10) working days of receipt of the written Grievance. The Employee shall be provided reasonable notice to arrange an Association Representative to attend the meeting if they so choose, but avoiding undue delay.

(ii) The Employee and Manager/Chair will meet with a view to making reasonable attempts to resolve the Grievance. A written decision from the Manager/Chair, shall be issued within ten (10) working days of the Grievance Meeting to the employee with a copy to the Association and Human Resources.

(2) In the event of a Group Grievance, the Association shall submit a written Grievance to the

affected Manager(s)/Chair(s) with a copy to Human Resources outlining the specific Article(s) claimed to have been violated, the names/signatures of all Employees grieving, and the redress sought within ten (10) working days of the date of the alleged violation arising from that defined in Article 1.17 or informal resolution process stipulated in Article 11.1.

- (i) The Manager/Chair shall convene a meeting with the Employees within ten (10) working days of receipt of the written Grievance. The Employees shall be provided reasonable notice to arrange an Association Representative to attend the meeting if they so choose, but avoiding undue delay.
- (ii) The purpose of this meeting shall be to resolve the difference where possible. A written decision from the Manager/Chair, shall be issued within ten (10) working days of resolving the difference or the Grievance Meeting with a copy to the Association and Human Resources.

(b) **Step 2**

(1) If there is no Grievance resolution at Step 1, the Association in its sole discretion may advance the Grievance in writing to Human Resources within ten (10) working days of the Step 1 written decision.

- (i) Within ten (10) working days of receiving the written Grievance, the Associate Vice-President, Human Resources, or designate, shall arrange to meet with the parties.
- (ii) The purpose of this meeting shall be to resolve the Grievance if/when possible. A written decision from the Associate Vice-President, Human Resources, or designate, shall be issued within ten (10) days of the Grievance meeting to the Employee with a copy to the Association.

(2) In the event of an Individual Grievance arising from termination, an Employee who has successfully satisfied probation may submit a written Grievance through the Association to the Associate Vice-President, Human Resources, or designate, outlining the specific Article(s) claimed to have been violated, and redress sought within ten (10) working days of the termination.

- (i) Within ten (10) working days of receiving the written Grievance, the Associate Vice-President, Human Resources, or designate, shall arrange to meet with the parties.
- (ii) The purpose of this meeting shall be to resolve the difference if/when possible. A written decision from the Associate Vice-President, Human Resources, or designate, shall be issued within ten (10) days of the Grievance meeting to the Association.

(3) In the event of a Policy Grievance, the Association shall submit a written Grievance to Human Resources, outlining the Article(s) claimed to have been violated, and redress sought within ten (10) working days of the date the Association first became aware of or reasonably should have become aware of the act causing the Grievance.

- (i) Within ten (10) working days of receiving the written Grievance, the Associate Vice-President, Human Resources, or designate, shall arrange to meet with the Association representative(s).
- (ii) The purpose of this meeting shall be to resolve the Grievance if/when possible. A written decision from the Associate Vice-President, Human Resources, or designate, shall be issued within ten (10) days of the Grievance meeting to the Association.

(c) **Step 3**

If there is no Grievance resolution at Step 2, the Association in its sole discretion may advance the Grievance to the applicable Vice President(s), with a copy to the President, within ten (10) working days of the Step 2 written decision.

- (i) Within ten (10) working days of receiving the written Grievance, the Vice-President, or designate, shall arrange to meet with the Association representative(s).
- (ii) The purpose of this meeting shall be to resolve the Grievance if/when possible. A written decision from the Vice-President, or designate, with a copy to the President and Human Resources, shall be issued within ten (10) days of the Grievance meeting to the Association.

(d) **Step 4**

If a settlement is not reached at Step 3, the Grievance may be referred to arbitration by either the University or the Association.

- (i) This notification shall be submitted in writing to the other party, within fifteen (15) working days of receipt of the Vice President's written decision.
- (ii) The University and the Association shall attempt to agree upon an arbitrator to hear the matter, and upon agreement, the initiating party shall notify the arbitrator in writing. In the event the University and the Association cannot agree to the appointment of an arbitrator, the Grievance will be referred to arbitration pursuant to the *Public Service Employee Relations Act*.
- (iii) The University and the Association shall bear the cost of arbitration equally.
- (iv) Notwithstanding Article 11.6, an Arbitrator shall have the power to extend all time limits contained within this Article where extenuating circumstances exist.
- (v) An Arbitrator shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.

11.7 The University or the Association may request an extension of the time limits specified in Article 11.6 provided that such extension is requested prior to the expiry of the time allowed. When such extension is requested, it will not be unreasonably denied.

11.8 In the event the Employee or Association fails to comply with any procedures or time limits established by this Article, the dispute or Grievance shall be deemed to be withdrawn.

11.9 If in the opinion of the University and the Association, or the finding of an arbitrator, an Employee has been unjustly terminated, the Employee shall be reinstated in the Employee's former position or an equivalent position without loss of salary and benefits. The Employee shall be compensated for all time lost or by any other arrangement as to compensation which is just and equitable.

## **ARTICLE 12 NON-DISCRIMINATION**

12.1 The Board and the Association are committed to a culture of respect and trust amongst all employees and to a discrimination-free work environment that is compliant with the *Alberta Human Rights Act*. The Board, its representatives, the Association, and our Employees shall not discriminate, or harass, on the grounds of race, colour, ancestry, place of origin, religious or political beliefs, gender, gender identity, gender expression, age, physical or mental disability, marital status, family status, source of income and sexual orientation or membership or activity in

the Association as provided under the terms of this Agreement.

## ARTICLE 13 JOB POSTINGS, PROBATIONARY EMPLOYEES

### 13.1 JOB POSTINGS

Notices outlining details of every available position shall be posted on the Mount Royal University website. Such notices shall be posted for a period of seven (7) calendar days prior to filling the vacancy.

### 13.2 PROBATIONARY EMPLOYEE

In the interest of ensuring a new Employee's suitability for a position, new employees shall be considered probationary employees from the date of commencement and serve a probationary period where the employment may be terminated at any time during the probation period, without recourse to the **Dispute Resolution/Grievance Process** under Article 11.

The probationary period shall be in accordance with the following conditions:

**(a) A minimum probation period of six (6) months worked shall apply upon hire to new Regular Employees, new Continuing Term Employees and all rehired employees who have had a break in service.**

**A minimum probation period of six (6) months worked shall apply to all Conditionally Funded Term Employees, Limited Term Employees, and Replacement Term Employees, unless reappointed to the same position within twelve (12) months of the expiry of their previous appointment in which case they shall not be required to serve a further probationary period.**

(b) To assist the new Employee, the Employee should be given the appropriate training and opportunities for feedback during the probationary period.

(i) On commencement of employment or prior to that date, a new Employee shall be provided with a copy of the position description and/or relevant document regarding expectations of the duties by the Department of Human Resources.

(ii) During the course of a new Employee's probationary period, the Employee shall receive:

(1) Orientation and training specific to the position;

(2) Ongoing performance related feedback; and

(3) Probationary reviews at approximately the three (3) month and six (6) month probationary period. Should probation be extended pursuant to clause (c), the new Employee shall receive a supplementary review at nine (9) months.

(c) If during the probationary period the Employee's performance does not satisfy the level of proficiency expected, providing the Manager/Chair is reasonably satisfied that the Employee may improve his/her proficiency with more guidance, then the probation period may be extended for a further period of three (3) months. The Manager/Chair will provide the Employee written rationale for the extension. The Manager/Chair will provide Human Resources and the Association with a copy of the written rationale.

(d) In exercising (c) above, the University shall make such decision no later than ten (10) working days prior to the expiration of the six (6) month probationary period.

- (e) The Probationary Employee shall be entitled to all terms and conditions contained in this Agreement, except that employment may be terminated by the University at any time during the probation period or any extension thereof without recourse to the **Dispute Resolution /Grievance Process** under Article 11.
- (f) Should an Employee require a leave from the University, or be inactive, the probationary period will be suspended pending the return to full duties. At the discretion of the Manager/Chair, the probationary period may be extended to the equivalent of the missed period. Extensions for periods under 20 working days will be in consultation with Human Resources, and this extension is not withstanding the provision pursuant to clause (c).

## ARTICLE 14 POSITION ABOLISHMENT

- 14.1 (a) In the event that any position in the bargaining unit is abolished, the University shall provide to the Employee a payment for all vacation benefits accrued and a payment in respect of loss of employment of three (3) weeks of salary for each year of completed service, calculated to the nearest month, to a maximum payment of 52 weeks of salary. A partial month worked shall be counted as a full month for the purposes of determining completed service.

**An employee who has completed fifteen (15) years of service at the time of abolishment will receive an additional three (3) weeks of salary added to the standard calculation, increasing the maximum payment up to 55 weeks of salary.**

For clarification, a week's salary is calculated based on hours per week x hourly rate. Each month or partial month worked shall be calculated as 1/12. For example, an Employee who has completed 5 years, 4 months and 3 weeks of service shall be paid as follows:

$$5 \text{ years of service} + 5/12 \text{ years of service} = 5.42 \text{ years of service}$$

$$5.42 \text{ years of service} \times 3 \text{ weeks} = 16.26 \text{ weeks of salary}$$

- (b) When the Employee has completed one (1) year of service or less, the payment shall be equal to three (3) weeks of salary.
  - (c) Upon mutual agreement between the Employee and their manager, any portion of the above weeks of salary provided may be used as notice in lieu of salary. As per Canada Revenue Agency, legislated lieu of notice shall be treated as employment income. Monies in excess of legislated lieu of notice, paid in respect to loss of employment, will qualify as a retiring allowance.
- 14.2 When a position, having the same job functions and classification as another position and supervised by the same person is to be abolished, the following factors shall be considered:
- (a) Employee category as per Article 1.13, and
  - (b) Employee qualifications and competence.
- 14.3 When these factors are determined to be relatively equal by the University, and when doing so will not result in a significant risk of harm to the University (for example: integrity of financial or institutional data or to the safety and well-being of Employees and students within the Mount Royal Community) the Employees shall be so notified. The position to be abolished shall be the one occupied by the Employee with the shortest length of continuing service with the University, unless another Employee volunteers in writing to have their position abolished, and the University agrees to abolish that position. The University in making all determinations shall act in good faith.
- 14.4 To assist in the development of employment related skills and increase the employment potential of individuals whose positions have been abolished, Mount Royal University will provide access to most credit and non-credit programs, courses, workshops and student services offered by Mount Royal University according to the applicable policy.
- 14.5 Former Employees whose positions have been abolished:

- (a) shall be provided with information and training on how to maximize employment opportunities within the Association at Mount Royal University;
- (b) and who have formally applied for a position within the bargaining unit, may request that the Association inform the hiring manager that they would like to be considered for the position.

14.6 In the event that a position in the bargaining unit is abolished and the former Employee is subsequently rehired by the University within a twelve (12) month period following abolishment, previous employment with the University will be considered for the purpose of establishing vacation entitlement and eligibility for a long service award. With respect to grid placement, previous employment with the University will also be considered.

14.7 At the time of position abolishment, the University will notify the Association and provide a written rationale for the decision.

## **ARTICLE 15 PERFORMANCE EVALUATIONS**

Performance evaluation is a process involving ongoing two-way communication between an Employee and their Supervisor/Manager/Chair that clearly identifies the performance and professional development needed to achieve institutional, departmental and individual goals.

15.1 The evaluation shall be based on, at least,

- a. Performance related feedback from the previous year's performance, goals and objectives,
- b. Reference to any service contributions (as outlined in Article 37),
- c. Identification of training and development needs, and
- d. Enhancement of Employee performance and professional development through established goals, objectives and service contributions for the coming year.

15.2 **Employees shall receive a written performance evaluation:**

- a. At the mid-point and end of the probationary period for new Employees,
- b. On or before their anniversary date

15.3 A meeting shall take place between the Employee and their Supervisor/Manager/Chair, during which the employee will be afforded the opportunity to review and respond to the evaluation. The Employee may respond in writing and their comments will be included in the final version of the evaluation. Both parties shall sign the evaluation as acknowledgement of having read the evaluation; however, the Employee signature is not an acknowledgement of agreement with all components of the evaluation.

15.4 The Employee shall be given a copy of the signed evaluation. The original evaluation form, with signatures as described in Clause 15.3 will be forwarded to the Department of Human Resources for inclusion in the Employee's personnel file.

15.5 An unsatisfactory performance evaluation may result in an annual increment being withheld (see Article 25.5 (c)).

## **ARTICLE 16 ACCESS TO PERSONNEL RECORDS**

16.1 Employees in the bargaining unit shall, upon appointment, have access to their personnel records and shall, upon request, be provided with copies of material contained in such records. Only factual information shall be corrected if inaccurate. Access shall be granted to an authorized designate of the MRSA Executive with written approval of the Employee.

