UNIVERSITY OF MANITOBA
PROCEDURE

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<td>Contact:</td>
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This Procedure applies to the following employee groups identified in Procedure:
Employee Organizations and Employment Groups:

a) Academic and Support Staff Excluded from Bargaining Units as Members of the Board;
b) Executive Staff;
c) Senior Administrative Academic Staff;
d) Administrative Academic Staff;
e) GFT Staff;
f) Academic Staff in the UMDCSA Bargaining Unit;
g) Research Academic Staff;
h) Other Academic Staff
i) Sessional Professional Academic Staff;
j) Excluded Management, Administrative and Professional Staff;
k) Medical/Dental Practitioners and Administrators;
l) Nurses in Northern Manitoba
m) Student Support Staff; and
n) Out of Province Support Staff.
Part I
Reason for Procedures

These Procedures are secondary to the Policy entitled "Sick Leave" and are intended to:

a) Demonstrate a commitment to the well-being and rehabilitation of all Employees who are suffering from an illness, injury or disability;
b) Support a process that helps the employee maintain a positive morale and outlook regarding a return to work following an illness, injury or disability;
c) Ensure Employees feel valued during an absence and are able to maintain a relationship with the University;
d) Define benefit entitlements;
e) Provide a structured process to adjudicate and manage sick leave benefits;
f) Support attendance management and ability management programs that may be in place;
g) Ensure benefits are paid when medical evidence supports a conclusion that the employee is unable to participate in meaningful modified and/or transitional work;
h) Require management to consider, in consultation with Human Resources and where appropriate, provide transitional/modified work that is meaningful, assists the recovery process and can be performed safely and effectively without undue risk of re-injury and without undue risk to co-workers or property;
i) Ensure benefits administration and entitlement are applied and managed positively, proactively and consistently throughout the organization;
j) Protect the confidentiality of the employee;
k) Partner with the injured or sick employee in the early intervention and where appropriate the return to work process;
l) Establish an atmosphere of mutual support, trust and co-operation;
m) Focus on abilities rather than disabilities;
n) Support a process that ensures co-workers and appropriate supervisors are aware of the required support for the returning individual; and
o) Assist in protecting the employment relationship.

Part II
Employee Eligibility for Sick Leave

2.1 Sick Leave Plans

The University shall provide income protection to employees who are on sick leave under the following plans:

2.1.1 Plan A: Full-Time Employees Appointed to a Position for a Duration of One Year or Longer
Employees who are working in full-time appointments/positions (excluding non-GFT contingent appointments) with no specified end date or which at the time of appointment were expected to continue for one year or more are eligible for Plan A sick leave coverage after having commenced employment in the appointment/position. An employee with Plan A sick leave coverage will be eligible for sick leave benefits for absences from work during one hundred and eighty (180) calendar days when he/she is unable to perform his/her regular duties as a result of illness, injury or disability. Time spent on modified hours will be counted as sick leave. Time spent on modified duties may be counted as sick leave depending upon the severity of the modifications. Medical and dental appointments are covered by Plan A Sick Leave.

2.1.1.1 Where it is determined by the University on review of the relevant facts (including personal health information) that the employee is able to return to regular duties and has a reoccurrence of the same or related illness, injury or disability, then the following shall apply:

a) if the return to regular duties is for at least sixty (60) consecutive calendar days, then the one hundred and eighty (180) calendar day count shall be reset for a reoccurrence of the same or related illness, injury or disability, and the Employee shall be eligible for one hundred and eighty (180) calendar days of sick leave; or

b) if the return to regular duties is for less than sixty (60) consecutive calendar days, then the Employee shall return to sick leave and the one hundred and eighty (180) calendar day count shall continue from the point at which it was suspended by the Employee’s return to regular duties.

2.1.1.2. Where an employee returns to temporary transitional or modified duties or to reduced hours of work, the arrangement shall not normally exceed ninety (90) calendar days in duration. Work in temporary transitional or modified duties shall be considered as sick leave. The arrangements will be reviewed regularly to ensure that the expected return to full duties and hours of work is completed within this time period and will not negatively affect an Employee’s application for Long Term Disability benefits. Circumstances may require the University to review and investigate other reasonable accommodations to return the Employee to work.

