



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

Effective November 15, 2019

Approved: August 29, 2019

TABLE OF CONTENTS

Employment Handbook	3
Article 1: Definitions	3
Article 2: Application	4
Article 3: Appointments	4
Article 4: Service, Hours of Work and Relocation	5
Article 5: Compliance with Policies and Procedures	6
Article 6: Evaluation of Positions	6
Article 7: Professional and Educational Leave	7
Article 8: Probationary Period	8
Article 9: Performance Review, Evaluation and Professional Development	8
Article 10: Resignation	10
Article 11: Retirement	10
Article 12: Salaries, Vacation and Benefits	11
Article 13: Death or Accident in Service	14
Article 14: Termination of Employment	15
Article 15: Medical Leave	16
Article 16: Leaves	20
Article 17: Paid Holidays	23
Article 18: Personal Leave Days	23
Article 19: General Liability Insurance	24

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 Vice-Provost & Associate Vice-President (Human Resources) and may require additional approval from a Vice-President.

Article 1: Definitions

- 1.1 Appointing Officer – means the most 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 16 hours per week or who has an appointment for a specific period of time less than eight months in length.
- 1.5 Continuing Employee – means an employee who is appointed to a position of 0.4 full-time equivalent or greater and the appointment 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 Management and Professional Staff (Excluded) 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 is appointed to a position of 0.4 full-time equivalent or greater and the appointment is for a specific period of time no less than eight months in length. All Temporary positions must be evaluated prior to recruiting.
- 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 (Appendix A) Definition and Categories of Academic Staff, Postdoctoral Fellows, Academic Colleagues and Excluded Academic Staff.
- 2.2 This Handbook does not apply to the following:
- a) The University's President;
 - b) The University's Vice-Presidents;
 - c) An Excluded 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: full-time Continuing Employee, part-time Continuing Employee, full-time Temporary Employee, part-time Temporary Employee or Casual Employee.
- 2.5 A Continuing Employee must be a minimum of 0.4 full-time equivalent.
- 2.6 A Temporary Employee appointment must be for a minimum of an eight month period and a 0.4 full-time equivalent.
- 2.7 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 ended before the end date in accordance with the terms of the Handbook. Should the Appointing Officer end the appointment before the end date specified in the appointment letter, the Temporary Employee will be provided notice and/or termination pay in accordance with the provisions for a Temporary Employee under Article 14.

Article 4: Service, Hours of Work and Relocation

- 4.1 A Continuing Employee's or Temporary Employee's continuous service date, for purposes of establishing an employment start date, is calculated from the most recent date of hire by the University. For example, if a Continuing Employee or Temporary Employee resigns, or retires, or is terminated and is then later re-hired, service is determined starting on the date of re-hire.
- 4.2 A Continuing Employee or Temporary 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.
- 4.3 The standard work week shall be 40 hours. The schedule of work shall be determined by the Appointing Officer or Immediate Supervisor.
- 4.4 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected or periodic 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

- 4.5 At the discretion of the Appointing Officer, a Continuing 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.
- 4.6 A Continuing 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 completed 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 Continuing Employee or Temporary Employee 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 Continuing Employee or Temporary Employee upon request with reasonable notice.

Position Evaluation Process

- 6.3 The position shall be evaluated upon:
- a) the request of the incumbent Employee;
 - b) the request of the Immediate Supervisor; or
 - c) 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 Continuing Employee 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 Temporary Employee position results in a decrease in Evaluation Points, the salary range shall remain at the pre-evaluation level until the current incumbent's scheduled appointment end date. If the incumbent receives a new appointment to that position, the salary range for the evaluated position will take effect.
- 6.7 If the evaluation of a Continuing Employee or Temporary Employee position results in an increase in Evaluation Points, the new evaluation and salary range shall apply to the incumbent. 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.
- 6.8 If the present salary of the incumbent, who is affected by Article 6.7, is below the minimum salary of the revised salary range, the salary of the incumbent 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.

- 6.9 If the present salary of the incumbent Employee who is affected by Article 6.7 is within the revised salary range, the Appointing Officer may approve an increase in salary of up to the equivalent of one full Increment on the new scale.
- 6.10 Prior to recruiting to a Casual Employee position, the Immediate Supervisor will review the duties with Human Resource Services to determine an appropriate salary range for the position.

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 Continuing 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 up to 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 Management and Professional Staff (Excluded) 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 Continuing Employees shall normally serve a probationary period of one year. The Appointing Officer shall keep the Continuing Employee apprised of progress during the probationary period.
- 8.2 If the Continuing Employee previously completed a probationary period in a Bargaining Unit or excluded position at the University, and has not had a break in service, the probationary period shall be waived.
- 8.3 If the Continuing 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 a Continuing Employee is transferred, reclassified, or promoted before completing the probationary period, the Appointing Officer, in consultation with the Vice-Provost & Associate Vice-President (Human Resources) may require that the Continuing Employee serve a full probationary period in the new position.

Termination During Probation

- 8.5 During the probationary period, the Immediate Supervisor in consultation with the Appointing Officer may terminate the Continuing 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 a Continuing Employee and a Temporary Employee shall be evaluated at least annually for the performance period April 1 –March 31.
- 9.2 Each Continuing Employee or Temporary 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 Continuing Employee or Temporary Employee to discuss the Annual Performance Report, and provide written commentary on the performance of the Continuing Employee or Temporary Employee. The Continuing Employee or Temporary Employee shall have an opportunity to provide commentary on the Annual Performance Report and shall sign to acknowledge having received and read the document.

- 9.3 The following values of Increments may be awarded by the Appointing Officer:
- a) No increment (0.0);
 - b) A one-half increment (0.5), which is one-half of a single increment;
 - c) A three quarter increment (0.75);
 - d) A single increment (1.0);
 - e) In addition to d) above, increments may be awarded in quarter increments to a maximum of 3.00 total increments;
 - f) An increment less than what would otherwise be recommended by the Appointing Officer but which brings the salary of a Continuing Employee or Temporary Employee to the salary ceiling of the present salary range for the position.
- 9.4 The Immediate Supervisor shall submit an Increment recommendation for each Continuing Employee or Temporary Employee to their Appointing Officer, as applicable, for review and approval.
- 9.5 Once an Increment decision is approved by the Appointing Officer, the Continuing Employee or Temporary Employee will be informed of the decision. The decision of the Appointing Officer is final and binding.
- 9.6 Increments are awarded for meritorious performance and are not in any way automatic nor based on years of service.
- 9.7 Approved Increments will be applied July 1.
- 9.8 A Continuing Employee or Temporary Employee whose appointment to the University takes effect in the period April 1 to July 1 of the performance period is eligible to receive a full increment on the next following July 1. A Continuing Employee or Temporary Employee whose appointment to the University takes effect in July 2 to December 31 of the performance period is eligible to receive a prorated increment on the following July 1, the portion of the full increment based on the number of months they will have served by March 31. A Continuing Employee or Temporary Employee whose appointment to the University takes effect in the period January 1 to March 31 of the performance period will not normally be eligible to receive an increment on the following July 1.
- 9.9 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 apply for 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.
- 11.5 A Continuing Employee on a phased pre-retirement period of employment shall remain a Continuing Employee and subject to the terms and conditions in this Handbook for a Continuing Employee.
- 11.6 A Continuing Employee on a phased post-retirement period of employment will be re-appointed as a Temporary Employee during the phased post retirement period and will be subject to the terms and conditions in this Handbook for a Temporary Employee.

Phased Pre-Retirement Period

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

- 11.9 An employee will normally apply six months prior to the commencement of the phased pre-retirement period. The following shall apply to an approved phased pre-retirement period:
- a) The employee shall provide an irrevocable written notice of intent to retire;
 - b) The requested reduction in hours will be either 40% or 50% of full-time hours and pay; and
 - c) The maximum period of phased pre-retirement will not exceed 2 years.
- 11.10 During the phased pre-retirement period, the Continuing Employee shall be eligible to participate in the Management and Professional Staff (Excluded) 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

- 11.11 For the purposes of this Handbook, "phased post-retirement period" is defined as a period of re-employment immediately following a retirement date.
- 11.12 An employee will normally apply for the post-retirement period within 12 months of retirement. The following shall apply to an approved phased post-retirement period:
- a) The requested reduction in hours will be either 40%, 50% or 60% of full-time hours and pay; and
 - b) The maximum period of the phased post-retirement period will not exceed 3 years.
- 11.13 During the phased post-retirement leave period, the Temporary Employee shall be eligible to participate in the Management and Professional Staff (Excluded) Benefits Program as outlined in Article 12.21 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 eligible Continuing Employee or Temporary 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 Full-time Continuing Employees and full-time Temporary Employees 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 Continuing Employees and Temporary Employees who commence 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 Employees and part-time Temporary Employees earn a prorated vacation entitlement of a full-time Employee based on their full-time equivalency appointment.
- 12.8 Continuing Employees and Temporary Employees shall continue to accrue vacation entitlement during the period they are in receipt of Top Up Benefits Payment under Article 16.5.
- 12.9 Continuing Employees and Temporary Employees vacation schedules shall be subject to approval from the Immediate Supervisor.
- 12.10 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.
- 12.11 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.
- 12.12 Vacation is earned while on paid leave, with the vacation earned proportional to the length of the leave.
- 12.13 No vacation shall be earned during:
- a) leave without pay
 - b) disability leave; or
 - c) that portion of partial leave for which no salary is paid.

Management and Professional Staff (Excluded) Benefits Program

- 12.14 Subject to Articles 12.16 – 12.21, eligible Continuing Employees and Temporary Employees are entitled to participate in the Management and Professional Staff (Excluded) Benefits Program. The overview for the Management and Professional Staff (Excluded) Benefits Program can be viewed here - [MAPS Benefit Program](#)

12.15 Insured benefit programs are determined by the University and subject to the contracts between the University and the carriers, and self-insured programs are subject to the University's plan documents.

Eligibility

12.16 Continuing Employees and Temporary Employees are eligible to participate in the Management and Professional Staff (Excluded) Benefits Program.

12.17 Continuing Employees and Temporary Employees who have reached age 65 shall not be eligible for Long Term Disability and shall be required to coordinate Supplemental Health Care and Dental Care benefits with benefits provided by governments.

12.18 Casual Employees are not eligible to participate in the Management and Professional Staff (Excluded) Benefits Program.

12.19 Continuing Employees and Temporary Employees on leave with full pay for Medical Leave, Maternity Leave, Parental Leave, or Professional and Educational Leave shall remain eligible for full participation in the Management and Professional Staff (Excluded) Benefits Program.

12.20 Continuing Employees and Temporary Employees granted leave without pay or with partial pay remain eligible to participate under the Management and Professional Staff (Excluded) Benefits Program provided the Continuing Employees and Temporary Employees arrange to pay all the benefit premiums in accordance with the benefit program. If Continuing Employees or Temporary Employees participate in the Management and Professional Staff (Excluded) Benefits Program, the Employees must participate in the Disability Benefits Program and must pay the premiums of that program unless the Continuing Employees or Temporary Employees sign waivers of benefits for any disability incurred during the leave.

12.21 Continuing Employees and Temporary Employees who are 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 12.13(a), and Continuing Employees or Temporary Employees have complied with the requirement of Article 12.18, the disability leave plan shall apply based on nominal rates of pay.

PHASED RETIREMENT BENEFITS

12.22 Continuing Employees who decide to retire but continue to work on an approved phased post-retirement under the provisions of Article 11 are 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 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
- g) Tuition Remission: An employee remains eligible for the Tuition Remission Program during the term of the post-retirement contract. Tuition fees shall be remitted for an employee who, with the approval of the Immediate Supervisor, enroll in credit courses at the University – to a maximum equivalent value of four single term credit courses in Arts per year.

12.23 Insured benefit programs are subject to the contract between the University, and the carriers, and the self-insured programs are subject to the University's plan documents.

Article 13: Death or Accident in Service

- 13.1 In the event of the death of a Continuing Employee or Temporary Employee, the University shall pay to the Continuing Employee's or Temporary Employee's estate a death benefit equivalent in value to the Continuing Employee's or Temporary Employee's salary for the month in which the Continuing Employee or Temporary 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 Employee's 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 Vice-Provost & Associate Vice-President (Human Resources), subject to the following:
- a) For cause without notice or termination pay;
 - b) Without cause:
 - i. The Continuing Employee shall receive one months' notice, for each full year of employment by the University, with a minimum of one month (1) to a maximum notice of three (3) months; and
 - ii. The Continuing Employee shall receive termination pay 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.
 - iv. Upon receiving such notice, pay in lieu of notice, termination pay or a combination thereof, the Continuing Employee shall not be entitled to receive any further notice, pay in lieu of notice, termination pay, or compensation of any kind.
- 14.2 The employment of a Temporary Employee covered by this Handbook may be terminated by the Immediate Supervisor, in consultation with the Appointing Officer and the Vice-Provost & Associate Vice-President (Human Resources), prior to the Temporary Employee's scheduled end date subject to the following:
- a) For cause without notice or pay in lieu of notice.
 - b) Without cause,
 - i. The Temporary Employee shall receive one months' notice; and
 - ii. The Temporary Employee shall receive termination pay of one month's salary for each full year of employment by the University, to a maximum payment of six (6) months' salary.
 - iii. The total of (i) and (ii) shall not exceed seven (7) months.
 - iv. Upon receiving such notice, pay in lieu of notice, termination pay or a combination thereof, the Temporary Employee shall not be entitled to receive any further notice, pay in lieu of notice, termination pay, or compensation of any kind.
- 14.3 Termination pay shall normally be paid in a lump sum at the end of the notice period. A Continuing Employee or Temporary Employee may request an alternate payment which may be arranged subject to applicable tax regulations and approval of Human Resource Services.

- 14.4 When requested by the Continuing Employee, the University shall provide reimbursement (upon the receipt of) for placement and job transition assistance to the Continuing Employee at the University's expense in an amount not exceeding five thousand (\$5,000.00) dollars (including GST).
- 14.5 The calculation for termination payment shall be based on complete years of service, prorated for partial years of service based on completed months.
- 14.6 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 a combination of both, the Casual Employee shall not be entitled to receive any further notice, pay in lieu of notice, termination pay, or compensation of any kind.
- 14.7 An Employee who is absent 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 provisions apply to Continuing Employees and Temporary Employees. Casual Employees are not eligible for Medical Leave.
- 15.2 Medical leave includes leave for sickness, non-occupational 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 Continuing Employee or Temporary Employee from performing their regular University responsibilities.
- 15.3 A Medical Certificate is issued by a physician and must include the expected duration of the illness and the prognosis of the recovery.
- 15.4 Employer's Medical Certificate is a form provided to the employee for their physician to complete.
- 15.5 During approved medical leave, the Continuing Employee or Temporary Employee shall remain on full pay and benefits.
- 15.6 Medical leaves of fewer than twenty (20) consecutive work days are a departmental/unit matter. The Continuing Employee or Temporary Employee shall inform their Immediate Supervisor of the estimated duration of the leave. The Immediate Supervisor may

request that the employee obtain a Medical Certificate to be provided to the University's disability management provider.