## **ARTICLE 17 POSITION DESCRIPTIONS AND CLASSIFICATION LEVEL & REPORTING**

### **17.1 POSITION DESCRIPTIONS**

The process of keeping Position Descriptions current is a shared responsibility between the Employer and Employee. No major changes to position descriptions should be made without consulting with the position incumbent(s).

- (a) Upon commencement of employment with the University, Employees will be given a copy of their Position Description or description of roles and responsibilities. When a description of roles and responsibilities is provided, a finalized Position Description will be made available within thirty (30) working days of commencement of employment.
- (b) At any time, Employees may request, and be given, a copy of their Position Description or may request a copy of any Position Description within the Association.
- (c) Employees may request a review of their Position Description if it has not been updated for a period of five (5) years or significant changes have taken place. The Manager/Chair in consultation with the incumbent(s), may complete and submit a reviewed Position Description.
- (d) Upon mutual agreement by the Employee and Manager/Chair to update the Position Description, the finalized Position Description will be submitted to Human Resources within ninety (90) calendar days.

### **17.2 CLASSIFICATION LEVEL & REPORTING**

- (a) The University may create new classification levels or alter existing classification levels in Appendix II and set corresponding pay grids during the term of this Agreement and shall notify the Association in writing of any such change within fifteen (15) working days of the change, stating the reasons. Should the Association disagree with the classification level creation/alteration regarding Appendix II and the corresponding salary scale set, the Association may within fifteen (15) working days of the date of receipt of such notification, submit the matter as a Grievance commencing at Step 3.
- (b) The University shall provide a list of all new and existing bargaining unit positions reviewed by Human Resources or the Position Classification Review Committee and their corresponding position classification outcomes for the quarterly periods ending March, June, September, and December of each calendar year.
- (c) The Employee can access the applicable classification policies and procedures online or upon request, from the department of Human Resources.
- (d) Refer to Appendix I for information regarding Position Classification.

## **ARTICLE 18 HEALTH, SAFETY AND WELLNESS**

### **18.1 HEALTH AND SAFETY**

- (a) The University and the Association agree to make reasonable and proper provisions for the maintenance of high standards of the psychological health and physical safety of employees in the work place, while ensuring compliance with relevant legislation.
- (b) Where the nature of the work or working conditions so require, Employees shall be supplied, at the employer's expense, with all necessary tools, protective clothing, safety footwear, safety equipment, and other protective devices and shall be maintained and replaced, when necessary. The department will set the standard for required protective clothing, tools, and safety equipment. Items other than the standard supplied clothing and equipment may be considered for compensation by the department provided a medical condition exists and it is supported by a medical assessment and an internal review of the particular circumstances completed by the

University. Depending on the clothing and/or equipment requested, costs above the amount set by the department may be the responsibility of the Employee.

- (c) No Employee shall be disciplined or discharged for refusal to work on a job; or in any work place; or to operate any equipment when the Employee believes that it would be unsafe to do so, or when the employee lacks the required training to complete the task in a safe manner.

## 18.2 SAFETY COMMITTEE

Health and Safety is a shared responsibility between the University and all Employees. The University and the Employee have the duty to identify, evaluate, and take corrective action regarding conditions or activities that may have adverse effects on an Employee's health or safety. The University must involve Employees in the process of risk identification and creating recommendations for health and safety management. In order to **help** achieve these objectives, the University and the Association agree to participate in **the MRU Joint Occupational Health and Safety Committee in accordance with the Alberta Occupational Health and Safety Act.**

## 18.3 WORKERS' COMPENSATION

- (a) If an Employee sustains an injury in the course of the Employee's duties and is eligible for Workers' Compensation, the Employee shall continue to be paid at full salary with no reduction in the Employee's sick leave entitlement. If the claim is approved by the Workers' Compensation Board, the Employee shall be paid their regular full salary during the period they are required to remain off work up to sixty-five (65) working days.
- (b) If the Employee has not returned to work due to injury before the sixty-five (65) day period has expired, they shall then be paid according to the rate prescribed by the Workers' Compensation Act.

## ARTICLE 19 PRE-PLACEMENT MEDICAL EXAMINATION

- 19.1 Successful job applicants may be required to undergo a pre-placement medical examination in order to determine whether they are medically fit to perform essential components of the position. In such instances, the exam will be completed at the University's expense and the University shall pre-approve the examining physician. Employment offers shall be contingent upon successfully passing this pre-placement medical examination.

## ARTICLE 20 HOURS OF WORK

- 20.1 The normal work week for Employees will consist of five (5) consecutive days and will normally include two (2) consecutive days off.
- 20.2 The normal hours of work for the purpose of determining pay, benefits, and overtime shall be:
  - (a) thirty-five (35) hours per week, seven (7) working hours per day scheduled; or
  - (b) thirty-seven and one half (37 ½) hours per week, seven and one half (7 ½) working hours per day scheduled; or
  - (c) equivalent of Article 20.2(a) or Article 20.2(b) on a biweekly or monthly to a maximum of twelve (12) weeks in departments where the operational or service requirements differ from those outlined in Article 20.1, Article 20.2(a) and Article 20.2(b).
- 20.3 The Association and University may enter into a fixed Averaging Schedule for a group of employees in a defined work unit. An averaging schedule shall be set out in writing between the Manager/Chair and the Association, which may be revised from time to time during the life of the Collective Agreement. The process for establishing or revising an Averaging Schedule for a defined work unit shall be as follows:

- (a) The Manager/Chair of the work unit shall notify the Association of their desire to establish an Averaging Schedule and provide details of this proposal. In consultation between the Manager/Chair and Association, the parties will agree on a proposal that will be presented to the defined Employee group.
  - (b) A majority of eligible Employees within the defined work unit, the Manager/Chair, and the Association must be in agreement with the proposed Averaging Schedule. The Manager/Chair, Employees and Association will determine the eligibility of Employees for voting purposes and the mechanism to be used at the time of voting. The proposed Averaging Schedule shall be submitted to employees in the defined Employee group for consideration at least three (3) business days prior to the vote. If majority support for the Averaging Schedule is not received, the Department will revert to a work schedule as per Article 20.2(a) or 20.2(b).
  - (c) If a department's Employees or a work unit within a department are working pursuant to an approved Averaging Schedule, the weekly number of hours and days of work may be averaged over a twelve (12) week period without payment of overtime, provided that the total hours worked over the period to which averaging applies does not exceed the total normal hours for that period.
  - (d) Either the Manager/Chair or work unit Employees (with a majority) or the Association may request to amend or end an Averaging Schedule following sixty (60) days written notice. The Association shall submit the request on behalf of the work unit Employees to the Manager/Chair.
  - (e) Following the ratification of a new Collective Agreement and within six (6) months, the Manager/Chair and the Association will review and renew, amend, or end all existing Averaging Schedules, as per subsection (a) above. It will be the intent of the parties to avoid disruptions to existing schedules wherever reasonably possible.
  - (f) Employees working according to an Averaging Schedule will receive benefits and entitlements that are expressed in terms of daily or weekly entitlements, converted to produce the equivalent hours of benefits and entitlements, as they would have had if the work week had not been modified. This will result in no loss or gain in Employee benefits and entitlements.
- 20.4 The maximum hours of work that an Employee may be scheduled to work in a day is twelve (12) hours, unless an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur. If hours of work have to be extended, they are to be increased only to the extent necessary to avoid serious interference with the ordinary working of the business, undertaking or other activity.
- 20.5 The daily hours of work will run consecutively except that at approximately the midpoint in the work day, a meal period of not less than one half (1/2) hour, nor more than one hour shall be granted to Employees. A meal period will not be considered paid working time.
- (a) Employees working in departments that require response to imminent situations over the lunch period will be provided with a meal period of 30 minutes which will be considered paid working time. The University will notify the Association in writing annually on July 1 of any applicable departments.
- 20.6 A rest period of fifteen (15) minutes shall be permitted during each one half working day of not less than three and one half (3 1/2) hours duration and shall be considered paid working time. Two fifteen (15) minute rest periods may be combined to one (1) rest period of thirty (30) minutes during each working day of not less than seven (7) hours with approval of the supervisor. Unless mutually agreed between the Supervisor/Manager/Chair and Employee, rest periods cannot be used to shorten the work day and may not normally be taken immediately before or after the lunch break.
- 20.7 Employees shall have not less than ten (10) hours off between work periods except in the case of overtime or as otherwise mutually agreed.

## 20.8 REQUIRED CHANGES IN SCHEDULE (TEMPORARY OR ONGOING)

- (a) When the University requires a temporary change in an Employee's scheduled shift, in excess of one (1) hour, the Manager/Chair shall advise the Employee in writing with a copy to the Association, a minimum of fourteen (14) calendar days' notice. Temporary changes in working schedules shall not exceed fourteen (14) calendar days in duration.
- (b) A temporary change in schedule implemented to meet the operational requirements is not intended to increase or decrease eligibility for overtime and or other benefits provided by this Collective Agreement. The intent of this provision is to not be used consecutively or repeatedly.
- (c) When schedule changes are needed to meet operational and/or service requirements, the Manager/Chair shall advise the Employee in writing with a copy to the Association, a minimum of thirty (30) calendar days in advance of an ongoing change in schedule and the reasons for the schedule change.
- (d) The notice period(s) above may be waived if mutually agreed upon by the Manager/Chair and the Employee, and the Association will be notified.
- (e) When an emergency arises, the University may make temporary changes as required without advanced notice to the Employee. Such changes shall not remain in effect for more than fourteen (14) calendar days. This provision shall not be used repeatedly so as to circumvent the requirement for notice given under this Article.
- (f) When the University requires that an Employee's regular work days be changed to Saturday and/or Sunday, such an Employee shall be eligible for the weekend premium as per Article 25.1.

## 20.9 FLEXIBLE WORK SCHEDULE

- (a) Flexible Work Schedule is an agreement that can be initiated by the Employee which permits adjustment of daily or weekly hours worked providing for greater work flexibility. All requests will take into consideration the needs of the University and/or the Department and the desires of the Employee.
  - (i) An Employee whose Flexible Work Schedule is approved resulting in work hours in excess of the Employee's normal working day, not to exceed eight (8) hours in a day and forty-four (44) hours in a week, shall receive an equal amount of flex time off pursuant to the approved schedule arranged with the Supervisor/Manager/Chair.
- (b) An Employee cannot accumulate any 'earned flex time' unless the Employee works the minimum regularly scheduled hours in that day.
- (c) An Employee who requests a Flexible Work Schedule resulting in work hours on a weekend or week day between 4:30 p.m. and 6:00 a.m. shall not be eligible for Weekend Premium or Shift Differential.
- (d) When an operational unit already practices the use of Flexible Work Schedules, the Manager/Chair will discuss eligibility for, and use of, Flexible Work Schedules with new Employees. While all Employee requests will be considered, operational requirements may limit the number and type of Flexible Work Schedules arrangements in any department/unit/area.
- (e) Flexible Work Schedules must satisfy Alberta Employment Standards requirements and may include:
  - (i) A work schedule that provides additional time worked each day over a set period resulting in regularly scheduled equivalent "earned flex time";

- (ii) A work schedule that provides additional time worked irregularly or periodically that may be accrued resulting in “earned flex time”;
  - (iii) A work schedule that operates on a seasonal, sessional, or other time duration basis as defined by the parties;
  - (iv) A work schedule that provides employees with a daily and/or weekly range of hours and/or days between which employees would have some flexibility in scheduling their own work day and/or work week according to criteria agreed to by the parties.
- (f) When an Employee and their Supervisor/Manager/Chair develop a Flexible Work Schedule that maintains or improves the level of service as well as providing benefits to the quality of work/life balance of the Employee, consideration must be given to the following:
- (i) Customer service/needs of the public;
  - (ii) Operational requirements;
  - (iii) The potential for reduction in childcare costs;
  - (iv) Greater flexibility in work location/working from home;
  - (v) Greater coverage of the work day by employees ‘on shift’;
  - (vi) Impact on work flow;
  - (vii) Interdependency of work units;
  - (viii) Relative costs of the forms of work schedule.
- (g) Flexible Work Schedule arrangements should be regularly reviewed to determine if the arrangement is still viable for the Employee and still meets the operational and/or service requirements of the unit. Either party may change or terminate a Flexible Work Schedule with notice of thirty (30) calendar days or sooner with mutual agreement.
- (h) The terms of the Flexible Work Schedule arrangement will not result in a reduction in salary or benefits to the Employee.
- (i) Overtime entitlements, and other benefits provided by this Collective Agreement shall be adjusted consistent with the variations in hours of work so as not to increase or decrease eligibility for same.

