

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

And

THE MOUNT ROYAL STAFF ASSOCIATION

Response to COVID-19 Pandemic: Extension to Furlough Leave (unpaid leave) & Temporary Reduction in Hours of Work (FTE)

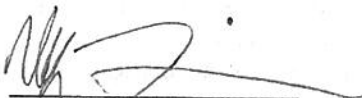
The Parties have agreed to the following Memorandum and principles on a without prejudice and precedent basis:

- 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.

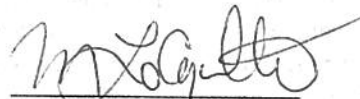
Therefore, instead of using measures such as Position Abolishment Article 14 that ends the employment relationship, the University may place some employees on Furlough Leave (unpaid leave) or on temporary reduced Hours of Work (no less than .7 FTE) who are identified as being unable to work from home or who may temporarily have been determined to 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. Any temporary reduced hours of work schedule will end no later than the expiry of this agreement.

1. Prior to being placed on Furlough Leave or temporary reduced FTE, an Employee will be provided the option to utilize unused Personal Leave days granted for 2020, accrued Vacation leave and accrued Overtime (accumulated time) prior to commencing the Furlough Leave or to top-up a temporary reduced FTE at the time they are provided a formal notification email from Human Resources.
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. Employees 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. Employees on Furlough Leave or temporary reduction in FTE will be entitled to continue to have coverage under the group Long Term Disability and life insurance plans (Articles 22(d) and 27.1(e&f)) at the same level of coverage as was in effect immediately prior to the commencement of their Furlough Leave or reduced schedule of work period provided the employee was eligible for coverage and participating in it prior to the commencement of the period of Furlough Leave. 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 the Local Authorities Pension Plan (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. Subject to the terms of LAPP, Employer and Employee contributions to LAPP during a temporary reduction in FTE will continue. As per LAPP policy, Employer and Employee contributions for Employees with less than 36 months of service at the commencement of a temporary reduced FTE period, will be made on the reduced FTE with no opportunity to buy back the reduced portion. Employer and Employee contributions for Employees with more than 36 months of service at the commencement of a temporary reduced FTE period, will continue to be made at 100% of the unreduced salary.
7. Employees on Furlough Leave or temporary reduced FTE will continue to have access to the Employee & Family Assistance Program.
8. Employees' anniversary and service dates will not be impacted by being placed on Furlough Leave or temporarily reduced FTE.
9. Employees placed on Furlough Leave may be recalled at a reduced FTE on a temporary basis, provided that reduced schedule is not less than 0.7 FTE, and to comparable positions within the bargaining unit with the intention to return employees on Furlough Leave sooner.
10. An Employee recalled from Furlough Leave or who is returning to their regular FTE 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.
11. If an Employee subject to Furlough Leave under this MOU or the previous MOU, effective May 1, 2020 is not recalled within one hundred and eighty (180) consecutive Calendar Days from the date the unpaid Furlough Leave commenced, the Employee will be provided seven (7) Calendar Days to make an irrevocable election to voluntarily terminate employment and receive a severance payment. The election shall be binding upon the Employer. The severance payment shall be calculated based on the Position Abolishment severance formula in Article 14. Alternatively, the individual will continue as an Employee on Furlough Leave.
12. The period of Furlough Leave will not be considered part of any notice period in the event of Position Abolishment.
13. 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.
14. 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.
15. This MOU will expire on December 31, 2020. Due to the uncertainty of the impacts to the University as a result of COVID-19, the parties agree to review the status of this MOU no later than November 13, 2020 to determine, subject to mutual agreement, if extensions or modifications are necessary.



Mark Friesen
For Mount Royal University



Michelle LoGullo
For Mount Royal Staff Association

August 27, 2020
Date