



## Terms and Conditions of Employment

For

Exempt Employees

Effective February 12, 2018

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## 1. Definitions

Board	Board of Governors of Mount Royal University.
Casual appointment	An appointment for a specified term, working on an irregular schedule or for less than three consecutive months.
Continuing-term appointment	An appointment for recurring defined terms which includes an inactive period.
Day	A working day of seven hours or the pro-rated equivalent.
Dependent	<p>Dependent child: For purposes of eligibility for education and tuition offerings, an employee's child or stepchild who is less than 25 years of age on Sept. 1 for the Fall Semester or Jan. 1 for the Winter Semester and is dependent on the employee for support. For the purposes of benefits, "dependent" shall be defined by the benefits carrier.</p> <p>Spouse: The person to whom the employee is legally married, or a partner who has cohabited with the employee for a minimum of 12 consecutive months, or if there is a relationship of some permanence in which there is a child by birth or adoption.</p>
Employee	An individual holding an appointment in the Exempt employee group.
Full-time appointment	An individual occupying a position and who works on a schedule of no less than seven hours per day and no less than 35 hours per week.
Immediate family	An employee's spouse and their respective parents, stepparents, guardians, in loco parentis, grandparents, grandchildren, children, stepchildren, foster-children, sibling and step-sibling.
Limited-term appointment	An appointment for a specified term established for a project or business opportunity, or to temporarily replace a regular employee. The limited-term appointee works on a regular schedule for a minimum of three consecutive months and a maximum of 60 consecutive months.
Manager	An individual to whom an employee directly reports.
Part-time appointment	An individual occupying a position and who works on a schedule during only part of the work day or on less than the full number of workdays in each week.
Regular appointment	An appointment for year-round employment, with no defined term.
Spouse	The person to whom the employee is legally married, or a partner who has cohabited with the employee for a minimum of 12 consecutive months and who has been publicly represented as the employee's spouse throughout this period.
University	Mount Royal University.

## 2. Preamble

The terms and conditions of employment outlined in this document are applicable to individuals holding appointments in the Exempt employee group. Due to the nature of these appointments, this employee group is exempted from bargaining units under Article 12 of the *Public Service Employee Relations Act*.

The University retains the right to modify or amend the terms and conditions of employment outlined in this document, from time to time, subject to the approval of the Board.

In the event of any inconsistency between these Terms and Conditions for Exempt employees and an individual employee's offer letter, the terms of the employee's offer letter will be applied except to the extent that the employee's offer letter purports to incorporate the terms of the Mount Royal Staff Association (MRSA) Collective Agreement.

## 3. Commencing the Employment Relationship

### 3.1. Appointment Types

Various employment types exist as defined in the Definitions section of this document.

### 3.2. Hours of Work

The standard full-time work day is 7 hours per day and the standard full-time work week is 35 hours of work performed over 5 days. Where a full-time employee is provided with a benefit which is defined in terms of one day, these periods shall be calculated on the basis of 7 hours per day.

Managers may establish work schedules that vary from the standard full-time work day or week, based on operational requirements. Benefits of employment for employees in appointments other than a standard full-time appointment will be prorated, as applicable, based on the proportion of the part-time hours in relation to full-time hours. Employees who work a non-standard, full-time work week shall not receive a greater benefit than those employees working a regular 7 hour day.

### 3.3. Additional Hours of Work

Employees may only perform hours of work over their normally scheduled hours as outlined below.

#### 3.3.1 Full-time Employee Flex Hours

Full-time employees interested in accruing flex hours will discuss doing so with their manager. If the employee's manager approves the employee's use of flex hours, that employee may perform additional hours of work up to a maximum of 8 hours per day and 40 hours per week without any further prior approval. The employee will accrue an equivalent amount of paid leave for these additional hours of work.

Full-time employees may work in excess of 40 hours per week to a maximum of 44 hours per week with their manager's prior approval. The employee will accrue an equivalent amount of paid leave for additional hours of work in excess of 40 hours per week, up to a maximum of 44 hours per week.

#### 3.3.2 Full-time Employee Overtime

Full-time employees must receive their manager's prior approval before working in excess of 8 hours per day or 44 hours per week. Such requests are considered exceptional and will only be approved where

required due to the University's operational needs. The employee will accrue leave at a rate of 1.5 times the additional hours worked for work in excess of 8 hours per day or 44 hours per week.

