



**Handbook of Terms and Conditions of Employment For  
Management and Professional Staff (Excluded)**

**Effective September 1, 2017**

Revised: August 18, 2017

## TABLE OF CONTENTS

Article 1: Definitions .....	1
Article 2: Application.....	1
Article 3: Appointments.....	2
Article 4: Duties, Hours of Work and Relocation .....	2
Article 5: Compliance with Policies and Procedures.....	3
Article 6: Evaluation of Positions .....	3
Article 7: Professional and Educational Leave .....	4
Article 8: Probationary Period .....	4
Article 9: Performance Review, Evaluation and Professional Development .....	5
Article 10: Resignation .....	5
Article 11: Retirement.....	6
Article 12: Salaries, Vacation and Benefits .....	7
Article 13: Death or Accident in Service .....	9
Article 14: Termination of Employment .....	10
Article 15: Medical Leave .....	10
Article 16: Leaves .....	12
Article 17: Paid Holidays .....	14
Article 18: Personal Leave Days .....	15
Article 19: General Liability Insurance .....	15

## **Employment Handbook**

This Handbook provides the general terms and conditions of employment for certain management and professional staff ("MAPS") who are not designated as academic staff and are therefore excluded from the scope of a collective agreement.

The appointment letter for a MAPS Employee may contain exceptions to these terms and conditions, but any exception must be approved in writing by the Associate Vice-President of Human Resources and may require additional approval from a Vice-President.

### **Article 1: Definitions**

- 1.1 Appointing Officer – means the senior administrator for an academic or administrative unit.
- 1.2 Bargaining Unit – means an academic staff bargaining unit or a support staff bargaining unit at the University of Alberta.
- 1.3 Board – means the Board of Governors of the University of Alberta.
- 1.4 Casual Employee – means an Employee who works intermittently or less than 20 hours per week.
- 1.5 Continuing Employee – means an Employee who holds a position of 0.5 full-time equivalent or greater and the position has no end date.
- 1.6 Employee – means an individual whose appointment letter states their employment by the University is governed by the provisions in this Handbook.
- 1.7 Evaluation Points – means the evaluation points assigned to the position through the MAPS Position Evaluation Plan.
- 1.8 Excluded Management and Professional Staff Benefits Program – means the benefit plan to which the eligible Employee is able to participate.
- 1.9 Immediate Supervisor – means the person to whom the Employee directly reports.
- 1.10 Increment – means the basic unit by which salary is increased in accordance with the provisions of Article 9.
- 1.11 MAPS Disability Leave Plan – means the document that contains the MAPS Disability Leave Plan rules and regulations.
- 1.12 Temporary Employee – means an Employee who holds a position of 0.5 full-time equivalent or greater and the position has an end date.
- 1.13 University – means the Governors of the University of Alberta, being the legal name of the University of Alberta.
- 1.14 Vice-President – means the Vice-President responsible for the administrative unit or faculty.

### **Article 2: Application**

- 2.1 This Handbook applies to a position or Employee primarily engaged in any of the following roles, but not designated by the Board as academic staff:
  - a) An administrative professional who provides leadership, strategic advice and direction in the organization, and is accountable for planning, negotiating, problem solving, risk assessment and prevention, and/or operational oversight of resources;
  - b) A person employed in a confidential capacity in matters relating to labour relations;
  - c) A person appointed to the MAPS category of staff as defined in the UAPPOL Recruitment Policy and Appendix C Definitions and Categories of Management and Professional Staff.

- 2.2 This Handbook does not apply to the following positions and employees:
- a) The University's President;
  - b) The University's Vice-Presidents;
  - c) An Academic Administrator;
  - d) Excluded Support Staff;
  - e) Other categories of employees identified in the UAPPOL Recruitment Policy, Appendix A and Appendix B.
- 2.3 The University may change any term or condition of employment in this Handbook in whole or in part on two months written notice to Employees of changes, as the University, in its sole discretion, considers appropriate.
- 2.4 An Employee may be appointed into one of the following categories of employment: continuing full-time, continuing part-time, temporary full-time, temporary part-time or casual.
- 2.5 Part-time appointments must be a minimum of a 0.5 full-time equivalent, with the exception of employees working phased-retirement in accordance with Article 11.
- 2.6 All functions, rights, power and authority which the University has not specifically abridged, delegated or modified by the Handbook are retained by the University.

### **Article 3: Appointments**

- 3.1 The appointment of an Employee shall be made by the Appointing Officer.
- 3.2 A letter of appointment shall be duly executed by the Appointing Officer and the Employee, and shall confirm the appointment of the Employee.
- 3.3 The Employee's appointment commences on the date set in the letter of appointment.
- 3.4 For Temporary Employees, the appointment shall end on the appointment end date set within the letter of appointment, unless extended or modified by mutual agreement of the Appointing Officer and the Employee.

