

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL STAFF ASSOCIATION

Response to COVID-19 Pandemic: Furlough Leave (unpaid leave) Provisions

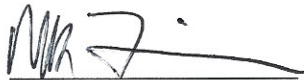
The Parties have agreed to the following Memorandum and principles on a without prejudice and precedent basis, effective May 1, 2020:

- it is in the ongoing best interest of both the University and its employees to maintain an employment relationship where possible; and,
- employees should be able to depend on their Health Benefit coverage, particularly in times of global medical uncertainty.

Therefore, instead of using measures such as Position Abolishment Article 14 that ends the employment relationship, the University may place employees on Furlough Leave (unpaid leave) who are identified as being unable to work from home or who may temporarily have no, or limited, work during the COVID-19 pandemic. Furlough Leave is defined as a mandatory suspension from work without pay that is of a temporary nature, where the employment relationship between the Employee and Employer continues. The application of the Collective Agreement for employees placed on Furlough Leave will be in accordance with Leave of Absence Without Pay (Article 23.4) other than where stipulated below.

1. Prior to being placed on Furlough Leave, an Employee will be provided the option to utilize unused Personal Leave days granted for 2020, accrued Vacation leave and accrued Overtime (accumulated time) at the time they are provided a formal notification email from Human Resources. If the employee elects to use either of these leaves, once the leave(s) are exhausted, they will then move to Furlough Leave status.
2. Continuing Term Employees will be paid any accrued amounts owing to them as a lump sum for Inactive Periods prior to being placed on Furlough Leave. Continuing Term Employees will return the later of the re-commencement following their regular Inactive Period or when they are recalled from Furlough Leave.
3. Subject to the policy agreements with the underwriter, an Employee on Furlough Leave will be entitled to continue those Benefits and Insurance (Articles 27.1(a-e)) which they were participating in prior to the period of Furlough Leave, and the Employer will pay both the Employer's and Employee's portion of these premiums, including Optional coverage.
4. Subject to the policy agreements with the underwriter, an Employee on Furlough Leave will be entitled to continue in the group Long Term Disability plan (Articles 22(d) and 27.1(f)) for a period of at least three months if they were participating in it prior to the period of Furlough Leave (no interruption). The Employee will continue to pay the premium for Long Term Disability coverage. Other provisions within Article 22 do not apply during Furlough Leave such as Sick Time, Short Term Disability and Employee Medical & Dental Appointments.
5. Employer and Employee contributions to LAPP during Furlough Leave will cease. Employees will have the option to buy back the gap in pensionable service upon their return to work, in accordance with the rules and processes of LAPP for both Employer and Employee contributions.

6. Employees on Furlough Leave will continue to have access to the Employee & Family Assistance Program.
7. Employees' anniversary and service dates will not be impacted by being placed on Furlough Leave.
8. Employees placed on Furlough Leave may be recalled to comparable positions within the bargaining unit with the intention to return employees on Furlough Leave sooner.
9. An Employee recalled from Furlough Leave will be provided seven (7) calendar days' notice to return to work but can return earlier if mutually agreed by the Employee and their Manager. Failure to return to work without providing appropriate reason may be considered job abandonment.
10. The period of Furlough Leave will not be considered part of any notice period in the event of position abolishment.
11. For operations that are impacted by the COVID-19 pandemic, the time limit of fourteen (14) calendar days for temporary emergency scheduling (Article 20.8(e)) will be waived for the duration of this Memorandum.
12. It is the responsibility of the Employee to ensure that the Employer and the Association are kept informed of any change to their contact information while on Furlough Leave.
13. This Memorandum of Understanding will expire August 31, 2020, unless mutually agreed otherwise.



Mark Friesen
For Mount Royal University



Baset/Zarrug
For Mount Royal Staff Association

April 24, 2020
Date