



Queen's University Faculty Association

Staff Employment Policy

April 2020

Queen’s University Faculty Association Staff Employment Policy

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1. Purpose

This document outlines policies, procedures and guidelines pertaining to matters of employment for all QUFA Staff. In addition to those outlined here, the provisions of the *Ontario Employment Standards Act*, the *Ontario Human Rights Code* and the *Ontario Occupational Health and Safety Act* apply.

2. Definitions

ATB	Across the Board – Salary increases negotiated for QUFA members
CAUT	Canadian Association of University Teachers
CDI	Career Development Increments
COFAS	Council of Faculty Association Staff
COLA	Cost of Living Adjustment
Employer	Queen’s University Faculty Association
ED	Executive Director of QUFA
EI	Employment Insurance
ESA	Ontario Employment Standards Act
LTD	Long Term Disability
OCUFA	Ontario Confederation of Faculty Associations
OHRC	Ontario Human Rights Code
OHSA	Ontario Occupational Health and Safety Act
President	President of QUFA
Queen’s	Queen’s University
QUFA	Queen’s University Faculty Association (Employer)
SRC	Staff Relations Committee (Standing Committee of QUFA that oversees Staff matters)
Staff	QUFA Employee under Article 5 of this Policy
STD	Short Term Disability
UPP	University Pension Plan
Volunteers	QUFA Members who take an active role in QUFA
Workplace	QUFA office and other locations where the business of the Association is conducted
WHMIS	Workplace Hazardous Materials Information System
Year	May 1 to April 30

3. Health, Safety & Security

QUFA will take every reasonable precaution to promote safe, secure and healthy working conditions and will encourage employees to adopt and follow sound health, safety and security procedures in the performance of their work (see Appendices A, B and C).

In addition, the following terms govern QUFA Office practices:

- i. The ED is the Safety Officer for QUFA employees and will alert Staff to all relevant Queen's Environmental Health and Safety information via email or hard copy postings.
- ii. The Safety Officer will take relevant health and safety courses and training programs offered by Queen's including First Aid, WHMIS, and Workplace Harassment & Violence as scheduling permits.
- iii. Other Staff and Volunteers are encouraged to take Queen's health and safety courses and training programs as time and interest permits.
- iv. A First Aid Kit will be maintained at the QUFA Office.
- v. The Queen's campus and thus the QUFA office and garden are non-smoking.
- vi. Staff members have the right to refuse or stop work considered unsafe or hazardous according to the provisions of the *OHS*A.
- vii. In the event of a breakdown of heating or cooling systems that leads to office temperatures in excess of 28°C or below 18°C for at least 4 consecutive hours, the QUFA office shall close with no loss of pay to Staff.
- viii. In the event of power outage in excess of 2 consecutive hours, the QUFA office will close with no loss of pay to Staff.
- ix. In the event of bad weather, QUFA follows Queen's Inclement Weather Policy (<http://www.queensu.ca/humanresources/policies/time-away/inclement-weather>). When Queen's closes for extreme weather, the QUFA office will close with no loss of pay to Staff. In consultation with the ED, Staff may make arrangements to work at home when bad weather is anticipated. The ED may close the QUFA office early when weather conditions threaten Staff safety with no loss of pay to Staff.

4. Harassment, Discrimination and Accommodation

A) Harassment

QUFA is committed to maintaining a working environment free from harassment. All Staff and Volunteers are entitled to be treated with respect (see Appendices B and C).

Harassment is defined as:

- i. Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.
- ii. The comments and/or conduct typically happen more than once. They could occur over a relatively short period of time (for example, during the course of one day) or over a longer period of time (weeks, months or even years).

The reasonable exercise of management authority does not, of itself, constitute harassment. Communication of negative assessments arising from Staff Performance Reviews does not, of itself, constitute harassment.

B) Discrimination

QUFA is committed to a workplace free of discrimination as defined by the *OHRC*. Specifically,

there shall be no discrimination, interference, restriction or coercion exercised or practised regarding any term or condition of employment, including but not limited to, salary, appointment, promotion, termination of employment, leaves, or benefits by reason of sex, age, race, creed, colour, ancestry, national origin, place of birth, language (except where competence in the language is a *bona fide* occupational requirement), political or religious affiliation or belief, clerical or lay status, citizenship, sexual orientation, physical attributes, spousal status, family relationship, physical or mental ill-health, illness or disability (provided that such condition does not interfere with the ability to carry out the essential duties of the position), or place of residence (except where the place of residence would prevent the carrying out of any part of the required duties).

C) Accommodation

QUFA is committed to accommodating Staff as required by the *OHRC*. Specifically, QUFA has a duty to accommodate Staff with a physical or mental disability, on the basis of family status, and for other human rights grounds, provided that Staff are able to carry out the essential duties of the position once accommodated. Such accommodation shall be reasonable and shall be provided unless there is undue hardship to QUFA, as defined by law, considering the cost, outside sources of funding, if any, and health and safety requirements for QUFA Staff. Accommodation may include, but is not limited to, adjustments to physical work space and modification of work assignments.

The SRC may request that the Staff person provide a medical certificate or other appropriate documentation attesting to their ability to perform their duties. Where medical grounds are asserted, the SRC may request a second opinion from a physician agreed to by QUFA and the Staff person. Reasonable costs associated with acquiring a second medical opinion will be borne by QUFA. All documentation required to assess accommodation will be acquired as soon as possible but not later than three months from the date of the original request.

