

RESEARCH ASSOCIATES POLICY DRAFT

TABLE OF CONTENTS

CONTENTS.....	1
PREAMBLE	2
SECTION A: EMPLOYMENT POLICIES FOR RESEARCH ASSOCIATES (LIMITED TERM).....	2
I. APPOINTMENTS	2
1. Recruitment and Selection	2
2. Renewal of Term Appointment.....	2
II. PROMOTION.....	3
III. TERMINATION	3
1. Resignation of Employment.....	3
2. Completion of Term Appointment.....	3
3. Termination for Cause	3
IV. COMPENSATION.....	3
1. Merit	3
2. Salary Ranges	3
SECTION B: EMPLOYMENT POLICIES FOR SENIOR RESEARCH ASSOCIATES.....	4
I. Appointments	4
II. TERMINATION.....	4
1. Resignation of Employment.....	4
2. Involuntary Termination of Continuing Employment Other Than for Cause	4
3. Termination for Cause	5
III. COMPENSATION	5
1. Merit	5
2. Salary Ranges	5
SECTION C:	5
Other Employment Policies for Research Associates (Limited Term) and Senior Research Associates	5
I. GENERAL EMPLOYMENT CONDITIONS	5
Scholarship Program for Dependents.....	5
Pregnancy Leave.....	6
Primary Caregiver Leave	7
Parental Leave.....	8
Educational Assistance	9
Payment of Salary on Death of a Staff Member.....	11
Public Holidays.....	11
Sick Pay	12
II. BENEFIT PLANS.....	13
III. OTHER EMPLOYMENT CONDITIONS	13
1. Vacation.....	13
2. Child Care Leave	13
3. Short-term Compassionate and Emergency Leave.....	14
4. Continuation of Benefit Plans while on Leave.....	14
IV PROBLEM RESOLUTION	15
ATTACHMENT #1 Current Salary Ranges for Research Associates (Limited Term) and Senior Research Associates)	

PREAMBLE

There are two categories of research positions. The normal qualifications for each category are the same, an advanced degree, normally a Ph.D. or an equivalent degree in the field where the research is to be carried out. The distinction between the two categories rests on whether the position is analogous to a career position or whether the position is for a relatively short period of time from which the incumbent would move to a faculty or other position.

Senior Research Associate positions are normally continuing positions where it is expected that grant funding for the position will continue. Such positions will be terminated only under the conditions of this Policy. Research Associates (Limited Term) will be appointed on a limited term, renewable to a total of five years. The combined terms may not exceed this total of five years.

While the work of Research Associates (Limited Term) and Senior Research Associates is academic in nature, they are not members of the teaching staff. These individuals are intrinsically involved in research projects where they contribute, by way of their academic expertise, to the projects directed by the principal investigator. From time to time, they may be asked to participate in the teaching program of the department or division. Any teaching will be a minor part of the individual's activity and should not be assigned on a continuing basis.

It is important that the title of Research Associate (Limited Term) or Senior Research Associate be used only in circumstances where an individual meets the qualifications for the position as described above and is carrying out research responsibilities with a high degree of independence, albeit under the direction of the principal investigator. In exceptional circumstances, where the chair of the department so recommends and the dean approves, and where the policies of the funding sources permit, a Senior Research Associate may act as co-investigator with a University of Toronto faculty member on a project.

In developing a set of policies and procedures for Research Associates (Limited Term) and Senior Research Associates, it was recognized that any policy or procedure retain a high degree of flexibility for the principal investigator while at the same time providing fair and equitable treatment to individuals holding these research positions.

SECTION A: EMPLOYMENT POLICIES FOR RESEARCH ASSOCIATES (LIMITED TERM)

I. APPOINTMENTS

1. Recruitment and Selection

Due to the short-term nature of employment for Research Associates (Limited Term), there are no formal advertising or search procedures required except in cases of an authorization to search internationally. In such cases, the principal investigator is required to follow the procedures prescribed by Employment & Immigration Canada.