2.1.1.3 Plan A Sick Leave benefits shall be at one hundred percent (100%) of salary plus any market or administrative stipend, as is applicable, for the eligible period of sick leave supported by medical
evidence of disability. Sick leave benefits may not continue beyond the scheduled end of a probationary, term or project position.

2.1.1.4 The expiration of sick leave entitlement does not mean that an employee will automatically be eligible for Long Term Disability benefits. Where there are gaps between sick leave entitlement and Long Term Disability benefits or where an employee is not accepted for Long Term Disability benefits, an employee must apply for a leave of absence without pay and make any elections regarding the continuation of staff benefits and pension plan participation.

2.1.2 Employees who do not qualify for Plan A

Employees who do not qualify for Plan A will be covered by one of the following two sick leave plans, Plan B Sick Leave (Formula Entitlement) or Plan C Sick Leave (Discretionary).

2.1.3 Plan B: Sick Leave (Formula Entitlement)

Employees covered by Plan B Sick Leave (Formula Entitlement) are eligible for paid sick leave after a qualifying period of employment, which is normally sixty (60) days on which the Employee worked. An Employee on Plan B Sick Leave who is unable to perform his/her regular duties as a result of illness, injury or disability will have an entitlement of one (1) hour of sick leave for every fifteen (15) hours of service in a position covered by Plan B Sick Leave to a maximum sick leave entitlement of one hundred and eighty (180) calendar days. All sick leave taken shall be deducted from the sick leave earned. Time spent on modified hours will be counted as sick leave. Time spent on modified duties may be counted as sick leave depending upon the severity of the modifications. Medical and dental appointments are covered by Plan B Sick Leave for full-time employees only. Medical and Dental appointments are not paid as sick leave for part-time employees.

2.1.3.1 Plan B will apply to those Employees who do not meet the eligibility criteria for sick leave under Plan A, and are employed in the following Employee groups:

a) Academic and Support Staff Excluded from Bargaining Units as Members of the Board;
b) Executive Staff;
c) Senior Administrative Academic Staff;
d) Administrative Academic Staff;
e) Excluded Management, Administrative and Professional Staff;
f) Medical/Dental Practitioners and Administrators;
g) Nurses in Northern Manitoba and
h) Academic staff in the U.M.D.C.S.A. bargaining unit.
2.1.3.2 Where an Employee is returned to temporary, transitional or modified duties or to reduced hours of work, the arrangement shall not normally exceed ninety (90) calendar days in duration. Work in temporary transitional or modified duties shall be considered as sick leave. The arrangements will be reviewed regularly to ensure that the expected return to full duties and hours of work is completed within this time period and will not negatively affect an Employee's application for Long Term Disability benefits. Circumstances may require the University to review and investigate other reasonable accommodations to return the Employee to work. In order to continue to receive sick leave benefits Employees are required to cooperate in any required medical assessments and return to work recommendations and efforts.

2.1.3.3 Plan B sick leave benefits shall be at one hundred percent (100%) of salary plus any market or administrative stipend, as is applicable, for the eligible period of sick leave supported by medical evidence of disability.

2.1.3.4 The expiration of sick leave entitlement does not mean that an Employee will automatically be eligible for Long Term Disability benefits. Where there are gaps between sick leave entitlement and Long Term Disability benefits or where an Employee is not accepted for Long Term Disability benefits, an Employee must apply for a leave of absence without pay and make any elections regarding the continuation of staff benefits and pension plan participation.

2.1.4 Plan C: Sick Leave (Discretionary)

Employees covered by Plan C Sick Leave (Discretionary) are only eligible for paid sick leave at the discretion of the Department Head and for the maximum amount of sick leave as approved by the Department Head in consultation with the Human Resource Consultant in Human Resource Services. Further, the maximum amount of sick leave shall not be greater than would have been determined under Plan B.

2.1.4.1 Medical and dental appointments are not covered by Plan C Sick Leave.

2.1.4.2 Plan C will apply to those Employees who do not meet the eligibility criteria for sick leave under Plan A or Plan B, and are employed in the following Employee groups:

a) Other Academic Staff;
b) Sessional Professional Academic Staff;
c) Student Support Staff;
d) Research Academic Staff; and
2.2 Confidentiality

2.2.1 It is understood that confidentiality is an integral component of these procedures. Employee's right to confidentiality will be respected. The University will comply at all times with the provisions of the Personal Health Information Act (Manitoba) or substitute legislation in place of the foregoing act.