### 3.3.3 Part-time Employee Overtime

Part-time employees may work in excess of their regularly scheduled hours with their manager's prior approval. Additional hours of work up to a maximum of 8 hours per day and 44 hours per week will be paid at the employee's regular hourly rate.

In exceptional circumstances where required due to the University's operational needs, part-time employees may work in excess of 8 hours per day and 44 hours per week with their manager's prior approval. These additional hours will be paid at 1.5 times the employee's regular hourly rate. Such requests are considered exceptional and will only be approved where required due to the University's operational needs.

## 3.4. Flexible Work Arrangements

Full-time employees in regular, continuing-term and limited-term appointments interested in a flexible work arrangement should discuss any such arrangement with their manager. It is the manager's discretion to consider whether a flexible work arrangement would satisfy the operational needs of the department. Where flexible work arrangements are approved by the manager, the employee and the manager will be required to sign an agreement, provided by Human Resources, outlining the terms of the flexible work arrangement. Each approved flexible work arrangement will begin with a 3-month pilot period to assess the viability of the arrangement. Based on the results of the pilot period, the manager may extend, modify or end the flexible work arrangement in consultation with the employee. If, at any time, the flexible work arrangement does not satisfy operational requirements, the manager may modify or discontinue the flexible work arrangement. Managers will normally provide one week's notice of the discontinuance of the flexible work arrangement to give the employee time to adjust their personal schedule. The employee will normally provide a notice period of at least one week in the event they want to discontinue the flexible work arrangement.

All flexible work arrangements must not to exceed the hours of work set out in section 3.3.

Employees in casual appointments are not eligible for flexible work arrangements, as their schedule is established based on operational requirements.

## 3.5. Postings

Regular, continuing-term and limited-term appointments may be posted on the University website for a minimum period of 7 calendar days.

Casual appointments may be posted, as requested by the manager.

## 3.6. Probationary Period

A probationary period is a period during which a manager assesses the ability of an employee to perform the duties of the role to which they have been appointed. An employee commencing an appointment shall serve a probationary period in accordance with the letter of offer, depending on their type of appointment.

Normally probationary periods for new employees will be as stated below.

- i. An employee in a regular, continuing-term or limited-term appointment shall serve a 6-month probationary period.

- ii. An employee in a casual appointment shall serve a probationary period of 6 months or 120 days of scheduled work, whichever is greater.

Upon commencing employment, an employee shall be provided with a copy of the position description or relevant documentation regarding expected duties. An employee shall be given the appropriate training and opportunities for feedback during the probationary period.

An employee who has been employed continuously by the University who transfers or is promoted to a new position with similar duties and responsibilities will have such previous employment considered toward waiving of the probationary period of the new position.

A manager shall provide an employee with a written performance review, stating performance expectations, as appropriate, after approximately 3 months of service and at the end of the probation period.

The probationary period may be extended up to a further 3 months by a manager. In this circumstance, a manager will provide an employee with written rationale for the extension at least 10 working days prior to the extension.

If in the opinion of the manager, the performance of the employee is deemed to be unsuitable, the manager may terminate the employee's appointment, in accordance with section 14.6.

### 3.7. Service Date

An employee's service date is calculated from the first date of appointment with the University, with no break in continuous service. Service date is used for salary increases, vacation accrual and the calculation of notice in the case of termination without cause.

An employee holding an appointment in another employee group who accepts an appointment in the Exempt employee group shall have their service date calculated from their earliest date of appointment with the University, with no break in continuous service.

The portion of a year during which an employee holding a continuing-term appointment does not work is identified as an inactive period and service will not accrue.

Service with the University continues to accrue for the duration of the maternity, parental, or adoption leave, up to a maximum of one year, for the purposes of vacation entitlement. The service date is only changed in the case of an unpaid leave of absence.

## 4. Salary

### 4.1. Salary Scales

Employees shall be paid a salary in accordance with the salary scale outlined below, based on the classification of the position to which they have been appointed.

Level	Minimum	Maximum
6	91,495.00	115,702.00
5	78,875.00	99,744.00
4	67,997.00	85,987.00

3	58,617.00	74,127.00
2	50,531.00	63,903.00
1	43,562.00	55,089.00

## 4.2. Salary Administration

### 4.2.1 General Salary Increase

Subject to approval of the Board, employees may receive an across-the-board cost of living adjustment (COLA) salary increase on July 1 of each year.