In cases where the principal investigator wishes to continue the position beyond the term of the original appointment, in no case beyond five years, a written extension or new contract must be entered into. The principal investigator may wish to convert the position of Research Associate (Limited Term) to that of a Senior Research Associate. In such cases, the Research Associate (Limited Term) would be able to apply for the position.

Please see Section B, Employment Policies for Senior Research Associates, Appointments.

2. Renewal of Term Appointment

Appointments shall be on limited term contracts. The original term of employment may be extended by mutual agreement in writing but may not exceed a total of five years. In such cases, a letter offering to extend or renew the contract should be given to the staff member prior to the end of the original term.

indicating the date upon which the extension will end, the position title, and the terms and conditions of appointment renewal.

II. PROMOTION

Research Associates (Limited Term) who wish to pursue a career as a researcher at the University are eligible to apply for available Senior Research Associate positions.

III. TERMINATION

The employment of a Research Associate (Limited Term) may terminate for a number of reasons, within or beyond the employee's control. The following outlines the various ways in which termination of employment may take place.

1. Resignation of Employment

Employment may be terminated by the Research Associate (Limited Term) by way of voluntary resignation.

2. Completion of Term Appointment

Research Associates (Limited Term) may be appointed on a limited term, renewable to a total of five years. Such term appointments are for a specified period and do not involve a continuing commitment by the University beyond the term stated in the employment contract. Acceptance of the contract with a specified end-date constitutes notice of termination, and the contract will end, unless written notice of an offer of renewal is given two months before the ending date, and accepted.

Employment may be terminated prior to the end date of the contract should grant funds be reduced or withdrawn. In such cases, two months' notice must be given, or pay in lieu.

3. Termination for Cause

Employment may be terminated for cause at any time without notice or pay in lieu of notice.

IV. COMPENSATION

1. Merit

Research Associates (Limited Term) will be eligible for increases of 0-3% and awarded on the basis of merit.

2. Salary Ranges

The salary ranges will reflect the across-the-board changes negotiated with the University of Toronto Faculty Association. Salary ranges will be published each year in the Salary Increase Instructions.

Salaries in excess of the range maximum must be approved by the appropriate division head. No individual may be paid below the published range minimums.

Note: Please see *Attachment #1* for the *current* salary ranges.

SECTION B: EMPLOYMENT POLICIES FOR SENIOR RESEARCH ASSOCIATES

I. APPOINTMENTS

Senior Research Associate positions are continuing positions and as such they must be advertised and a search must be conducted, but the Department in conjunction with the principal investigator should determine the extent of advertising and the search except in cases of authorization to search internationally. In such cases, the principal investigator is required to follow the procedures prescribed by Employment & Immigration Canada.

II. TERMINATION

The employment of a Senior Research Associate may terminate for a number of reasons, within or beyond the employee's control. The following outlines the various ways in which termination of employment may take place.

1. Resignation of Employment

Employment may be terminated by the Senior Research Associate by way of voluntary resignation.

2. Involuntary Termination of Continuing Employment Other Than for Cause

This policy applies to all Senior Research Associates.

Termination other than for cause may include circumstances such as departmental reorganizations or business process changes. In all cases, the supervisor must receive the approval of his/her Division Head prior to the termination of a staff member's employment.

Where the University decides to terminate employment without cause employees will be provided with working notice or severance pay, or a combination of both, on the basis of one (1) month per completed year of continuous service** with the University, to a maximum of twenty-four (24) months, provided that in no case will an employee receive less working notice than the minimum working notice required under the *Employment Standards Act* of Ontario or less severance pay than the severance pay, if any, required under the *Employment Standards Act* of Ontario.

** Continuous service is defined as years of service from the staff member's most recent employment date as a full- or part-time staff appointed employee.

Formal notice of termination shall be in writing and will be delivered personally to a staff member or by registered mail to his/her home address most recently provided by the employee to the University, and will specify the employee's termination date.

