

MOUNT ROYAL UNIVERSITY

COLLECTIVE AGREEMENT

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

July 1, 2009 – June 30, 2012

This AGREEMENT made this 1st day of July 2009

between

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

and

THE MOUNT ROYAL SUPPORT 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 Support 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 Support 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 Support Staff Association" sometimes referred to as the "MRSSA".
- 1.3 **Association officers:** members appointed or elected by the membership to hold executive office.
- 1.4 **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.
- 1.5 **Board:** Board of Governors, Mount Royal University.
- 1.6 **Casual:** an individual who is employed by the University who cannot be defined as a Regular Full-time, Regular Part-time, Continuing Term Full-time, Continuing Term Part-time, Conditionally Funded Term Full-time, Conditionally Funded Term Part-time, Limited Term Full-time, Limited Term Part-time, Replacement Term Full-time, Replacement Term Part-time, or Probationary Employee. Casual includes students who are employed by the University on a temporary basis during a semester regardless of the frequency or number of hours worked, but not with the intention of replacing any employee identified within Article 1.8.
- 1.7 **Code:** the Employment Standards Code.
- 1.8 **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 approximately coinciding with the academic year identified in the University calendar. Such an employee is hereinafter referred to as a "Continuing Term Full-time Employee" or a "Continuing Term Part-time Employee". The portion of a year during which a Continuing Term Employee does not work or receive salary is identified as an inactive period. Subject to Article 13.2, Continuing Term Employees will be subject to only one probationary period when initially hired by the University.
 - (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 and which is conditionally funded. Such an employee works on a regular schedule, for a period not less than three (3) consecutive months and not more than twenty-

four (24) consecutive months. If this employment is continued beyond twenty-four (24) consecutive months, then the employee and position become regular or continuing term.

- (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 sixty (60) consecutive months. If this employment is continued beyond sixty (60) months, the employee and position become regular or continuing term.
- (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**
 - (i) An individual occupying a position for a trial period of six (6) months at work, which may be extended up to a further three (3) months at work by the University and where employment may be terminated without recourse to the adjudication procedure. When the initial probationary period is to be extended, the manager will advise the employee in writing with a copy to the Department of Human Resources and the Association at least ten (10) working days prior to the extension;
 - (ii) Dialogue between the Supervisor/Manager/Chair and the employee is expected and is intended to promote meaningful communication and the identification of job related issues throughout the entire probationary period. All Supervisors/Managers/Chairs shall provide employees with a written interim performance review, stating performance expectations if necessary and as appropriate at approximately the mid-point of the six (6) month probationary period.
 - (iii) After a successful probationary period, a written performance evaluation shall be given to the employee as per Article 15.

1.9 **Immediate Family:** Spouse, parent, step-parent, guardian, in “loco parentis”, grandparent, grandchild, son, stepson, daughter, stepdaughter, foster-child, brother or sister of the employee or spouse.

1.10 **Inactive Period:** a temporary cessation of work and salary, initiated by the University, and subject to the following conditions:

- (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 week

shall 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 27, 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 11 (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.
- 1.11 **Manager:** an individual occupying a position that is classified within the University's management group, and that is excluded from the Mount Royal Support Staff Association and Mount Royal Faculty Association bargaining units.
- 1.12 **Member:** a person who belongs to the bargaining unit.
- 1.13 **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.
- 1.14 **Retiring Allowance:** In accordance with Canada Revenue Agency guidelines and with reference to Article 14.1 (b) a retiring allowance is an amount paid to employees at the time they leave or lose employment. A retiring allowance does not include pay in lieu of notice.
- 1.15 **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 and who has been publicly represented as the employee's spouse throughout this period.
- 1.16 **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.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 This Agreement shall be effective as of the 1st day of July 2009 and shall remain in full force and effect until the 30th day of June 2012. 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 Either party shall, not earlier than December 1 and not later than March 1 preceding the expiry of the term of the Agreement, give to the other in writing, a notice to commence collective bargaining.
- 4.2 The notice to commence collective bargaining shall:
 - (a) identify the three (3) to five (5) persons, (in the case of the Association, one of whom must be the Association President), resident in Alberta with authority to:
 - (i) bargain collectively,
 - (ii) conclude a collective agreement,
 - (iii) sign a collective agreement; and,
 - (b) be served personally or by mailing it by registered mail to the last known business address of the addressee, and in the event that the notice is mailed, the date of mailing shall be treated as the date of service.
- 4.3 Within fifteen (15) working days of receipt of a notice to commence collective bargaining the other party shall by notice in writing to the other party identify the three (3) to five (5) persons resident in Alberta with the same authority as outlined in 4.2 (a).

- 4.4 Upon service of the notice to commence collective bargaining, the representatives of the Association and the Board, without delay but in any event within thirty (30) working days after the notice is given, unless otherwise agreed upon, shall:
- (a) meet and commence to bargain collectively in good faith,
 - (b) make every reasonable effort to enter into a collective agreement.
- 4.5 Any conclusions reached in the aforementioned negotiations shall, if so agreed, be made retroactive to the 1st day of July of any year during the currency of this Agreement.
- 4.6 If either party has given notice pursuant to Article 4.3, this Agreement shall remain in full force and effect during any period of negotiations and shall remain in full force and effect until a settlement is reached.
- 4.7 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 If the parties are unable to reach agreement, the dispute will be settled in accordance with Part 6, Resolution of Collective Bargaining Disputes, as defined in the Public Service Employee Relations Act, Sections 28-43 inclusive.

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 1.9.

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 assessments 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 MRSSA 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 Support Staff Association shall have representation on the following University bodies:

- (a) Budget Advisory Committee - two appointed members
- (b) Occupational Health and Safety Committee - one appointed member.

6.5 NOTICES AND COMMUNICATION

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

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 provide as much advance notice as possible when requesting time off. Time off shall be granted to:

- (a) Association officers and designated representatives (not to exceed three (3) in number) for time spent meeting with representatives of the University pursuant to Article 5;
- (b) members of the MRSSA Negotiating Committee (not to exceed five (5) in number) during negotiation meetings and for the purpose of preparing for negotiation meetings with the Board. One member of the Negotiating Committee designated as a researcher (this may be a rotating position), shall be granted three (3) hours per week during the eight week period immediately preceding the commencement of the formal negotiation process and continue throughout the negotiations. All five members shall be granted one (1) hour prior to each negotiation meeting for the purpose of preparation;
- (c) a Representative for time spent discussing possible grievances with supervisors and/or representatives of the University;
- (d) the grievor and the Representative for time spent discussing grievances with representatives of the University as outlined in Article 11;
- (e) Association members appointed to represent the MRSSA on committees where the University and/or MRSSA requests representatives;

- (f) Members of the MRSSA negotiating team to participate in two (2) days of training in Interest Based Bargaining or related negotiation skills development. Training shall be arranged in joint consultation between the MRSSA and the Board of Governors negotiating teams prior to the commencement of negotiations. A minimum of one (1) day shall be arranged to take place prior to the commencement of negotiations. Timing of the second day, or parts thereof, shall be arranged through mutual agreement between the MRSSA and the Board of Governors negotiating teams. The cost of this training shall be split 50/50 between the Board of Governors and the MRSSA.

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. This person 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.
- (b) hold the office of Vice-President (up to two (2) persons). These persons 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 absence of the President, the Association executive may designate the President's duties and designated time off to conduct Association business to either one of the Vice-President positions as they deem appropriate.
- (c) hold the office of Treasurer/Secretary. This person 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 and provide secretarial support to the Association. Such time off requires approval by the manager. This approval shall not be unreasonably denied.
- (d) hold the office of Representative (not to exceed eight (8) in number). The representative shall be allowed one (1) hour time off with pay per week to provide support to the Association. Such time off requires approval by the manager. This approval shall not be unreasonably denied.
- (e) are members of the Education, Training and Development committee (not to exceed seven (7) in number). In order to administer education, training and development funds, each committee member shall be allowed one (1) hour time off with pay per week to provide support to the Association. Such time off requires approval by the respective manager. This approval shall not be unreasonably denied.
- (f) are designated as delegates (not to exceed two (2) in number) representing the Association at the Association of Canadian Community Colleges and Institutes. Such time off requires approval by the manager and this approval shall not be unreasonably denied.
- (g) are members of the Policy and Procedures committee (not to exceed three (3) in number). In order to write and keep the policies up to date, the committee members shall be allowed two (2) hours time off with pay per month to provide support to the Association. Such time off requires approval by the respective manager. This approval shall not be unreasonably denied.

7.3 Time off, without pay, shall be granted to Association members who:

- (a) are elected to the Association Executive Committee to attend regular scheduled meetings of this Committee;
- (b) are designated as delegates (not to exceed four (4) in number) representing the Association at one major convention of other employee organizations per contract year.