### **Article 4: Duties, Hours of Work and Relocation**

- 4.1 An Employee's duties, reporting responsibilities and hours of work are as described in the letter of appointment unless otherwise directed by the Immediate Supervisor, the Appointing Officer or the Vice-President.
- 4.2 An Employee's continuous service date is calculated from the most recent date of hire by the University. For example, if an Employee resigns, or retires, or is terminated and is then later re-hired, service is determined starting on the date of re-hire.
- 4.3 An Employee who was working in a Bargaining Unit or excluded position and does not have a break in service before appointment shall have their service date calculated from the start of continuous service within the Bargaining Unit or excluded position.
- 4.4 The standard work week shall be 40 hours. The schedule of work shall be determined by the Appointing Officer or Immediate Supervisor.
- 4.5 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected or heavy workloads and to meet emergent situations. Because of the nature of their roles, Employees engaged in a supervisory or managerial capacity, or a capacity concerning matters of a confidential nature are excluded from the overtime compensation provisions of the Employment Standards Code.

## **Relocation**

- 4.6 An Employee, upon initial appointment, may be eligible for the reimbursement of specific relocation expenses necessarily and reasonably incurred in the initial move to work at a University of Alberta campus. Regulations governing relocation may be amended at the discretion of the Board.
- 4.7 An Employee who voluntarily leaves the employment of the University before rendering two years' service shall be required to refund a portion of any relocation expenses paid. Each month of regular service (exclusive of leave periods) shall be considered as discharging one twenty-fourth of the obligation.

## **Article 5: Compliance with Policies and Procedures**

- 5.1 Employees are responsible for reviewing and complying with applicable University policies, procedures and other governance documents. Policies and procedures are generally accessible through the University of Alberta Policies and Procedures Online ("UAPPOL"). Failure to comply may result in discipline up to and including termination.

## **Article 6: Evaluation of Positions**

### **Position Description**

- 6.1 A formal position description shall form the basis for the establishment and evaluation of a position. If there is an incumbent in the position when a position description is prepared or amended, the incumbent shall be consulted in its preparation and may be required to acknowledge in writing such consultation.
- 6.2 Position descriptions and their associated Evaluation Points shall be available to the Employee upon request with reasonable notice.

### **Position Evaluation Process**

- 6.3 The position shall be evaluated upon:
- a) the request of the incumbent Employee; or
  - b) the request of the Appointing Officer
- 6.4 Upon evaluation, the Evaluation Points for the position may increase, decrease or stay the same.
- 6.5 If the evaluation of a position results in a decrease in Evaluation Points, the salary range shall nevertheless remain at the pre-evaluation level so long as the incumbent continues to hold that position.
- 6.6 If the evaluation of a position results in an increase in Evaluation Points, the new evaluation and salary range shall apply to the incumbent Employee. The effective date shall be the date a revised position description was formally received for evaluation by Human Resource Services unless circumstances justify an alternative date.
- 6.7 If the present salary of the incumbent Employee, who is affected by Article 6.6, is below the minimum salary of the revised salary range, the salary of the Employee shall be increased to the minimum salary of the range. An increase beyond the minimum of the range to a maximum of one increment may be offered by the appointing officer.
- 6.8 If the present salary of the incumbent who is affected by Article 6.6 is within the revised salary range, the Appointing Officer may approve an increase in salary of up to the equivalent of one Increment.

## **Article 7: Professional and Educational Leave**

- 7.1 A Continuing Employee may be granted a professional and/or educational leave at the discretion of the Vice-President if such leave is expected to be of benefit to both the Continuing Employee and the University.
- 7.2 A Continuing Employee shall be eligible to apply for up to six (6) months of leave provided the Employee has worked at the University for three (3) years. After six (6) years of service, or six (6) years of University service following a previous leave, a Continuing Employee shall be eligible to be considered for a twelve (12) month leave.
- 7.3 A leave is granted in order for a Continuing Employee to pursue an educational or professional opportunity. The opportunity shall be documented. A leave (subject to the Continuing Employee's eligibility) may be spread over a number of years. Periods of Professional and Educational leave or leave without pay shall not be counted as service towards Professional and Educational Leave.
- 7.4 The leave application shall include a description of the intended activity during the leave, a statement of the benefit of such activity to the Continuing Employee and its value to the University, the duration of the leave, and the location(s) of the Continuing Employee during the leave.
- 7.5 The Appointing Officer will append any comments to the leave application and then forward the application to the Vice-President.
- 7.6 Upon receipt of the application and the appended material, the Vice-President shall decide on the application and shall advise the Continuing Employee, in writing. The decision of the Vice-President is final and binding.
- 7.7 If an application for Professional and Educational Leave has been approved, a Continuing Employee shall:
- a) Receive a salary of eighty (80%) percent of the Continuing Employee's base salary.
  - b) Be eligible to participate, in full, in the Excluded Management and Professional Staff Benefits Program, with the University continuing to pay the regular employer costs.
- 7.8 A Continuing Employee may receive grants or scholarships or other aid from outside agencies to assist in the financing of the leave program. Receipt of such assistance shall not serve to reduce the level of the leave salary unless the total of the assistance and the leave salary exceed the Continuing Employee's total salary, in which case the leave salary shall be reduced so that the total of the outside assistance and the leave salary equal the Continuing Employee's total salary.
- 7.9 During the leave, the Continuing Employee shall not undertake alternative employment without the advance written approval of the Appointing Officer.
- 7.10 A Continuing Employee shall be required to sign a return to service agreement prior to going on leave with the return period not to exceed the period of the leave.
- 7.11 The Continuing Employee shall submit a report to the Appointing Officer and the Vice-President on the leave activities within two (2) months of returning from leave.