All benefits coverage and pensionable service ceases effective the date of termination of employment and employees shall have no claim whatsoever for benefits coverage or pensionable service beyond the date of termination of employment.

The staff member will be required to sign a full and final release before receipt of any severance pay.

The staff member will be entitled to career transition services for up to three months following the date of termination.

3. Termination for Cause

Employment may be terminated for cause at any time without notice or pay in lieu of notice.

III. COMPENSATION

1. Merit

The professional development of a Senior Research Associate is continuing but is considered to be greater in the early years of a career than in the later years. The merit scheme takes this career progression into account and assumes that an individual should progress at a faster pace early in the career. The amount of the merit that can be awarded is based on position in the salary range. Position in the range is assumed to be a proxy for the stage of career development.

The salary range for Senior Research Associates is split into two parts – individuals whose salary is between the floor and the senior breakpoint and those above the senior breakpoint. Breakpoints and salary ranges are published each year in the Salary Increase Instructions issued by the Provost's Office (see Attachment #1).

2. Salary Ranges

The salary ranges will reflect the across-the-board changes negotiated with the University of Toronto Faculty Association. Salary ranges will be published each year in the Salary Increase Instructions. No individual may be paid below the published range minimums.

Note: Please see *Attachment #1* for current salary ranges.

SECTION C: OTHER EMPLOYMENT POLICIES FOR RESEARCH ASSOCIATES(LIMITED TERM) AND SENIOR RESEARCH ASSOCIATES

I. GENERAL EMPLOYMENT CONDITIONS

SCHOLARSHIP PROGRAM FOR DEPENDANTS

Eligibility

Scholarships shall be awarded by the University of Toronto to eligible students who are dependants of staff appointed Research Associates (Limited Term) and Senior Research Associates, full-time or part-time of 25% or more, who are enrolled in full-time studies in an eligible program of study at an eligible institution as defined below. The Tuition Waiver for Dependants program shall apply for the purpose of part-time studies.

Value of Scholarship

The scholarship awarded to those who qualify shall, in each year, be an amount equal to one-half the amount of the tuition for Arts and Science at the University of Toronto in that same year, excepting that, where the eligible staff member holds an appointment of less than 100% FTE, the ordinary amount shall be pro-rated to the actual FTE.

Definitions

Dependant means a son, stepson, daughter, stepdaughter, or spouse of Research Associates (Limited Term) and Senior Research Associates.

Eligible Institution means any four-year-degree granting institution (or its equivalent if the institution is outside North America) which is recognized by the University of Toronto for transfer credit purposes or Ontario Colleges of Applied Arts and Technology or the Ontario College of Art and Design.

Eligible Student means a student who is the dependant of Research Associates (Limited Term) and Senior Research Associates and who is enrolled as a full-time student in an eligible institution in an eligible program of study and who:

- a) having attained at least an 80% average in the student's best six OAC mid-term or final marks or the equivalent, is enrolling in the first year of studies (Admission Scholarship); or
- b) has attained an average of at least B in the student's most recent year of eligible program of studies (In-program Scholarship); or
- c) having been granted a scholarship under this program in the previous year, continues to be eligible to proceed in the student's eligible program of study and who is not on academic probation (Continuing Scholarship).

Program of Study means a program of study leading to a first undergraduate degree or certificate and which does not require prior undergraduate preparation.

Spouse means a person who is living with the eligible staff member in a conjugal relationship, whether or not the persons are legally married to each other, and includes persons who are of the same sex or of the opposite sex of the eligible staff member.

PREGNANCY LEAVE

PREAMBLE

The following set of Policies includes: Pregnancy Leave (3.01.03), Primary Caregiver Leave (3.01.04) and Parental Leave (3.01.05). The provisions of these Policies are in compliance with the *Employment Standards Act* of Ontario and the *Employment Insurance Act*.