## **ARTICLE 21 ATTENDANCE**

21.1 An Employee who is unable to report for duty shall communicate daily with the Employee’s immediate supervisor two (2) hours prior to the time the Employee was to report for work, or as soon as reasonably possible. In the case of the Department of Security Services, evening or night shift, to the supervisor at least two (2) hours prior to the commencement of the shift.

## **ARTICLE 22 MEDICAL LEAVE**

- (a) General Conditions
  - (i) Any illness or injury which causes an Employee to be absent from duty, but does not include injury due to accidents covered by Workers’ Compensation.
  - (ii) An Employee who is unable to report for duty due to illness is required to inform the Employee’s immediate supervisor two (2) hours prior to the time the Employee was to report for work, or as soon as reasonably possible. Failure to do so may be considered Leave of Absence without pay.
  - (iii) All doctors’ certificates and/or Medical Assessment forms must be submitted directly to the

Department of Human Resources.

- (iv) If the absences are due to illness of five (5) or less consecutive working days duration, but are persistent in nature, the University may require the Employee to provide a completed Mount Royal University Medical Assessment form in reference to such absences.
  - (v) Employees may be required to supply a doctor's certificate and/or a completed Mount Royal University Medical Assessment form certifying they are medically fit to return to work.
- (b) Sick Time
- (i) Any illness which causes an Employee to be absent from duty for a period of five (5) consecutive working days or less.
  - (ii) Absence with pay due to illness shall be calculated on the basis of one (1) day for each month worked, to a maximum of twelve (12) working days each calendar year. Prorating will occur as per Article 2.
  - (iii) If an Employee uses their total sick time allocation, the Employee is not eligible for further paid sick time for that year. Any further sick time taken during that year **shall** be regarded as Leave of Absence without pay.
  - (iv) Sick time allocation applies only to days which an Employee would normally be scheduled to work.
- (c) **Short Term Disability**
- (i) Any illness which causes an Employee to be absent from duty for a period of six (6) consecutive working days or more, and up to a maximum of sixty-five (65) working days.
  - (ii) An Employee must submit to the Department of Human Resources a detailed medical doctor's certificate and/or Mount Royal University Medical Assessment form, and shall do so, as soon as possible but no later than ten (10) working days after any illness of six (6) consecutive working days or more. Failure to do so shall result in the Employee being considered to be on Leave of Absence without pay for the duration of the absence. Once the detailed medical doctor's certificate and/or Mount Royal University Medical Assessment form has been received by the Department of Human Resources, the Leave of Absence without pay, as indicated above, will be reimbursed. This information will be provided in confidence as per the Freedom of Information and Protection of Privacy Act to a representative of the Department of Human Resources.
  - (iii) Employees shall be required to supply a doctor's certificate and/or Mount Royal University Medical Assessment form certifying they are medically fit to return to work.
  - (iv) In order to prevent any delay in receiving Long Term Disability benefits, if eligible, Employees who have been absent from work for a period of thirty-five (35) working days and who are receiving **Short Term Disability** pay must submit the appropriate Long Term Disability forms to the Long Term Disability carrier.
  - (v) Leave with pay due to **Short Term Disability** shall be for a maximum of sixty-five (65) working days, inclusive of paid holidays. An Employee who returns to work from **Short Term Disability** and who is able to perform all the duties of their position without modifications, restrictions or limitations, and who within thirty (30) calendar days is absent on account of the same or related illness shall have the two absences treated as one absence for the purposes of eligibility for **Short Term Disability** and Long-Term Disability. In the case of a new illness, the sixty-five (65) working days of **Short Term Disability** will be reinstated immediately.
  - (vi) When a day designated as a Paid Holiday under Article 24.2 falls within a period of **Short Term Disability**, it shall be counted as a day of **Short Term Disability** as applicable and the Employee will not be entitled to both **Short Term Disability** and Paid Holiday benefits for the same day.
  - (vii) Benefits will continue for the duration of **Short Term Disability** leave.

- (d) Long Term Disability
  - (i) Upon approval of the Benefits Carrier, Long Term Disability means any illness which causes an Employee to be absent from work for longer than sixty-five (65) working days.
  - (ii) After the sixty-five (65) working days **Short Term Disability** entitlement has expired, the Employee will commence on Long-Term Disability upon approval of the Benefits Carrier. The Employee will remain on Long Term Disability subject to the provisions of the Benefits Carrier.
  - (iii) Employees who have been receiving Long Term Disability payments for a period of two (2) years will not be guaranteed return to their original position should they become able to return to work. Every reasonable effort will be made to place the Employee in an equivalent position.
  - (iv) Annual vacation will not accrue while on Long Term Disability.
- (e) Employee Medical and Dental Appointments

Time off for Employees to attend medical, dental or eye appointments shall be granted providing the following conditions are met:

- (i) **Employees require prior authorization by their Manager/Chair for paid medical appointment leave up to the limits specified. Appointments shall be scheduled to least interfere with the employee's regular hours of work. Additional paid medical appointment leave is available by request for approved medical accommodation through Human Resources' Ability Management office. Such authorization will not be unreasonably denied.**
- (ii) **Time off with pay to attend medical, dental and eye appointments which cannot be scheduled outside of regular working hours shall be granted to employees who are eligible to accrue sick leave entitlement as follows:**
  - 1. **Up to two and one half (2.5) consecutive hours in a day.**
  - 2. **Up to eighteen (18) hours annually.**
  - 3. **Part time Employees are expected to schedule medical appointments outside their regular working hours when possible.**
- (iii) **Time off for individual appointments in excess of two and a half (2.5) hours shall be charged against an Employee's Sick Leave benefit.**

## ARTICLE 23 LEAVES FROM THE UNIVERSITY

### 23.1 MATERNITY, PARENTAL AND ADOPTION LEAVES

An Employee who has completed one (1) year of continuous service with Mount Royal University may apply for a Maternity Leave and/or Parental Leave in accordance with the provisions of the Employment Standards Code and Regulations except as otherwise provided below.

- (a) Maternity Leave
  - (i) The Employee who intends to take maternity leave shall provide their Manager/Chair and Human Resources at least six (6) weeks' notice in writing of the expected date of delivery of the child, specifying the proposed duration of leave.
  - (ii) The maternity leave may commence up to twelve (12) weeks immediately before the estimated date of delivery.
  - (iii) An Employee taking maternity leave shall be eligible to receive benefits in accordance with the

University's Supplementary Unemployment Benefit (SUB) Plan. The SUB Plan supplements Employment Insurance (EI) benefits during the maternity leave.

- (iv) The parties acknowledge that subject to the requirements of Employment and Social Development Canada, the Supplemental Employment Insurance Benefit Plan ("SUB" plan) shall remain in effect for the duration of this Agreement.
  - (v) In order to be eligible to receive benefits under the University's SUB Plan, an Employee must:
    - be eligible for a maternity leave in accordance with statement in 23.1 above;
    - commence maternity leave prior to or on the date of delivery;
    - apply for and be eligible for Employment Insurance benefits.
  - (vi) The period of eligibility for the SUB Plan is seventeen (17) weeks.
    - a. The SUB Plan provides:
      - ninety-five (95) percent of the Employee's regular salary during the waiting period; and
      - ninety-five (95) percent of the Employee's regular salary minus any EI benefits for the remaining weeks to a maximum of seventeen (17) weeks; and
      - the calculation will be based on an Employee taking a twelve (12) month leave.
    - b. Changes made to the maternity leave program by Service Canada will be reflected in the University's Maternity Leave Policy.
    - c. The total amount of the SUB plan payments will be divided evenly over the pay periods during the 17 week period.
  - (vii) An Employee who commences maternity leave may continue all benefits they are enrolled in prior to the leave subject to the provisions of the Carrier during her maternity leave. The payment of benefit premiums shall be shared between the Board and Employee as per Article 27.1(c), Article 27.1(d), and Article 27.1(e).
  - (viii) An Employee granted leave without pay for maternity reasons pursuant to the statement in 23.1 shall be returned to the Employee's former position or be placed in a comparable position for which the Employee is qualified provided that the Employee indicates intention to return to work by notifying the University four (4) weeks before the intended date of return.
  - (ix) Service with the University continues to accrue for the duration of the maternity leave, up to a maximum of one (1) year, for the purposes of vacation entitlement and Employee award only. Employees do not accrue actual vacation hours while on maternity leave from the University.
- (b) Parental Leave

An Employee who is not eligible for maternity leave as described above and who has completed one (1) year of continuous service at the time of application shall be granted leave per the provisions of the Employment Standards Code and Regulations, except as otherwise listed below, providing such leave is completed by the end of the 52<sup>nd</sup> week following the birth of the child.

- (i) The Employee who intends to take parental leave shall provide proof of the birth of the child and shall give their Manager/Chair and Human Resources at least six (6) weeks' notice in writing of the expected day on which the leave is to commence, specifying the proposed duration of leave.
- (ii) In the case of an Employee who is not the birth mother, s/he shall be entitled to parental leave pursuant to the statement in Article 23.1.
- (iii) An Employee who commences parental leave may continue all benefits they are enrolled in prior to the leave subject to the provisions of the Benefits Carrier during their parental leave. The

payment of benefit premiums shall be shared between the Board and the Employee as per Article 27.1(c), Article 27.1(d), and Article 27.1(e).

- (iv) An Employee granted leave without pay for parental reasons shall be returned to the Employee's former position or be placed in a comparable position for which the Employee is qualified provided that the Employee indicates intention to return to work by notifying the University four (4) weeks before the intended date of return.
- (v) Service with the University continues to accrue for the duration of the parental leave, up to a maximum of one (1) year, for the purposes of vacation entitlement and Employee award only. Employees do not accrue actual vacation hours while on parental leave from the University.
- (vi) For Employees who are parents of the same child and both are employed by Mount Royal University, only one parental leave shall be granted and may be shared by both parents.
- (vii) An Employee shall be granted two (2) days leave with pay to attend to the Employee's spouse in the event of the birth of their child.

(c) Adoption Leave

An Employee who has completed one (1) year of continuous service, shall be granted leave per the provisions of the Employment Standards Code and Regulations, except as otherwise listed below, providing such leave is completed by the end of the 52nd week following the date of the child's placement.

- (i) The Employee who intends to take adoption leave shall provide proof of the adoption, and when possible provide their Manager/Chair and Human Resources six (6) weeks' notice in writing of the expected day on which the leave is to commence, specifying the proposed duration of leave.
- (ii) An Employee taking parental leave as an adoptive parent may be eligible to receive benefits in accordance with the University's Supplementary Unemployment Benefit (SUB) Plan. The SUB Plan supplements Employment Insurance (EI) benefits during the leave of absence period due to adoption.
- (iii) The parties acknowledge that subject to the requirements of Employment and Social Development Canada, the Supplemental Employment Insurance Benefit Plan ("SUB" plan) shall remain in effect for the duration of this Agreement.
- (iv) In order to be eligible to receive benefits under the SUB Plan, an Employee must:
  - be eligible for a parental leave in accordance with Article 23.1;
  - commence the parental leave prior to or on the date of placement of the child;
  - apply for and be eligible for Employment Insurance benefits.

The period of eligibility for the SUB plan is in accordance with Article 23.1(a)(v).

- (v) An Employee who commences parental leave for adoption shall continue all benefits they are enrolled in prior to the leave subject to the provisions of the Benefits Carrier during their adoption leave. The payment of benefit premiums shall be shared between the Board and the Employee as per Article 27.1(c), Article 27.1(d), and Article 27.1(e).
- (vi) An Employee granted leave without pay for adoption reasons shall be returned to the Employee's former position or be placed in a comparable position for which the Employee is qualified provided that the Employee indicates intention to return to work by notifying the University four (4) weeks before the intended date of return.
- (vii) If both parents of an adoptive child are employed by Mount Royal University, only one adoption leave and SUB shall be granted and may be shared by both parents.
- (viii) Service with the University continues to accrue for the duration of the adoption leave, up to a

maximum of one (1) year, for the purposes of vacation entitlement and Employee award only. Employees do not accrue actual vacation hours while on adoption leave from the University.

- (ix) An Employee who does not take adoption leave shall be granted up to two (2) working days leave with pay to be present at the proceedings for the adoption of the child.

## 23.2 COMPASSIONATE CARE BENEFITS – EMPLOYMENT INSURANCE

- (a) Employees who qualify for Compassionate Care Benefits and are subject to the waiting period pursuant to the provisions of the Employment Insurance Compassionate Care Benefits plan shall be entitled to the following:
  - (i) The University shall pay ninety-five (95) percent of the Employee's regular salary during the waiting period immediately prior to the date the Employee receives Employment Insurance benefits.
- (b) Employees who are absent from their position while on the Employment Insurance Compassionate Care Benefit plan shall retain their right to return to their position either before or at the expiry of the Employment Insurance defined period, provided the Employee's term has not expired.