7.4 Time off with pay shall be granted, as needed, to the Association member who represents the MRSSA on the Board of Governors of Mount Royal University to attend Board meetings.

7.5 Time off with pay shall be granted up to one (1) hour to Association members for the purpose of attending the

Annual General Meeting provided this occurs during the employee's normal working hours. This is subject to the operational requirements of the University.

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

7.6 After holding Association officer elections, the Association shall notify the department Manager/Chair/Dean and Department of Human Resources no later than July 30th 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 MRSSA will inform the employee's Manager/Chair/Dean and Department of Human Resources within thirty (30) days of the appointment.

ARTICLE 8 MANAGEMENT RIGHTS

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

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 Support Staff Association is the sole representative of support staff employees at the University. All employees are encouraged to seek representation and support from the Mount Royal Support Staff Association.

10.2 All disciplinary action shall be dealt with by the employee's manager who is exempt from the Mount Royal Support Staff Association. 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 Support Staff Association.

10.3 (a) All disciplinary action shall take place within ten (10) working days of the date the employee's manager became aware of the employee's involvement in the incident giving rise to the disciplinary action. The ten (10) day time limit may be extended by mutual agreement between the University and the Association.

(b) Subject to Article 14, no employee shall be dismissed or disciplined except for just cause.

10.4 Disciplinary action may commence at any Step in instances of theft, physical abuse, substance abuse on the job, insubordination, excessive or repeated lateness, failure to follow established safety procedures, or an incident of equal gravity. In the case of such action, the employee shall be informed of his rights to the Grievance Procedure (Article 11).

10.5 The University recognizes the principle of progressive discipline. Subject to consideration of Article 10.4 above, the following forms of discipline shall be available when discipline of an employee is warranted.

Step I First Reprimand. The employee shall be provided verbally with the reasons for the reprimand at the time the reprimand is given. Within five (5) working days of the verbal reprimand, written documentation detailing the reason(s) for the reprimand shall be provided to the employee.

Step II Second Reprimand. The employee shall be provided verbally with the reasons for the reprimand at the time the reprimand is given. Within five (5) working days of the verbal reprimand, written documentation

detailing the reason(s) for the reprimand shall be provided to the employee.

Step III Probation. An employee who is to be placed on probation pursuant to this Article shall be given written notice, stating the reasons thereof. Such probationary period shall not exceed sixty (60) days. The written notice shall be addressed to the employee and shall indicate the effective date of the probationary period, the length of the probationary period, and the reason(s) for the probationary period. An employee placed on disciplinary probation shall not be considered a probationary employee pursuant to Article 1.8 (h).

Step IV Suspension. Suspension of an employee with or without pay for a maximum of fifteen (15) working days shall within three (3) working days thereof, be in documented form. Such documentation shall be addressed to the employee and shall indicate the effective date of suspension, the length of suspension and the reason(s) for such suspension.

Step V Dismissal. Within two (2) working days of the dismissal, the dismissal shall be confirmed by written notice to the employee and that notice shall contain the reason(s) for the dismissal.

10.6 Where required, documentation of disciplinary steps shall be in duplicate with one copy forwarded to the Department of Human Resources and one copy given to the employee. With the written consent of the employee, their name shall be given to the Mount Royal Support Staff Association.

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.

10.7 An employee who has been subjected to disciplinary action may, after thirty-six (36) months from the date the disciplinary action was invoked, request the Department of Human Resources to purge the employee's personnel file of the disciplinary action. Such request shall be granted providing:

- (a) the employee's file does not contain any further record of disciplinary action during that thirty-six (36) month period; and/or
- (b) the disciplinary action is not the subject of an unresolved grievance.

There are occasions when the documentation of disciplinary action shall remain on the employee's file indefinitely. These occasions are determined by the nature and/or the severity of the action which precipitated the discipline. The decision to retain such documentation on the employee's file shall be made by mutual agreement between the Associate Vice-President, Human Resources or designate and the President of the MRSSA.

ARTICLE 11 GRIEVANCE PROCEDURE

11.1 A Grievance means a difference arising:

- (a) as to the interpretation, application or operation of this Agreement;
- (b) with respect to a contravention or alleged contravention of this Agreement; or,
- (c) as to whether a difference referred to in subclauses (a) and (b) can be the subject of adjudication.

11.2 Subject to 11.3 any employee who feels that he has been unjustly dealt with, disciplined, discriminated against or terminated, shall have access to the Grievance Procedure and the Association shall be so informed in writing of any grievance under this procedure.

11.3 Probationary employees shall have access to the Grievance Procedure in the above cases except termination.

11.4 A Grievance shall be settled in the following manner:

- (a) **Step 1** Within seven (7) working days from the date of the incident or knowledge of the incident, the employee shall discuss the matter with his immediate supervisor with a view to resolving the grievance. (Association representative may be present if the employee so wishes).
- (b) **Step 2** If there is no settlement in Step 1, the employee shall discuss the grievance with the next level of supervision within seven (7) working days of the Step 1 meeting with a view to resolving the grievance. (Association representative may be present if the employee so wishes).
- (c) **Step 3** If there is no settlement in Step 2, a written statement of the grievance shall be submitted by the President of the Association on behalf of the grievor(s) to the Associate Vice-President, Human Resources within seven (7) working days of the Step 2 meeting.

Within seven (7) working days of receiving the statement of grievance, the Associate Vice-President, Human Resources shall arrange to meet with the parties involved in Step 2 of the grievance, and an Association representative with a view to resolving the grievance.

- (d) **Step 4** If there is no settlement in Step 3, the grievance will be referred to mediation with a view to resolving the grievance. The mediator shall be determined by mutual agreement between the Associate Vice-President, Human Resources and the President of the MRSSA.
- (e) **Step 5** If there is no settlement in Step 4, the grievance may be referred to adjudication as provided in the Public Service Employee Relations Act, Section 52-64. Where either the University or the Association requests that a grievance be submitted to adjudication, the request shall be submitted to the other party, in writing, within fourteen (14) days of the Step 3 meeting.

11.5 Either party may request an extension of the time limits mentioned in 11.4 provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be denied unreasonably.

11.6 (a) If a difference arises as to the interpretation, application, operation or any contravention or alleged contravention of this Agreement, or as to whether any such difference can be the subject of adjudication, the University or the Association shall submit the grievance in writing within ten (10) working days from the date the grievor became aware of the incident prompting the grievance and the grievance shall proceed from Step 3 of the grievance procedure.

(b) If the parties are unable to resolve any difference referred to in the preceding clause, either party shall notify the other in writing and they shall follow the adjudication procedure as outlined in Sections 52-64 of the Act.

11.7 In the event the grievor fails to follow the procedure and time limits established in the adjudication procedure, the grievance shall be deemed to be abandoned.

11.8 When the recipient of the grievance fails to respond within the time limits prescribed in the adjudication procedure, the grievance shall advance to the next step of the adjudication procedure.

11.9 If in the opinion of the parties, an employee has been unjustly suspended or 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 in the opinion of the parties or in the opinion of an Adjudicator or Adjudication Board, if the matter is referred to an Adjudicator or Adjudication Board.

ARTICLE 12 NON-DISCRIMINATION

12.1 Neither the Board nor its representatives shall discriminate against, or harass, employees with respect to employment on the grounds of race, religious or political beliefs, colour, gender, gender identity, sexual orientation, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, or

membership or activity in the Association as provided under the terms of this Agreement.

ARTICLE 13 JOB POSTINGS, PROMOTIONS AND TRANSFERS

13.1 JOB POSTINGS

Notices outlining details of every available position shall be maintained on notice boards at prominent locations on the campus and/or 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 PROMOTIONS

- (a) When an employee accepts a position with a higher classification than the position he/she currently occupies, this shall be known as a promotion and the employee shall be placed on probation in accordance with Article 1.8 (h).
- (b) Should the employee prove to be unsuitable during the probationary period, the University shall make every effort to place the employee in a vacant position for which the employee is qualified, and is capable of performing. If such placement is not possible, the employee shall be provided with termination notice or equivalent salary in lieu of notice in accordance with the table in Article 14.1 (a).

13.3 TRANSFERS

- (a) When an employee accepts a position with the same or a lower classification than the position he/she currently occupies, this shall be known as a transfer.
- (b) When the employee transfers to a position within the same department in the same classification, with the same job functions, and with the same supervisor, the employee shall not be placed on probation.
- (c) When an employee transfers to a position, not as defined in 13.3 (b), the employee shall be placed on probation in accordance with Article 1.8 (h).
- (d) Should the employee prove to be unsuitable during the probationary period, the University shall make every effort to place the employee in a vacant position for which the employee is qualified, and is capable of performing. If such placement is not possible, the employee shall be provided with termination notice or equivalent salary in lieu of notice in accordance with the table in Article 14.1 (a).