Staff members who wish to receive assistance with the completion of Employment Insurance forms or to receive further information on child care or on combining work and family life may contact the University's Family Care Office or attend the Maternity Leave Planning Seminar, offered by the Office.

Questions concerning these Policies or related procedures may be directed to the appropriate divisional HR Office.

PREGNANCY LEAVE

A Maternity Leave kit containing forms and information is available to all employees upon request from the Family Care Office.

ELIGIBILITY FOR LEAVE

Staff appointed Research Associates (Limited Term) and Senior Research Associates, full or part-time, who have completed thirteen (13) weeks of service with the University prior to the probable date of delivery are entitled to a pregnancy leave of absence of up to seventeen (17) weeks.

Not less than three (3) months before the expected date of delivery, the staff member should notify the appropriate administrative officer, in writing, of her pregnancy and include a doctor's certificate or certificate from a midwife stating that the employee is pregnant and indicating the probable date of delivery. An employee must give two (2) weeks' notice of any change of the commencement of her pregnancy leave.

If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the University four (4) weeks' written notice before the date the leave was to end.

ELIGIBILITY FOR SUB (SUPPLEMENTARY UNEMPLOYMENT BENEFITS) BENEFITS

Staff appointed Research Associates (Limited Term) and Senior Research Associates with one (1) year of service or more with the University are eligible.

PROVISIONS

SUB BENEFIT

The University will pay ninety-five (95) percent of regular salary during the two (2) week waiting period for Employment Insurance benefits, and for up to the next fifteen (15) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of regular salary, provided that the employee applies for and receives Employment Insurance benefits. In no case will the total amount of the University paid supplement plus Employment Insurance benefits plus any other earnings received by the staff member exceed 95% of regular earnings.

OTHER

During the period of paid pregnancy leave the University will continue these individuals on their full benefits through regular payroll deductions.

In the case of a staff member on a sessional appointment, or whose employment is limited to a defined term, the pregnancy leave will be limited to the period of time remaining in the session or contract of employment. In these situations, the staff member may be eligible for Employment Insurance benefits for the remaining period beyond her session or contract of employment.

The date of commencement of pregnancy leave and its length (up to 17 weeks) shall be at the discretion of the staff member, with a minimum of two (2) weeks' notice being given to the University. While pregnancy leave may begin as early as seventeen (17) weeks prior to the expected date of delivery, the Employment Insurance waiting period does not begin until ten (10) weeks prior to the expected date of delivery. If the employee has been on her pregnancy leave for seventeen (17) weeks but the baby has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g. if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the provisions of the Short Term Disability policy and the Long Term Disability Plan (if eligible) shall come into effect until a) the actual date the employee's baby is born or b) the expected date of delivery or c) the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first.

Length of service, vacation credits or any other leave entitlement will not be affected by pregnancy leave. At the end of the leave period provided in this policy, a staff member will continue in the same position or a comparable one in terms of work setting, level of responsibility and remuneration, and without prejudice to promotion and without loss of any other rights and privileges.

PRIMARY CAREGIVER LEAVE

A Primary Caregiver Leave kit containing forms and information is available to all employees upon request from the Family Care Office.

ELIGIBILITY FOR LEAVE

Primary Caregiver Leave is available to any staff appointed Research Associates (Limited Term) and Senior Research Associates, full or part-time, who is a parent, other than a biological mother, who has primary responsibility for the care of a child during the eighteen (18) weeks immediately following: i) the birth of a child; or ii) the coming of a child into the custody, care and control of a parent for the first time, and who has completed thirteen (13) weeks of service with the University prior to the date of application.

Primary Caregiver leave of absence must be applied for and granted in writing with a minimum of two (2) weeks' notice. An employee making such application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care and control of an adoptive parent for the first time.)

If both parents are employees of the University and eligible for the SUB Benefit, the Primary Caregiver Leave benefit may be split. The total benefit paid will not exceed that which would have been paid had one of the parents taken the leave.