## 23.3 LEAVE WITH PAY

- (a) Bereavement Leave
  - (i) In the event of a death in an Employee's Immediate Family or Extended Family, the Employee shall be granted bereavement leave with pay for a period of seven consecutive (7) working days, inclusive of travel.
  - (ii) If the death occurs during a period of vacation, the Employee shall be allowed Bereavement Leave as described above and vacation shall be credited accordingly.
  - (iii) Employees shall be granted leave not to exceed one half ( $\frac{1}{2}$ ) day without loss of pay to attend a funeral of persons other than those specified in Clause (a)(i), upon approval of the immediate supervisor.
- (b) Special Leave
  - (i) The annual leave specified for each circumstance below shall not be exceeded, and the total cumulative days of Special Leave will not exceed six (6) working days per calendar year. Special Leave will be pro-rated for Part-time Employees and will not be carried forward or paid out.
  - (ii) Special Leave may be approved by the Supervisor/Manager/Chair without loss of pay for an Employee who requires time off work under the following circumstances; no reasonable request shall be denied by the Supervisor/Manager/Chair:
    - (1) Immediate Family Matters or Domestic Emergencies, not to exceed six (6) days in total, defined as:
      - (a) taking an Immediate Family member to medical, dental, optical or other such appointments; or
      - (b) illness of an Immediate Family member; or
      - (c) unforeseen matters which require the presence of the Employee to care for an Immediate Family member who cannot care for themselves; or
      - (d) unforeseen matters which require the presence of the Employee to attend to a Domestic Emergency/Crisis.

(2) The following matters, not to exceed two (2) working days in total per circumstance:

- (a) Birth or Adoption (additional days); or
- (b) Household Disaster Conditions; or
- (c) Legal Proceedings; or
- (d) Change of Domicile; or
- (e) Employee Exams and/or Graduation; or
- (f) an unforeseen emergency or circumstance with approval of the Supervisor/Manager/Chair

(iii) Additional leave may be granted related to any of the circumstances listed above at the discretion of the Manager/Chair.

To accommodate a request for additional leave for any of the above, a short-term Modified or Flexible Hours of Work arrangement, as specified in Article 20.8 or 20.9 or a Leave of Absence without Pay, as specified in Article 23.4, may be arranged with mutual consent of the Employee and the Manager/Chair.

(c) Personal Leave

- (i) Each calendar year an Employee shall be granted two (2) Personal Leave days with pay for discretionary use by the Employee for situations that are not covered elsewhere in this Agreement. Personal Leave will be pro-rated for Part-time Employees.
- (ii) Personal Leave day(s) will be allotted January 1. Personal Leave days must be used in the same calendar year as they will not be carried forward or paid out.
- (iii) Personal Leave days shall be reduced to one (1) day for Employees starting on or after July 1.
- (iv) Personal Leave days will not be allotted to Employees starting on or after December 1 of the current year.
- (v) Personal Leave days must be mutually agreed by the Employee and the Manager/Supervisor/Chair and scheduled in advance. Such requests shall not be unreasonably denied.

(d) Attendance at Court Proceedings

An Employee summoned to appear as a witness during court proceedings or to serve jury duty shall be allowed leave with pay but any fee received shall be paid to the University.

#### 23.4 LEAVE OF ABSENCE WITHOUT PAY

(a) Leave of Absence may be approved without pay.

- (i) A Leave of Absence of four (4) weeks (20 working days) or less shall be submitted in writing to the Manager/Chair. If approved, the Manager/Chair will notify the Employee and the Department of Human Resources in writing.
- (ii) A request for a Leave of Absence for a period longer than twenty (20) working days, shall be submitted in writing, through the Manager/Chair for approval by the appropriate Dean/Director. If approved by the Dean/Director, the Manager/Chair will notify the Employee and the Manager of Human Resources in writing.

(b) An application for Leave of Absence will include a statement regarding the reason for the request, start date, and end date of the leave. The decision by the Manager/Chair and/or Dean/Director will be based on merit of the request and any operational disruption to the normal routine of the University. Requests shall not be unreasonably denied.

- (c) A false statement of application for a Leave of Absence may result in termination.
- (d) An Employee who is unable to return from a Leave of Absence of less than six months shall notify the University at least two (2) weeks prior to the intended date of return. If the leave of absence exceeds six months, four (4) weeks of prior notice shall be required. In extenuating circumstances, notification will be provided as soon as is possible.
- (e) When position abolishments are being considered, the University cannot guarantee the position held by an Employee on a Leave of Absence without Pay will not be abolished.
- (f) Service with the University continues to accrue for the duration of the Leave of Absence without Pay, up to a maximum of one (1) year, for the purposes of vacation entitlement and Employee award only. Employees do not accrue actual vacation hours while on Leave of Absence without Pay from the University.

## 23.5 POLITICAL PARTICIPATION

On approval of the Board, the following conditions shall apply for granting time off to Employees for political participation:

- (a) Municipal

The University endorses full participation at this level, and the Employee's University responsibilities should be rearranged to facilitate this participation; unless, however, the Employee's municipal responsibility becomes so large, i.e. a mayor, then the principles established for the provincial and federal levels should be applied.

- (b) Provincial, Federal

The University again endorses participation at this level. However, due to the increased responsibilities, the Employee must take an unpaid leave of absence. A contract for the Employee's continued responsibility in the University, on a partial basis, may be negotiated at the request of the Employee.

## ARTICLE 24 VACATIONS AND HOLIDAYS

### 24.1 VACATIONS

- (a) The year on which normal annual vacation entitlements are based is defined as January 1<sup>st</sup> to December 31<sup>st</sup>.
  - (i) Vacation leave accrued during each year shall be taken no later than twelve months after the end of that vacation year.
  - (ii) A total of one year's vacation entitlement may be carried forward to the next vacation year.
  - (iii) An Employee and Manager/Supervisor/Chair may by mutual written agreement request that any vacation balance in excess of one year's vacation entitlement as of December 31<sup>st</sup> (see 24.1(a)(ii) above) be carried forward and used up no later than January 31, or it will be paid out on the pay period ending February 28/29<sup>th</sup> of each year.
  - (iv) The scheduling of an Employee's vacation must be mutually agreed by the Employee and the Manager/Supervisor/Chair. Such requests shall not be unreasonably denied.
  - (v) If a Manager/Supervisor/Chair and an Employee are unable to agree on a mutually satisfactory date to start the Employee's annual vacation, the Manager/Supervisor/Chair shall give the Employee at least 2 weeks' written notice of the date on which the Employee's annual vacation is to start, and the Employee shall take the vacation at that time.

- (b) The following schedules will apply from date of hiring:
  - (i) **Up to Four years' service – 15 working days annually, prorated at 1 1/4 working days per month in the first year.**
  - (ii) **Upon completion of Four years' service – 20 working days annually.**
  - (iii) **Upon completion of Eleven years' service – 25 working days annually.**
  - (iv) **Upon completion of Nineteen years' service and up completed – 30 working says annually.**
- (c) If one or more paid holidays falls during an Employee's annual vacation period, another day or days shall be taken at a time agreed upon by the Employee and the Employee's immediate supervisor.
- (d) Upon termination of employment, all hours remaining in an Employee's vacation balance will be paid out in full.
- (e) Vacation entitlements shall not be earned during a leave of absence without pay in excess of 30 working days.

## 24.2 PAID HOLIDAYS

- (a) Subject to Provincial and Federal regulations and civic proclamations, the following paid holidays will be observed:

New Year's Day	Heritage Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Stampede Parade Morning	

→ (paid holiday portion is equal to half normal working hours for the day)

and any other holidays designated by the President of the University.

Subject to Article 24.2 (b) Employees shall, in addition to the holidays specified above, be granted the period between December 26 and January 1 as paid Christmas Float Days:

- (i) on December 27, 28, and 29 when Christmas Day falls on a Monday,
  - (ii) on December 27, 28, and 31 when Christmas Day falls on a Tuesday,
  - (iii) on December 27, 30, and 31 when Christmas Day falls on a Wednesday,
  - (iv) on December 29, 30, and 31 when Christmas Day falls on a Thursday or Friday,
  - (v) on December 29, 30, and 31 when Christmas Day falls on a Saturday,
  - (vi) on December 28, 29, and 30 when Christmas Day falls on a Sunday.
- (b) The University President may, subject to operational requirements, designate specified essential services to remain open during one or all of the Christmas Float Days.
  - (c) Employees who work in Departments of the University that operate 24 hours a day, 7 days a week and when the scheduling of Employees does not vary as a result of the Christmas break, shall be paid as follows for the Christmas Float Days.
    - (i) Hours worked on Christmas Float Days shall be paid at the rate of straight time. In addition, the

Employee shall be provided with a day(s) off in lieu as referred to in Article 24.2(e).

- (ii) When a Christmas Float Day(s) falls on an Employee's regularly scheduled day(s) off, the Employee shall be entitled to another day (in lieu of the Christmas Float Days(s)) to be taken at a time agreed upon by the Employee and the Employee's immediate supervisor or payment at the Employee's regular rate of pay.
- (d) Employees who work in Departments of the University that operate during the period between December 26 and January 1 and who are scheduled to work on any day(s) during that period, excluding paid holidays, shall be paid at the rate of straight time. In addition the Employee shall be provided with a day(s) off in lieu as referred to in Article 24.2(e). Those Employees who are scheduled to work on paid holidays shall be paid in accordance with Article 25.3(g).
- (e) Paid Holiday on Scheduled Day Off:  
  
When a holiday falls on an Employee's scheduled day off, the Employee shall be entitled to their average daily wage.
- (f) Any Employee absent from work on the regularly scheduled work day immediately preceding or immediately following a paid holiday shall not be entitled to pay for such holiday unless the absence was:
  - (i) a paid absence;
  - (ii) a leave of absence of not more than five (5) days duration; or
  - (iii) a result of an inactive period for which the Employee received prior authorization.
- (g) When a paid holiday falls on a Saturday or Sunday, the paid holiday shall be observed on the following Monday.
- (h) In the event that Christmas Day and Boxing Day fall on Saturday and Sunday, the paid holiday shall be observed on the following Monday and Tuesday.
- (i) An Employee required to work on a paid holiday shall be paid the regular rate of pay as established by this Agreement and will be compensated at the rate of one and one half (1½) their regular rate, up to and including three (3) hours, and two (2) times the Employee's regular rate for those hours worked in excess of three (3) hours.

## ARTICLE 25 PAYMENT OF SALARY AND ALLOWANCES

### 25.1 WEEKEND PREMIUM

- (a) Employees whose regular schedule requires work on a Saturday and/or Sunday shall be paid a weekend premium of one dollar and twenty-five cents (\$1.25) per hour for work performed at regular rates on a Saturday and/or Sunday.
- (b) Payment of the weekend premium does not apply to Employees who have a Flexible Work Schedule in place (as per Article 20.9).

### 25.2 SHIFT DIFFERENTIAL

- (a) Employees, who are on a shift, shall be eligible for a shift premium of one dollar and seventy-five cents (**\$1.75**) per hour for work performed at regular rates on shifts in which fifty percent (50%) or more of the hours are worked between 4:30 p.m. and 6:00 a.m.
- (b) Payment of the Shift Differential will be paid for only those hours worked between 4:30 p.m. and 6:00 a.m. and does not apply to persons who have a Flexible Work Schedule in place (as per Article 20.9).

- (c) Shift Differential does not apply on Saturdays or Sundays.

### 25.3 OVERTIME

- (a) All overtime to be worked requires the prior approval of the Supervisor and the consent of the Employee. Prior to scheduling the overtime, the Employee and the Supervisor/Manager/Chair shall agree to the time to be worked and the method of compensation. The method of compensation may be changed by mutual consent.
- (b) An Employee shall be compensated at straight time if the amount of extra time worked is:
  - (i) one half hour or less in excess of the Employee's normal hours of work in their present position (as per Article 20.1, 20.2(a) (b) and (c), 20.3);
  - (ii) hours outside of regular position(s) up to the hourly, daily and weekly maximums as outlined in Article 20.1, 20.2(a) and (b).
- (c) An Employee required to work in excess of the Employee's normal hours of work will be compensated at the overtime rate of one and one half (1 ½ ) their regular rate up to and including three (3) hours, and two (2) times the Employee's regular rate for those hours worked in excess of three (3) hours.
- (d) Part-time Employees working less than the normal hours of full-time employment (as per Article 20.1) and who are required to work longer than their regular daily or weekly hours, shall be paid at the rate of straight time for the hours so worked up to the normal hours for full-time Employees in the working day or week, after which the overtime provisions of Article 25.3 (c) shall apply.
- (e) An Employee required to work on a normal day(s) off will be compensated at the overtime rate of one and one half (1½) their regular rate up to and including three (3) hours, and two (2) times the Employee's regular rate for those hours worked in excess of three (3) hours.
- (f) Employees shall be compensated either by pay or the equivalent in time off. Time off shall be taken at a time mutually acceptable to the Employee and the Employee's supervisor.
- (g) Notification shall be sent to the Employee and their Supervisor/Manager/Chair by November of each year, indicating the Employee's accrued number of overtime hours.
  - (i) Any balance of an Employee's accrued overtime hours that exist on December 31<sup>st</sup> of each year shall be paid out in full on the pay period ending January 31<sup>st</sup> of the following year.
  - (ii) In extenuating circumstances and upon mutual agreement, the Employee and Supervisor/Manager/Chair may request that the accrued overtime not be paid out in accordance with Article 25.3 (h) (i) above. If, however, the accrued overtime has not been taken by June 30<sup>th</sup>, it shall be paid out on the pay period ending July 31<sup>st</sup> of each year.