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 payment in respect to a loss of employment as follows:

Completed Years of Service	Weeks of Salary	Completed Years of Service	Weeks of Salary
Up to 1	2	11	22
1 - 2	4	12	24
3	6	13	26
4	8	14	28
5	10	15	32
6	12	16	36
7	14	17	40
8	16	18	44
9	18	19	48

10	20	20+	52
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- (b) Upon mutual agreement between the employee and his/her 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 1.8, and
 - (b) employee qualifications and competence.
- 14.3 Where these factors are determined to be relatively equal by the University, 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 Policy 940-2.7
- 14.5 In the event that a position in the bargaining unit is abolished and the individual is subsequently rehired by the University within a 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, however, previous employment with the University may be considered.

ARTICLE 15 PERFORMANCE EVALUATIONS

- 15.1 Informal discussions on performance should take place between an employee and his/her supervisor/manager/chair throughout the year. A formal written evaluation of each employee shall occur on an annual basis.
- 15.2 The evaluation shall be based upon the previous year's performance and/or goals and objectives for the previous and future year.
- 15.3 A meeting shall take place between the employee and his/her supervisor/manager/chair, following which a written summary of the evaluation shall be prepared and reviewed with the employee and shall be signed by both parties as witness to having read the contents, but not as indication of agreement with the contents on the part of the employee.
- 15.4 The written evaluation must be completed by the employee's immediate supervisor (or designate) one (1) month prior to the employee's anniversary date. In the case of a conditionally funded term, limited term, or replacement term employee, an evaluation must be completed before the expiry of the current term.
- 15.5 The evaluation form shall include space for written comment by the employee.
- 15.6 The employee shall be given a copy of the signed written evaluation.
- 15.7 The original evaluation form, with signatures as described in clause 15.4 and comment or rebuttal as described in clause 15.5, shall be forwarded immediately to the Department of Human Resources for inclusion in the employee's personnel file.
- 15.8 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 MRSSA Executive with written approval of the employee.

ARTICLE 17 CLASSIFICATION

17.1 The University may alter classifications, or establish new classifications, and set salary scales related thereto as outlined in Appendix II during the term of this Agreement and shall notify the Association of any such change within fifteen (15) working days, stating the reasons.

17.2 Following discussions with the Department of Human Resources, if the Association is not in agreement with the salary set in accordance with 17.1, it may, within fifteen (15) working days of the date of receipt of such notification, submit the matter as a grievance commencing at the Step 3.

17.3 The University shall provide access to the classification guidelines and a copy of the employee's job description to an employee upon request.

17.4 The University shall provide a list of all positions reviewed by the Classification Review Committee and their corresponding outcomes quarterly in March, June, September, and December of each calendar year.

17.5 When the University excludes a new classification or position from the bargaining unit, it shall advise the Association 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 the Step 3 of the grievance procedure.

ARTICLE 18 OCCUPATIONAL HEALTH AND SAFETY

18.1 HEALTH AND SAFETY

(a) The University agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place including a properly heated and lighted working environment that is free of pollution in accordance with applicable federal, provincial and municipal health and safety legislation and regulations.

(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, which shall be maintained and replaced, where necessary, at the employer's expense.

(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 where the employee believes that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. Where in such circumstances, the employee does not work, the employee shall not suffer a loss of pay provided that the employee's decision is upheld by the University Occupational Health and Safety Committee. The decision of the University Occupational Health and Safety Committee shall be binding upon both the employee and the University.

18.2 WORKERS' COMPENSATION

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.

18.3 SUBSTANCE ABUSE

- (a) The University has established guidelines for the handling of substance abuse as follows:
 - (i) all employees are eligible for assistance in obtaining treatment for substance abuse which repeatedly interferes with their job performance;
 - (ii) the provision of general illness leave Article 22 (c), shall apply;
 - (iii) at all times during the handling of an employee problem, confidentiality shall be honoured.

- (b) Voluntary Referral:
 - (i) If any employee experiences a problem and volunteers this information, assistance shall be given in obtaining treatment from a substance abuse treatment provider.
 - (ii) If after treatment has commenced and a pattern of poor performance persists or develops, arrangements shall be made, with the employee's consent, to receive a report of ongoing compliance with the treatment program from the treatment provider.
 - (iii) The employee shall be interviewed by the appropriate member of the management group and a representative of the Department of Human Resources and advised in writing that their performance must improve or appropriate disciplinary action shall be taken.
 - (iv) If work performance does not improve, or if after a time of improvement, the performance again deteriorates, the treatment provider shall be consulted to confirm compliance with the treatment program.
 - (v) Continued unsatisfactory work performance may result in suspension or termination.

- (c) Compulsory Referral:
 - (i) If an employee develops a pattern of unsatisfactory job performance, the pattern of job performance shall be thoroughly documented. Factors such as absenteeism, lateness, poor physical appearance, reduced efficiency, difficulty and conflict between employees shall be noted.
 - (ii) When a pattern of deteriorating work performance is evident, an initial interview with the appropriate management group personnel shall be held. The employee shall be informed in writing that:
 - (1) their work performance is unacceptable; and
 - (2) assistance is available.
 - (iii) The Department of Human Resources shall, with the employee's knowledge, arrange an assessment interview with a treatment provider.
 - (iv) Refusal or failure to attend treatment may result in suspension or termination.

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 hours of work for Regular Full-time and Continuing Term Full-time Employees shall be:
- (a) thirty-five (35) hours per week, and seven (7) hours per day; and,
 - (b) thirty-seven and one half (37 1/2) hours per week for all non-clerical employees in the Maintenance Department and the Department of Security Services and Public Safety; and,
 - (c) non-clerical employees in the Department of Security Services shall normally work a twenty-eight (28) day cycle consisting of a maximum of one hundred fifty (150) hours. Each shift within that twenty-eight (28) day cycle shall not be longer than twelve (12) hours; or,
 - (d) as arranged in accordance with Article 20.10 or 20.11.
 - (e) the maximum hours of work that an employee may be scheduled to work in a day is twelve (12) hours.
- 20.2 Regular Part-time Employees will work on a normal schedule as per Article 1.8 (b).
- 20.3 An employee's hours of work must be confined within a period of twelve (12) consecutive hours in any one work day, 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.
- 20.4 An employee who, for personal reasons, requests to work hours in excess of the normal working day, as agreed with the Supervisor/Manager/Chair, shall receive compensation through an equal amount of release time arranged with the Supervisor/Manager/Chair.
- 20.5 The normal work week for Regular Full-time Employees with the exception of those in the Department of Security Services, shall consist of five (5) work days with two (2) consecutive days off.
- 20.6 Changes in Schedule
- (a) Where a change in schedule occurs or a rotating schedule is in effect, the weekly number of hours and days of work may be averaged over a four (4) 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 or as arranged in Article 20.10 or 20.11.
 - (b) The normal daily and weekly working schedules, in effect for Full and Regular Part-time Employees shall remain unchanged, except in cases of emergency. The University shall advise the employee a minimum of fourteen (14) calendar days in advance of a change in schedule and the reasons for the change as it relates to the needs of the public and/or the efficient operation of the University.
 - (c) The change in schedule shall become the normal daily and weekly working schedule. This clause is not intended to apply to single or occasional instances, nor is it intended to reduce the employee's eligibility for overtime.
 - (d) Where the University requires that an employee's rest days be changed from Saturday and/or Sunday, such an employee shall be eligible for the weekend premium as per Article 25.1, or as arranged in accordance with Article 20.10 or 20.11.
- 20.7 The daily hours of work shall 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 shall not be considered working time.

- 20.8 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 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. Rest periods cannot be used to shorten the work day and may not normally be taken immediately before or after the lunch break.
- 20.9 Employees shall have not less than ten (10) hours off between work periods except in the case of overtime or as otherwise mutually agreed.
- 20.10 Modified Hours of Work
- (a) Modified Hours of Work is a work schedule which permits temporary adjustment of the schedule of daily or weekly hours worked which takes into consideration the needs of the University and/or the Department and the desires of the individual.
 - (b) The Supervisor/Manager/Chair and the employee, with mutual consent and with the approval of the Supervisor/Manager/Chair, may agree to arrange modified hours of work on a daily or weekly basis.
 - (c) Any balance of hours created as a result of modified hours of work shall normally be taken at a mutually agreed upon time within a reasonable timeframe. The Supervisor/Manager/Chair shall not unreasonably deny the request.
- 20.11 Scheduled Flexible Hours of Work
- (a) Unless mutually agreed between the Supervisor/Manager/Chair and the employee, there will be no scheduled flexible hours of work.
 - (b) Scheduled flexible hours of work are normal hours of work which may be varied to accommodate a flexible system of working hours which takes into consideration the needs of the University and/or the Department and the desires of the individual.
 - (c) The terms of the variation must be clearly stated in written form and both the Supervisor/Manager/Chair and employee shall have a copy of this document.
 - (d) The terms of the flexible hours of work agreement shall not result in a reduction in salary or benefits to the employee.
 - (e) 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.
 - (f) Changes to or cancellations of flexible hours of work can be suggested and shall be considered. Such changes shall be mutually agreed to and approved in accordance with the conditions outlined above, and may be initiated by either party with a minimum of fourteen (14) calendar days of notice.
 - (g) Flexible hours cannot be banked unless the employee is working a minimum of their regularly scheduled hours in a pay period.
- 20.12 An employee shall not be disciplined for refusing to enter into a modified hours of work or a scheduled flexible hours of work arrangement.