2.2.2 Contact with attending physicians, and/or other health care professionals will not be made without the prior written consent of the Employee.

2.2.3 Any personal health information obtained will be used solely for the purpose for which it was provided. Personal health information shall include information regarding the Employee's health, health care history, or the provision of health care to the Employee.

2.2.4 Personal health information obtained will be kept in a locked, secure location apart from the Employee's personnel file and will not be shared without the Employee's written informed consent.

2.2.5 Where informed consent has been given by an employee, personal health information may be shared with the Disability Case Coordinator in Human Resources as required in order to administer the sick leave provisions. The sharing of personal health information with other personnel will be limited to information that speaks to abilities and/or restrictions and/or the likely duration of the absence.

2.2.6 Informed consent means that the Employee understands what they have agreed to release and understand what the information will/may be used for. The release form will be used for the purpose of obtaining personal health information and/or information regarding abilities and or restrictions. Information may include specific personal health information for adjudication and case management purposes or more generic information about abilities/restrictions to enable return to work planning.

2.2.7 Non-medical certificates from physicians and/or other health care professionals that only confirm absences are not considered medical and may be shared with appropriate supervisory staff to enable the management of the operations of the departments affected by the absence.

2.2.8 Where an Employee refuses to provide written permission to obtain and/or share required personal health information to administer sick leave benefits, the payment of benefits may be terminated in consultation with Human Resources.
2.3 Reporting Absenteeism

2.3.1 An Employee who is unable to attend work as required must notify his/her supervisor by telephone as soon as possible in advance of his/her scheduled start of the work day. The person being notified must be in a managerial/supervisory/academic department head capacity.

2.3.2 Where voicemail is used the supervisor and/or manager must call the Employee back to confirm the absence and obtain appropriate information. General reasons for the absence indicating how long the Employee expects to be away must be obtained. Except as otherwise provided in these Procedures, detailed medical information should not be requested. Where a definite return date is not provided or a defined time frame for the absence is not provided, the Employee is required to call on a daily basis to report his/her absence.

2.3.3 The supervisor or manager receiving the call must be sensitive to the Employee's right of privacy. While it is reasonable to have the general reasons for the absence, the Employee is not required to provide a detailed diagnosis of his/her illness, injury or disability. Particular sensitivity must be exercised when serious health issues are involved.

2.3.4 All calls should be documented in the following format:

   a) Date and time of call
   b) Name of caller
   c) General reason for absence (i.e. An Employee that has torn his/her rotator cuff would not be required to tell you that the injury is a torn rotator cuff but should advise that he/she has injured his/her right shoulder and can't lift)
   d) Expected date of return
   e) Employee's phone number
   f) Name of the supervisor or manager taking the call.

2.3.5 The supervisor or manager should confirm in writing that the Employee was advised of any alternate duties and/or the availability of other accommodations should be noted.

2.3.6 If the supervisor or the manager cannot be reached, Human Resource Services shall be notified. Human Resource Services shall advise the appropriate officials in the Department.

2.3.7 Supervisors are encouraged to contact an Employee who is unable to attend work for the purpose of determining the probable duration of the absence. It is the responsibility of each Employee to provide contact information (address and phone number) to the appropriate supervisor, so
that the supervisor may contact the Employee for reasons related to
attendance.

2.3.8 Where an absence has not been reported as required the payment of
benefits may be delayed and/or denied.

2.4 Sick Benefits

2.4.1 Benefit Amount

If an Employee that is entitled to sick leave becomes ill, injured or disabled while
entitled to sick leave and is:

a) unable to participate in modified/transitional work either on a full-time or
part-time basis; and is,

b) seen by, and treated by, a licensed physician or qualified medical
practitioner, as defined below, for absences in excess of 5 days as a result
of a single occurrence or for absence with an accumulation of 8 days or
more in the last 12 months regardless of the number of occurrences;

sick leave benefits will be payable in accordance with Plan A, Plan B or Plan C.

2.4.2 Benefits will continue for the duration of the benefit Plan for as long as such
Employee is disabled and under the ongoing care of a licensed physician (M.D.)
or qualified practitioner as defined by The Medical Act, or substitute legislation in
place of the foregoing act.