### 4.2.2 Performance Salary Increase

Subject to the approval of the Board, employees receive a salary increase of 4% on the anniversary date of their appointment to the position, provided that their performance in the previous year has been satisfactory.

## 4.3. Long Service Increments

Subject to approval of the Board, an employee who has completed 8 consecutive years of service at Mount Royal University and has been paid the maximum of the pay level during the immediately preceding 2 years shall receive a salary increase of 4 per cent.

Subject to approval of the Board, an employee who has completed 10 consecutive years of service at Mount Royal University and has been paid at the maximum of the pay level during the immediately preceding 2 years shall receive a salary increase of 5%.

An employee who takes maternity, parental or adoption leave, shall not be deemed to interrupt the progression towards a long service increment. Long service increments shall be effective on the employee's anniversary date.

## 4.4. Reclassification

Upon the reclassification of an employee's position to one level higher in the salary scale, an employee shall normally receive a salary increase of 4%, up to the maximum of the salary scale for the level of the position, or be placed at the minimum of the salary scale for the level of the position, whichever is greater. Increases above 4% require the approval of the appropriate Vice-President or Executive level position.

Upon the reclassification of an employee's position to two levels higher in the salary scale, an employee shall normally receive a salary increase of 8%, up to the maximum of the salary scale for the level of the position, or be placed at the minimum of the salary scale for the level of the position, whichever is greater. Increases above 8% require the approval of the appropriate Vice-President or Executive level position.

## 4.5. Payment

Employees are paid by direct deposit to a Canadian financial institution of the employee's choosing. Payment of salary occurs on the 15th of the month and on the 3rd last banking day of the month. A statement of earnings outlining income and deductions will be produced each pay period.



## 5. Employee Conduct and Performance

### 5.1. Conduct

Employees are held to the highest standard of conduct and are expected to model and adhere to the policies and procedures of the University applicable to their roles, as amended from time to time, as well as other reasonable standards of conduct in the workplace.

Employees are free to engage in volunteer, community service, political or charitable work provided such activities do not conflict with the interests of the University, impair an employee's work performance, impede an employee from fulfilling their duties and responsibilities, or constitute a conflict of interest with the activities of the University.

### 5.2. Misconduct and Discipline

When employees do not conduct themselves in accordance with the policies and procedures of the University or reasonable standards of conduct in the workplace, the employee may be subject to discipline.

An employee will only be disciplined for just and sufficient cause, after the conclusion of an investigation of the allegations of misconduct or breach of policy is substantiated. The University subscribes to the principles of progressive discipline, with the intention of any disciplinary action to be corrective in nature, not punitive. The level of discipline is based on, among others, the nature and severity of the misconduct, the employee's position and level of responsibility, the employee's work history and any aggravating or mitigating circumstances related to the misconduct. Discipline is not progressive in the event of severe misconduct warranting immediate termination for cause.

An employee who has been subjected to disciplinary action may, after 36 months from the date the disciplinary letter was issued, request Human Resources purge the employee's personnel file of the disciplinary letter. Such request shall be granted providing:

- i. the employee's file does not contain any further record of disciplinary action during that 36 month period; or
- ii. the disciplinary action is not the subject of the matter being unresolved; or
- iii. it is determined by the Associate Vice-President, Human Resources or designate that the nature or severity of the action does not warrant retention of the record.

### 5.3. Performance Management

An employee is expected to contribute diligently toward the achievement of the University's goals and objectives in the performance of the employee's duties.

- i. A manager is expected to engage in regular, informal discussions with an employee and provide constructive performance feedback throughout the year.
- ii. A manager is expected to provide a written evaluation to an employee annually, based upon the employee's performance over the prior year. Goals, objectives and service contributions for the coming year shall also be set at this time.

When an employee's performance of their duties is deemed to be unsatisfactory, a manager will create a performance plan to assist and encourage the employee to perform at a satisfactory level. An employee is expected to demonstrate an effort and desire to improve their individual performance in accordance with the plan.

#### **5.4. Employee File**

Employees shall 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.

All medical information is to be submitted directly to the Department of Human Resources. Medical information is kept confidential and is shared with an Employee's manager only for purposes of accommodation.

## **6. Professional Development**

The terms and conditions of employment for professional development outlined in this section are available only to employees in regular, continuing-term and limited-term appointments, with the exception of a Library membership, which is available to all employees.