ARTICLE 21 ATTENDANCE

- 21.1 An employee who is unable to report for duty shall communicate daily with the employee's immediate supervisor within two (2) hours of the time the employee was to report for work, or 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 ILLNESS

(a) General Conditions

- (i) Illness means any illness, injury or quarantine affecting an employee, 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 within two (2) hours of the time the employee was to report for work. 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) Casual Illness

- (i) Casual illness means an illness which causes an employee to be absent from duty for a period of five (5) consecutive working days or less.
- (ii) Leave with pay due to casual illness shall be for a maximum of twelve (12) working days each January 1 - December 31 year. For a period of employment less than one year, this entitlement shall be calculated on the basis of one (1) day for each month worked.
- (iii) If an employee uses their total casual sick leave entitlement, the employee is not entitled to further paid casual sick leave for that year. Any further casual sick leave taken during that year shall be regarded as Leave of Absence without pay.
- (iv) Casual illness entitlement shall have application only to days on which an employee would otherwise normally be scheduled to work.

(c) General Illness

- (i) General illness means an 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 may 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 general illness pay must submit the appropriate Long Term Disability forms to the Long Term Disability carrier.

- (v) Leave with pay due to general illness shall be for a maximum of sixty-five (65) working days. An employee who returns to work from general illness 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 general illness and Long-Term disability benefits. In the case of a new illness the sixty-five (65) working days. of general illness will be reinstated immediately.
 - (vi) Benefits will continue for the duration of general illness leave.
- (d) Long Term Disability
- (i) Upon approval of the 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 general illness entitlement has expired, the employee will commence on Long-Term Disability upon approval of the Carrier. The employee will remain on Long Term Disability subject to the provisions of the 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 to attend employee medical, dental and eye appointments requires authorization by the immediate supervisor in advance and shall be scheduled to least interfere with the employee's regular hours of work. Time off in excess of three (3) consecutive hours during scheduled hours of work shall be charged against casual illness entitlement.

ARTICLE 23 LEAVES FROM THE UNIVERSITY

23.1 PARENTAL LEAVE

Employee eligibility for maternity leave, paternity leave and adoption leave is as described below:

23.1 (a) Maternity Leave

An employee who has completed one (1) year of continuous service with Mount Royal University may apply for a maternity leave without pay for a maximum period of up to twelve (12) months. Employees must apply in writing for such leave to their Manager or Chair at least six (6) weeks in advance of the leave.

- (i) An employee granted leave without pay for maternity reasons pursuant to subsection (a) 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.
- (ii) An employee who has completed one year of continuous service and resigns for maternity reasons and who is re-employed in any regular capacity, within six (6) months from the date of the employee's resignation, shall be considered as having been on leave without pay.

- (iii) Maternity leave may commence up to twelve (12) weeks before the estimated date of delivery.
- (iv) Should an employee commence maternity leave, the employee may continue extended health care, life insurance including accidental death and dismemberment, dental, and long term disability benefit coverage 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 absence, except that the employee shall not be required to prepay the employer's share of premiums for that part of the employee's absence during which the employee is receiving salary from the University.
- (v) The parties acknowledge that subject to the requirements of Human Resources, Canada, the SUB Plan agreed upon in 1991 shall remain in effect for the duration of this agreement.
- (vii) 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.

23.1 (b) Paternity Leave

- (i) A male employee who has completed one (1) year of continuous service at the time of application shall be granted up to twelve (12) months paternity leave without pay, providing such leave is completed by the end of the 52nd week following the birth of the child. The employee shall provide proof of the birth of the child and shall give the University six (6) weeks notice in writing of the expected day on which the leave is to commence.
- (ii) An employee granted leave without pay for paternity reasons pursuant to subsection (i) 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.
- (iii) A male employee shall be granted two (2) days leave with pay to attend to the employee's spouse in the event of the childbirth.
- (iv) Should an employee commence paternity leave, the employee may continue Alberta Health Care, extended health care, dental, life insurance including accidental death and dismemberment and long term disability benefit coverage 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 absence.
- (v) Service with the University continues to accrue for the duration of the paternity 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 paternity leave from the University.

23.1 (c) Adoption Leave

- (i) Following one (1) year of continuous service, and upon six (6) weeks notice being given to the University, an employee (one adopting parent) shall be granted leave of absence without pay for up to twelve (12) months, providing such leave is completed by the end of the 52nd week from the date of the child's placement. The employee shall be required to furnish proof of adoption.
- (ii) An employee granted leave without pay for adoption reasons pursuant to subsection (i) 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 employee's intended date of return.
- (iii) Should an employee commence adoption leave, the employee may continue extended health care, dental, life insurance including accidental death and dismemberment and long term

disability benefit coverage 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.

- (iv) 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.
- (v) The parties acknowledge that subject to the requirements of Human Resources, Canada, the SUB Plan agreed upon in 1991 shall remain in effect for the duration of this agreement.

23.2 SPECIAL LEAVE

(a) Definition of terms:

- (i) Spouse means 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 and who has been publicly represented as the employee's spouse throughout this period.
- (ii) Immediate family means spouse, parent, step-parent, guardian, in "loco parentis", grandparent, grandchild, aunt, uncle, son, stepson, daughter, stepdaughter, foster-child, brother or sister of the employee or spouse. Other persons whom the employee considers to be immediate family may be approved at the discretion of the Supervisor/Manager/Chair.

(b) Compassionate Leave

- (i) In the event of a death in an employee's immediate family, that employee shall be allowed leave, without loss of regular pay, not to exceed five (5) working days, together with any necessary travelling time not to exceed two (2) working days.
- (ii) If the death occurs during a period of vacation the employee shall be allowed compassionate 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 as a pallbearer or mourner of persons other than those specified above, upon approval of the immediate supervisor. A request for time in excess of one half ($\frac{1}{2}$) day shall be approved at the discretion of the Supervisor/Manager/Chair.
- (iv) Full-time employees who receive Compassionate Care Benefits and are subject to the two week waiting period pursuant to the provisions of the Employment Insurance Compassionate Care Benefits plan shall be entitled to the following additional payment from the University:
 - (1) The University shall pay ninety-five (95) percent of the employee's regular salary during the two (2) week waiting period immediately prior to the date the employee receives Employment Insurance benefits.

(c) Family Illness

- (i) In the event of an illness in an employee's immediate family, an employee shall be entitled to four (4) normal work days off without loss of regular earnings, in any one January 1 to December 31 year. For purposes of this Article, family illness is an illness that requires the presence of the employee to:
 - (1) make arrangements for the care of the immediate family member who is ill; or,
 - (2) to attend to the immediate family member who is ill and who cannot be left alone.
- (ii) Additional family illness leave may be granted upon approval of the appropriate Dean/Director.

(iii) In order to attend the immediate family member who is ill, with mutual consent of the Supervisor/Manager/Chair and the employee, a modified or flexible hours of work arrangement as specified in Article 20.10 or Article 20.11 may be arranged, or a Leave of Absence without Pay as specified in Article 23.3 may be requested.

(d) Change of Domicile

An employee who changes place of residence which necessitates the moving of household effects during the employee's normal working hours, shall be granted one (1) work day of leave with pay for the purpose of moving household effects, to be taken at a time mutually agreed upon by the employee and the employee's supervisor, in any one January 1 to December 31 year.

(e) Disaster Conditions

After three (3) months of continuous service, an employee shall be granted one (1) working day per year, without loss of pay, for disasters (e.g. flood, fire) demanding the immediate personal attention of the employee. Additional time off for disasters may be granted upon approval of the appropriate Dean/Director.