In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

ELIGIBILITY FOR SUB BENEFIT

Staff appointed Research Associates (Limited Term) and Senior Research Associates with one (1) year of service or more with the University are eligible.

PROVISIONS

SUB BENEFIT

The University will pay the following to supplement Employment Insurance benefits:

- a) ninety-five (95) percent of regular salary during the two (2) week waiting period for Employment Insurance benefits, and
- b) during the following ten (10) weeks, the difference between Employment Insurance benefits and ninety-five (95) percent of regular salary, provided that the employee applies for and receives Employment Insurance benefits. In no case will the total amount of the University paid supplement plus Employment Insurance benefits plus any other earnings received by the staff member exceed 95% of regular earnings.

The balance of the leave, i.e., up to twenty-five (25) weeks, is taken as unpaid parental leave.

OTHER

During the period of Primary Caregiver Leave the University will continue these individuals on their full benefits through regular payroll deductions.

In the case of a staff member on a sessional appointment, or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to the period of time remaining in the session or contract of employment. In these situations, the staff member may be eligible for Employment Insurance benefits for the remaining period beyond his/her session or contract of employment.

Length of service, vacation credits or any other leave entitlement including benefits will not be affected by Primary Caregiver Leave. At the end of the leave period provided in this policy, a staff member will continue in the same position or a comparable one in terms of work setting, level of responsibility and remuneration, and without prejudice to promotion and without loss of any other rights and privileges.

PARENTAL LEAVE

A Parental Leave kit containing forms and information is available to all employees upon request from the Family Care Office.

ELIGIBILITY FOR LEAVE

This provision is not available to employees who have taken Primary Caregiver Leave.

Staff appointed Research Associates (Limited Term) and Senior Research Associates, full or part-time, who have completed thirteen (13) weeks of service with the University are entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time, as follows:

- ☐ birth mothers are eligible to take 35 weeks of parental leave; and,
- ☐ all other new parents, such as fathers, adoptive parents and same-sex partners, may take up to 37 weeks of parental leave.

PROVISIONS

For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of the birth mother. For other parents, parental leave must commence within the fifty-two (52) weeks following the baby's birth or for adoptive parents, within the fifty-two (52) weeks after the child first comes into the custody, care and control of a parent. Note that if the parent wishes to collect Employment Insurance benefits during parental leave, the parental leave must be completed within the fifty-two (52) week period as described above.

Eligible employees must give two (2) weeks' notice prior to commencement of the leave. If s/he does not specify when the leave will end, it will be assumed that s/he wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of his/her intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, s/he must give the University four (4) weeks' written notice of the date on which s/he intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), s/he must give the University four (4) weeks' written notice before the date the leave was to end.

During the period of Parental Leave the University will continue the employer subsidy of any benefit plan for which the person continues to pay the employee portion.

In the case of a staff member on a sessional appointment, or whose employment is limited to a defined term, any Parental Leave will be limited to the period of time remaining in the session or contract of employment. In these situations, the staff member may be eligible for Employment Insurance benefits for the remaining period beyond his/her session or contract of employment.

Length of service, vacation credits or any other leave entitlement including benefits will not be affected by parental leave. At the end of the leave period provided in this policy, a staff member will continue in the same position or a comparable one in terms of work setting, level of responsibility and remuneration, and without prejudice to promotion and without loss of any other rights and privileges.

EDUCATIONAL ASSISTANCE FOR RESEARCH ASSOCIATES (LIMITED TERM) AND SENIOR RESEARCH ASSOCIATES

INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this

practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff and librarians to further their formal education.

TERMS OF REFERENCE

Qualifying individuals referred to below are those who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department head before beginning the course as described under PROCEDURES.

ELIGIBILITY

Research Associates (Limited Term) and Senior Research Associates holding full-time appointments and part-time with three years' continuous service, working twenty or more hours a week on a regular continuing basis are eligible.