### **6.1. Professional Development Funding**

On July 1 of each year, the University will establish a fund for employee professional development to attend conferences, seminars or workshops. Disbursement of funds is to a maximum of \$2,000 per employee, per year for travel expenses, registration fees, meals or other related costs. Employees may submit an application for funding per the established Human Resources procedures.

### **6.2. Tuition Reimbursement**

#### **6.2.1 Non-Taxable Benefit**

An employee may apply for reimbursement for expenses related to professional development courses, professional designation course work and professional membership fees, which will enhance an individual's performance of work responsibilities or career development. In any one year (July 1 to June 30), an employee may be reimbursed up to 100 per cent of tuition to a maximum of \$1,000 as per established Human Resources procedures.

#### **6.2.2 Taxable Benefit**

Personal interest courses relate to leisure, recreation or personal improvement. In any one year (July 1 to June 30), an employee may be reimbursed up to 100 per cent of fees up to a maximum of \$250 as per established Human Resources procedures.

### **6.3. Complimentary Non-Credit Courses**

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

Employees are subject to all admission requirements, and selection and registration procedures.

Approval of requests for complimentary registration in credit-free courses is contingent upon the overall cost of the course, number of registrants and factors which determine whether the course is economically viable.

Spouses and dependents of employees shall be eligible to enroll at 50% of the tuition charge in any non-credit course offered by the University, subject to the approval of the Dean of the Faculty of Continuing

Education and Extension (exclusions may apply). The University reserves the right to request proof of spousal or dependent status from the employee.

Spouses and dependents are subject to all admission requirements, and selection and registration procedures.

#### 6.4. Scholarships for Spouses and Dependents

On July 1, the University provides up to \$10,000 to fund scholarships for spouses and dependents. Employees may apply for scholarships, per the established Human Resources procedures, subject to the conditions below.

- i. The spouse or dependent must be registered as a full-time student in credit courses at the University during the Fall or Winter Semester.
- ii. The spouse or dependent is subject to normal admission, selection and registration procedures and will not pre-empt other students.
- iii. Scholarship funding for a spouse or dependent is contingent upon 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 spouse or dependent shall receive more funding than the cost of their total tuition.

## 7. Diversity and Inclusion

The Board, its representatives and employees shall not 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 and family status.

## 8. Occupational Health and Safety

The University is committed to providing a healthy and safe workplace. Alberta's *Occupational Health and Safety Act (OHSA)*, sets out requirements, duties and standards which govern health and safety in the workplace. Employees and managers are expected to familiarize themselves with their responsibilities under the *Act* and under the University's health and safety roles and responsibilities.

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, whereby the standard is determined by the University.

Items other than the standard supplied clothing and equipment may be considered for compensation by the department, provided a medical condition exists that is supported by a medical assessment and an internal review of the particular circumstances is completed by the University. Depending on the clothing and/or equipment requested, costs above the amount set by the department may be the responsibility of the employee.

No employee shall be disciplined or discharged for refusal to work on a job; or in any workplace; or to operate any equipment where the employee believes that it would be unsafe to do so, or where the employee the required training to complete the task in a safe manner.

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, in accordance with the *Workers' Compensation Act*. If an employee is not eligible for Workers' Compensation, but is unable to work due to injury or illness, the employee shall have access to general illness leave as defined in section 13.2.

Any and all work-related accidents or injuries must be reported to the employee's supervisor, and submission by the supervisor to Environmental Health and Safety. If an employee seeks medical attention, misses time from work or requires modified duties due to a work-related accident or injury, these incidents must be reported to the Workmen's Compensation Board of Alberta (WCB) and Human Resources.

## 9. Pension

Employees shall participate in the Local Authorities Pension Plan, subject to the policies and procedures of the Local Authorities Pension Plan. Eligibility to participate in the pension plan is limited to regular and continuing-term employees.

## 10. Benefits

The University provides comprehensive benefits to employees in regular, part-time, continuing-term and limited-term appointments. Employees in casual appointments are not eligible for benefits.

### 10.1. Group Benefits

Coverage and eligibility are defined in the benefits plans and policies. The University does not guarantee payment of claims under any plan or policy. The University may amend the terms and conditions of the benefits plans and policies or change benefits carrier at its sole discretion.

Employees may opt out of extended health care and dental care benefit coverage by providing proof of coverage under a spouse's benefits plan. Monthly employee contributions are deducted from the salary of any employee who is a member of a plan, and the University remits these amounts to the appropriate company or companies providing benefit coverage.