## **Article 8: Probationary Period**

- 8.1 All new Employees shall normally serve a probationary period of one year. The Appointing Officer shall keep the Employee apprised of progress during the probationary period
- 8.2 If the Employee previously completed a probationary period as a Bargaining Unit or excluded position employee at the University, the probationary period shall be waived
- 8.3 If the Employee is granted leave during the probationary period, the probationary period shall be extended by the duration of such leave.
- 8.4 The period of probation, if not waived, shall start on the date of commencement of appointment. Where an Employee is transferred, reclassified, or promoted before completing the probationary

period, the Appointing Officer, in consultation with the Associate Vice-President (Human Resources) may require that the Employee serve a full probationary period in the new position.

### **Termination During Probation**

- 8.5 During the probationary period, an Appointing Officer may terminate the probationary Employee's employment by giving one month's written notice of such termination. The effective date of the termination shall be one (1) month from the date of notice, but the assignment of responsibilities may cease as of the date of notice.

### **Article 9: Performance Review, Evaluation and Professional Development**

- 9.1 The performance of an Employee shall be evaluated at least annually for the period April 1<sup>st</sup> – March 31<sup>th</sup>.
- 9.2 Each Employee shall complete and submit an Annual Performance Report to their Immediate Supervisor. The Immediate Supervisor shall first review the Annual Performance Report, meet with the Employee to discuss the Annual Performance Report, and provide written commentary on the performance of the Employee. The Employee shall have an opportunity to provide commentary on the Annual Report and shall sign to acknowledge having received and read the document.
- 9.3 The Immediate Supervisor shall submit a summary of the performance review and the Increment recommendation for each Employee to their Dean or Vice-President, as applicable, for review and approval.
- 9.4 Once the Increment decisions are approved by the Dean/Vice-President, the Employee will be informed of the decision. The decision of the Dean/Vice-President is final and binding.
- 9.5 Increments are awarded for meritorious performance and are not in any way automatic nor based on years of service.
- 9.6 The following values of Increments may be awarded by the Dean/Vice-President:
- a) No increment (0.0);
  - b) A one-quarter increment (0.25), which is one-quarter of a single increment;
  - c) A one-half increment (0.5), which is one-half of a single increment;
  - d) A single increment (1.0);
  - e) A multiple increment, which may be one and one half, double, two and one-half, or triple a single increment;
  - f) In addition to the above, increments may be awarded in quarter increments ranging from 0.50 to 3.00 (i.e., 0.50, 0.75, 1.00, 1.25, 1.50, 1.75, 2.00, 2.25, 2.50, 2.75, 3.00).
  - g) An increment less than what would be recommended by the Appointing Officer but which brings the salary of an Employee to the salary ceiling of the present salary range for the position.
- 9.7 Approved Increments will be applied July 1.
- 9.8 Adjustments to the salary ranges shall be reviewed annually and any increase to the salary ranges are at the sole discretion of the Board.

### **Article 10: Resignation**

- 10.1 An Employee intending to resign shall submit a formal letter of resignation to their Immediate Supervisor with a minimum of two weeks notice before the effective date of resignation.
- 10.2 An Employee who resigns from the University shall receive, as of the effective date of the resignation, an amount in lieu of vacation time not taken, prorated based on 1/12 of their annual entitlement for each complete month of service during the current vacation year, plus any

remaining approved vacation carry-over from the previous year. The amount shall be based on the salary rate as of the effective date of the resignation.

**Article 11: Retirement**

- 11.1 For the purpose of this Handbook, the “normal date of retirement” shall be the June 30 coincident with, or following, the attainment of age 65.
- 11.2 For the purpose of this Handbook, “early retirement” is defined as a decision to terminate employment under the provisions of this Article, at any date following the attainment of age 55 but prior to the normal date of retirement.
- 11.3 An Employee shall, normally, provide three (3) months written notice of intent to retire.