### 25.4 CALL OUT PAY

- (a) When by reason of an emergency, an Employee is called to work at a time outside the Employee's normal working hours, the Employee shall be compensated as follows:
  - (i) If the time worked during the call out forms a continuous period with the Employee's normal working hours, the Employee shall be paid at the applicable overtime rates for the period of the call out and the guaranteed minimum shall not apply.
  - (ii) When a call out forms a continuous period with the Employee's normal working hours, the normal working hours shall not be reduced as a result of the call out. The maximum continuous period of work shall not exceed twelve (12) hours. (See Article 20.4)
  - (iii) The Employee shall be guaranteed a minimum of three (3) hours pay at the overtime rates or the equivalent in time off. For clarification, the first three (3) hours of call out pay shall be at one and

one-half (1½) times the Employee's regular rate; hours worked in excess of three (3) shall be compensated at two (2) times the Employee's regular rate. Compensation for travel time shall be a flat rate of \$20.00.

- (iv) When an Employee is able to perform the work remotely and is not required to be present at the worksite, compensation shall be a minimum of one-half (1/2) hours pay at the overtime rate. Two (2) or more contacts received within the first thirty (30) minute period will be considered a single call.

## 25.5 STANDBY PAY

- (a) When an Employee is scheduled to be immediately available to return to work when not on regular duty, compensation shall be the amount of one-half (1/2) hours pay at the regular rate or the equivalent time in lieu for each four (4) hours on standby or any portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the compensation shall be one (1) hours pay at the regular rate or the equivalent time in lieu for each four (4) hours on standby or any portion thereof.
- (b) When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.
- (c) When an Employee is called out to work when on standby, compensation shall be pursuant to Clause 25.7 (a) for the hours on standby in addition to compensation pursuant to Article 25.4 for the hours worked on call out.
- (d) Except in cases of emergency, an Employee shall not normally be required to be on standby for three (3) consecutive weekends or two (2) consecutive paid holidays.
- (e) Should the University require an Employee to be on standby for three (3) consecutive weekends, the Employee shall be released from standby duty for a future weekend.
- (f) Where an Employee requests time off in lieu, time off shall be taken at a time mutually acceptable to the Employee and the Employee's supervisor.
- (g) Under normal circumstances and except in cases of emergency, a schedule for standby duty shall be available to Employees at least one (1) month in advance of their being on standby. The standby schedule shall be determined by the Employee's Manager/Supervisor/Chair.

## 25.6 SALARY ADMINISTRATION

- (a) Employees shall be paid for work performed at rates of pay no less than those specified in the Salary Schedule and no less than the salary grid for the classification of the position to which the Employee is appointed.
- (b) An Employee registered as an apprentice, as defined by the Apprenticeship and Industry Training Act, shall be paid salary in accordance with the provisions of that Act.
- (c) Employees shall be paid twice monthly – on the 15th day of the month and on the 3rd to last banking day of the month.
- (d) Pay Transaction Priorities: Where a salary increment and any other transaction such as reclassification, promotion, regarding or salary revision are effective on the same date, the salary increment shall be processed first followed by the other transactions.
- (e) Application of Anniversary Date:
  - (i) The anniversary day of an Employee who commences service or is promoted, or reclassified, resulting in a salary increase shall be the first day of the month if the transaction occurred prior to the 16th day of the month or the first day of the month following if the transaction occurred on or after the 16<sup>th</sup> day of the month.

- (ii) The anniversary date of an Employee who is appointed to a position or whose position is reclassified not resulting in a salary increase shall remain unchanged.
- (iii) The anniversary date of an Employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to date which provides for a total of twelve months of paid employment between anniversary dates.
- (f) Ratification after Collective Agreement Expiry Date: When ratification of Collective Agreement occurs after the previous agreement has expired, any resulting retroactive payments due to changes on the salary schedule shall only be paid to those Employees who are actively employed with the University on the date of ratification.

## 25.7 SALARY INCREMENTS & LONG SERVICE INCREMENTS

- (a) The salary of an Employee shall be increased annually by one increment within the applicable pay grade to the class to which the Employee's position is allocated, unless otherwise indicated in the Employee's annual performance evaluation (as per Article 15.5), until the maximum step is reached.
- (b) Where a salary increment provided for under the Agreement is withheld, the salary increment may be granted on any subsequent first day of a month up to six (6) months after the date upon which the increment was withheld.
- (c) Long Service Increment 1 (LSI 1): an Employee who has completed eight (8) consecutive years' service within the same classification level at Mount Royal University and has been paid at grid level 7 (seven) during the immediately preceding two years shall be paid at the corresponding pay grid as per the Salary Schedule, notwithstanding subsequent Reclassifications or Promotions as per Articles 25.8(d) and 25.9(d).
- (d) Long Service Increment 2 (LSI 2): an Employee who has completed ten (10) consecutive years' service within the same classification level at Mount Royal University and has received LSI 1 during the immediately preceding two years shall be paid at the corresponding pay grid as per the Salary Schedule, notwithstanding subsequent Reclassifications or Promotions as per Articles 25.8(d) and 25.9(d).
- (e) Leaves granted under Article 23.1 or the Memorandum of Agreement regarding PARENTAL LEAVE, shall not be deemed to interrupt the progression towards a long service increment.
- (f) Long Service Increments shall be effective on the qualified Employee's anniversary date as defined in 25.6(e).

## 25.8 RECLASSIFICATION SALARY ADMINISTRATION

- (a) Where an Employee occupies a position which is reclassified, resulting in a higher classification, the Employee shall receive at least:
  - (i) step 1 of the new classification, if the Employee's salary prior to reclassification is less than that amount; or,
  - (ii) the corresponding salary plus one step on the new grid where the Employee's salary prior to reclassification is the same as or more than the minimum of that new grid.
- (b) Where an Employee occupies a position which is reclassified resulting in a classification that has the same corresponding grid as the Employee's position prior to reclassification, the salary payable to the Employee shall normally remain unchanged.
- (c) Where an Employee occupies a position which is reclassified resulting in a lower classification,
  - (i) the Employee shall be placed on the step of the lower grid which corresponds to their salary prior to reclassification, resulting in no change to actual salary to be paid to the Employee; or,

- (ii) where there is no step on the lower grid that corresponds to the salary the Employee has been receiving prior to reclassification, the Employee shall remain on their current grid. The Employee shall receive general negotiated increases to the salary schedule, however, will not receive any annual increments.
- (d) If an employee is reclassified or promoted to a position in a higher classification level, and is in receipt of LSI 1 or LSI 2 in their former classification level, LSI 1 and LSI 2 in the new high classification level are to be treated as an extension of the grid as annual increases, once reached.
- (e) The effective date of any salary adjustment due to reclassification will normally be the date a written job description is received in the Department of Human Resources.
- (f) **Regrading:**  
  
When all positions in a classification are assigned to a new pay grade this shall be considered a regrade.  
  
When the positions in a classification are regarded to a higher pay grade, the salary of each Employee in a position in that classification shall be at least at the same step of the new salary grid as they were in the old grid, except that at no time will the new salary exceed Step 7 of the new grid.
- (g) **Retroactive Regrading or Reclassification:**  
  
Where the reclassification of a position or the regrading of a classification is to take effect retroactively, only Employees on staff on the date of implementation of such change shall be entitled to receive any retroactive benefits that might accrue.

## 25.9 PROMOTION & TRANSFER SALARY ADMINISTRATION

- (a) When an Employee is promoted to a new position, where the new classification is higher than that of the Employee's former position, the Employee shall receive no less than:
  - (i) the minimum rate for the new position where the Employee presently earns less than the minimum salary established for the new position; or,
  - (ii) one increment where the Employee presently earns the same as or more than the minimum but less than the maximum salary for the new position.
- (b) When an Employee is transferred to a position where the classification level is the same as the Employee's former position the Employee's salary and anniversary date shall normally remain unchanged.
- (c) When an Employee transfers to a position where the classification is lower than the classification of the Employee's former position, the rate of pay on appointment to that position shall normally be equal to or nearest to the rate paid in the Employee's former position.
- (d) If an employee is reclassified or promoted to a position in a higher classification level, and is in receipt of LSI 1 or LSI 2 in their former classification level, LSI 1 and LSI 2 in the new higher classification level are to be treated as an extension of the grid as annual increases, once reached.

**SALARY & LONG SERVICE INCREMENT SCHEDULE A**  
**7 HOURS/DAY**  
**July 1, 2017 – June 30, 2019**  
**Annual, Semi-monthly, Hourly Rates**  
**24 pay periods/year**

								<b>LONG SERVICE</b>	
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>LSI 1</b>	<b>LSI 2</b>
<b>13</b>	35,434	36,848	38,314	39,844	41,424	43,061	44,752	46,566	48,918
	1476.42	1535.33	1596.42	1660.17	1726.00	1794.21	1864.67	1940.25	2038.25
	19.39	20.17	20.97	21.81	22.67	23.57	24.49	25.49	26.77
<b>14</b>	36,848	38,314	39,844	41,424	43,061	44,752	46,566	48,432	50,855
	1535.33	1596.42	1660.17	1726.00	1794.21	1864.67	1940.25	2018.00	2118.96
	20.17	20.97	21.81	22.67	23.57	24.49	25.49	26.51	27.83
<b>15</b>	38,314	39,844	41,424	43,061	44,752	46,566	48,432	50,350	52,907
	1596.42	1660.17	1726.00	1794.21	1864.67	1940.25	2018.00	2097.92	2204.46
	20.97	21.81	22.67	23.57	24.49	25.49	26.51	27.56	28.96
<b>16</b>	39,844	41,424	43,061	44,752	46,566	48,432	50,350	52,382	55,019
	1660.17	1726.00	1794.21	1864.67	1940.25	2018.00	2097.92	2182.58	2292.46
	21.81	22.67	23.57	24.49	25.49	26.51	27.56	28.67	30.11
<b>17</b>	41,424	43,061	44,752	46,566	48,432	50,350	52,382	54,473	57,240
	1726.00	1794.21	1864.67	1940.25	2018.00	2097.92	2182.58	2269.71	2385.00
	22.67	23.57	24.49	25.49	26.51	27.56	28.67	29.81	31.33
<b>18</b>	43,061	44,752	46,566	48,432	50,350	52,382	54,473	56,674	59,526
	1794.21	1864.67	1940.25	2018.00	2097.92	2182.58	2269.71	2361.42	2480.25
	23.57	24.49	25.49	26.51	27.56	28.67	29.81	31.02	32.58
<b>19</b>	44,752	46,566	48,432	50,350	52,382	54,473	56,674	58,938	61,916
	1864.67	1940.25	2018.00	2097.92	2182.58	2269.71	2361.42	2455.75	2579.83
	24.49	25.49	26.51	27.56	28.67	29.81	31.02	32.26	33.89
<b>20</b>	46,566	48,432	50,350	52,382	54,473	56,674	58,938	61,305	64,370
	1940.25	2018.00	2097.92	2182.58	2269.71	2361.42	2455.75	2554.38	2682.08
	25.49	26.51	27.56	28.67	29.81	31.02	32.26	33.55	35.23
<b>21</b>	48,432	50,350	52,382	54,473	56,674	58,938	61,305	63,735	66,939
	2018.00	2097.92	2182.58	2269.71	2361.42	2455.75	2554.38	2655.63	2789.13
	26.51	27.56	28.67	29.81	31.02	32.26	33.55	34.88	36.64
<b>22</b>	50,350	52,382	54,473	56,674	58,938	61,305	63,735	66,276	69,621
	2097.92	2182.58	2269.71	2361.42	2455.75	2554.38	2655.63	2761.50	2900.88
	27.56	28.67	29.81	31.02	32.26	33.55	34.88	36.27	38.10
<b>23</b>	52,382	54,473	56,674	58,938	61,305	63,735	66,276	68,932	72,414
	2182.58	2269.71	2361.42	2455.75	2554.38	2655.63	2761.50	2872.17	3017.25
	28.67	29.81	31.02	32.26	33.55	34.88	36.27	37.73	39.63
<b>24</b>	54,473	56,674	58,938	61,305	63,735	66,276	68,932	71,698	75,320
	2269.71	2361.42	2455.75	2554.38	2655.63	2761.50	2872.17	2987.42	3138.33
	29.81	31.02	32.26	33.55	34.88	36.27	37.73	39.24	41.22
<b>25</b>	56,674	58,938	61,305	63,735	66,276	68,932	71,698	74,574	78,354
	2361.42	2455.75	2554.38	2655.63	2761.50	2872.17	2987.42	3107.25	3264.75
	31.02	32.26	33.55	34.88	36.27	37.73	39.24	40.82	42.88
<b>26</b>	58,938	61,305	63,735	66,276	68,932	71,698	74,574	77,578	81,488
	2455.75	2554.38	2655.63	2761.50	2872.17	2987.42	3107.25	3232.42	3395.33
	32.26	33.55	34.88	36.27	37.73	39.24	40.82	42.46	44.60