Benefit coverage and offering is equivalent to other employee groups. For information regarding Benefit Type and percentage of premium payment by the University and Employee, refer to the Exempt Staff Benefits Summary available on the Mount Royal University website.

Employees may purchase additional insurance coverage for the following:

- i. additional optional life insurance
- ii. optional spousal and dependent life insurance
- iii. critical illness insurance
- iv. optional additional accidental death and dismemberment insurance

### 10.2. Health Spending Account

On January 1 of each year, the University provides each employee with a health spending account in the amount of \$835 per calendar year for full-time employees and \$500 per calendar year for part-time staff.

Eligible employees newly appointed to the Exempt employee group will have amounts prorated after July 1, the amounts are \$418 for full-time employees and \$250 for part-time employees.

### 10.3. Recreation Membership

The University provides employees in regular, continuing-term and limited-term positions with a membership free of charge. This membership provides access to recreation facilities and equipment, as determined by the regulations and policies governing Cougars Athletics and Recreation.

## 11. Vacation

### 11.1. Accrual of Vacation

Vacation is accrued each calendar year based on the number of completed years of service and type of appointment held by the employee.

- i. Employees in full-time, regular appointments accrue vacation as noted below.

Completed Years of Service	Vacation Accrual
<1 year	1.25 days per month
1 to 4 years	15 days annually
5 to 12 years	20 days annually
13 to 20 years	25 days annually
21+ years	30 days annually

- ii. Employees in part-time, continuing-term or limited-term appointments accrue vacation as employees in full-time, regular appointments, but on a prorated basis, based on the proportion of the part-time hours in relation to full-time hours and duration of months of service during the calendar year.
- iii. Employees in casual appointments do not accrue vacation time. Casual employees will receive 4% of wages earned in lieu of vacation time, which will be paid each pay period. In the fifth and subsequent years, minimum vacation pay is 6% of wages earned. An employee wishing to take additional time for vacation purposes may take an unpaid leave subject to the approval of their manager.

Vacation days shall not accrue during an unpaid leave in excess of 30 working days.

Employees do not accrue actual vacation hours while on parental leave from the University or any other unpaid leave.

Vacation days accrued during each calendar year shall be taken no later than 12 months after the end of the calendar year in which they were accrued.

If on December 31, an employee has accrued more than one year of vacation entitlement, the portion in excess of the one year's entitlement may only be carried forward to February 28/29 of the next calendar year. Any unused vacation time accrued which is ineligible to be carried forward will be paid out.

Upon termination of employment, any unused vacation accrual will be paid out.

## 11.2. Scheduling Vacation

An employee shall submit their vacation scheduling request to their manager prior to the commencement of their vacation. A manager will consider the granting of the requested vacation based on operational requirements. Employee requests shall not be unreasonably denied.

If a manager and an employee are unable to agree on a mutually satisfactory date for an employee's vacation, the manager shall give the employee at least 2 weeks' written notice of the date on which the employee's vacation is to start, and the employee shall take the vacation at that time.

If one or more University holidays fall(s) during an employee's vacation, another day(s) shall be taken at a time agreed upon by the employee and manager.

## 12. University Holidays

The University observes the following paid holidays.

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
One-half day for the Calgary Stampede	Three Days between Boxing Day and New Year's Day

When a University holiday falls on a Saturday or Sunday, it shall be observed on the following Monday.

The University may, subject to operational requirements, require certain employees to work on a University holiday. Employees who work on a University holiday shall be entitled to another day off in lieu, to be taken at a time agreed upon by the employee and the manager or paid as required under the Employment Standards Code.

Employees scheduled to work on a University holiday, shall be entitled to another day off in lieu, to be taken at a time agreed upon by the employee and the manager.

## 13. Leaves

The University offers a number of paid and unpaid leaves to employees, depending on the nature of the leave and type of appointment and the hours of work of the employee.

- i. Employees in part-time regular, continuing-term or limited-term appointments shall have leave entitlements prorated, as applicable, based on the proportion of the part-time hours in relation to full-time hours and duration of months of service during the calendar year.
- ii. Employees in casual appointment are only eligible for leaves outlined in the Employment Standards Code, unless otherwise specified in this document.