(f) Personal Leave

(i) Each calendar year an employee shall be granted one (1) day of leave with pay for discretionary use by the employee for situations that are not covered elsewhere in this agreement. Effective January 1st, 2010 a second day of leave with pay for discretionary use by the employee will be granted. The scheduling of an employee's personal leave must be mutually agreed by the employee and the Manager/Supervisor/Chair. Such requests shall not be unreasonably denied.

(ii) Personal leave day(s) shall be taken no later than the end of the calendar year in which they are granted, and may not be carried forward into the next calendar year or paid out.

(g) 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.

23.3 LEAVE OF ABSENCE WITHOUT PAY

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

(i) A leave of absence of two (2) weeks (10 working days) or less may be approved by the Manager or Chair after an application for such leave has been submitted in writing through the appropriate supervisory channels. If approved, the Manager or Chair will notify the employee and the Department of Human Resources in writing.

(ii) An application for a leave of absence for a period longer than ten (10) working days, shall be submitted in writing, through the appropriate supervisory channels to the Manager or Chair for approval by the appropriate Vice-President. If approved by the Vice-President, the Manager or Chair will notify the employee and the Associate Vice-President of Human Resources in writing.

(b) Leave of absence may be granted to an employee when the employee, Manager or Chair and/or Vice-President agree the request is of sufficient concern to the employee to warrant disruption to the normal routine of the University.

(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 employer 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) Where 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.

23.4 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 individual's University responsibilities should be rearranged to facilitate this participation; unless, however, the individual'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 individual must take a leave of absence. A contract for the individual'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 1st to December 31st.
 - (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 31st (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 15th 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 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) Less than one year of service from date of hiring - 1 1/4 working days per month.
 - (ii) One year of service and up to 6 years - 15 working days annually.
 - (iii) Six years of service completed - 20 working days annually.
 - (iv) Fifteen years of service completed - 25 working days annually.
 - (v) Twenty-five years of service completed - 30 working days 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 where 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) Where 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:
- Where a holiday falls on an employee's scheduled day off, the employee shall be entitled to another day off (in lieu of that holiday) 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.
- (f) Any employee absent from work on the regularly scheduled work day next preceding or next 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) Where a paid holiday falls on a Saturday or Sunday, the paid holiday shall be observed on the following Monday.

ARTICLE 25 PAYMENT OF SALARY AND ALLOWANCES

25.1 WEEKEND PREMIUM

- (a) Regular Full-time Employees and Regular Part-time Employees whose regular schedule requires work on a calendar Saturday and/or Sunday shall be paid a weekend premium of one dollar and ten cents per hour for work performed at regular rates on a Saturday and/or Sunday.
- (b) Payment of the weekend premium does not apply to persons who have a flexible hours of work agreement in place.

25.2 SHIFT DIFFERENTIAL

- (a) Regular Full-time Employees and Regular Part-time Employees who are on a shift, shall be eligible for a shift premium of one dollar and ten cents per hour for work performed at regular rates on shifts in which 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 hours of work agreement in place.
- (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, 20.10 and 20.11);
 - (ii) hours outside of regular position(s) up to the hourly, daily and weekly maximums as outlined in 20.1, 20.10 and 20.11.
- (c) Time worked in excess of normal hours of work in present position (as per Article 20.1) shall be compensated at one and one half (1 ½) times the regular rate except as provided for in Article 20.10, 20.11 and 25.3 (b).
- (d) Notification shall be sent to the employee and his/her 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 31st of each year shall be paid out in full on the pay period ending January 31st of the following year.
 - (ii) In extenuating circumstances and upon mutual agreement, the employee and Manager/Supervisor/Chair may request that the accrued overtime not be paid out in accordance with 25.3 (d)(i) above. If, however, the accrued overtime accumulated up to December 31st of the previous year has not been taken by Any accumulated overtime will be paid out by June 30th of each the following year, it shall be paid out in full..
- (e) 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.
- (f) An employee required to work on a normal day(s) off shall be paid at the overtime rate (one and one half (1 ½) times his regular rate) or be granted time off equal to the overtime rate. Time off shall be taken at a time mutually agreed by the employee and the employee's supervisor.
- (g) An employee required to work on a paid holiday shall be paid the regular rate of pay as established by this Agreement, plus one and one half (1 ½) times regular rate of pay for all hours worked up to the equivalent of full normal daily hours and two and one-half (2 ½) times regular rate thereafter or equivalent time off. Time off shall be taken at a time mutually acceptable to the employee and the employee's supervisor.

25.4 CALL OUT PAY

- (a) When by reason of an emergency, a full-time 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) The employee shall be compensated at the applicable overtime rates for the actual hours worked during the call back and shall be guaranteed a minimum of two (2) hours pay at the overtime rates or the equivalent in time off. Compensation for travel time shall be a flat rate of \$20.00.
 - (iii) Where 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.

- (b) 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 20.3)

25.5 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) The salary of an employee shall be increased annually (except as described in Article 25.6) by one increment within the pay grade applicable to the class to which the employee's position is allocated, unless otherwise indicated in the employee's annual performance evaluation (as per Article 15.8), until the maximum step is reached.
- (d) 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.
- (e) Employees shall be paid twice monthly – on the 15th day of the month and on the 3rd to last banking day of the month.

Note: For further details regarding pay administration see Appendix I.

25.6 LONG SERVICE INCREMENTS

Long service increments shall be paid under the following conditions:

- (a) to be eligible for the first long service increment, the employee must have completed eight (8) consecutive years service at Mount Royal University.
- (b) to be eligible for the second long service increment, the employee must have completed ten (10) consecutive years service at Mount Royal University.
- (c) the employee must have been paid at grid level 7 (seven) during the immediately preceding two years in order to receive the first long service increment and grid level 8 (eight) during the immediately preceding two years in order to receive the second long service increment.
- (d) Leaves granted under article 23.1 PARENTAL LEAVE, shall not be deemed to interrupt the progression towards a long service increment.
- (e) Long Service Increments shall be effective on the qualified employee's anniversary date.

25.7 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.

SALARY SCHEDULE – 7 HOURS/DAY
July 1, 2009 – June 30, 2012
Annual, Semi-monthly, Hourly Rates
24 pay periods/year

	1	2	3	4	5	6	7	(LSI 1) 8	(LSI 2) 9
13	31,548 1314.50 17.27	32,806 1366.92 17.96	34,112 1421.33 18.67	35,474 1478.08 19.42	36,881 1536.71 20.19	38,338 1597.42 20.98	39,844 1660.17 21.81	41,459 1727.46 22.69	43,552 1814.67 23.84
14	32,806 1366.92 17.96	34,112 1421.33 18.67	35,474 1478.08 19.42	36,881 1536.71 20.19	38,338 1597.42 20.98	39,844 1660.17 21.81	41,459 1727.46 22.69	43,120 1796.67 23.60	45,278 1886.58 24.78
15	34,112 1421.33 18.67	35,474 1478.08 19.42	36,881 1536.71 20.19	38,338 1597.42 20.98	39,844 1660.17 21.81	41,459 1727.46 22.69	43,120 1796.67 23.60	44,829 1867.88 24.54	47,105 1962.71 25.78
16	35,474 1478.08 19.42	36,881 1536.71 20.19	38,338 1597.42 20.98	39,844 1660.17 21.81	41,459 1727.46 22.69	43,120 1796.67 23.60	44,829 1867.88 24.54	46,638 1943.25 25.53	48,985 2041.04 26.81
17	36,881 1536.71 20.19	38,338 1597.42 20.98	39,844 1660.17 21.81	41,459 1727.46 22.69	43,120 1796.67 23.60	44,829 1867.88 24.54	46,638 1943.25 25.53	48,499 2020.79 26.54	50,964 2123.50 27.89
18	38,338 1597.42 20.98	39,844 1660.17 21.81	41,459 1727.46 22.69	43,120 1796.67 23.60	44,829 1867.88 24.54	46,638 1943.25 25.53	48,499 2020.79 26.54	50,459 2102.46 27.62	53,000 2208.33 29.01
19	39,844 1660.17 21.81	41,459 1727.46 22.69	43,120 1796.67 23.60	44,829 1867.88 24.54	46,638 1943.25 25.53	48,499 2020.79 26.54	50,459 2102.46 27.62	52,475 2186.46 28.72	55,126 2296.92 30.17
20	41,459 1727.46 22.69	43,120 1796.67 23.60	44,829 1867.88 24.54	46,638 1943.25 25.53	48,499 2020.79 26.54	50,459 2102.46 27.62	52,475 2186.46 28.72	54,582 2274.25 29.87	57,312 2388.00 31.37
21	43,120 1796.67 23.60	44,829 1867.88 24.54	46,638 1943.25 25.53	48,499 2020.79 26.54	50,459 2102.46 27.62	52,475 2186.46 28.72	54,582 2274.25 29.87	56,746 2364.42 31.06	59,599 2483.29 32.62
22	44,829 1867.88 24.54	46,638 1943.25 25.53	48,499 2020.79 26.54	50,459 2102.46 27.62	52,475 2186.46 28.72	54,582 2274.25 29.87	56,746 2364.42 31.06	59,009 2458.71 32.30	61,987 2582.79 33.93
23	46,638 1943.25 25.53	48,499 2020.79 26.54	50,459 2102.46 27.62	52,475 2186.46 28.72	54,582 2274.25 29.87	56,746 2364.42 31.06	59,009 2458.71 32.30	61,373 2557.21 33.59	64,473 2686.38 35.29
24	48,499 2020.79 26.54	50,459 2102.46 27.62	52,475 2186.46 28.72	54,582 2274.25 29.87	56,746 2364.42 31.06	59,009 2458.71 32.30	61,373 2557.21 33.59	63,835 2659.79 34.94	67,061 2794.21 36.70
25	50,459 2102.46 27.62	52,475 2186.46 28.72	54,582 2274.25 29.87	56,746 2364.42 31.06	59,009 2458.71 32.30	61,373 2557.21 33.59	63,835 2659.79 34.94	66,398 2766.58 36.34	69,762 2906.75 38.18
26	52,475 2186.46 28.72	54,582 2274.25 29.87	56,746 2364.42 31.06	59,009 2458.71 32.30	61,373 2557.21 33.59	63,835 2659.79 34.94	66,398 2766.58 36.34	69,071 2877.96 37.80	72,553 3023.04 39.71