2.4.2.1 After four weeks of treatment by a chiropractor, ongoing care by a
licensed physician (M.D.) is required to maintain benefit eligibility.

2.4.2.2 Regardless of the selected treatment and/or medical evidence of
disability, benefits will not be payable beyond the benefit duration as defined
in Plan A, Plan B, or Plan C.

2.4.3 In the event of layoff, termination or where notice of resignation by the
Employee is submitted to the University, benefit payments will continue for the
benefit period, or the duration of the disability, whichever is lesser, provided that
the disability occurred prior to the notice of layoff, notice of resignation or
termination. For benefits to be payable under these provisions, the Employee must
be under the care of a qualified medical practitioner or licensed physician and
provide medical evidence of the disability.

2.4.4 In the event of layoff, termination or where notice of resignation by the
Employee has been received before disability commences, sick leave benefit
payments will continue for fourteen (14) calendar days, or up to the effective date
of the termination/resignation/lay-off; or the duration of the disability, whichever is
the lesser.
2.4.5 Definition of Disability

For the purposes of sick leave coverage, Employees will be considered disabled while they are continuously unable to perform the essential duties of their occupation due to an illness, injury or disability as well as while they are participating in transitional and or modified work on a partial or restricted duties basis either in their own occupation or another appropriate position.

2.4.6 Temporary Transitional/Modified Work

Transitional/modified work is temporary. The goal of transitional/modified work is to enable the work site to be part of the treatment and to help control costs. The work acts as a bridge to enable a return to work to normal activities. Normally transitional/modified work programs will be limited to a maximum duration of ninety (90) calendar days.

2.4.6.1 An Employee may be required to perform alternate work where the work is medically appropriate and is meaningful. Where the Employee declines alternate work, the University may reduce benefits or cease to pay benefits.

2.4.6.2 The decision with respect to benefit entitlement and the interpretation of the requirement to perform alternate work rests with the University. The Disability Case Coordinator, Human Resources, should be involved in any return to work to modified duties or modified hours. The Disability Case Coordinator may utilize medical opinions, independent medical examinations, and functional evaluations and position analysis.

2.4.7 Benefit Offsets

A covered Employee’s benefit will be reduced by income payable related to the onset of the disability (or would have been payable had the Employee applied for it):

a) from any job for pay or profit;
b) under any Provincial Automobile Insurance Act;
c) for loss of income provided by any other government plan, legislation or agency other than the Employment Insurance Act;
d) under any workers compensation plan.

The intention of this is for the total benefits received not to exceed the Employee’s normal net pay from the University.

2.4.8 Third Party Liability

2.4.8.1 If an Employee receives benefit payments under this plan for loss of income (not including damages) for which there may be a cause of action against a third party, such Employee will be required to complete a
Reimbursement Agreement. This will entitle the University of Manitoba to be reimbursed for any amount(s), including interest, such Employee recovers from a third party for sick leave paid by the University of Manitoba which, together with any amount(s) paid or payable under any of the benefits of this plan, would exceed such Employee's actual loss.

2.4.8.2 Following notification to the University of payment by a third party of any judgment or settlement, or where an Employee becomes entitled to payment by a third party of any judgment or settlement, further related sick leave benefit payments under this plan will terminate until the University has been reimbursed the amount set out in the Reimbursement Agreement.

2.4.9 Limitations

No sick benefit will be paid for any disability that results from or is contributed to by the following:

a) The Employee refuses to submit required personal health information; or fails to provide acceptable medical information in support of the illness, injury or disability and/or to undergo reasonably required medical assessments and/or examinations;

b) The Employee fails to comply with the terms of a Reimbursement Agreement;

c) The Employee is not under the care of a licensed physician (M.D.) or qualified medical practitioner as defined in 2.4.2 for absences in excess of five (5) days as a result of a single occurrence or for absences with an accumulation of eight (8) days or more in the last twelve (12) months regardless of the number of occurrences;

d) The Employee is not following the treatment plan recommended by the licensed physician (M.D.) or qualified medical practitioner;

e) The Employee's disability is caused by insurrection, war, service in the armed forces or participation in a riot;

f) The covered Employee’s commission of an assault or a criminal offence;

g) Any day the covered Employee does any kind of work for pay or profit, except as approved by The University of Manitoba;