**Phased Retirement Periods (Reduction in Hours)**

- 11.4 A Continuing Employee shall be entitled to either a phased pre-retirement period of employment OR a phased post-retirement period of employment, provided the appropriate notice periods are complied with and the Continuing Employee and the Immediate Supervisor have agreed in writing on the details regarding the responsibilities of the Continuing Employee during the phased retirement period of employment. Such responsibilities shall be evaluated and an appropriate level of pay determined

**Phased Pre-Retirement Period**

- 11.5 For the purposes of this Handbook, “phased pre-retirement period” is defined as a reduction in hours, immediately preceding a retirement date.
- 11.6 The Continuing Employee shall agree to retire immediately upon completion of the phased pre-retirement period. This retirement date shall be irrevocable.
- 11.7 One of the following two options shall apply to the phased pre-retirement period:

<b>Options</b>	<b>Phased Pre-Retirement Reduction in Hours</b>	<b>Maximum Period of Phased Pre-Retirement</b>	<b>Basis of Salary</b>	<b>Irrevocable Written Notice of Intent to Retire shall be received</b>
1	Leave without pay from 50% of full-time hours	2 years	50% of pay	Six months prior to the commencement of the phased pre-retirement period
2	Leave without pay from 66 and 2/3% of full-time hours	3 years	33 and 1/3% of pay	Six months prior to the commencement of the phased pre-retirement period

- 11.8 During the phased pre-retirement period, the Continuing Employee shall be eligible to participate in the Excluded Management and Professional Staff Benefits Program as outlined in Article 12.20 with the University continuing to pay the employer’s cost of such programs.

**Phased Post-Retirement Period**

- 11.9 For the purposes of this Handbook, “phased post-retirement period” is defined as a period of re-employment immediately following a retirement date.
- 11.10 One of the following two options shall apply to the phased post-retirement period:

Options	Phased Post-Retirement Reduction of Hours	Maximum Period of Phased Post-Retirement	Basis of Salary	Irrevocable Written Notice of Intent to Retire shall be received
1	50% of full-time hours	2 years	50% of pay	As much notice as possible (12 months highly recommended)
2	33 and 1/3% of full-time hours	3 years	33 and 1/3% of pay	

11.11 During the phased post-retirement leave period, the Continuing Employee shall be eligible to participate in the Excluded Management and Professional Staff Benefits Program as outlined in Article 12.19 with the University continuing to pay the employer's cost of such programs.

**Article 12: Salaries, Vacation and Benefits**

12.1 Salaries shall be paid in accordance with the University's regular payroll schedule and subject to amendment from time to time pursuant to Article 2.3.

**Universities Academic Pension Plan (UAPP)**

12.2 Each eligible Continuing Employee or Temporary Employee shall participate in the UAPP. The University and the Employee shall contribute to UAPP, the latter through payroll deduction, as required by the UAPP Sponsorship and Trust Agreement.

12.3 The level of benefits and contributory rates under the UAPP are determined in accordance with the UAPP Sponsorship and Trust Agreement.

**Vacation**

12.4 The vacation year is July 1 – June 30.

12.5 Each Continuing Employee and Temporary Employee shall be entitled to an annual paid vacation in accordance with the following table:

Continuous Service Completed	Days of Vacation
less than 15 years	25
15 years or more	30

12.6 An Employee who commences employment after July 1 will receive a pro-rated vacation entitlement based on 1/12 of their annual entitlement for each remaining complete month of service for that vacation year.

12.7 Part-time Continuing and Temporary Employees earn a prorated vacation entitlement based on the full-time equivalency.

12.8 An Employee's vacation schedule shall be subject to approval from the Immediate Supervisor.

12.9 Unused vacation time in excess of five (5) days shall not be carried forward from year to year without the advance written consent of the Dean/Vice-President. There will be no payout of accrued vacation unless approved by the Dean/Vice-President or upon resignation in accordance with Article 10.2.

12.10 In lieu of paid vacation days off, Casual Employees will receive vacation pay at the rate of 6% of base pay paid on each pay period.

12.11 No vacation time shall be earned during

- a) leave without pay;
- b) medical leave after 20 consecutive work days;
- c) disability leave; or
- d) a paid leave.

### **Excluded Management and Professional Staff Benefit Program**

- 12.12 Eligible Employees shall have benefit coverage, as defined in the Excluded Management and Professional Staff Benefits Program, including:
- a) A Disability Benefits Program, with the University paying the premium cost;
  - b) A Supplementary Health Care Benefits Program, with the University paying the premium cost;
  - c) A Group Life Insurance Program, with the University paying the premium costs on the basic coverage and additional optional insurance paid by the Employee through payroll deduction;
  - d) A Dental Care Benefits Program, with the University paying the premium cost;
  - e) A Professional Expense Program, whereby the University shall reimburse the Employee for certain professional expenses which are not otherwise reimbursed by the University and which relate to the Employee's responsibilities for the University;
  - f) A Health Spending Account;
  - g) A Tuition Remission Program, whereby the University shall remit the tuition fees of an Employee who, with the approval of the Immediate Supervisor, enrolls in credit courses at the University. Such remissions shall be limited to the equivalent value of four single term credit courses in Arts per year;
  - h) A Child-Care Benefit Program, whereby the University shall reimburse the Employee for 50% of eligible childcare expenses to a maximum annual amount per eligible child;
  - i) Eligible Employees shall participate in the Executive Defined Contribution Supplemental Retirement plan (EDCSR) and shall be provided with notional contributions on pensionable earnings in excess of the Universities Academic Pension Plan (UAPP) salary cap up to a maximum Supplementary Plan Salary Cap as established annually by the Board.