PROVISIONS

1. 100% Tuition Waived

Tuition fees are waived for a qualifying individual taking:

- 1) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level, or
- 2) a diploma or certificate program offered through Woodsworth College, or
- 3) certain courses offered by the School of Continuing Studies in which enrolment is not limited to defined constituencies normally outside the University community or for which substantially higher than average fees are charged.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department head is obtained and alternative work arrangements are made.

2. 50% Tuition Reimbursed

50% of tuition fees will be reimbursed to a qualifying individual who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above). Such courses should be taken on the staff member's or librarian's own time, after normal working hours and must be either:

- 1) Individual skill improvement courses which are related to the individual's present job or to jobs in the same field to which the individual might logically aspire.
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the individual in the performance of his/ her present job or directly related to his/her potential career.

Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree program.

In both 1. and 2. above financial aid covers only tuition fees. Costs of course materials, books, registration and examination fees, fees for entrance into professional groups, exemption fee, and other incidental fees do not qualify for educational assistance.

EXCLUSIONS

1. A number of courses offered by the School of Continuing Studies are covered by the Educational Assistance policy. However, a number of courses have been excluded for which the registrant must pay the full fee. Further information on eligibility for coverage can be obtained from the Training and Development Section within the Human Resources Department.

2. Additional exclusions are:

- a) craft, hobby and general interest courses;
- b) conferences, seminars and workshops. (Where these are taken at the direction of departmental management they will be fully paid for from departmental estimates but are not part of this program.)

PROCEDURES

1. University of Toronto and OISE/UT. Degree courses and Diploma and Certificate Programs offered through Woodsworth College, and some Courses offered by the School of Continuing Studies

The staff member should first make formal application for admission to the appropriate faculty. Provided the individual possesses all academic and other relevant qualifications an approval notice will be issued. On receiving this a Tuition Waiver Form should be completed. This form should then be presented to the staff member's Department head or librarian's supervisor only if some part of the schedule for the course(s) will be conducted during normal working hours. The staff member or librarian requires approval from the divisional personnel office or the Human Resources Department by mail or in person to certify that the employee is eligible for the tuition waiver as requested.

Once approval has been received, the staff member, in the case of U of T or the OISE/UT. courses, should present one copy together with fees invoice and payment for all other fees to the Fees Department (or the College Bursar if the student is enrolling in a Federated College). In the case of School of Continuing Studies' courses, the copy should be taken to the School of Continuing Studies.

2. Job Related Courses

Applications for educational assistance for job related courses, completed in duplicate on the Form, should be submitted to the Department head for signature and recommendation. Completed applications should be forwarded to the Training and Development Section of the Human Resources Department for approval PRIOR TO the registration date for the course. Approval will be communicated to the individual by the return of one copy of the approved Educational Assistance Form.

Approved applications should be resubmitted to the Human Resources Department after the course terminates. Proof of payment of tuition fees and of successful course completion must accompany the application. If no final grade is assigned, individuals should furnish certificates showing not less than a 75% attendance record.

All applications forms for Educational Assistance may be obtained from departmental administrative offices, or the Human Resources Department.

PAYMENT OF SALARY ON DEATH OF A STAFF MEMBER

In the event of the death of a staff member, the University will pay his/her estate the full salary for the month in which the death occurred. The University will also make settlement for vacation pay earned by the staff member to the date of death.

PUBLIC HOLIDAYS

Eleven public holidays are normally observed by the University. These are: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and two days designated as the day before Christmas Day and the day before New Year's Day, but scheduled annually by the University depending on the day of the week on which Christmas Day and New Year's Day fall.

SICK PAY

INTRODUCTION

All staff members share in the efficient operation of the University and thereby have an obligation to carry out the responsibilities of their positions to the fullest extent possible. At the same time, however, the University, recognizing that unavoidable absence may occur because of illness or injury, provides a degree of income protection for staff members who find themselves in this position. The following practice defines the circumstances and extent to which the University will provide continuance of salary in the event of unavoidable absence due to illness or injury.