**SALARY & LONG SERVICE INCREMENT SCHEDULE A**  
**7 HOURS/DAY**  
**July 1, 2017 – June 30, 2019**  
**Annual, Semi-monthly, Hourly Rates**  
**24 pay periods/year**

								<b>LONG SERVICE</b>	
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>LSI 1</b>	<b>LSI 2</b>
<b>27</b>	61,305	63,735	66,276	68,932	71,698	74,574	77,578	80,681	84,739
	2554.38	2655.63	2761.50	2872.17	2987.42	3107.25	3232.42	3361.71	3530.79
	33.55	34.88	36.27	37.73	39.24	40.82	42.46	44.16	46.38
<b>28</b>	63,735	66,276	68,932	71,698	74,574	77,578	80,681	83,899	88,103
	2655.63	2761.50	2872.17	2987.42	3107.25	3232.42	3361.71	3495.79	3670.96
	34.88	36.27	37.73	39.24	40.82	42.46	44.16	45.92	48.22
<b>29</b>	66,276	68,932	71,698	74,574	77,578	80,681	83,899	87,230	91,645
	2761.50	2872.17	2987.42	3107.25	3232.42	3361.71	3495.79	3634.58	3818.54
	36.27	37.73	39.24	40.82	42.46	44.16	45.92	47.74	50.16
<b>30</b>	68,932	71,698	74,574	77,578	80,681	83,899	87,230	90,737	95,292
	2872.17	2987.42	3107.25	3232.42	3361.71	3495.79	3634.58	3780.71	3970.50
	37.73	39.24	40.82	42.46	44.16	45.92	47.74	49.66	52.15
<b>31</b>	71,698	74,574	77,578	80,681	83,899	87,230	90,737	94,350	99,117
	2987.42	3107.25	3232.42	3361.71	3495.79	3634.58	3780.71	3931.25	4129.88
	39.24	40.82	42.46	44.16	45.92	47.74	49.66	51.64	54.25
<b>32</b>	74,574	77,578	80,681	83,899	87,230	90,737	94,350	98,134	103,050
	3107.25	3232.42	3361.71	3495.79	3634.58	3780.71	3931.25	4088.92	4293.75
	40.82	42.46	44.16	45.92	47.74	49.66	51.64	53.71	56.40
<b>33</b>	77,578	80,681	83,899	87,230	90,737	94,350	98,134	102,030	107,157
	3232.42	3361.71	3495.79	3634.58	3780.71	3931.25	4088.92	4251.25	4464.88
	42.46	44.16	45.92	47.74	49.66	51.64	53.71	55.84	58.65
<b>34</b>	80,681	83,899	87,230	90,737	94,350	98,134	102,030	106,094	111,436
	3361.71	3495.79	3634.58	3780.71	3931.25	4088.92	4251.25	4420.58	4643.17
	44.16	45.92	47.74	49.66	51.64	53.71	55.84	58.07	60.99
<b>35</b>	83,899	87,230	90,737	94,350	98,134	102,030	106,094	110,335	115,887
	3495.79	3634.58	3780.71	3931.25	4088.92	4251.25	4420.58	4597.29	4828.63
	45.92	47.74	49.66	51.64	53.71	55.84	58.07	60.39	63.43
<b>36</b>	87,230	90,737	94,350	98,134	102,030	106,094	110,335	114,740	120,526
	3634.58	3780.71	3931.25	4088.92	4251.25	4420.58	4597.29	4780.83	5021.92
	47.74	49.66	51.64	53.71	55.84	58.07	60.39	62.80	65.97
<b>37</b>	90,737	94,350	98,134	102,030	106,094	110,335	114,740	119,332	125,347
	3780.71	3931.25	4088.92	4251.25	4420.58	4597.29	4780.83	4972.17	5222.79
	49.66	51.64	53.71	55.84	58.07	60.39	62.80	65.31	68.60
<b>38</b>	94,350	98,134	102,030	106,094	110,335	114,740	119,332	124,106	130,363
	3931.25	4088.92	4251.25	4420.58	4597.29	4780.83	4972.17	5171.08	5431.79
	51.64	53.71	55.84	58.07	60.39	62.80	65.31	67.92	71.35
<b>39</b>	98,134	102,030	106,094	110,335	114,740	119,332	124,106	129,071	135,577
	4088.92	4251.25	4420.58	4597.29	4780.83	4972.17	5171.08	5377.96	5649.04
	53.71	55.84	58.07	60.39	62.80	65.31	67.92	70.64	74.20
<b>40</b>	102,030	106,094	110,335	114,740	119,332	124,106	129,071	134,236	140,997
	4251.25	4420.58	4597.29	4780.83	4972.17	5171.08	5377.96	5593.17	5874.88
	55.84	58.07	60.39	62.80	65.31	67.92	70.64	73.47	77.17

**SALARY & LONG SERVICE INCREMENT SCHEDULE B****7.5 HOURS/DAY****July 1, 2017 – June 30, 2019****Annual, Semi-Monthly, Hourly Rates****24 pay periods/year**

								<b>LONG SERVICE</b>	
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>LSI 1</b>	<b>LSI 2</b>
<b>13</b>	35,434	36,848	38,314	39,844	41,424	43,061	44,752	46,566	48,918
	1476.42	1535.33	1596.42	1660.17	1726.00	1794.21	1864.67	1940.25	2038.25
	18.10	18.82	19.57	20.36	21.16	22.00	22.86	23.79	24.99
<b>14</b>	36,848	38,314	39,844	41,424	43,061	44,752	46,566	48,432	50,855
	1535.33	1596.42	1660.17	1726.00	1794.21	1864.67	1940.25	2018.00	2118.96
	18.82	19.57	20.36	21.16	22.00	22.86	23.79	24.74	25.98
<b>15</b>	38,314	39,844	41,424	43,061	44,752	46,566	48,432	50,350	52,907
	1596.42	1660.17	1726.00	1794.21	1864.67	1940.25	2018.00	2097.92	2204.46
	19.57	20.36	21.16	22.00	22.86	23.79	24.74	25.72	27.03
<b>16</b>	39,844	41,424	43,061	44,752	46,566	48,432	50,350	52,382	55,019
	1660.17	1726.00	1794.21	1864.67	1940.25	2018.00	2097.92	2182.58	2292.46
	20.36	21.16	22.00	22.86	23.79	24.74	25.72	26.76	28.11
<b>17</b>	41,424	43,061	44,752	46,566	48,432	50,350	52,382	54,473	57,240
	1726.00	1794.21	1864.67	1940.25	2018.00	2097.92	2182.58	2269.71	2385.00
	21.16	22.00	22.86	23.79	24.74	25.72	26.76	27.83	29.24
<b>18</b>	43,061	44,752	46,566	48,432	50,350	52,382	54,473	56,674	59,526
	1794.21	1864.67	1940.25	2018.00	2097.92	2182.58	2269.71	2361.42	2480.25
	22.00	22.86	23.79	24.74	25.72	26.76	27.83	28.95	30.41
<b>19</b>	44,752	46,566	48,432	50,350	52,382	54,473	56,674	58,938	61,916
	1864.67	1940.25	2018.00	2097.92	2182.58	2269.71	2361.42	2455.75	2579.83
	22.86	23.79	24.74	25.72	26.76	27.83	28.95	30.11	31.63
<b>20</b>	46,566	48,432	50,350	52,382	54,473	56,674	58,938	61,305	64,370
	1940.25	2018.00	2097.92	2182.58	2269.71	2361.42	2455.75	2554.38	2682.08
	23.79	24.74	25.72	26.76	27.83	28.95	30.11	31.32	32.88
<b>21</b>	48,432	50,350	52,382	54,473	56,674	58,938	61,305	63,735	66,939
	2018.00	2097.92	2182.58	2269.71	2361.42	2455.75	2554.38	2655.63	2789.13
	24.74	25.72	26.76	27.83	28.95	30.11	31.32	32.56	34.20
<b>22</b>	50,350	52,382	54,473	56,674	58,938	61,305	63,735	66,276	69,621
	2097.92	2182.58	2269.71	2361.42	2455.75	2554.38	2655.63	2761.50	2900.88
	25.72	26.76	27.83	28.95	30.11	31.32	32.56	33.86	35.57
<b>23</b>	52,382	54,473	56,674	58,938	61,305	63,735	66,276	68,932	72,414
	2182.58	2269.71	2361.42	2455.75	2554.38	2655.63	2761.50	2872.17	3017.25
	26.76	27.83	28.95	30.11	31.32	32.56	33.86	35.22	36.99
<b>24</b>	54,473	56,674	58,938	61,305	63,735	66,276	68,932	71,698	75,320
	2269.71	2361.42	2455.75	2554.38	2655.63	2761.50	2872.17	2987.42	3138.33
	27.83	28.95	30.11	31.32	32.56	33.86	35.22	36.63	38.48
<b>25</b>	56,674	58,938	61,305	63,735	66,276	68,932	71,698	74,574	78,354
	2361.42	2455.75	2554.38	2655.63	2761.50	2872.17	2987.42	3107.25	3264.75
	28.95	30.11	31.32	32.56	33.86	35.22	36.63	38.10	40.03
<b>26</b>	58,938	61,305	63,735	66,276	68,932	71,698	74,574	77,578	81,488
	2455.75	2554.38	2655.63	2761.50	2872.17	2987.42	3107.25	3232.42	3395.33
	30.11	31.32	32.56	33.86	35.22	36.63	38.10	39.63	41.63

**SALARY & LONG SERVICE INCREMENT SCHEDULE B**

**7.5 HOURS/DAY**

**July 1, 2017 – June 30, 2019**

**Annual, Semi-monthly, Hourly Rates**

**24 pay periods/year**

								<b>LONG SERVICE</b>	
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>LSI 1</b>	<b>LSI 2</b>
<b>27</b>	61,305	63,735	66,276	68,932	71,698	74,574	77,578	80,681	84,739
	2554.38	2655.63	2761.50	2872.17	2987.42	3107.25	3232.42	3361.71	3530.79
	31.32	32.56	33.86	35.22	36.63	38.10	39.63	41.22	43.29
<b>28</b>	63,735	66,276	68,932	71,698	74,574	77,578	80,681	83,899	88,103
	2655.63	2761.50	2872.17	2987.42	3107.25	3232.42	3361.71	3495.79	3670.96
	32.56	33.86	35.22	36.63	38.10	39.63	41.22	42.86	45.01
<b>29</b>	66,276	68,932	71,698	74,574	77,578	80,681	83,899	87,230	91,645
	2761.50	2872.17	2987.42	3107.25	3232.42	3361.71	3495.79	3634.58	3818.54
	33.86	35.22	36.63	38.10	39.63	41.22	42.86	44.56	46.82
<b>30</b>	68,932	71,698	74,574	77,578	80,681	83,899	87,230	90,737	95,292
	2872.17	2987.42	3107.25	3232.42	3361.71	3495.79	3634.58	3780.71	3970.50
	35.22	36.63	38.10	39.63	41.22	42.86	44.56	46.35	48.68
<b>31</b>	71,698	74,574	77,578	80,681	83,899	87,230	90,737	94,350	99,117
	2987.42	3107.25	3232.42	3361.71	3495.79	3634.58	3780.71	3931.25	4129.88
	36.63	38.10	39.63	41.22	42.86	44.56	46.35	48.20	50.64
<b>32</b>	74,574	77,578	80,681	83,899	87,230	90,737	94,350	98,134	103,050
	3107.25	3232.42	3361.71	3495.79	3634.58	3780.71	3931.25	4088.92	4293.75
	38.10	39.63	41.22	42.86	44.56	46.35	48.20	50.13	52.65

## ARTICLE 26 ACTING INCUMBENT

Acting Incumbency Pay and Acting Appointments are intended to be temporary in nature and shall not exceed twelve (12) months in duration. Extensions beyond 12 months to Acting Incumbency Pay and Acting Appointments can occur with agreement from the Association.