### **Eligibility**

- 12.13 Continuing Employees and Temporary Employees with an appointment length of eight (8) months or greater are eligible to participate in the Excluded Management and Professional Staff Benefits Program.
- 12.14 An Employee who has reached age 65 shall not be eligible for benefits under Article 12.12(a) (Disability) and shall be required to coordinate Supplementary Health Care and Dental Care benefits with benefits provided by governments.
- 12.15 Casual Employees and Temporary Employees with an appointment length of less than eight (8) months are not eligible to participate in the Excluded Management and Professional Staff Benefits Program.
- 12.16 A Continuing Employee or Temporary Employee on leave with full pay, Medical Leave, Childbirth Leave, Parental Leave, or Professional and Educational Leave shall remain eligible for full participation in the Excluded Management and Professional Staff Benefits Program.
- 12.17 A Continuing Employee or Temporary Employee granted leave without pay or with partial pay remains eligible to participate under the Excluded Management and Professional Staff Benefits Program provided that the Employee makes arrangements to pay all the benefit premiums in accordance with the benefit program. If the Employee participates in the Excluded Management and Professional Staff Benefits Program, the Employee must participate in the Disability Benefits Program and must pay the premiums of that program unless the Employee signs a waiver of benefits for any disability incurred during the leave.

- 12.18 A Continuing Employee or Temporary Employee who is on leave with partial pay shall be entitled to medical leave benefits at the percentage of pay provided while on leave. If disability benefits are granted under 12.12(a), and the Employee has complied with the requirement of Article 12.17, the disability leave plan shall apply based on nominal rates of pay.

### **PHASED RETIREMENT BENEFITS**

- 12.19 A Continuing Employee who decides to retire but continue to work on a phased post-retirement, part-time basis under the provisions of Article 11 is eligible to participate in Phased Post-Retirement Benefits during the reappointment period. The employer premium costs for such benefits will be paid by the University to the same extent that they are for active Employees. This cost sharing arrangement and/or the benefit plans may change from year to year at the discretion of the Board.

Phased Post-Retirement Benefits include:

- a) **Supplementary Health Care Insurance:** Health and hospital services, prescription drug expenses, vision care and other eligible medical expenses will continue to be covered by the Supplementary Health Care Plan. Coverage continues during the term of the post-retirement contract.
  - b) **Health Spending Account:** Annual January 1<sup>st</sup> allocation of \$750 paid by the University during the term of the post-retirement contract.
  - c) **Dental Insurance:** Coverage for 100% Basic, 75% Major Restorative and 75% Orthodontic continues during the term of the post-retirement contract.
  - d) **Employee Family Assistance Program:** Coverage for psychological counselling, nutritional, legal, and financial consultation, access to a personal trainer, e-learning courses, health and wellness resources, and work life services (e.g. cultural transition support, child and eldercare resources, etc.) continues during the term of the post-retirement contract.
  - e) **Business Travel Insurance:** Coverage of \$100,000 continues during the term of the post-retirement contract.
  - f) **Professional Expense Reimbursement:**
    - Re-appointment for two-years with a 50% workload: eligible for the full Professional Expense Reimbursement amount for each of two years;
    - Re-appointment for three years with a 33 and 1/3% workload: eligible for 66 and 2/3% of the annual full Professional Expense Reimbursement amount for each of three years.
  - g) **Tuition Remission:** Continuing Employees remain eligible for the Tuition Remission Program during the term of the post-retirement contract. Tuition fees shall be remitted for Continuing Employees who, with the approval of the Immediate Supervisor, enrol in credit courses at the University – to a maximum equivalent value of four single term credit courses in Arts per year.
- 12.20 A Continuing Employee who decides to opt for phased pre-retirement shall continue to participate, in full, in all benefit programs and pension with the exception of the Professional Expense Reimbursement. The Professional Expense Reimbursement during phased pre-retirement shall be:
- Appointment for two-years with a 50% workload: eligible for the full Professional Expense Reimbursement amount for each of two years;
  - Appointment for three years with a 33 and 1/3% workload: eligible for 66 and 2/3% of the annual full Professional Expense Reimbursement amount for each of three years.

### **Article 13: Death or Accident in Service**

- 13.1 In the event of the death of a Continuing or Temporary Employee, the University shall pay to the Continuing or Temporary Employee's estate a death benefit equivalent in value to the Continuing or Temporary Employee's salary for the month in which the Employee died plus one additional

month's salary at the same rate. Such payment shall be in full satisfaction and in lieu of all outstanding salary and vacation entitlement.