ELIGIBILITY

This practice applies to all full-time salaried staff, and regularly appointed part-time staff (subject to the exclusions listed below) who have completed three (3) months' service.

Exclusions

- Staff members whose conditions of employment are negotiated collectively,
- full-time enrolled students,
- staff employed for temporary periods of less than three (3) months, casual and temporary staff.

PROVISIONS

For all eligible staff members leave with full salary will be granted for periods up to fifteen (15) weeks during unavoidable absence due to illness or injury.

For staff members with less than three (3) months' service, leave with full salary may be granted at the discretion of the Department Head for no more than two (2) weeks.

Staff members who are employed for specified periods of time of more than three (3) months will not be eligible for benefits beyond the contractual period unless re-appointed or the disability commenced more than two (2) months prior to the contractual termination date.

PROCEDURES

Staff members prevented by illness from attending regular duties or who must leave work due to illness should notify their Department Head as soon as possible.

Where the nature and anticipated duration of the illness indicates a possible claim under the University's Disability Plan, the Department Head should notify the Human Resources Department so that, if applicable, a claim may be registered with the University insurers.

A physician's certificate may be required by the University for any absence due to illness, regardless of the duration. Furthermore, following prolonged or serious illness, the University may require a staff member to be certified medically fit before returning to regular duties.

SUBSTITUTION OF SICK LEAVE

If a medical emergency or illness interrupts the use of all or part of a scheduled vacation period, an employee is entitled to substitute sick leave for the period of illness. Where possible the employee should contact his/her supervisor to notify them as soon as possible where this occurs. Illness shall constitute a period of three days or more and must be accompanied by a doctor's note.

II. BENEFIT PLANS

Research Associates (Limited Term) who hold full-time appointments or part-time appointments consisting of 25% or more of full-time employment (including persons on sessional appointments) and Senior Research Associates are eligible for the following University Benefit Plans, amended from time to time:

Pension Plan
Group Life Insurance Plan
Long-Term Disability Plan
Semi-Private Hospital Plan
Extended Health Care Plan
Dental
Vision Plan

III. OTHER EMPLOYMENT CONDITIONS

1. VACATION

It is the responsibility of departments when hiring staff to ensure that the vacation entitlement and the scheduling or payment provisions as applicable are clearly communicated in writing in advance of the appointment being accepted.

Research Associates (Limited Term) and Senior Research Associates, while expected to maintain effective liaison with their principal investigator or the individual to whom they report on their schedules, have a high degree of independence in scheduling their own time. Therefore, unless individuals were precluded by a principal investigator from taking their vacation time, the University's obligation is deemed to have been discharged even though the individuals voluntarily chose not to take the vacation to which they were entitled in a given year. As well, in view of the latitude accorded Research Associates (Limited Term) and Senior Research Associates in scheduling their vacation time, no further obligation for vacation time on termination is appropriate under normal circumstances.

i. Full-time Research Associates (Limited Term) and Senior Research Associates

Research Associates (Limited Term) and Senior Research Associates are entitled to a vacation period of one month for twelve months of employment.

ii. Part-time Research Associates (Limited Term) and Senior Research Associates

The provisions for regularly appointed part-time staff, excluding sessional appointments, are as described in #1 above, but awarded on a pro-rated basis according to the percentage of full-time hours worked. For example a staff member with a 50% appointment is entitled to a month's vacation at 50% salary.

iii. Sessional Appointments

Sessional staff may have their vacation entitlement discharged in any one of the following ways as determined by the department, but the method must be determined by the department and communicated to the staff member prior to the appointment:

- a. scheduling the appropriate vacation period within the sessional appointment period;
- b. incorporating the vacation entitlement to fall within the sessional appointment but at the end of the term; or
- c. paying vacation pay in lieu of vacation time off at the end of the session as an appropriate percentage in addition to the sessional salary. In no case should vacation entitlement be less than 8.0% of gross pay, or equivalent if time off is granted.