### 26.1 ACTING INCUMBENCY PAY

To be eligible for Acting Incumbency Pay, an Employee shall be required to perform the principal duties of the higher position for a minimum of four (4) consecutive work days, during which time the Employee may also be required to perform some of the duties of the Employee's regular position. On completion of the minimum four (4) day qualifying period for Acting Incumbency Pay, an Employee shall be paid for the total period of Acting Incumbency Pay including the four (4) day qualifying period.

- (a) Acting Incumbency Pay shall not apply in situations where an Employee is required to perform additional limited duties.
- (b) When an Employee qualifies for Acting Incumbency Pay, the Employee shall receive regular salary, plus a premium of five percent (5%) of the Employee's regular salary, or the minimum salary for the classification of the higher position, whichever is greater.

### 26.2 ACTING APPOINTMENT

An Acting Appointment will occur when an Employee is temporarily assigned by the appropriate Manager/Chair to assume full responsibilities of a vacant position in a higher classification. During the Acting Appointment, the Employee will vacate the original position.

- (a) During an Acting Appointment, the Employee shall receive the lesser of:
  - (i) the Employee's regular salary, plus a premium of five percent (5%) of the Employee's regular salary; or
  - (ii) the salary equivalent to what the Employee would receive if placed permanently in the higher classified position.
- (b) An Employee in an Acting Appointment shall be able to return to the original position, subject to operational requirements. An Employee may request a return to the original position prior to the anticipated end of the Acting Appointment with one (1) month's notice.
- (c) The Employee shall be entitled to refuse an Acting Appointment without jeopardizing current employment, except in cases where operational necessities and/or statutory requirements for the University will not be met. There must be discussion between the Manager/Director and Employee.
- (d) Upon returning to the original position, the Employee shall have the salary adjusted to that which would have been in effect if the Employee had continuously occupied the original position.

## ARTICLE 27 BENEFITS AND INSURANCE

- 27.1 (a) The University shall administer the following benefits, subject to the terms and conditions of the applicable contracts, and/or government regulations: extended health care; a Health Care Spending Account of **\$1000.00** for full-time Employees, and **\$600** for part-time Employees; dental care; life insurance including accidental death and dismemberment; long term disability insurance. The Carrier for benefits other than Local Authority Pension Plan shall be selected in consultation between the University and the Association.
- (b) The University shall deduct the monthly contributions from the salary of any Employee who is a member of a plan, and shall remit same to the appropriate company or companies.

- (c) The total cost of benefit premiums for dental and extended health care shall be shared between the University and Mount Royal Staff Association members.
  - (i) 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.
- (d) The total cost of the Health Care Spending Account is paid by the University.
- (e) The total cost of benefit premiums for life insurance, including accidental death and dismemberment shall be paid 100% by the University.
- (f) Employees shall participate in a group long term disability insurance plan. The contributions by all Employees shall always be an amount to cover one hundred percent (100%) of the cost of the long term disability premium.
- (g) Employees shall participate in the Local Authorities Pension Plan as per Policy #950-6. For details of this Policy please see MyMRU or contact your HR Consultant or MRSA representative.

27.2 Should an Employee commence a leave of absence for a period of one (1) to twelve (12) months the Employee may continue extended health care, dental, life insurance including accidental death and dismemberment and long term disability benefits subject to the provisions of the Carrier. If the Employee exercises the option to continue any of these benefits, the Employee shall be responsible for 100% of the premium prepaid for the period of the absence, except that an Employee on maternity leave shall not be required to prepay the employer's share of premiums for that part of the absence during which the Employee is receiving salary from the University.

27.3 Employees and former Full-time Employees who have retired from the University shall be entitled to receive a recreation membership free of charge which entitles them to the use of recreation facilities and equipment as determined by the regulations and policies governing Mount Royal Recreation.

## **ARTICLE 28 EDUCATION, DEVELOPMENT AND TRAINING**

28.1 Mount Royal University values career development for Employees. In support of this value, Supervisors/Managers/Chairs are encouraged to discuss opportunities with Employees which would enhance the Employee's career development plans while providing value to the unit and to the institution in achieving its goals. This may include, but is not limited to, education and professional/personal development opportunities for Employees.

Regardless of whether the Employee is eligible for or receives funding as outlined in this Article, Employees who have received approval from their Supervisor/Manager/Chair to attend educational, professional/personal development training or equivalent during normal working hours, may be supported through alternate work arrangements or leave with pay as agreed upon by their Supervisor/Manager/Chair.

The Board will provide an annual grant for the purpose of reimbursing the tuition/fees paid by MRSA members for professional and personal development activities as described below in Article 28.3, 28.4 and 28.6. Probationary Employees new to the institution are not eligible for these funds.

- (a) Employees who are required by a Supervisor/Manager/Chair to attend educational, professional/personal development training or equivalent outside of regularly scheduled working hours or on a regularly scheduled day off shall be granted equivalent time off in lieu.

28.2 Funding for the combined sum of \$145,000 as described below will be allocated via the Education, Development and Training Committee (EDT) policies to ensure an equitable and fair distribution of funds to Association members as per the guidelines established by the EDT Joint Committee outlined in Article 28.5. To receive 100% of the annual grant, the Association shall provide a final report regarding the allocation of funds to the Department of Human Resources each year. Any unused portion shall be retained by the Association EDT Committee for future educational assistance purposes.

### 28.3 PROFESSIONAL DEVELOPMENT

- (a) To support professional development, the Board will provide an annual grant of \$120,000 for the purpose of Employee education, professional development and training. Eligible education and professional development activities may include:
  - (i) post-secondary courses at Mount Royal University or other accredited post-secondary institutions;
  - (ii) professional designations and related course work, including non-credit coursework where appropriate; and
  - (iii) professional development seminars/conferences/workshops.

### 28.4 PERSONAL DEVELOPMENT/INTEREST

- (a) To support personal development, interest, and wellness, the Board will provide an annual grant of \$25,000 for the purpose of personal development/interest based activities.

Eligible activities may include:

- (i) group (4 or more attendees) health and wellness; and
- (ii) personal interest/conferences/workshops.

Note: professional development activities will not be reimbursed through this funding.

### 28.5 Guidelines, criteria and policies for the Education, Development and Training funding will be reviewed yearly by the EDT Joint committee:

- (a) Membership:
  - (i) two (2) members from the current MRSA EDT committee;
  - (ii) one (1) member from Management; and
  - (iii) one (1) member from Human Resources.
- (b) Purpose:
  - (i) to review guidelines, policies and procedures for the eligibility criteria and allocation of EDT funding;
  - (ii) to review the established policies and procedures and work collaboratively with the MRSA Education, Development and Training (EDT) Committee to review the annual report submitted to Human Resources to ensure compliance with the intent of Article 28; and
  - (iii) to forward any recommendations regarding change to the strategic direction of the funding to the MRSA and the University.

## 28.6 CREDIT COURSE TUITION

To support Employee development through post-secondary level coursework at the undergraduate and graduate level(s), the University will administer an annual grant of \$40,000 for the purposes of reimbursing eligible credit course tuition only subject to the conditions below:

- a. Credit course(s) successfully completed at an accredited post-secondary institution;
- b. Employees shall not receive funding more than the cost of their total tuition;
- c. Eligible recipients will be determined and reimbursed;
- d. One course reimbursement, of up to \$500 per Employee per year, not to exceed the annual grant of \$40,000 or greater reimbursement amounts may apply depending on available funds.

28.7 Employees shall be eligible to enrol free of charge in any non-credit course offered by the University, subject to the approval of the Dean of the Faculty of Continuing Education and Extension (exclusions may apply).

28.8 Spouses and Dependants of Employees shall be eligible to enrol at 50% of the charge in any non-credit course offered by the University, subject to the approval of the Dean of the Faculty of Continuing Education and Extension (exclusions may apply), The University reserves the right to request proof of Spousal or Dependant status from the Employee.

## ARTICLE 29 BURSARIES FOR DEPENDANTS/SPOUSES

29.1 A sum of **\$35,000** shall be granted for the purpose of providing bursaries for children under the age of 25 and spouses of all MRSA members (excluding Probationary Employees) subject to the conditions below:

- (a) the children or spouse must be registered as Full-time Students in credit courses at Mount Royal University during the Fall or Winter semesters;
- (b) the children or spouse are subject to normal admission, selection and registration procedures and may not pre-empt other students;
- (c) provision of bursaries for a semester is contingent upon the attainment of at least a grade point average of 2.0 across all of the courses in which a student is registered for that semester;
- (d) no student shall receive more funding than the cost of their total tuition; and
- (e) the Association shall provide the Department of Human Resources a list of bursary recipients within sixty (60) working days of the end of the Fall and Winter semesters. Any unused portion of the \$35,000 shall be retained by the University.

## ARTICLE 30

Intentionally left blank

## ARTICLE 31 UNIFORMS

31.1 Uniforms, including work/weather dependent clothing, will be supplied for Employees in appropriate departments as per departmental practices. Employees requesting items other than those supplied may, at the discretion of the department, be compensated up to the designated amount of the supplied item.

31.2 For all other safety related clothing and equipment, see Article 18.

## **ARTICLE 32 COPIES OF COLLECTIVE AGREEMENT**

32.1 The Mount Royal Staff Association members will access the Collective Agreement electronically.

32.2 The University shall provide copies, at no cost, of the Collective Agreement to the Mount Royal Staff Association as operationally required.

## **ARTICLE 33 STAFF PARKING**

33.1 All Employees are required to pay a fee for the use of the University's parking facilities. Payment shall be on a monthly basis by payroll deduction or as a lump sum payable by September 1<sup>st</sup> each year. If payment occurs by a lump sum and a refund becomes necessary, then a prorated refund will be provided.

33.2 The parking fee shall be established after consultation between the University and the Association.

## **ARTICLE 34 RESIGNATION**

34.1 (a) Employees leaving their employment with Mount Royal University are asked to provide as much notice as possible.

(i) Employees voluntarily leaving are asked to provide at least two (2) weeks' notice.

(ii) Employees retiring from their positions are asked to provide at least four (4) weeks' notice.

(b) The notice shall be in written form and shall be submitted to the immediate supervisor with a copy to the Department of Human Resources.

## **ARTICLE 35**

Intentionally left blank

## **ARTICLE 36 PERSONAL INFORMATION SHARING**

### **36.1 PURPOSE**

(a) The purpose of this article is to establish rules and procedures for the disclosure of personal information in the Employee records of the University to the MRSA in accordance with section 40(1)(e) of the *FOIP Act*.

### **36.2 DISCLOSURE OF PERSONAL INFORMATION OF UNIVERSITY EMPLOYEES**

(a) The Board shall disclose to the MRSA the following personal information of each Employee who is a member of the MRSA

- (i) Name
- (ii) Home address
- (iii) Home telephone number
- (iv) Department
- (v) Classification
- (vi) Employment status

- (vii) Length of service
- (viii) Dues paid

- (b) The Board shall provide the names of all newly hired and terminated Employees who are or were members of the MRSA.
- (c) For the purposes of Clause 36.2, the Board shall provide the personal information of the Employee to the MRSA in hardcopy or electronic format at such intervals as are mutually agreed upon by the parties.

### 36.3 USE OF PERSONAL INFORMATION OF EMPLOYEES BY THE MRSA

- (a) The MRSA shall not, either directly or indirectly, use or disclose any personal information of the Employee provided to it under the terms and conditions of this article except for purposes of representing the Employees in the employment relationship (i.e. to communicate with them and receive their input during the collective bargaining process).

### 36.4 ACCESS, ACCURACY, COMPLETENESS AND CORRECTION OF PERSONAL INFORMATION

- (a) The Board will make every reasonable effort to ensure that all personal information provided to the MRSA is both complete and accurate.
- (b) The MRSA agrees that individual Employees have the right to access their personal information that has been disclosed to the MRSA by the Board.
- (c) Upon receipt of updated Employee personal information, the MRSA undertakes to ensure that the previous version is appropriately destroyed in a secure manner.

### 36.5 DISCONTINUATION

- (a) The MRSA will discontinue using the personal information for all purposes, of any individual Employee who so requests.

### 36.6 PROTECTION AND SECURITY OF PERSONAL INFORMATION

- (a) The MRSA undertakes to fully maintain and respect the confidentiality of the personal information subject to this article and not to disclose it to anyone unless such disclosure is authorized by this article or by consent of the individual who is the subject of the information or by law.
- (b) Only the following Association positions are authorized to have access to the information:
  - (i) President
  - (ii) Vice-President(s)
- (c) The MRSA will have reasonable security arrangements in place to safeguard the personal information subject to this article against such risks as unauthorized access, collection, use, disclosure, modification, destruction or disposition.
- (d) All such arrangements will comply with any information security policies and guidelines that may be in force for the University, including:
  - (i) storing hard copy records in locked filing cabinets and in secure areas where they cannot be accessed by unauthorized persons;
  - (ii) storing electronic records in a secure manner so that they cannot be accessed by unauthorized persons;
  - (iii) keeping hard copy and electronic records containing personal information about members separate and apart from other MRSA records.