- 13.2 The University shall provide an insurance policy which shall pay to the estate of a deceased Continuing Employee or Temporary Employee or to the Continuing or Temporary Employee's identified beneficiary(ies) the total sum of \$100,000.00 for any accident, at work or when travelling for work purposes, resulting in death or which shall pay to the Continuing Employee or the Temporary Employee up to \$100,000.00 for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy.

#### **Article 14: Termination of Employment**

- 14.1 The employment of a Continuing Employee covered by this Handbook may be terminated by the Immediate Supervisor, in consultation with the Appointing Officer and the Associate Vice-President (Human Resources), subject to the following:
- a) For cause without notice or severance pay;
  - b) Without cause:
    - i. The Continuing Employee shall receive one months' notice, for each full year of employment by the University, to a maximum notice of three (3) months; and
    - ii. The Continuing Employee shall receive a severance payment of one month's salary for each full year of employment by the University, to a maximum payment of twelve (12) months' salary.
    - iii. The total of (i) and (ii) shall not exceed fifteen (15) months.
- 14.2 During the notice period, the Continuing Employee may be placed on paid leave with full pay and shall be required to use any accumulated vacation.
- 14.3 Severance shall normally be paid in a lump sum at the end of the notice period. A Continuing Employee may request an alternate payment which may be arranged subject to applicable tax regulations and approval of Human Resource Services.
- 14.4 The University shall provide reimbursement for placement and job transition assistance to the Continuing Employee at the University's expense to a maximum of five thousand (\$5,000.00) dollars.
- 14.5 The employment of a Casual Employee covered by this Handbook may be terminated subject to the following:
- a) For cause without notice or pay in lieu of notice;
  - b) Without cause:
    - i. The Casual Employee shall receive notice or pay in lieu of notice in accordance with the Employment Standards Code. Upon receiving such notice, pay in lieu of notice, or combination of both, the Casual Employee shall not be entitled to receive any further notice, pay in lieu of notice, severance, or compensation of any kind.
- 14.6 An Employee who absents themselves from their employment and who has not informed the Immediate Supervisor or Appointing Officer shall after three consecutive work days of such unauthorized absence be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances beyond their control prevented them from reporting to their place of work.

#### **Article 15: Medical Leave**

- 15.1 Medical leave includes leave for sickness, injury, short term disability, consultation with health care professionals and stays in hospitals or other institutions for prescribed medical care when such event prevents the Employee from performing their regular University responsibilities.

- 15.2 During approved medical leave, the Employee shall remain on full pay and benefits.
- 15.3 For medical leaves of greater than twenty (20) days, a medical certificate will be required. A medical certificate must include the expected duration of the illness and the prognosis of the recovery. The University may request that the University's disability plan manager/adjudicator contact the Employee's physician to inquire regarding the Employee's limitations and/or restrictions to determine whether the limitations and/or restrictions can be accommodated. The Employee shall authorize the release of information by the Employee's physician to the University's disability plan manager/adjudicator regarding the Employee's limitations and/or restrictions should the University's disability plan manager/adjudicator so request. In the absence of the production, within a reasonable time, of a medical certificate or the information regarding the Employee's limitations and/or restrictions, the University may suspend payment of pay and other benefits to the Employee pending satisfactory receipt of the medical certificate or information. The supervisor may require the Employee to provide a medical certificate to the University's disability plan manager/adjudicator prior to twenty (20) days.
- 15.4 During approved medical leave, the Employee shall provide, within a reasonable time, updated medical certificates and/or medical information upon reasonable request by the Immediate Supervisor or the University's disability plan manager/adjudicator, but at least prior to the expiration of the previous certificate, for as long as the Employee remains on medical leave. In the absence of a medical certificate and/or medical information, the University may suspend payment of pay and other benefits to the Employee pending satisfactory receipt of the medical certificate or medical information.
- 15.5 For part-time Employees, medical leave shall apply except that pay for absence due to illness or injury shall be prorated based on the Employee's full-time equivalency.
- 15.6 An Employee is eligible for medical leave under this Article for no longer than twenty-six (26) weeks in aggregate for each sickness or injury. A new medical leave period of twenty-six (26) weeks shall be deemed to be reinstated if there has been a period of at least twenty-six (26) consecutive weeks of service following a previously authorized medical leave.
- 15.7 If the medical leave is expected to exceed twenty-six (26) weeks, in aggregate, the Employee shall apply for long-term disability benefits. Entitlement to long-term disability benefits are outlined in the MAPS Disability Leave Plan, which is incorporated into this Handbook by reference. If the Employee's application is approved under the MAPS Disability Leave Plan, the Employee shall be placed on long-term disability leave and the terms and conditions of the MAPS Disability Leave Plan shall apply. If the application is not approved, the Employee shall return to regular responsibilities.
- 15.8 If there is doubt about the medical capability of the Employee to perform their regular University responsibilities, the Employee or the Immediate Supervisor may recommend to the Associate Vice-President (Human Resources) that the Employee be examined by a qualified physician. The Associate Vice-President (Human Resources), may require that the Employee be examined by a qualified physician selected by the Associate Vice-President (Human Resources).
- 15.9 Following examination of the Employee, the qualified physician shall submit a report to the University's disability plan manager/adjudicator on the medical condition, prognosis, limitations and restrictions of the Employee, including a statement as to whether or not the Employee is medically capable of performing their regular University responsibilities and, if not, an estimate of when the Employee would be able to resume those responsibilities. The University's disability plan manager/adjudicator shall provide a report to the Associate Vice President (Human Resources) outlining the prognosis, limitations and restrictions of the Employee.
- 15.10 If a medical examination is required under Article 15.8, the Employee shall authorize the release to the qualified physician of any medical records requested by the qualified physician. The Employee shall also authorize the qualified physician to release the medical report referred to in Article 15.9 to the University's disability plan manager/adjudicator. Failure to release the records and/or report may result in suspension of pay and benefits until such records are released.