h) The period the covered Employee is entitled to maternity or parental leave of absence by statute, contract or employer agreement (excluding the sick leave portion);

i) Where an Employee is absent from Canada due to any reason the University of Manitoba may not pay sick leave benefits or may place conditions on the continuation of sick leave benefits such as an immediate return to Canada;

j) Where an Employee does not cooperate with a gradual return to work program recommended by a licensed physician (M.D.) or qualified medical practitioner;

k) Where an illness, injury or disability occurs after the Employee has been laid off;
l) During the period of notice where an illness, injury or disability occurs after the Employee has received a notice of termination or lay-off or notice of position discontinuance, benefits will be limited to a period not exceeding two (2) weeks and will require formal adjudication;
m) After an Employee has given notice of resignation benefits will be limited to a period not exceeding two (2) weeks and will require personal health information;
n) Where an illness, injury or disability occurs while an Employee is absent on an approved leave of absence without pay (sick leave would normally be provided with the first day of the scheduled return from leave of absence);
o) Failure to provide acceptable medical proof of disability and/or failure to undergo reasonably required medical assessments and/or examinations.

2.4.10 The University of Manitoba will not consider Employees totally disabled if the disability results from drug or alcohol abuse. However, this limitation will not apply while they are participating in a treatment program approved by The University of Manitoba or they have an organic disease, which would cause total disability even if drug and alcohol abuse ended.

2.5 Medical Examinations/Assessment

2.5.1 The University of Manitoba may require the covered Employee to report for a medical examination and/or other functional assessments as often as is reasonable, by a licensed physician (M.D.) or qualified practitioner of The University of Manitoba's choice. Failure to report for a medical examination/assessment may result in termination of the covered Employee's benefit payments.

2.5.2 Reports received by the University will be provided to Human Resource Services and will be used only for the purpose they were obtained. Human Resource Services shall keep confidential such reports and shall only provide the supervisor or Department Head with summary information regarding abilities and restrictions and the likely duration of the absence.

2.6 Termination of Coverage

Coverage for an Employee will terminate on the earliest of, the date:

a) the Employee retires;
b) the date the Employee is no longer disabled;
c) the end of the maximum benefit duration (when all available sick leave entitlement has been used);
d) the Employee's employment terminates or the Employee ceases active work due to the end of a term appointment;
e) the Sick Leave Plan is discontinued or modified in such a manner such that coverage is no longer provided; or
f) the Employee dies.

2.7 Appeals

2.7.1 Employees of The University of Manitoba who have sick benefits denied may appeal the decision in accordance with the appropriate appeals or grievance procedure.

2.7.2 Upon receipt by the Director of Human Resource Services of written notice of an Employee’s intention to appeal, the Employee will have ninety (90) days from the date of the denial of sick leave benefits to submit additional personal health information to support total and/or partial continuous disability. The University of Manitoba will issue a decision in writing within two (2) weeks of the receipt of all necessary information.

2.8 Miscellaneous Provisions

2.8.1 From time to time, The University of Manitoba can require that an Employee provide proof of total and/or partial disability. If the requested information is not provided within fourteen (14) days of the request, Employees will not be entitled to benefits.

2.8.2 The Employee and the immediate supervisor or appropriate administrator shall advise Human Resource Services as soon as possible when an Employee will be absent as a result of a motor vehicle accident and shall record the absence as such on the appropriate absence reports. This will enable the application of 2.4.8.

2.8.3 In the case of a workplace related injury or accident the supervisor or appropriate administrator shall contact the Occupational Health and Safety Coordinator in the Environmental Health and Safety Office. For information on sick leave and Workers Compensation Benefits see the Procedures for Workers Compensation Benefits.

2.9 Claims Procedures & Provisions

This section describes the processes which may be involved in the adjudication of Sick Leave benefits. The following forms may be required and are available from Human Resources or the Human Resources web site.

2.9.1 Release of Information

When signed, this form allows treating physicians and other medical professionals who have information related to an Employee's disability to release information so that The University of Manitoba may determine
ongoing eligibility to benefits and may assist with an early and safe return to work.

2.9.2 **Treating Physician’s Report**

In order to qualify for benefits beyond eight (8) days, (either due to a single occurrence or as a result of accumulated absences in the preceding twelve (12) months) an Employee may be required to submit objective medical proof of entitlement to these benefits.