### **13.1. Medical and Dental Appointments**

Employees in regular, continuing-term and limited-term appointments are eligible for paid leave to attend to medical and dental appointments. Employees in casual appointments are not eligible for paid leave to attend to medical and dental appointments, but may request unpaid leave to attend to medical and dental appointments.

Employees shall make every effort to schedule medical and dental appointments outside of business hours. In the event this is not possible, time off for employees to attend medical and dental appointments shall be granted, providing the conditions are met.

- i. Employees shall seek approval from their manager as soon as possible in advance of the appointment; and
- ii. Appointments, when possible, shall be at a time that least interferes with work.

Time off for medical and dental appointments in excess of 2.5 hours shall be charged against an Employee's sick time balance. In extenuating circumstances, managers may approve that time off for medical and dental appointments in excess of 2.5 hours not be charged against an employee's sick time balance.

### **13.2. Illness and Injury**

Employees in regular, continuing-term and limited-term appointments are provided with a number of leaves for absences from work-related illness and injury, excluding illness or injury covered by WCB. Employees in casual appointments are not provided paid leave as outlined below: only unpaid leaves are provided as outlined in the Employment Standards Code.

### **13.3. Sick Time**

Employees accrue one day of sick time for each completed month worked, to a maximum of 12 days each calendar year.

Employees use accrued sick time when absent from work due to illness or injury for five consecutive working days or less. Once employees have used their sick time accrual, they are not eligible for further paid sick time for that calendar year and they will be placed on an unpaid leave for any further absence from work due to illness or injury of five consecutive days or less in that calendar year.

When an employee is unable to report to work due to illness or injury, the employee is required to inform their manager as soon as reasonably possible.

Frequent absences due to illness or injury of five consecutive working days or less, which are recurrent in nature, may prompt the University to require an employee to provide a completed medical assessment form to the Department of Human Resources.

### **13.4. General Illness**

Employees who are absent from work due to illness or injury for between 6 consecutive days and 65 consecutive days will be placed on general illness leave and paid 100% of their salary, subject to employees submitting satisfactory supporting medical information to the Department of Human Resources. Employees will be returned to work upon the provision of satisfactory information from a physician confirming medical clearance.

If within 30 calendar days of having returned from general illness leave, an employee who has performed all the duties of their position without modifications, restrictions or limitations and who is absent on

account of the same or related illness, shall have the second period of absence treated as an extension of the first period of absence.

If after 30 calendar days of having returned from general illness leave, an employee who has performed all the duties of their position without modifications, restrictions or limitations and who is absent on account of the same or related illness, shall have the second period of absence treated as a new period of general illness leave.

In the case of a new illness, the employee who had previously been on general illness leave shall have an additional period of up to 65 days of general illness leave.

Employees who have been on general illness leave for 35 days will be provided long-term disability application forms by the Department of Human Resources to submit to the benefits provider.

### **13.5. Long-term Disability**

Employees who are totally disabled and absent from work for 66 days or more are eligible for long-term disability leave, upon approval of the application by the benefits provider. Employees who are deemed to be totally disabled by their physician, but who have not submitted an application for long-term disability benefits or whose claim has not been accepted, will be placed on unpaid leave until such time as their physician provides clearance to partial or full return to work.

Employees will remain on long-term disability, subject to the terms and conditions of the long-term disability plan.

Service with the University does not continue to accrue while an employee is on long-term disability.

Employees who have been receiving long-term disability payments for a period of 2 years have reached their date of definition as defined by the benefits provider and 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 a vacant and suitable position.

### **13.6. Variety of Leaves**

#### **13.7.1 Maternity Leave**

An employee who has completed 90 days of continuous service and is the birth mother, is entitled maternity leave for a period of 16 weeks. This may be combined with parental leave of 62 weeks for a total period of 78 weeks. Birth mothers must take at least 6 weeks after birth for health reasons, unless: the employer agrees to an early return to duties, and the employee provides a medical certificate stating the return will not endanger her health.

Maternity leave shall commence no earlier than 12 weeks before the expected date of delivery and no later than the date of birth. The employee is to provide as much notice of leave as is possible, but at least 6 weeks' notice in advance of the anticipated commencement of the leave.

The employee shall be eligible to receive benefits in accordance with the University's supplementary unemployment benefit (SUB) plan, which supplements employment insurance (EI) benefits during the maternity leave. In order to be eligible to receive benefits under the University's SUB plan, an employee must commence maternity leave prior to or on the date of delivery and apply for and be eligible for EI benefits.