- (e) The MRSA undertakes to notify the Board of any unauthorized access, use or disclosure of personal information subject to this article and to promptly furnish the Board with full details of such unauthorized access, use or disclosure to the extent known by the MRSA.
- (f) In the event of an occurrence as described in Clause 36.6(e) above, the MRSA will immediately take all reasonable steps to prevent a reoccurrence of the event.

#### 36.7 DESTRUCTION OF RECORDS

- (a) Records containing the personal information of the Employees, including electronic records media, must be disposed, when required to do so for any reason, by all parties, in such a fashion that ensures that confidentiality is maintained.

#### 36.8 GENERAL

- (a) Any notice under this article is effectively given if personally delivered, sent by facsimile or by registered mail to the following addresses:

The Board:  
c/o Human Resources  
Mount Royal University  
4825 Mount Royal Gate S.W.  
Calgary, Alberta T3E 6K6

The MRSA:  
President, Mount Royal Staff Association  
Mount Royal University  
4825 Mount Royal Gate S.W.  
Calgary, Alberta T3E 6K6

- (b) Notice by mail shall be deemed to be good and sufficient five (5) days after mailing.
- (c) If any provision of this article is deemed to be illegal, invalid or contrary to the law, then that portion of the article shall be deemed to have been severed from the remainder of the article.

### **ARTICLE 37 MRU SERVICE and COMMUNITY ENGAGEMENT**

- 37.1 (a) Mount Royal University values Employee engagement and involvement and the contributions Employees make to the mission of the University. To support this engagement, Supervisors/Managers/Chairs are expected to encourage Employee involvement and service to the Mount Royal Staff Association and the Mount Royal University community.
- (b) This includes, but is not limited to, participation on the MRSA Executive and other Association committees, departmental or institutional committees, convocation and student orientation and MRU community activities such as United Way fundraising and corporate challenge events.
- (c) Scheduling of, and participation in, service and community engagement activities should be mutually agreed upon by the Employee and the Supervisor/Manager/Chair.

### **ARTICLE 38 OUTSOURCING**

- 38.1 Prior to contracting out a complete work unit or department represented by the Association, the University will fully consult the Association.
  - (a) The University agrees to provide the following information to the Association:

- i. The full rationale, relevant to the work that is being reviewed for the potential of contracting out, and
  - ii. Anticipated number of Association positions that will be eliminated as a result of the potential contracting out.
- (b) Within twenty (20) working days of the above information being provided, the Association shall acknowledge receipt and may provide the University, in writing, with any suggestions on productivity improvements, cost, or efficiency savings for consideration by the University.
- (c) Within twenty (20) working days of receipt of the written submission from the Association, the University shall acknowledge receipt and provide a written response regarding the decision related to contracting services.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their authorized officers the day, month and year first above written.

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

Per: \_\_\_\_\_  
Sue Mallon, Chair  
Board of Governors  
Mount Royal University

August 12, 2019  
Date

Per: \_\_\_\_\_  
Tim Rahilly, President  
Mount Royal University

August 12, 2019  
Date

THE MOUNT ROYAL STAFF ASSOCIATION

\_\_\_\_\_  
Baset Zarrug, President  
Mount Royal Staff Association

August 22, 2019  
Date

## APPENDIX I CLASSIFICATIONS AND CORRESPONDING PAY GRADES

### CLASSIFICATIONS PAY GRID

SAD02	Administrative Services II	13
SAD03	Administrative Services III	15
SAD04	Administrative Services IV	17
SAD05	Administrative Services V	19
SAD06	Administrative Services VI	21
SAD07	Administrative Services VII	24
SAD08	Administrative Services VIII	26
SAD09	Administrative Services IX	28
SAD10	Administrative Services X	30
SAD11	Administrative Services XI	32
SAD12	Administrative Services XII	34
SAD13	Administrative Services XIII	36
SAC05	Academic Services V	19
SAC06	Academic Services VI	22
SAC07	Academic Services VII	24
SAC08	Academic Services VIII	26
SAC09	Academic Services IX	28
SAC10	Academic Services X	30
SAC11	Academic Services XI	32
SLB01	Library Assistant I	13
SLB02	Library Assistant II	14
SLB03	Library Assistant III	15
SLB04	Library Assistant IV	19
SLB05	Library Assistant V	20
SLB06	Library Assistant VI	22
SLB07	Library Assistant VII	24
SLB08	Library Assistant VIII	26
SLB09	Library Assistant IX	28
SLB10	Library Systems Analyst	30
SPB01	Public Relations Assistant I	17
SPB02	Public Relations Assistant II	19
SPB03	Public Relations Assistant III	22
SPB04	Public Relations Assistant IV	25
SPB05	Public Relations Assistant V	26
SPB06	Public Relations Assistant VI	28
SPB07	Public Relations Assistant VII	30
SPB08	Public Relation Assistant VIII	32
SCS01	Client Support I	24
SCS02	Client Support II	26
SCS03	Client Support III	30
SCSPV	Client Support Supervisor	34
SDA01	Data Analyst I	30
SDA02	Data Analyst II	32

SDB01	Database Analyst I	32
SDB02	Database Analyst II	34
SDBAD	Database Administrator	36 - 38
SCPTC	Computer Technician	26
SET01	Electronic Technologist I	28
SET02	Electronic Technologist II	30
STSPV	Technical Services Supervisor	34
SLA01	Lab Support Analyst I	26
SLA02	Lab Support Analyst II	30
SLSPV	Lab Support Supervisor	34
SNA01	Network/Senior Technical Analyst I	28
SNA02	Network/Senior Technical Analyst II	32
SNA03	Network/Senior Technical Analyst III	34 - 37
SNADM	Network/Server Data Centre Administrator	37 - 40
SPA01	Programmer Analyst I	28
SPA02	Programmer Analyst II	32
SSA01	Systems Analyst I	32
SSA02	Systems Analyst II	34
SSA03	Systems Analyst III	36
STA01	Technology Assistant I	21
STA02	Technology Assistant II	24
STA03	Technology Assistant III	26
STA04	Technology Assistant IV	28
STA05	Technology Assistant V	30
STA06	Technology Assistant VI	32
STA07	Technology Assistant VII	34
STA08	Technology Assistant VIII	36
SWBMT	Web Master	34
SPH00	Physical Services	13
SPH01	Physical Services I	15
SPH02	Physical Services II	17
SPH03	Physical Services III	19
SPH04	Physical Services IV	22
SPH05	Physical Services V	24
SPH06	Physical Services VI	26
SPH07	Physical Services VII	28
SPH08	Physical Services VIII	30
SPH09	Physical Services IX	32

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**  
**And**  
**THE MOUNT ROYAL STAFF ASSOCIATION**

**Security Representatives allocation of Sick time and Short Term Disability (Security Staff working a fixed averaging work schedule)**

It is hereby agreed that the schedule shall be as follows:

- a) Security Representatives operating pursuant to a fixed average work schedule will work twelve (12), ten (10) and (8) hour shifts, allotment of leave, vacation and holidays shall be calculated and received the same as thirty-seven and one half (37.5) hour Employees. This process is achieved utilizing a fixed averaging schedule over a period of four (4) weeks. This includes but is not restricted to the application of leave with pay, special leaves, vacation and holidays. **For clarity, this means that Security Representatives would receive seven and one-half (7.5) hours allotment for benefits listed above when a day or work day is referred to.** Exceptions as follows:
- b) Security Representatives who access short term disability leave will adjust to a standard Monday to Friday, 7.5 hours per day schedule when on short term disability leave. This would align with the requirements for LTD benefits.
- c) Furthermore, in relation to Sick Time, Security Representatives sick time allocation would be any illness which causes them to be absent from duty for a period of four (4) consecutive working days, or less. Sick time will be calculated at the actual numbers of hours worked. All other sections of 22(b) of the Collective Agreement will be applicable.

\_\_\_\_\_  
Mark Friesen  
Board of Governor's  
Negotiating Committee

\_\_\_\_\_  
Baset Zarrug  
Mount Royal Staff Association  
Negotiating Committee

February 12, 2019

Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
And  
THE MOUNT ROYAL STAFF ASSOCIATION**

**Implementation of Article 1.13 (i) Casual Employee**

The parties have agreed to a new definition for Casual Employees in Article 1.13 (i) and the application of the Collective Agreement for Casual Employees in Article 2.1(g).

In order to facilitate notice of this change in practice, the parties agree that the deadline for compliance is June 30, 2020.

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Mark Friesen  
Board of Governor's  
Negotiating Committee

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Baset Zarrug  
Mount Royal Staff Association  
Negotiating Committee

March 21, 2019  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
And  
THE MOUNT ROYAL STAFF ASSOCIATION**

**Secondment Pilot Program – Business Retail Services**

This program will be piloted within the Business and Retail Services Department (BRS) until June 30, 2020 at which time this Memorandum of Agreement expires.

The purpose of this Program is to formally acknowledge intra-departmental secondments, as well as other development opportunities, to allow staff to build skills and competencies that may not otherwise be available within the current role and assigned duties. It is also an opportunity to create further engagement through a formal process that contributes to alignment between career growth and operational needs.

1. Interested Employees within the Business and Retail Services Department will complete an Expression of Interest and submit it to their Manager before September 2019 to receive full consideration.
2. The BRS leadership team will review submissions with Human Resources and identify immediate opportunities that include, but are not limited to, position secondment, job shadowing and projects.
3. Where opportunities are identified, the Manager will review them with the Employee. Implementation is conditional on the Manager's approval, and the Employee's acceptance, of any such opportunity. A final documented plan will be presented to the Employee for signature. Implications with respect to Article 26 Acting Incumbent, if any, will be addressed in the final documented plan.
4. Participating Managers and Employees are required to complete a Program evaluation feedback form upon their completion of the Program.
5. A request for early termination of the approved plan will be reviewed by the impacted Manager(s) on a case by case basis. Managers will provide as much advance notice as possible should any changes need to be made to the approved plan.

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Mark Friesen  
Board of Governor's  
Negotiating Committee

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Baset Zarrug  
Mount Royal Staff Association  
Negotiating Committee

May 16, 2019  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY  
And  
THE MOUNT ROYAL STAFF ASSOCIATION**

**Wage Re-Opener for 2019**

1. The Parties agree to a Wage Re-opener for July 1, 2019 - June 30, 2020.
2. The Parties shall commence negotiations to reach agreement on the Wage Re- Opener on (or around) one week following ratification of the Collective Agreement.
3. The only item open for negotiations shall be the across-the-board salary adjustment.
4. This Wage Re-Opener shall not be construed in any way as "opening the agreement" for negotiation on any other issues by either Party.
5. If the Parties have not been able to agree upon the above item within two weeks of negotiations on the Wage Re-Opener, either Party may give written notice to the other Party of its desire to submit resolution of the item to interest arbitration, before a three-member panel comprised of a nominee of both parties and a mutually acceptable chair. If the Parties are unable to agree upon the Chair, the Director of Mediation Services shall appoint one.
6. The arbitration hearing shall be held no earlier than September 30, 2019. In reaching its decision, the arbitration panel shall consider the matters identified in section 38 of the Public Service Employee Relations Act (PSERA).
7. Any settlement after July 1, 2019, for all active employees, employed by the University on the date of the wage reopener arbitration decision, shall be retroactive to July 1, 2019. Any retroactive pay will be prorated for employees hired after July 1, 2019.

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Mark Friesen  
Board of Governor's  
Negotiating Committee

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Baset Zarrug  
Mount Royal Staff Association  
Negotiating Committee

May 28, 2019  
Date

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY**  
**And**  
**THE MOUNT ROYAL STAFF ASSOCIATION**

**Workload Review Discussions**

The Parties agree to the following:

1. If an individual has an issue with managing workload, they may discuss their concerns with their Supervisor or designate.
2. If, following the initial discussion, the workload concern remains unresolved, the Employee may request a formal meeting with their Department Director, Dean or designate. A request for such a meeting shall not be unreasonably denied. If requested by the Employee, an Association Representative may attend the meeting.
3. If the workload concern has broader implications, it may be forwarded to the Employee Relations Committee.
4. This Letter of Understanding will expire on June 30, 2020

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Mark Friesen  
Board of Governor's  
Negotiating Committee

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Baset Zarrug  
Mount Royal Staff Association  
Negotiating Committee

May 3, 2019  
Date