SALARY SCHEDULE – 7 HOURS/DAY

July 1, 2009 – June 30, 2012

Annual, Semi-monthly, Hourly Rates

24 pay periods/year

	1	2	3	4	5	6	7	(LSI 1) 8	(LSI 2) 9
27	54,582 2274.25 29.87	56,746 2364.42 31.06	59,009 2458.71 32.30	61,373 2557.21 33.59	63,835 2659.79 34.94	66,398 2766.58 36.34	69,071 2877.96 37.80	71,834 2993.08 39.32	75,447 3143.63 41.29
28	56,746 2364.42 31.06	59,009 2458.71 32.30	61,373 2557.21 33.59	63,835 2659.79 34.94	66,398 2766.58 36.34	69,071 2877.96 37.80	71,834 2993.08 39.32	74,700 3112.50 40.88	78,443 3268.46 42.93
29	59,009 2458.71 32.30	61,373 2557.21 33.59	63,835 2659.79 34.94	66,398 2766.58 36.34	69,071 2877.96 37.80	71,834 2993.08 39.32	74,700 3112.50 40.88	77,667 3236.13 42.51	81,597 3399.88 44.66
30	61,373 2557.21 33.59	63,835 2659.79 34.94	66,398 2766.58 36.34	69,071 2877.96 37.80	71,834 2993.08 39.32	74,700 3112.50 40.88	77,667 3236.13 42.51	80,788 3366.17 44.22	84,844 3535.17 46.44
31	63,835 2659.79 34.94	66,398 2766.58 36.34	69,071 2877.96 37.80	71,834 2993.08 39.32	74,700 3112.50 40.88	77,667 3236.13 42.51	80,788 3366.17 44.22	84,004 3500.17 45.98	88,250 3677.08 48.30
32	66,398 2766.58 36.34	69,071 2877.96 37.80	71,834 2993.08 39.32	74,700 3112.50 40.88	77,667 3236.13 42.51	80,788 3366.17 44.22	84,004 3500.17 45.98	87,375 3640.63 47.82	91,751 3822.96 50.22
33	69,071 2877.96 37.80	71,834 2993.08 39.32	74,700 3112.50 40.88	77,667 3236.13 42.51	80,788 3366.17 44.22	84,004 3500.17 45.98	87,375 3640.63 47.82	90,843 3785.13 49.72	95,408 3975.33 52.22
34	71,834 2993.08 39.32	74,700 3112.50 40.88	77,667 3236.13 42.51	80,788 3366.17 44.22	84,004 3500.17 45.98	87,375 3640.63 47.82	90,843 3785.13 49.72	94,463 3935.96 51.70	99,219 4134.13 54.30
35	74,700 3112.50 40.88	77,667 3236.13 42.51	80,788 3366.17 44.22	84,004 3500.17 45.98	87,375 3640.63 47.82	90,843 3785.13 49.72	94,463 3935.96 51.70	98,237 4093.21 53.77	103,181 4299.21 56.47
36	77,667 3236.13 42.51	80,788 3366.17 44.22	84,004 3500.17 45.98	87,375 3640.63 47.82	90,843 3785.13 49.72	94,463 3935.96 51.70	98,237 4093.21 53.77	102,160 4256.67 55.91	107,312 4471.33 58.73
37	80,788 3366.17 44.22	84,004 3500.17 45.98	87,375 3640.63 47.82	90,843 3785.13 49.72	94,463 3935.96 51.70	98,237 4093.21 53.77	102,160 4256.67 55.91	106,249 4427.04 58.15	111,603 4650.13 61.08
38	84,004 3500.17 45.98	87,375 3640.63 47.82	90,843 3785.13 49.72	94,463 3935.96 51.70	98,237 4093.21 53.77	102,160 4256.67 55.91	106,249 4427.04 58.15	110,500 4604.17 60.48	116,070 4836.25 63.53
39	87,375 3640.63 47.82	90,843 3785.13 49.72	94,463 3935.96 51.70	98,237 4093.21 53.77	102,160 4256.67 55.91	106,249 4427.04 58.15	110,500 4604.17 60.48	114,920 4788.33 62.90	120,713 5029.71 66.07
40	90,843 3785.13 49.72	94,463 3935.96 51.70	98,237 4093.21 53.77	102,160 4256.67 55.91	106,249 4427.04 58.15	110,500 4604.17 60.48	114,920 4788.33 62.90	119,518 4979.92 65.41	125,539 5230.79 68.71

SALARY SCHEDULE – 7.5 HOURS/DAY
July 1, 2009 – June 30, 2012
Annual, Semi-monthly, Hourly Rates
24 pay periods/year

	1	2	3	4	5	6	7	(LSI 1) 8	(LSI 2) 9
15	34,112 1421.33 17.43	35,474 1478.08 18.12	36,881 1536.71 18.84	38,338 1597.42 19.59	39,844 1660.17 20.36	41,459 1727.46 21.18	43,120 1796.67 22.03	44,829 1867.88 22.90	47,105 1962.71 24.06
16	35,474 1478.08 18.12	36,881 1536.71 18.84	38,338 1597.42 19.59	39,844 1660.17 20.36	41,459 1727.46 21.18	43,120 1796.67 22.03	44,829 1867.88 22.90	46,638 1943.25 23.83	48,985 2041.04 25.03
17	36,881 1536.71 18.84	38,338 1597.42 19.59	39,844 1660.17 20.36	41,459 1727.46 21.18	43,120 1796.67 22.03	44,829 1867.88 22.90	46,638 1943.25 23.83	48,499 2020.79 24.78	50,964 2123.50 26.04
18	38,338 1597.42 19.59	39,844 1660.17 20.36	41,459 1727.46 21.18	43,120 1796.67 22.03	44,829 1867.88 22.90	46,638 1943.25 23.83	48,499 2020.79 24.78	50,459 2102.46 25.78	53,000 2208.33 27.08
19	39,844 1660.17 20.36	41,459 1727.46 21.18	43,120 1796.67 22.03	44,829 1867.88 22.90	46,638 1943.25 23.83	48,499 2020.79 24.78	50,459 2102.46 25.78	52,475 2186.46 26.81	55,126 2296.92 28.16
20	41,459 1727.46 21.18	43,120 1796.67 22.03	44,829 1867.88 22.90	46,638 1943.25 23.83	48,499 2020.79 24.78	50,459 2102.46 25.78	52,475 2186.46 26.81	54,582 2274.25 27.88	57,312 2388.00 29.28
21	43,120 1796.67 22.03	44,829 1867.88 22.90	46,638 1943.25 23.83	48,499 2020.79 24.78	50,459 2102.46 25.78	52,475 2186.46 26.81	54,582 2274.25 27.88	56,746 2364.42 28.99	59,599 2483.29 30.45
22	44,829 1867.88 22.90	46,638 1943.25 23.83	48,499 2020.79 24.78	50,459 2102.46 25.78	52,475 2186.46 26.81	54,582 2274.25 27.88	56,746 2364.42 28.99	59,009 2458.71 30.15	61,987 2582.79 31.67
23	46,638 1943.25 23.83	48,499 2020.79 24.78	50,459 2102.46 25.78	52,475 2186.46 26.81	54,582 2274.25 27.88	56,746 2364.42 28.99	59,009 2458.71 30.15	61,373 2557.21 31.35	64,473 2686.38 32.94
24	48,499 2020.79 24.78	50,459 2102.46 25.78	52,475 2186.46 26.81	54,582 2274.25 27.88	56,746 2364.42 28.99	59,009 2458.71 30.15	61,373 2557.21 31.35	63,835 2659.79 32.61	67,061 2794.21 34.26
25	50,459 2102.46 25.78	52,475 2186.46 26.81	54,582 2274.25 27.88	56,746 2364.42 28.99	59,009 2458.71 30.15	61,373 2557.21 31.35	63,835 2659.79 32.61	66,398 2766.58 33.92	69,762 2906.75 35.64
26	52,475 2186.46 26.81	54,582 2274.25 27.88	56,746 2364.42 28.99	59,009 2458.71 30.15	61,373 2557.21 31.35	63,835 2659.79 32.61	66,398 2766.58 33.92	69,071 2877.96 35.29	72,553 3023.04 37.07
27	54,582 2274.25 27.88	56,746 2364.42 28.99	59,009 2458.71 30.15	61,373 2557.21 31.35	63,835 2659.79 32.61	66,398 2766.58 33.92	69,071 2877.96 35.29	71,834 2993.08 36.70	75,447 3143.63 38.54
28	56,746 2364.42 28.99	59,009 2458.71 30.15	61,373 2557.21 31.35	63,835 2659.79 32.61	66,398 2766.58 33.92	69,071 2877.96 35.29	71,834 2993.08 36.70	74,700 3112.50 38.16	78,443 3268.46 40.07
29	59,009 2458.71 30.15	61,373 2557.21 31.35	63,835 2659.79 32.61	66,398 2766.58 33.92	69,071 2877.96 35.29	71,834 2993.08 36.70	74,700 3112.50 38.16	77,667 3236.13 39.68	81,597 3399.88 41.69