The period of eligibility for the SUB plan is 17 weeks. If the employee has less than one year of service the SUB plan will be prorated. The SUB plan provides 95% of the employee's regular salary during the EI



waiting period and 95% of the employee's regular salary minus any EI benefits for the remaining weeks to a maximum of 17 weeks. The calculation will be based on an employee taking a 12-month leave. The total amount of the SUB plan payments will be divided evenly over the pay periods during the 17-week period.

An employee who commenced maternity leave may continue all benefits enrolled in prior to the leave subject to the provisions of the benefits provider during the maternity leave. The payment of benefit premiums will be shared between the University and employee as set out in the benefits plan for the first 12 months of the leave. If the leave extends beyond 12 months, the Employee will be responsible for 100% of all benefit premiums that they wish to maintain.

### 13.7.2 Parental Leave

Parental leave is available to birth mothers following maternity leave, and to the spouse of the birth mother following the birth of a child. Parental leave can last up to 62 weeks for the parent who is not the birth mother. Maternity leave may be combined with parental leave for a maximum leave duration of 78 weeks. Leave can start any time after the birth or adoption of a child, but must be completed within 78 weeks of the date of the baby is born or placed with the parents.

An employee who is not the birth mother and who has completed 90 days of continuous service with Mount Royal University is entitled to unpaid parental leave of up to 62 weeks within 78 weeks following the birth of a child.

The employee shall provide proof of the birth of the child and shall give the University 6 weeks of notice in writing of the expected day on which the leave is to commence. The employee is to provide as much notice of return from leave as is possible, but at least 4 weeks.

The employee may continue benefits coverage, subject to the provisions of the benefits plan. If the employee elects to continue any benefits, the payment of benefit premiums will be shared between the University and employee as set out in the benefits plan for the first 12 months of the leave. If the leave extends beyond 12 months, the Employee will be responsible for 100% of all benefit premiums that they wish to maintain.

If more than one parent is employed by the University, only one parent shall be granted parental leave or it may be shared by both parents.

### 13.7.3 Adoption Leave

An employee who has completed 90 days of continuous service is entitled to an unpaid adoption leave for a period of 62 weeks from the date of the child's placement.

The employee is to provide as much notice of leave as is possible, but at least 6 weeks' notice in advance of the anticipated commencement of the leave. The employee is to provide as much notice of return from leave as is possible, but at least 4 weeks.

The employee shall be eligible to receive benefits in accordance with the University's Supplementary Unemployment Benefit (SUB) Plan, which supplements Employment Insurance (EI) benefits for the first 17 weeks of adoption leave. If the employee has less than one year of service the SUB plan will be prorated. In order to be eligible to receive benefits under the University's SUB Plan, an employee must commence adoption leave prior to or on the date of placement of the child and apply for and be eligible for EI benefits. The SUB Plan provides salary at 95% during the EI waiting period; and 10 weeks of salary at 95 per cent minus any EI benefits. The total amount of the SUB plan payments will be divided evenly over the pay periods during the 17-week period.

The employee may continue benefits coverage, subject to the provisions of the benefits plan. If the employee elects to continue any benefits, the payment of benefit premiums will be shared between the University and employee as set out in the benefits plan for the first 12 months of the leave. If the leave extends beyond 12 months, the Employee will be responsible for 100% of all benefit premiums that they wish to maintain.

During the unpaid period of adoption leave, the employee may continue benefit coverage subject to the provisions of the benefits plan. If the employee elects to continue any benefits they will be responsible for paying 100% of the premium costs on a monthly basis.

If more than one parent is employed by the University, only one parent shall be granted adoption leave or it may be shared by both parents.

#### 13.7.4 Partner Leave

An employee who is the spouse of a birth mother or of an adoptive parent shall be granted two days leave with pay to attend to the birth or adoption of a child. This applies only to an employee who is not also taking parental or adoption leave.

#### 13.7.5 Compassionate Care Leave

All employees are eligible for 26 weeks of unpaid leave to care for a gravely ill immediate family member. Presentation of satisfactory medical information on the immediate family member may be requested.

Employees are encouraged to apply for Employment Insurance (EI) Compassionate Care Benefits to offset their loss of earnings during their compassionate care leave. If a full-time employee in a regular, continuing-term or limited-term appointment qualifies for benefits, the University shall pay 95 per cent of salary to the employee during the EI waiting period, immediately prior to the date the employee receives benefits.