- 15.11 Upon receipt of the report from the University disability plan manager/adjudicator (referred to in Article 15.9), the Associate Vice-President (Human Resources), in consultation with the University's disability plan manager/adjudicator, may recommend to the Vice-President that appropriate action be taken including, but not restricted to, the following:
- a) placing the Employee on medical leave;
  - b) requiring the Employee to continue on medical leave;
  - c) requiring the Employee to perform regular University responsibilities;
  - d) requiring the Employee to apply for long-term disability benefits;
  - e) requiring the Employee to participate in any treatment program prescribed by the qualified physician.
- 15.12 If an Employee receives approved medical leave and/or long-term disability benefits as a result of an act or omission of a third party, the University is automatically subrogated to all rights of recovery of the employee of the amount of pay and benefits paid or payable to the Employee, plus interest, against such third party. The following provisions shall apply:
- a) The Employee shall advise the University of any potential claim for loss of pay and benefits against the third party;
  - b) The Employee shall seek recovery of the total cost of pay and benefits paid or payable to the Employee while on medical leave or long-term disability in the event the Employee undertakes an action for recovery of damages against the third party;
  - c) The University shall have the right, but not the obligation, to maintain an action in the name of the Employee to recover the pay and benefits paid or payable to the Employee and the University may engage a solicitor for this purpose;
  - d) The Employee shall not settle the Employee's claim for pay and benefits paid or payable without prior written consent of the University;
  - e) The Employee shall not sign a Release of the Employee's claim for pay and benefits paid or payable without prior written consent of the University;
  - f) The Employee shall be obligated to reimburse the University to the extent that the Employee succeeds in recovering pay and benefits paid or payable to the Employee; and
  - g) In the event the Employee settles the Employee's claim for pay and benefits paid or payable without the consent of the University, in addition to any other remedies available to the University and notwithstanding any express terms of the settlement, the amount of the settlement shall be deemed to have been paid firstly with respect to any subrogated claim which the University may have and for which the Employee has received pay and benefits arising from the act or omission of the third party.

## **Article 16: Leaves**

### **CHILDBIRTH LEAVE**

#### **Length of Leave**

- 16.1 A female Employee shall be entitled to childbirth leave of up to sixteen (16) weeks in accordance with the provisions of this Article.

#### **Application**

- 16.2 A female Employee who intends to apply for childbirth leave shall inform their Immediate Supervisor in writing as soon as possible.
- 16.3 An Employee who applies for childbirth leave shall formally apply for Employment Insurance (EI) Maternity Benefits on or about the last day of active work and shall provide to the University the decision of EI and the terms thereof as soon as that decision has been reached.

- 16.4 If EI does not approve the application or should the Employee not provide the EI decision to the University, Top Up Benefits, as provided for in Article 16.5, will not be provided during the childbirth leave.

### **Top Up Benefits Payments**

- 16.5 The Top Up Benefits payments to an Employee who has been granted childbirth leave shall be as follows:
- a) If EI has determined that there shall be a one-week waiting period before EI Maternity Benefits begin, the Employee's Top Up payments during the one-week period shall be 95% of regular salary (less deductions) to be funded, in full, by the University's Top Up Benefits Plan. For the balance of the period of childbirth leave (up to fifteen (15) weeks), the Employee's remuneration shall consist of EI Maternity Benefits plus Top Up payments from the University with such payments to be sufficient to bring total remuneration to 95% of regular salary.
  - b) If EI has determined that there will not be a waiting period before EI Maternity Benefits begin, the Employee's benefits payments (up to sixteen (16) weeks) shall consist of EI Maternity Benefits plus Top Up payments from the University with such Top Up payments to be sufficient to bring total benefits to 95% of regular salary.
  - c) Full coverage under the Excluded Management and Professional Staff Benefits Program including premiums paid in accordance with the program.
  - d) Following the Top Up Benefit period, the Employee is eligible to continue benefit coverage if the Employee pays the total cost of premiums during the period they are on a leave without pay.
- 16.6 An Employee who is in receipt of EI Maternity Benefits shall provide documentary evidence to the University of their entitlement to such benefits. Such documentation shall be required to process the release of Top Up payments.