2.9.2.1 The cost to complete this report, if any, is the responsibility of the Employee.

2.9.2.2 Failure to submit this report within five (5) working days of the request may result in the payment of benefits being delayed and/or denied. Human Resources should be consulted prior to taking such action.

2.10 **Adjudication**

Information from the treating physician will be used to determine continued eligibility for benefits. An Employee will be notified promptly if benefits are denied. An explanation will be provided where benefits are being denied and the appeal process will be outlined. An Employee will be notified if there are any limitations to benefits.

2.11 **Personal Health Information**

2.11.1 For absences greater than eight (8) days, (either due to a single occurrence or as a result of accumulated absences in the preceding twelve (12) months) the University may request additional information from the treating physician during an absence to determine how an Employee is progressing with treatment/rehabilitation. The Employee shall pay any fees charged by the physician.

2.11.2 Ongoing benefits are dependent on supportive objective medical evidence of disability.

2.12 **Rehabilitation**

If an Employee refuses to participate in a rehabilitation program and/or an appropriate modified work program the Employee's benefit payments may be terminated or reduced.

2.13 **Long Term Disability Benefits**

An Employee who has had an extended period of sick leave is encouraged to complete, in consultation with the Staff Benefits Office, an application for Long Term Disability in sufficient time to enable the administrators of the benefit to
process the application. Failure to complete the form after four (4) months of absence may result in a period in which the Employee has no income from the University or the Long Term Disability Plan.

2.14 **Extended Absence**

2.14.1 To help maintain a relationship with absent Employees and to help manage the University, supervisors/managers are encouraged to maintain regular contact with the absent Employee. Normally, contact is to be maintained at least once every two (2) weeks. A schedule for contact should be established when the Employee advises they will be off work for an extended period.

2.14.2 In appropriate circumstances, an Employee may be invited to visit the work location periodically on a voluntary basis. This is to provide the Employee with an opportunity to maintain a positive relationship with the University and their department during an absence. This regular contact may also be a good time to ensure they have the opportunity to be included in University/department events.

2.15 **Attendance Reporting**

Departments will be required to complete attendance reports on a regular basis for all Employee groups except where the nature of the work week is not prescribed including:

- Academic and Support Staff Excluded from Bargaining Units as Members of the Board;
- Executive Staff;
- Senior Administrative Academic Staff;
- Administrative Academic Staff;
- GFT Staff; and
- Academic Staff in the UMDCSA Bargaining Unit.

For the above employment groups departments should report absences of 20 working days or more to Human Resource Services.

2.16 **End of Sick Leave – No Long Term Disability**

2.16.1 In the event that an Employee has used all of his/her sick leave entitlement and cannot go on Long Term Disability because:

- the Employee has no Long Term Disability coverage;
- the Employee refused to complete an application for Long Term Disability benefits or did not complete the application in time for it to be adjudicated prior to the expiration of sick leave; or
- the Employee's application for Long Term Disability was denied;
the Employee shall apply for a leave of absence without pay for a maximum duration of six (6) months. As an Employee on a leave of absence without pay, he/she should contact the Staff Benefits Office to make choices regarding benefits and pension coverage/participation options during the leave of absence without pay.

Part III
Accountability

3.1 University Secretary or the President is responsible for initiating a formal review of these Procedures.

3.2 The Executive Director of Human Resources is responsible for the communication, administration and interpretation of these Procedures.

Part IV
Review

4.1 Formal Procedure reviews will be conducted every ten (10) years. The next scheduled review date for these Procedures is April 18, 2022.

4.2 In the interim, these Procedures may be revised or rescinded if:

   a) the Vice-President (Administration) or the President deems necessary; or

   b) the relevant Bylaw, Regulation(s) or Policy is revised or rescinded.

Part V
Effect on Previous Statements

5.1 These Procedures supersede:

   a) all previous Board/Senate Policies, Procedures, and resolutions on the subject matter contained herein; and

   b) all previous Administration Policies, Procedures, and directives on the subject matter contained herein,

   c) all previous Faculty/School Council Procedures stemming from the Faculty/School Council Bylaw and academic and admission Regulations and any resolutions on the subject matter contained herein and

Part VI
Cross References

Cross reference to:

Policy: Sick Leave