2. CHILD CARE LEAVE

Continuous child care responsibilities shall be considered reasonable grounds to request a part-time appointment on a temporary basis at the appropriate pro-rated salary.

3. SHORT-TERM COMPASSIONATE AND EMERGENCY LEAVE

Short-term compassionate or emergency leave may be arranged with the principal investigator or the individual to whom the Research Associate (Limited Term) or Senior Research Associate reports with no loss of salary or benefits.

4. CONTINUATION OF BENEFIT PLANS WHILE ON LEAVE

Staff members going on leave can arrange for the continuation of the Benefit Plans in which they are enrolled. It is the responsibility of the individual staff member to make the necessary arrangements with the departmental business officer for the continuation and prepayment of the Benefit Plans in which they wish to remain enrolled. Questions regarding interpretation of the provisions affecting staff members on specific types of leave, as described below, should also be directed to the divisional personnel office.

1. Staff members on Leave of Absence

The University will continue its normal subsidy based on full salary for staff members granted leave of absence with 25% or more of their full salary and paid on a monthly basis. Regular monthly contributions will automatically be deducted during the period of the leave since participation continues in the Benefit Plans in which they are enrolled.

The University will also continue its normal subsidy for staff members on leave of absence without salary for one calendar month or less.

Staff members on leave of absence without salary or receiving less than 25% of their salary and paid on a monthly basis (excluding staff members on research leave) for more than one calendar month may choose the Benefit Plans they wish to continue during the period of their leave and remain enrolled in these by paying both the University's and their own contributions toward the cost of coverage in advance in the form of a lump sum payment or monthly post-dated cheques.

2. Staff members on Research Leave Grant

The University will continue its normal subsidy based on full salary where staff members are granted a research leave grant with partial salary equal to or greater than one-sixth of their regular salary and paid on a monthly basis. Regular monthly contributions will automatically be deducted during the period of the leave since participation continues in the Benefit Plans in which they are enrolled.

3. Staff members on Disability Insurance

Staff members will continue to accrue pension credits during their period of disability. Premiums on Long Term Disability and Group Life Insurance are waived. Staff members are required to pay their normal contributions towards all other plans. Benefits premiums will be deducted from the monthly benefits cheques.

4. Staff members on Worker Compensation

The University will continue its normal subsidy based on full salary. Staff members are required to pay their normal contributions towards all Benefit Plans in which they are participating. These must be paid in advance in the form of a lump sum payment or monthly post-dated cheques if the staff member is not receiving payment through the University payroll to cover these costs.

IV. PROBLEM RESOLUTION

Research Associates (Limited Term) and Senior Research Associates are encouraged to resolve problems through full and open discussion of the problem with the principal investigator or with the individual's immediate supervisor.

In the event a dispute with the University's employees cannot be resolved, Research Associates and Senior Research Associates have access to a dispute resolution procedure as follows.

- In the first instance, the Chair/Director (or Dean's designate in single-departmental faculties) should meet with the Research Associate or Senior Research Associate and the principal investigator or immediate on an informal basis to endeavour to resolve the dispute.
- The Chair/Director should submit a written report within 20 calendar days (excluding statutory and university holidays) of the meeting.
- If unresolved, the dispute can be submitted by either party in writing to the Dean within 20 calendar days (excluding statutory and university holidays) of receipt of the Chair/Director's written report.
- The Dean will meet with the parties and issue a decision in writing within 20 calendar days (excluding statutory and university holidays) of the meeting.
- If either party is not satisfied with the response, the decision of the Dean can be appealed in writing to the Vice-President and Provost, or designate. A written decision will be issued within 20 calendar days (excluding statutory and university holidays) of receipt of the appeal.

There is no further step or appeal in the dispute resolution process, and the University's decision at that point stands.