

**Memorandum of Agreement**  
**Between Brandon University and the Brandon University Faculty Association**  
**Re: Tracking the Right of First Refusal**

Whereas Article 7.13(b)iii) of the Collective Agreement describes the terms and conditions under which individuals are awarded the Right of First Refusal (RFR) for external sessional contracts, and whereas the Parties agree that there is a need to track and report the identity of individuals holding the RFR to Deans and Department Chairs in order to comply with the terms of this language, the Parties agree to amend the language as follows:

*7.13(b) iii) Right of First Refusal*

*If as per (b) (i), a person has been issued at least one (1) external sessional appointment for each of four (4) consecutive academic years, for the same course of three (3) student credit hours or more, that person shall have the Right of First Refusal (RFR) for subsequent external sessional contracts offered for one (1) offering of that course per academic term. Individual(s) holding the RFR for a course must be contacted and decline the offer prior to advertising an external sessional contract. In the Faculty of Health Studies, the RFR does not apply to clinical practice or field placement courses. The first academic year to be considered for building RFR entitlement is 2012-13, with the following exception. Persons who as of January 1, 2012 have been issued at least one (1) appointment for each of the previous four (4) consecutive academic years for the same three (3) or more student credit hour course shall be eligible for the RFR for that course as at May 1, 2014, subject to the external sessional member having taught the course at least once from January 1, 2012 to December 31, 2012 and at least once from January 1, 2013 to December 31, 2013. Where one or more members hold a competing RFR, the department shall recommend a rank order among those holding the RFR and the Dean shall determine order of priority.*

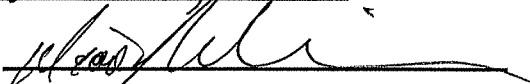
*Once the RFR is achieved, the individual must teach the same course of three (3) credit hours or more at least once during every two (2) academic years in order to maintain the RFR. For the purpose of this provision, the two-year period is defined as starting on September 1 and ending twenty-four (24) months later on August 31. The Employer will provide a tracking systems for use by the Deans and Departmental Chairs to aid in determining RFR. .*

*The individual may apply to the Dean to extend this maintenance period for a maximum of one additional academic year in the following circumstances:*

- (1) appointment to a full-time term faculty position at Brandon University or another post-secondary institution;*
- (2) the course is not offered on a sessional basis during the academic year in question or another person with the RFR was appointed to teach the course;*
- (3) absence to upgrade academic qualifications;*
- (4) absence for maternity/parental purposes;*
- (5) extended illness;*
- (6) other approved absences; and*
- (7) appointment(s) within the two-year maintenance period to teach another course in the department.*

Date:

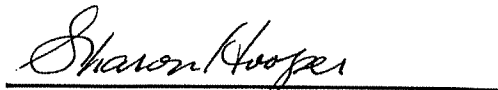
*March 23, 2017*



On behalf of the BUFA

Print Name:

Date:



On behalf of Brandon University

Print Name:

Date: