



## Terms and Conditions of Employment

For

Postdoctoral Fellows

Approved by the Human Resources Committee of the Board of Governors

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## 1. Definitions

Board	Board of Governors of Mount Royal University
Day	A working day of seven hours or the pro-rated equivalent.
Employee	An individual holding a Postdoctoral Fellow (PDF) appointment.
Immediate Family	A PDF's spouse and their respective parents, step-parents, guardians, in loco parentis, grandparents, grandchildren, children, step-children, foster-children, siblings, and step-siblings.
Postdoctoral Fellow (PDF)	An individual holding a Postdoctoral Fellow (PDF) appointment.
Senior Administrator Responsible for Research and Scholarship	The Associate Vice-President or Vice-President responsible for overseeing the research and scholarship program at Mount Royal University.
Spouse	The person to whom the PDF is legally married, or a partner who has cohabited with the PDF for a minimum of twelve (12) consecutive months and who has been publicly represented as the PDF's spouse throughout this period.
Supervisor	MRU faculty member overseeing the research activities of the PDF
University	Mount Royal University.

## 2. Preamble

Postdoctoral Fellows (PDFs) are valued members of the University community and make an important contribution to learning and research. The primary goals of PDFs are to strengthen their publication records and broaden their research expertise, thus enhancing their employment and research opportunities. The terms and conditions described in this document shall be coordinated with guidelines of any research funding source associated with the PDF appointment.

## 3. Commencing the Employment Relationship

### 3.1. Eligibility for Appointment

An individual must meet the following criteria in order to be eligible to hold a PDF appointment:

- Completed a doctoral degree, normally within five (5) to seven (7) years of the appointment date;
- Is qualified to undertake the research in which they will be participating, as determined by the Supervisor; and
- Meets any requirements of the research funding source.

### 3.2. Appointment Types

All PDF appointments are for a limited-term of at least three (3) months and up to two (2) years. An appointment will automatically cease at the end of the term of appointment, unless renewed or extended.

#### **Salaried Appointment:**

- i. An appointment for a specified term, on a fixed schedule.

#### **Hourly Appointment:**

- i. An appointment for a specified term, on a variable schedule.

### 3.3. Hours of Work

The normal work week for PDF's will consist of five (5) consecutive days and will normally include two (2) consecutive days off.

The normal hours of work shall be:

- Thirty-five (35) hours per week, seven (7) working hours per day scheduled.

Should you work beyond these hours, overtime will apply.

### 3.4. Overtime

All PDF's must receive their manager's approval before working overtime.

Hours of work up to eight (8) hours per day will be compensated at straight time. Should the PDF be required to work beyond eight (8) hours per day or over forty four (44) hours per week (whichever is greater), their overtime will be compensated at the overtime rate of one and one half (1 ½) their regular rate.

### 3.5. Probationary Period

The probationary period for PDF appointments is six (6) months. A Supervisor may terminate the

employment of a PDF in their probationary period due to unsatisfactory performance.

### **3.6. Recruitment Procedure**

In consultation with Human Resources, the Supervisor is accountable for the recruitment of the PDF. Employment opportunities may be posted on the Human Resources website. Once an eligible candidate has been selected by the Supervisor, an offer of employment will be issued by Human Resources.

## **4. Salary**

### **4.1. Rates**

Employees shall be paid a minimum hourly rate of \$22.25 to a maximum of \$50.00. Should the hourly rate be over the maximum, the supervisor will provide the AVP, Research, Scholarship and Community Engagement with a rationale for approval.

### **4.2. Salary Administration**

Subject to approval of the Board, PDFs may receive a salary increase on July 1.

### **4.3. Payment of Salary**

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

## **5. Employee Conduct and Performance**

### **5.1. Conduct**

PDF's are held to the highest standard of conduct and are expected to model and adhere to the policies and procedures of University applicable to their roles, as amended from time to time, as well as other reasonable standards of conduct in the workplace, in particular the Code of Conduct policy.

### **5.2. Misconduct and Discipline**

When PDF's do not conduct themselves in accordance with the policies and procedures of the University or reasonable standards of conduct in the workplace, in particular the Code of Conduct policy and the Integrity in Research and Scholarship policy, the PDF may be subject to discipline, up to and including termination.

### **5.3. Performance Management**

A PDF is expected to contribute diligently toward the achievement of the University's goals and objectives in the performance of their duties.

A Supervisor is expected to evaluate a PDF on the completion of the following periods:

- 3 months after the PDF's hire date
- 6 months after the PDF's hire date
- 12 months after the PDF's hire date

A Supervisor is expected to provide a written evaluation to a PDF, based upon the PDF's performance over the prescribed period. Goals, objectives and contributions for a specified time frame shall also be set at this time.

If a Supervisor deems a PDF's performance to be unsatisfactory, a Supervisor will create a performance plan, in consultation with the PDF that describes goals and strategies for the PDF to follow in order to achieve successful outcomes. The performance plan shall be communicated to the PDF in person and in writing, with a copy to the Senior Administrator Responsible for Research and Scholarship.

#### 5.4. Mentorship and Participation in Research Group

Mentorship of a PDF by their Supervisor is an integral part of the PDF experience both in terms of research training and in preparing a PDF for future career opportunities. The relationship between a PDF and their Supervisor involves frequent, clear and open communication.

PDF's are encouraged to participate in their research group and attend relevant departmental activities such as seminars and workshops and be given the opportunity to attend research meetings at which their research work may be presented.

#### 5.5. Teaching Opportunities

PDFs may be provided with the opportunity to teach credit courses, subject to the applicable terms and conditions in the Collective Agreement between the Mount Royal Faculty Association and the Board of Governors of Mount Royal University. A PDF who wishes to teach credit courses must formalize their proposed teaching schedule with their Supervisor in advance of the commencement of duties associated with a teaching contract. Any duties associated with teaching are in addition to those of the PDF appointment. Teaching shall not interfere with the PDF's successful performance of postdoctoral duties. A PDF is not eligible for overtime pay when performing teaching duties, as academic staff appointments are excluded from the Employment Standards Code.

## 6. Diversity and Inclusion

PDF's shall not discriminate against or harass employees with respect to employment on the grounds of race, religious or political beliefs, colour, gender, gender identity, sexual orientation, physical or mental disability, age, ancestry, place of origin, marital status, source of income and family status.

## 7. Occupational Health and Safety

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

Where the nature of the work or working conditions so require, a PDF shall be supplied, at the University's expense, with all necessary tools, protective clothing, safety footwear, safety equipment, and other protective devices, which shall be maintained and replaced, where necessary, at the University's expense. Items other than the standard supplied clothing and equipment may be considered for compensation by the Supervisor provided a medical condition exists and it is supported by a medical assessment and an internal review of the particular circumstances is completed by the University. Depending on the clothing and / or equipment requested, costs above the amount set by the Supervisor may be the responsibility of the PDF.

No PDF shall be disciplined or discharged for refusal to work or to operate any equipment where he/she believes that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable federal,

provincial and municipal legislation or regulations. Where in such circumstances, the PDF shall not suffer a loss of pay provided that the PDF's decision is for reasons supported by the *Occupation Health and Safety Act of Alberta*.

If a PDF sustains an injury in the course of their duties and is eligible for Workers' Compensation, the PDF shall continue to be paid at full salary with no reduction in the PDF's sick leave entitlement. If a PDF is not eligible for Worker's Compensation, but is unable to work due to injury or illness the PDF shall have access to Sick Leave.

Any and all work related accidents and/or injuries require completion of a campus accident report through Environmental Health and Safety (EH&S). If a PDF seeks medical attention, misses time from work or requires modified duties due to a work related accident and/or injury, these incidents must be reported to WCB Alberta.

## 8. Benefits

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

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

<b>Benefit</b>	<b>Percentage of Premium Paid by PDF</b>	<b>Percentage of Premium Paid by University</b>
Dental Care	50%	50%
Extended Health Care	25%	75%
Employee and Family Assistance Program	0%	100%

Benefit coverage will begin three (3) months after the date of hire.

### 8.1. Recreation Membership

The University provides PDF's with a membership free of charge. This membership provides access to recreation facilities and equipment on the University's Lincoln Park Campus, as determined by the regulations and policies governing Cougar Athletics and Recreation.

## 9. Vacation

PDFs in salaried appointments will be entitled to two (2) weeks' of vacation per year, commencing July 1, prorated, based on the proportion of the part-time hours in relation to full-time hours and duration of months of service during the calendar year.

PDFs in hourly appointments do not accrue vacation time, but will receive 4 % of salary in lieu of vacation time each pay period.

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

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



Once vacation days have been accrued, the PDF may take vacation. A PDF shall submit their vacation scheduling request to their Supervisor prior to the commencement of their vacation. A Supervisor will consider the granting of the requested vacation based on operational requirements. No request shall not be unreasonably denied.

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

If one or more University Holidays fall during a PDF's vacation, another day(s) shall be taken at a time agreed upon by the PDF and the Supervisor.

## 10. University Holidays

The University observes the following paid holidays.

New Year's Day	Heritage Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
One-half day for the Calgary Stampede	Three Days between Boxing Day and New Year's Day

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

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

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

## 11. Leaves

PDFs are entitled to receive the following leaves depending on the nature of the leave and type of appointment and the hours of work of the PDF. PDF in part-time salaried appointments and hourly appointments shall have leave entitlements prorated, as applicable, based on the proportion of the part-time hours in relation to full-time hours and duration of months of service during the calendar year.

Guidelines from funding sources regarding these leaves vary and PDFs should carefully review and consult with the funding guidelines, Supervisor and/or Human Resources when considering such leaves.

### 11.1. Sick Leave

A PDF shall be entitled to five (5) paid sick Days per year. A PDF is not eligible for long-term disability leave.

### 11.2. Maternity Leave

After at least ninety (90) days of employment, the PDF is eligible for Maternity Leave

Leave can start anytime within the 13 weeks leading up to the estimated due date and no later than the date of birth. The PDF is to provide as much notice of leave as is possible, but at least six (6) weeks' notice in advance of the anticipated commencement of the leave. Under the Employment Standards Code, a birth mother must take at least (6) six weeks of maternity leave after the birth of a child. Medical clearance must be provided if one wishes to return sooner.

Maternity Leave is normally an unpaid leave. Employment Insurance may provide maternity benefits. Any paid maternity leave for a PDF is subject to funding guidelines.

During the unpaid period of maternity leave, the PDF may continue benefit coverage subject to the provisions of the benefits plan. If the PDF elects to continue any benefits, they will be responsible for paying both the University and PDF contributions of the premium costs on a monthly basis.

### 11.3. Paternal & Adoption Leave

Parental Leave is available to mothers following maternity leave, and to the spouse of the mother following the birth (or placement) of a child.

Parental leave may last up to sixty-two (62) weeks. Maternity leave may be combined with Parental Leave for maximum leave duration of seventy-eight (78) weeks.

A PDF who is not the birth mother and who has completed ninety (90) days of continuous service with Mount Royal University is entitled to unpaid parental leave of up to sixty-two (62) weeks within seventy-eight (78) weeks following the birth (or placement) of a child.

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

Parental leave is normally an unpaid leave. Employment Insurance may provide benefits. Any paid parental leave for a PDF is subject to funding guidelines.

The PDF may continue benefits coverage, subject to the provisions of the benefits plan. If the PDF elects to continue any benefits, they will be responsible for paying both the University and PDF contributions of the premium costs on a monthly basis.

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

### 11.4. Partner Leave

A PDF who is the spouse of a birth mother or of an adoptive parent shall be granted two (2) Days of Partner leave to attend to the birth or placement of a child. This applies only to a PDF who is not also taking Parental or Adoption Leave.

### 11.5. Compassionate Care Leave

All PDFs are eligible for twenty-six (26) weeks of unpaid leave to care for a gravely ill Immediate Family member. Presentation of satisfactory medical information on the Immediate Family member may be

requested. PDFs are encouraged to apply for Employment Insurance Compassionate Care Benefits to offset their loss of earnings during their Compassionate Care leave.

### **11.6. Bereavement Leave**

In the event of a death in a PDF's Immediate Family, all PDFs shall be provided bereavement leave not to exceed five (5) days, together with any necessary travelling time not to exceed an additional two (2) days. Notwithstanding the above, the Supervisor may grant additional unpaid leave and/or travel time on a case-by-case basis. If the death occurs during a period of vacation, the PDF shall be allowed Bereavement Leave as described above and vacation shall be credited accordingly.

All PDFs shall be provided one-half (½) day of paid leave to attend a funeral as a pallbearer or mourner of persons other than Immediate Family. A request for additional paid leave may be approved by the Supervisor.

### **11.7. Personal Leave**

PDFs are provided two (2) paid Personal Leave days per calendar year for personal matters. However, PDFs starting on or after July 1 will be provided with only one (1) day for that calendar year and PDFs starting on or after December 1 of the current year are not provided any personal leave. Personal Leave days may not be carried forward or paid out and any unused Personal Leave days will expire on December 31.

## **12. Ending the Employment Relationship**

### **12.1. Resignation**

A PDF's resignation should be given to their Supervisor in writing, with a copy to Human Resources, as early as possible, but normally no less than two (2) weeks prior to the resignation date.

### **12.2. Termination for Cause**

A PDF's appointment may be terminated at any time for cause, without providing notice of termination. Before proceeding with any termination for cause, the Supervisor must consult with Human Resources.

### **12.3. Termination without Cause**

A PDF's appointment may be terminated at any time without cause, by providing a minimum of one (1) month of notice or pay in lieu of notice, plus an additional month of notice or pay in lieu of notice for each additional completed year of service. Before proceeding with any termination without cause, the Supervisor must consult with Human Resources.

### **12.4. Abandonment of Employment**

Any PDF who is absent without authorization or good and proper reason from their employment for three (3) consecutive work days will be considered to have abandoned their position. The Supervisor shall reasonably attempt to contact the PDF during a period of unauthorized absence to determine the reason for the absence. If the Supervisor is unable to contact the PDF or the rationale for the absence is not acceptable, the PDF shall be deemed to have resigned effective the final day of the unauthorized absence. In these situations, no notice will be provided and no severance will be paid. Before confirming the abandonment of employment, the Supervisor must consult with Human Resources.

### **12.5. Probationary Termination**

A Supervisor may terminate the employment of a PDF in their probationary period due to unsatisfactory

performance. In the event the PDF has been employed for six (6) or more months, the PDF will be provided with pay in lieu of notice.

## 13. General

### 13.1. Access to Personal Information

PDFs shall have access to their personnel records and shall, upon request, be provided with copies of material contained in such records. Only factual information shall be corrected if inaccurate.

All medical information is to be submitted directly to Human Resources. Medical information is kept confidential and is shared with a PDF's Supervisor only to the extent necessary for purposes of accommodation.

### 13.2. Access to Library

PDFs are provided with access to library materials and services.

### 13.3. Attendance

A PDF who is unable to report for duty shall communicate daily with the Supervisor two (2) hours prior to the time the PDF was to report for work, or as soon as reasonably possible.