- 15.7 For medical leaves of greater than twenty (20) consecutive work days, a Medical Certificate completed by a physician will be required. The University may request that the University's disability management provider contact the Continuing Employee's or Temporary Employee's physician to complete the Employer's Medical Certificate and further inquire regarding the Continuing Employee's or Temporary Employee's limitations and/or restrictions to determine whether temporary modified duties or accommodation is required. The Continuing Employee or Temporary Employee shall authorize the release of information by their physician to the University's disability management provider regarding the Continuing Employee's or Temporary Employee's limitations and/or restrictions should the University's disability management provider so request.
- 15.8 In the absence of providing a Medical Certificate from a physician or receipt of the Employer's Medical Certificate, within a reasonable time, the University may suspend pay and other benefits to the Continuing Employee or Temporary Employee pending satisfactory receipt of the Medical Certificate or Employer's Medical Certificate.
- 15.9 During approved medical leave, the Continuing Employee or Temporary Employee shall provide, within a reasonable time, updated Medical Certificates from a physician and/or medical information upon reasonable request by the University's disability management provider, but at least prior to the expiration of the previous medical certificate, for as long as the Continuing Employee or Temporary Employee remains on medical leave. As the illness progresses, continued objective medical information is required. In the absence of objective medical information, the University may suspend pay and other benefits to the Continuing Employee or Temporary Employee pending satisfactory receipt of objective medical information.
- 15.10 A Continuing Employee or Temporary Employee on an approved medical leave is required to cooperate and participate in the development and implementation of a suitable rehabilitation program designed to assist in their recovery and return to work. The program will be reviewed with the treating physician and will be based on best practices for recovery from the medical condition(s). The employer is committed to supporting the Continuing Employee or Temporary Employee with suitable modified duties and hours in order to effect an early and sustainable return to work.
- 15.11 For part-time Continuing Employees and part-time Temporary Employees, medical leave shall apply except that pay for absence due to illness or non-occupational injury shall be prorated based on the Continuing Employee's or Temporary Employee's full-time equivalency.
- 15.12 Continuing Employees and Temporary Employees are eligible for medical leave under this Article for no longer than twenty-six (26) weeks in aggregate for each sickness or non-occupational 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.
- 15.13 If the medical leave is expected to exceed twenty-six (26) weeks, in aggregate, the Continuing Employee or Temporary Employee shall apply for long-term disability

benefits. Entitlement to long-term disability benefits is outlined in the MAPS Disability Leave Plan, which is incorporated into this Handbook by reference. If the Continuing Employee's or Temporary Employee's application is approved under the MAPS Disability Leave Plan, the Continuing Employee or Temporary 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 Continuing Employee or Temporary Employee shall return to regular responsibilities.

- 15.14 If there is doubt about the medical capability of the Continuing Employee or Temporary Employee to perform their regular University responsibilities, the Continuing Employee or Temporary Employee or the Immediate Supervisor may recommend to the Vice-Provost & Associate Vice-President (Human Resources) that the Continuing Employee or Temporary Employee be examined by a qualified physician. The Vice-Provost & Associate Vice-President (Human Resources) may require that Continuing Employee or Temporary Employee be examined by a qualified physician selected through the University's disability management provider.
- 15.15 Following examination of the Continuing Employee or Temporary Employee, the qualified physician shall submit a report to the University's disability management provider on the Continuing Employee's or Temporary Employee's medical condition, prognosis, limitations and restrictions of the Continuing Employee or Temporary Employee, treatment and rehabilitation recommendations, including a statement as to whether or not the Continuing Employee or Temporary Employee is medically capable of performing their regular University responsibilities and, if not, an estimate of when the Continuing Employee or Temporary Employee would be able to resume those responsibilities. The University's disability management provider shall provide a report to the Vice-Provost & Associate Vice-President (Human Resources) outlining the prognosis, limitations and restrictions, treatment recommendations of the Continuing Employee or Temporary Employee.
- 15.16 If a medical examination is required under Article 15.14, the Continuing Employee or Temporary Employee shall authorize the release to the qualified physician of any medical records or case information deemed relevant by the University's disability management provider or additional medical information requested by the qualified physician. The Continuing Employee or Temporary Employee shall also authorize the qualified physician to release the medical report referred to in Article 15.15 to the University's disability management provider. Failure to release the records and/or report may result in suspension of pay and benefits until such records are released.
- 15.17 Upon receipt of the report from the University disability management provider (referred to in Article 15.15), the Vice-Provost & Associate Vice-President (Human Resources), in consultation with the University's disability management provider, may recommend to the Vice-President that appropriate action be taken including, but not restricted to, the following:
 - a) placing the Continuing Employee or Temporary Employee on medical leave;
 - b) requiring the Continuing Employee or Temporary Employee to continue on medical leave;

- c) requiring the Continuing Employee or Temporary Employee to perform regular University responsibilities;
- d) requiring the Continuing Employee or Temporary Employee to apply for long-term disability benefits;
- e) requiring the Continuing Employee or Temporary Employee to participate in any treatment program prescribed by the qualified physician.