#### 13.7.6 Bereavement Leave

In the event of a death in an employee's immediate family, an employee shall be provided bereavement leave not to exceed 7 days, inclusive of travel.

If the death occurs during a period of vacation the employee shall be allowed bereavement leave as described above and vacation shall be credited accordingly.

All employees shall be provided one-half of a day of paid leave to attend a funeral as a pallbearer or mourner of persons other than immediate family. A request for additional paid leave may be approved by the manager.

#### 13.7.7 Special Leave

Full-time employees in regular, continuing-term and limited-term positions shall be granted up to a total of 6 special leave days per calendar year. Special leave will not be carried forward or paid out if unused. Special leave may be approved by the manager under the circumstances below:

- i. immediate family matters including medical or other such appointments, illnesses and unforeseen matters requiring the presence of the employee;
- ii. disaster conditions, defined as a flood, fire or residential emergencies which create a critical condition and require an employee's personal attention;
- iii. change of domicile;

- iv. writing examination(s) or graduation;
- v. estate administration; and
- vi. Canadian citizenship hearing, when an employee is attending a hearing or ceremony to become a Canadian citizen.

#### 13.7.8 Personal Leave

Employees in regular, continuing-term and limited-term appointments are provided 2 paid personal leave days per calendar year for personal matters of the employee. However, employees starting on or after July 1 will be provided with only 1 day for that calendar year and employees starting on or after December 1 of the current year are not provided any personal leave. Personal leave days cannot be carried forward or paid out and any unused personal leave days will expire December 31.

Employees in casual appointments may request a change to their work schedule in order to attend to personal matters.

#### 13.7.9 Witness or Jury Duty

An employee who is 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.

#### 13.7.10 Unpaid Leaves

An employee may submit an application in writing to their manager to take an unpaid leave of up to 12 months. The manager will consider the request in light of operational requirements.

In the event of an unpaid leave for a period of one to 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 plan and policies of the benefits plan. In such a case, the employee shall prepay 100% of the employee's and the University's portion of the premium for the period of the absence.

Depending on the length of the unpaid leave, service with the University not continue to accrue while an employee is on leave.

## 14. Ending the Employment Relationship

### 14.1. Resignation

Employees resigning from their appointment will provide as much notice as possible, but at least 2 weeks' written notice submitted to the manager and the Department of Human Resources. Once submitted, the resignation cannot be revoked.

### 14.2. Retirement

Employees retiring from their appointment will provide at least 4 weeks' written notice, submitted to the manager and the Department of Human Resources. Once submitted, the retirement notice cannot be revoked.

### **14.3. Termination for Cause**

The University may terminate an employee immediately for just cause without prior notice or pay in lieu of notice. The employee will be paid salary, vacation pay and other entitlements that have accrued up to and including the effective date of termination. The employee is not entitled to any further compensation arising from their termination.

### **14.4. Termination without Cause**

Unless otherwise specified in the employee's offer letter, the University may terminate an employee without cause by providing written notice or pay in lieu of notice. The employee will be paid salary, vacation pay and other entitlements that have accrued up to and including the effective date of termination. The notice period or pay in lieu of notice will be calculated in accordance with the employee's statutory and common law entitlements. Any pay in lieu of notice will be calculated on base salary only and will not include any amounts for benefits, vacation pay or other entitlements that would have accrued during the notice period, provided that, at minimum, the employee will receive pay in lieu of notice equivalent to their minimum statutory entitlement.

### **14.5. Abandonment of Employment**

Any employee who is absent without authorization or good and proper reason from their employment for 3 consecutive days will be considered to have abandoned their position. The manager shall reasonably attempt to contact the employee during a period of unauthorized absence to determine the reason for the absence. If the manager is unable to contact the employee or the rationale for the absence is not acceptable, the employee shall be deemed to have resigned effective the final day of the unauthorized absence. In these situations, no notice will be provided and no severance will be paid.

### **14.6. Probationary Termination**

The University may terminate an employee immediately for unsatisfactory performance during the employee's probation period.

If the employee has been employed for 3 months or less, the employee will receive no notice or pay in lieu of notice. If the employee has been employed for greater than three months, the employee will be paid one week of pay in lieu of notice in accordance with the Employment Standards Code. Employees will not be on probation for a period of more than two years.