SALARY SCHEDULE – 7.5 HOURS/DAY
July 1, 2009 – June 30, 2012
Annual, Semi-monthly, Hourly Rates
24 pay periods/year

	1	2	3	4	5	6	7	(LSI 1) 8	(LSI 2) 9
30	61,373 2557.21 31.35	63,835 2659.79 32.61	66,398 2766.58 33.92	69,071 2877.96 35.29	71,834 2993.08 36.70	74,700 3112.50 38.16	77,667 3236.13 39.68	80,788 3366.17 41.27	84,844 3535.17 43.34
31	63,835 2659.79 32.61	66,398 2766.58 33.92	69,071 2877.96 35.29	71,834 2993.08 36.70	74,700 3112.50 38.16	77,667 3236.13 39.68	80,788 3366.17 41.27	84,004 3500.17 42.92	88,250 3677.08 45.08
32	66,398 2766.58 33.92	69,071 2877.96 35.29	71,834 2993.08 36.70	74,700 3112.50 38.16	77,667 3236.13 39.68	80,788 3366.17 41.27	84,004 3500.17 42.92	87,375 3640.63 44.64	91,751 3822.96 46.87

ARTICLE 26 ACTING INCUMBENT

- 26.1 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 in an acting incumbency position, an employee shall be paid for the total period of acting incumbency including the four (4) day qualifying period.
- 26.2 Acting provisions shall not apply in situations where an employee is required to perform additional limited duties.
- 26.3 When an employee qualifies in an acting incumbency position, 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.
- 26.4 If a higher position is abolished and as a result an employee is required to perform some higher level duties on an interim basis, the employee shall receive regular salary, plus a premium of five percent (5%) of the employee's regular salary, until the employee's position is reclassified or the duties of the abolished position are reassigned.

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 \$835.00 for full-time employees, and \$500 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 Support 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 Lotus Notes or contact your HR Consultant or MRSSA 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

In this Agreement:

- 28.1 (a) The University will provide an annual grant of \$44,000 for the purpose of reimbursing the tuition/fees paid by MRSSA members who have participated in education, development, and/or training activities. Funding will be allocated via the Education, Development and Training Committee Policy and that Committee will annually determine the individual maximum allowances available to members who have successfully completed a course(s) at an educational institution or a professional facility; participated in work-related conferences; or pursued courses related to recreation, leisure or personal improvement. A report shall be submitted by July 15 of each year to the Associate Vice-President, Human Resources in order to receive 100% of the annual grant. This report shall outline, in detail ~~in~~ the allocation of the grant. Any unused portion of the grant shall be retained by the Association for future educational assistance purposes.
- (b) The Board will provide an annual grant of \$24,000 to the MRSSA for the purpose of job training and joint projects for MRSSA members. This fund will be jointly administered by the MRSSA and the Department of Human Resources. Funding will be allocated by the above mentioned parties, who will annually determine a statement of principles to govern the distribution of this grant. A report shall be submitted by July 15 of each year to the Associate Vice-President, Human Resources in order to receive 100% of the annual grant. This report shall outline, in detail, the allocation of the grant. Any unused portion of the grant shall be retained for future job training and joint projects for MRSSA members.
- (c) Employees shall be eligible to enrol free of charge in any non-credit course offered by the University, excluding private Music Lessons, Aviation, and Mount Royal Recreation courses, subject to the approval of the Dean of the Faculty of Continuing Education and Extension, or the Director of The Conservatory, as appropriate.
- 28.2 Employees who have been given permission by their Manager/Supervisor/Chair to attend a day course, seminar, conference or equivalent during normal working hours, shall be allowed paid release time.
- 28.3 Employees who are required by a Manager/Supervisor/Chair to attend a training course, seminar, conference or equivalent outside of regularly scheduled working hours or on a regularly scheduled day off shall be granted equivalent time off in lieu.

ARTICLE 29 BURSARIES

The University shall establish a fund in the sum of \$43,000 per year.

- 29.1 A sum of \$10,000 shall be for the purpose of providing bursaries for children under the age of 25 and spouses of all MRSSA members (excluding probationary employees) subject to the conditions below:
- (i) the children or spouse must be registered as full-time students in credit courses at Mount Royal University during the fall or winter semesters;
 - (ii) the children or spouse are subject to normal admission, selection and registration procedures and may not pre-empt other students;
 - (iii) 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;

- (iv) no student shall receive more funding than the cost of their total tuition.
- (v) 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 \$10,000 shall be retained by the University.

29.2 A sum of \$33,000 shall be used for the purpose of providing bursaries to MRSSA members in good standing (excluding probationary employees) subject to the conditions below:

- (i) the employee member must be registered in one or more credit, non-credit extension certificate courses or professional designation courses offered at any accredited post-secondary college or university.
- (ii) employee members are subject to normal admission, selection and registration procedures, and may not pre-empt other students for courses offered by Mount Royal University;
- (iii) provision of bursaries for a semester is contingent upon the attainment and proof of at least a passing grade for each credit course, and a passing grade in the respective non-credit extension certificate and professional designation courses;
- (iv) no employee member shall receive more funding than the total cost of their tuition per semester.
- (v) The Association shall provide the Department of Human Resources a list of bursary recipients within sixty (60) working days of the end of the summer, fall and winter semesters and no later than June 30 following the spring semester. Any unused portion of the \$33,000 shall be retained by the University.
- (vi) All credit courses and non-credit extension certificate and professional designation courses will be eligible for reimbursement as submitted with supporting documentation.

ARTICLE 30 UNIFORMS

30.1 Uniforms and work gloves will be supplied for Maintenance, Grounds, Receiving, and Security as per current department practice. Uniforms will be supplied for nurses in the Health Services Department.

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

ARTICLE 31 COPIES OF COLLECTIVE AGREEMENT

31.1 The University shall provide at no cost, copies of the Collective Agreement to all employees covered by the Agreement.

ARTICLE 32 STAFF PARKING

32.1 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 1st each year. If payment occurs by a lump sum and a refund becomes necessary, then a prorated refund will be provided.

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

ARTICLE 33 RESIGNATION

33.1 (a) All employees are asked to give a minimum of two weeks notice when voluntarily terminating employment with the University.

- (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 34 CONFLICT RESOLUTION

34.1 Individuals are encouraged to work together with their supervisors and co-workers to resolve any conflicts.

- (a) Prior to formal disciplinary processing or grievance processing, parties in conflict are encouraged to work with the Department of Human Resources and the MRSSA to determine if voluntary mediation could help.

34.2 Jointly approved mediation costs will be equally shared by the employee's Department and the MRSSA.

ARTICLE 35 PERSONAL INFORMATION SHARING

35.1 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 MRSSA in accordance with section 40 (1) (e) of the *FOIP Act*.