15.18 If a Continuing Employee or Temporary 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 Continuing Employee or Temporary Employee of the amount of pay and benefits paid or payable to the Continuing Employee or Temporary Employee, plus interest, against such third party. The following provisions shall apply:

- a) The Continuing Employee or Temporary Employee shall advise the University of any potential claim for loss of pay and benefits against the third party;
- b) Continuing Employee or Temporary Employee shall seek recovery of the total cost of pay and benefits paid or payable to the Continuing Employee or Temporary Employee while on medical leave or long-term disability in the event the Continuing Employee or Temporary 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 Continuing Employee or Temporary Employee to recover the pay and benefits paid or payable to the Continuing Employee or Temporary Employee and the University may engage a solicitor for this purpose;
- d) The Continuing Employee or Temporary Employee shall not settle the Continuing Employee's or Temporary Employee's claim for pay and benefits paid or payable without prior written consent of the University;
- e) The Continuing Employee or Temporary Employee shall not sign a Release of the Continuing Employee's or Temporary Employee's claim for pay and benefits paid or payable without prior written consent of the University;
- f) The Continuing Employee or Temporary Employee shall be obligated to reimburse the University to the extent that the Continuing Employee or Temporary Employee succeeds in recovering pay and benefits paid or payable to the Continuing Employee or Temporary Employee; and
- g) In the event the Continuing Employee or Temporary Employee settles the Continuing Employee's or Temporary 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 Continuing

Employee or Temporary Employee has received pay and benefits arising from the act or omission of the third party.

Article 16: Leaves

MATERNITY LEAVE

Length of Leave

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

Application

16.2 An Employee who intends to apply for maternity leave shall inform their Immediate Supervisor in writing as soon as possible.

16.3 A Continuing Employee or Temporary Employee who applies for maternity 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 Continuing Employee or Temporary Employee not provide the EI decision to the University, Top Up Benefits, as provided for in Article 16.6, will not be provided during the maternity leave.

Top Up Benefits Payments

16.5 The Top Up Benefits payments to a Continuing Employee or Temporary Employee who has been granted maternity 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 Continuing or Temporary Employee's Top Up Benefits payments during the one-week period shall be 95% of regular salary (less deductions). For the balance of the period of maternity leave (up to fourteen (14) weeks), the Continuing Employee's or Temporary Employee's remuneration shall consist of standard EI Maternity Benefits plus Top Up Benefits 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 Continuing Employee's or Temporary Employee's payments up to fifteen (15) weeks shall consist of EI Maternity Benefits plus Top Up Benefits payments from the University with such Top Up Benefits payments to be sufficient to bring total payments to 95% of regular salary.
- c) Full coverage under the Management and Professional Staff (Excluded) Benefits Program including premiums paid in accordance with the program will continue during the Top Up Benefit period.

- d) Following the Top Up Benefit period, the Continuing Employee or Temporary Employee is eligible to continue benefit coverage if the Continuing Employee or Temporary Employee pays the total cost of premiums during the period they are on a leave without pay.
- 16.6 A Continuing Employee or Temporary 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 Benefits payments.
- 16.7 A Casual Employee is not entitled to Top Up Benefits Payments under Article 16.5.

Co-ordination with Medical Leave

- 16.8 Where a pregnant Continuing or Temporary Employee whose physician certifies that for medical reasons the Continuing Employee or Temporary Employee should be absent from University duties for more than the fifteen (15) weeks, such additional leave shall be considered as medical leave. Furthermore, if the Continuing Employee or Temporary 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 maternity leave.