### **Co-ordination with Medical Leave**

- 16.7 Where a female Employee, whose physician certifies that, for medical reasons the Employee should be absent from University duties for more than the sixteen (16) weeks, such additional leave shall be considered as medical leave. Furthermore, if the Employee is eligible for additional EI Maternity Benefits, payments under the Top Up Benefits Plan shall continue until the expiry of EI Maternity Benefits. Such additional period shall be considered as medical leave, not childbirth leave.

## **PARENTAL LEAVE**

### **Eligibility and Length of Leave**

- 16.8 An Employee shall be eligible for parental leave in accordance with the Employment Standards Code.

### **Application**

- 16.9 An Employee who intends to apply for Parental Leave shall inform the Immediate Supervisor in writing as soon as possible.
- 16.10 An Employee who requests Parental Leave shall formally apply for EI Parental Benefits on or about the last day of active work and shall present to the University the decision of EI and the terms thereof as soon as that decision has been reached.
- 16.11 If EI does not approve the application, Parental Leave shall not be granted with Top Up Benefits as provided for in Article 16.12.

## Top Up Benefits Payments

- 16.12 The Top Up Benefits payments to a Employee who has been granted Parental Leave shall be as follows:
- a) If EI has determined that there will be a one-week waiting period before EI Parental Benefits begin, the Employee's Top Up payments during the one-week period shall be 95% of regular salary to be funded, in full, by the University's Top Up Benefits Plan. For the balance of the period of Parental Leave (up to nine (9) weeks), the Employee's Top Up payments shall consist of EI Parental Benefits plus Top Up payments from the University with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
  - b) If EI has determined that there will not be a waiting period before EI Parental Benefits begin, the Employee's benefits payments (up to ten (10) weeks) shall consist of EI Parental Benefits plus Top Up payments from the University with such payments to be sufficient to bring total benefits payments to 95% of regular salary.
  - c) Full coverage under the Excluded Management and Professional Staff Benefits Program including premiums paid in accordance with the Program shall continue during the the Top Up period.
  - d) Should an employee be granted parental leave longer than 10 weeks, the Employee is eligible to continue benefit coverage if the Employee pays the total cost of premiums during the period they are on a leave without pay.
- 16.13 An Employee who is in receipt of EI Parental Benefits shall provide documentary evidence to the University of entitlement to such benefits. Such documentation shall be required to process the release of Top Up payment.

## Conditions

- 16.14 An Employee who has been granted Parental Leave shall give a written acknowledgement to the the Appointing Officer either to return to the service of the University for six (6) months following such leave or, alternatively, to reimburse the University for all salary payments made to or on behalf of the Employee while on Parental Leave.

## Other Leaves

- 16.15 The Appointing Officer may grant leave with pay, partial pay, or without pay to an Employee for prescribed periods and purposes.
- 16.16 An Employee may apply for such leave to the Appointing Officer who shall:
- a) obtain and consider the recommendations of the Immediate Supervisor, and
  - b) determine whether or not to approve the application.

The decision of the Appointing Officer shall be final and binding. The conditions of any leave granted shall be in writing.

## Article 17: Paid Holidays

- 17.1 Full-time Continuing or Temporary Employees are entitled to one day's paid leave for each of the following holidays:

New Years' Day	Heritage Day (Civic Holiday)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	

- 17.2 Subject to operational requirements, Employees shall be entitled to take, as days off with pay, the winter closure that is provided to all University employees. An Employee required to work during this period shall be granted equivalent time off in lieu at a mutually-convenient time.
- 17.3 Part-time Continuing or Temporary Employees shall be entitled to take, as days off with pay, a prorated number of paid holidays.
- 17.4 Casual Employees shall be provided Paid Holidays in accordance with the Employment Standards Code.

#### **Article 18: Personal Leave Days**

- 18.1 The University recognizes that Employees may work outside of the standard number of hours in the work week. In recognition of any additional hours worked over the course of a year, and in addition to the greater flexibility in working conditions afforded to Employees relative to other staff groups, an Employee is eligible for five (5) personal leave days per year.
- 18.2 Personal leave days are based on the vacation year (July 1 to June 30).
- 18.3 Personal leave days are made available for the purposes of conducting personal business and meeting family responsibilities including attending appointments with family members and/or dependents. While the use of personal leave days is not restricted from being combined with vacation or long weekends, where applicable and appropriate, personal leave days are not intended for the purposes of extending time off from work.
- 18.4 Personal leave days cannot be carried forward to the next year, shall not be paid out, and shall be forfeited if not used in the vacation year defined in Article 18.2.

#### **Article 19: General Liability Insurance**

- 19.1 The University has in place a General Liability Insurance Policy to protect the University and Employees against certain risks to certain limits. Employees are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of an Employee, such Employee shall make their own insurance arrangements