35.2 DISCLOSURE OF PERSONAL INFORMATION OF UNIVERSITY EMPLOYEES

- (a) The Board shall disclose to the MRSSA the following personal information of each employee who is a member of the MRSSA
 - (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 MRSSA.
- (c) For the purposes of clause 35.2, the Board shall provide the personal information of the employee to the MRSSA in hardcopy or electronic format at such intervals as are mutually agreed upon by the parties.

35.3 USE OF PERSONAL INFORMATION OF EMPLOYEES BY THE MRSSA

- (a) The MRSSA 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).

35.4 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 MRSSA is both complete and accurate.
- (b) The MRSSA agrees that individual employees have the right to access their personal information that has been disclosed to the MRSSA by the Board.
- (b) Upon receipt of updated employee personal information, the MRSSA undertakes to ensure that the previous

version is appropriately destroyed in a secure manner.

35.5 DISCONTINUATION

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

35.6 PROTECTION AND SECURITY OF PERSONAL INFORMATION

- (a) The MRSSA 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
- (c) The MRSSA 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 MRSSA records.
- (e) The MRSSA 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 MRSSA.
- (f) In the event of an occurrence as described in Clause 35.6 (e) above, the MRSSA will immediately take all reasonable steps to prevent a reoccurrence of the event.

35.7 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.

35.8 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:
Manager, Human Resources

Mount Royal University
4825 Mount Royal Gate S.W.
Calgary, Alberta T3E 6K6

The MRSSA:
President, Mount Royal Support 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.

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: _____
C. Williams, Chair
Board of Governors
Mount Royal University

Date

Per: _____
D. Marshall, President
Mount Royal University

Date

THE MOUNT ROYAL SUPPORT STAFF ASSOCIATION

Maureen Bedard, President
Mount Royal Support Staff Association

Date

APPENDIX I PAY ADMINISTRATION

1. When an employee is promoted to a 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.
2. 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.
3. 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.
4. **Upon reclassification:**
 - 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. 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.
5. An employee who either occupies a position which is reclassified or is promoted to a position with a higher classification and who has already satisfied all conditions as stipulated in Article 25.6 shall not have to serve the two (2) year waiting period at either step 7 or step 8 of the new grid in order to move to the next step.

Where an employee at long service increment Step 9 (LSI 2) occupies a position which is reclassified to a higher classification, the employee shall move up in the new classification to the nearest corresponding higher salary, plus one step. Employees will be considered to have served their waiting period, and are eligible to move through the long service steps of the new grid. At no time will the new salary exceed the maximum of the new grid.

6. **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 regraded 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 he/she was in the old grid, except that at no time will the new salary exceed the maximum of the new grid.

7. **Application of Anniversary Date:**

A. The anniversary date of an employee who commences service or is promoted, or reclassified, resulting in a salary increase shall be:

(i) the first day of the month if the transaction occurred prior to the 16th day of the month; or

(ii) the first day of the month following if the transaction occurred on or after the 16th day of the month.

B. 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.

C. 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 a date which provides for a total of twelve months of paid employment between anniversary dates.

8. **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.

9. **Pay Transaction Priorities:**

Where a salary increment and any other transaction such as reclassification, promotion, regrading or salary revision are effective on the same date, the salary increment shall be processed first followed by the other transactions.

10. **Ratification after Collective Agreement Expiry Date:**

When ratification of the Collective Agreement occurs after the previous agreement has expired, any resulting retroactive payments due to changes in the salary schedule shall only be paid to those employees who are actively employed with the University on the date of ratification.

APPENDIX II CLASSIFICATIONS AND CORRESPONDING PAY GRADES

CLASSIFICATIONS	PAY GRID
SAD02	Administrative Support II 13
SAD03	Administrative Support III 15
SAD04	Administrative Support IV 17
SAD05	Administrative Support V 19
SAD06	Administrative Support VI 21
SAD07	Administrative Support VII 24
SAD08	Administrative Support VIII 26
SAD09	Administrative Support IX 28
SAD10	Administrative Support X 30
SAD11	Administrative Support XI 32
SAD12	Administrative Support XII 32
SAD13	Administrative Support XIII 36
SAC05	Academic Support V 19
SAC06	Academic Support VI 22
SAC07	Academic Support VII 24
SAC08	Academic Support VIII 26
SAC09	Academic Support IX 28
SAC10	Academic Support X 30
SAC11	Academic Support 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	Microcomputer Lab Analyst I	26
SLA02	Microcomputer Lab Analyst II	30
SLSPV	Microcomputer Lab 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	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 SUPPORT STAFF ASSOCIATION

CLASSIFICATION REVIEW

Both parties agree to a classification review and an external salary survey of the following positions in Physical Resources, Maintenance and Residence Maintenance who work 37.5 hours per week:

- Architectural Supervisor
- Carpenter
- Electrician
- HVAC Supervisor
- Maintenance Scheduler
- Maintenance Worker
- Painter
- Plumber
- Refrigeration Mechanic
- Security Officer
- Security Shift Supervisor

This review will be conducted by Human Resources. MRSSA executive will be provided with a report of the results of the review with recommendations regarding Appendix 2 - Classification and Corresponding Pay Grades and Salary Schedule no later than February 28, 2010.

Norma MacIntosh
Board of Governor's
Negotiating Committee

Maureen Bedard
Mount Royal Support Staff Association
Negotiating Committee

Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY
AND
THE MOUNT ROYAL SUPPORT STAFF ASSOCIATION

EDUCATION AND TRAINING SUPPORT

It is hereby agreed that:

- (a) A joint committee shall be developed consisting of two members designated by the University and two members designated by the MRSSA to gather information on models of education and training support provided by other post-secondary institutions to be considered in the next round of negotiations related to Articles 28 (Education, Development and Training) and Article 29 (Bursaries).
- (b) The committee will put forward their review with recommendations for the use of both bargaining committees no later than January 30, 2012.

Norma MacIntosh
Board of Governor's
Negotiating Committee

Maureen Bedard
Mount Royal Support Staff Association
Negotiating Committee

Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY
AND
THE MOUNT ROYAL SUPPORT STAFF ASSOCIATION

PERSONAL LEAVE DAY

Both parties agree to the addition of one (1) personal leave day for discretionary use by the employee for situations that are not covered elsewhere in this agreement, effective January 1, 2011 for a period not exceeding one calendar year. The scheduling of an employee's personal leave must be mutually agreed by the employee and the Manager/Supervisor/Chair. Such requests shall not be unreasonably denied.

This personal leave day shall be taken no later than December 31, 2011, and may not be carried forward into the next calendar year or paid out.

Norma MacIntosh
Board of Governor's
Negotiating Committee

Maureen Bedard
Mount Royal Support Staff Association
Negotiating Committee

Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY
AND
THE MOUNT ROYAL SUPPORT STAFF ASSOCIATION

SALARY SCHEDULE

- (a) It is hereby agreed that the salary schedule shall be adjusted as follows:
- Increased by 4.5% effective July 1, 2009
 - 0% effective July 1, 2010
 - 0% effective July 1, 2011
- (b) A lump sum one-time payment of \$1000.00 for full-time employees and \$500.00 for part-time employees shall be paid by June 30, 2010. Only employees employed by the University on June 15, 2010 will receive the lump sum payment.

Norma MacIntosh
Board of Governor's
Negotiating Committee

Maureen Bedard
Mount Royal Support Staff Association
Negotiating Committee

Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY
AND
THE MOUNT ROYAL SUPPORT STAFF ASSOCIATION

SPECIAL LEAVE DAYS

- a) Both parties agree to grant five (5) working days as special leave days for employees, effective January 1, 2012, to be used no later than December 31, 2012.
- b) The scheduling of an employee's special leave days must be mutually agreed by the employee and the Manager/Supervisor/Chair. Such requests shall not be unreasonably denied.
- c) Special leave days shall be reduced to three (3) for employees starting after July 1, 2012.
- d) Special leave days may not be carried forward into the next calendar year or paid out.

Norma MacIntosh
Board of Governor's
Negotiating Committee

Maureen Bedard
Mount Royal Support Staff Association
Negotiating Committee

Date

MEMORANDUM OF AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

AND

THE MOUNT ROYAL SUPPORT STAFF ASSOCIATION

TIME OFF FOR ASSOCIATION OFFICERS AND MEMBERS

Both parties agree to the following for the period of this collective agreement:

The MRSSA executive will compile and submit a report, outlining monthly actual hours used by Association members for roles outlined in Article 7.2 (d) and Article 7.2 (g), including a detailed list of activities engaged in by Association officers, to the negotiating committees of the Board and the Mount Royal Support Staff Association for consideration during the next round of negotiations.

Norma MacIntosh
Board of Governor's
Negotiating Committee

Maureen Bedard
Mount Royal Support Staff Association
Negotiating Committee

Date