PARENTAL LEAVE

Eligibility and Length of Leave

- 16.9 Continuing Employees and Temporary Employees are eligible for Parental Leave as described in Articles 16.10 – 16.15. A Casual Employee shall be eligible for parental leave in accordance with the Employment Standards Code.

Application

- 16.10 An Employee who intends to apply for Parental Leave shall inform the Immediate Supervisor in writing as soon as possible. A Casual Employee is not entitled for Top Up Benefits Payments under 16.13.
- 16.11 A Continuing Employee or Temporary 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.
- 16.12 If EI does not approve the application, Parental Leave shall not be granted with Top Up Benefits as provided for in Article 16.13.

Top Up Benefits Payments

- 16.13 The Top Up Benefits payments to a Continuing Employee or Temporary 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 Continuing Employee's or Temporary Employee's Top Up Benefits 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 Continuing Employee's or Temporary Employee's Top Up Benefits payments shall consist of weekly standard EI Parental Benefits plus Top Up Benefits payments from the University with such payments to be sufficient to bring total benefits payments to 95% of regular salary. In no case shall the sum of the standard EI Parental Benefits payment and the payment from the Top Up Benefits exceed 95% of regular salary.

- b) If EI has determined that there will not be a waiting period before EI Parental Benefits begin, the Continuing Employee's or Temporary Employee's payments (up to ten (10) weeks) shall consist of weekly standard EI Parental Benefits plus Top Up Benefits payments from the University with such payments to be sufficient to bring total payments to 95% of regular salary. In no case shall the sum of the standard EI Parental Benefits payment and the payment from the Top Up Benefits exceed 95% of regular salary.
- c) Full coverage under the Management and Professional Staff (Excluded) Benefits Program including premiums paid in accordance with the Program shall continue during the Top Up Benefit period.
- d) Should a Continuing Employee or Temporary Employee be granted parental leave longer than 10 weeks, the Continuing Employee or Temporary Employee is eligible to continue benefit coverage if the Continuing Employee or Temporary Employee pays the total cost of premiums during the period they are on a leave without pay.

16.14 A Continuing Employee or Temporary 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

16.15 A Continuing Employee or Temporary Employee who has been granted Parental Leave shall give a written acknowledgement to the Appointing Officer, at least four weeks prior to their scheduled return, 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 Continuing Employee or Temporary Employee while on Parental Leave.

Other Leaves

16.16 The Appointing Officer may grant leave with pay, partial pay, or without pay to a Continuing Employee or Temporary Employee for prescribed periods and purposes.

16.17 A Continuing Employee or Temporary 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.

- 16.18 Notwithstanding clause 16.16, an Employee is entitled to unpaid leaves in accordance with the Employment Standards Code.

Article 17: Paid Holidays

- 17.1 Full-time Continuing Employees and full-time Temporary Employees are entitled to paid leave on 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, Continuing Employees and Temporary Employees shall be entitled to take, as days off with pay, the winter closure that is provided to all University employees. Continuing Employees or Temporary Employees required to work during this period shall be granted equivalent time off in lieu at a mutually convenient time.
- 17.3 Part-time Continuing Employees and part-time Temporary Employees shall be entitled to paid leave for each Paid Holiday listed Article 17.1 when that Paid Holiday falls on the employee's regularly scheduled shift. Paid Holidays that do not fall on a regularly scheduled shift shall be paid in accordance with the Employment Standards Code.
- 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 Continuing Employees and Temporary 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 Continuing Employees and Temporary Employees relative to other staff groups, a full time Continuing Employee and a full-time Temporary Employee is eligible for five (5) personal leave days per year. Personal Days will be pro-rated for part-time Continuing Employees and part-time Temporary Employees.
- 18.2 Personal leave days are based on the vacation year (July 1 to June 30).
- 18.3 Personal leave days are intended to be flexible for the purposes of conducting personal business and/or meeting family responsibilities.

- 18.4 Personal leave days may not 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.