5. Appointments

A) Continuing Appointments

New QUFA Staff hired to a Continuing Appointment shall be on probation for six consecutive months. One month before the six-month anniversary, a Performance Review (see Appendix E) will be initiated by the SRC. If the appointment is not to be continued after the probationary period, the employee will be given notice in writing of the decision before or by the six-month anniversary date and any payment in lieu of notice as required by the *ESA*.

B) Contractually Limited Appointments

QUFA may engage Staff for specific, short-term needs as required. Staff on Contractually Limited Appointments shall be given contracts of employment that specify their duties, responsibilities, compensation, benefits and rights which may differ from those contained in this Policy.

C) External Contractors Exclusion

QUFA may also engage external providers of services including, but not limited to, website design and hosting, security, office cleaning and maintenance, and legal counsel. External service providers are not QUFA Staff and are not covered by this Policy (except as required by law).

6. Duties and Responsibilities

A) Job Descriptions

The duties and responsibilities of QUFA Staff will be negotiated with each staff and considered as needed at the annual review. They may be revised from time to time by mutual agreement to take into account any changes in QUFA activities or the career development of the Staff person. The ED and affected Staff person will draft changes to the job description which shall then be reviewed for approval by the SRC.

B) Reduced Responsibility

QUFA Staff may request a reduction in responsibilities for professional or personal reasons. The following terms apply:

- i. Application in writing shall be made to the SRC at least three months in advance of the proposed start date outlining the proposed start and end dates of reduced responsibility, the percentage of workload the Staff person wishes to retain, suggestions regarding which duties shall be included, and any other relevant documentation or information.
- ii. The maximum period for reduced responsibility is normally one year.
- iii. The minimum responsibility permitted is one half (50%) of normal duties.
- iv. The SRC shall approve or deny the application, or require amendments based on consideration of the needs of the applying Staff person, the needs and financial capacity of QUFA, and the ability of other Staff to handle additional or revised workload.
- v. A Staff person may end the period of reduced responsibility sooner than agreed by informing the SRC in writing of their intent to do so three months in advance of their desired end date. The SRC shall approve or deny the request based on consideration of the needs of the Staff person, the needs of QUFA and of other Staff, including contractually appointed staff hired to fill in for the reduced responsibility Staff person.
- vi. Salary, benefits, pension contributions, leaves and vacation time (with the exception of days carried forward) will be pro-rated to the proportion of normal duties assigned.
- vii. Salary increases will be calculated on the nominal salary and the actual salary will be increased proportionally.

7. Hours of Work

A) Normal Hours

- i. A normal work week is thirty-five hours divided into five work days, Monday to Friday. See Article 13 (Professional Expenses) for exemptions.
- ii. Staff may start and end their work day within the range of 8am to 6pm, keeping in mind the business needs of QUFA and other Staff schedules. Staff shall inform the ED of their regular daily schedule and of any anticipated semi-permanent or permanent changes to this schedule.
- iii. Staff shall manage their time within the month to complete their work duties, avoid overtime and maintain the 35 hours/week commitment.
- iv. Lateness or early arrivals are made up by one or more of the following ways: altering the end of day time accordingly, taking up to 30 minutes of lunch break, or by accruing compensatory time. See also Article 3(ix) regarding inclement weather.
- v. Staff members are entitled to a one-hour unpaid lunch break and must take at least one 30-minute meal break in the day.
- vi. Travel time to work outside the QUFA office is paid time.
- vii. Staff shall maintain a record of hours of work that includes any extra hours or overtime worked, and any time taken for personal business, vacation and other leaves. This record shall be filed monthly with the ED.
- viii. The QUFA office closes on 10 Fridays from the last Friday in June to the Friday preceding Labour Day. Staff members have the option of working these days or using compensatory or vacation time.

B) Compensatory Time

- i. Compensatory time is earned for time worked in excess of 35 hours but fewer than 44 hours in a work week.
- ii. Normally, compensatory time is earned and counted in half and full-day increments.
- iii. Compensatory time is earned during the work week at a 1:1 ratio.
- iv. Compensatory time earned for work on weekends or holidays shall normally be compensated at a rate of 1:1.5 with the exception of time worked under Articles 7 (B) vii-xi below.
- v. Compensatory time is normally taken within two months of accrual.
- vi. Compensatory time generated by working extra hours should normally not exceed 3 days without consultation with the ED.
- vii. Compensatory time is earned for attending workshops, conferences or meetings that form part of the Staff member's normal work duties at a 1:1 ratio (see Article 13 Professional Expenses).
- viii. If these meetings, conferences or workshops take place after normal work hours or on weekends, Staff will normally offset this time by working fewer hours or days in the week immediately preceding or following the conference or workshop in order to avoid triggering overtime, and this is the default position.

If this is not possible, then a mutually agreeable arrangement can be worked out with the ED.

- ix. The start and end times of these meetings determine time worked. Staff members are not expected to attend after hours social events as part of their work duties and shall not normally be compensated for this time.
- x. Travel time to and from these workshops, conferences, and meetings is work time.
- xi. See Article 9(C)iii and Article 12 for exemptions.

C) Overtime

- i. Overtime is defined as hours worked in excess of 44 in a week.
- ii. QUFA discourages overtime except in extraordinary or emergency circumstances.
- iii. Overtime shall be authorized or requested in advance and in writing (including email) to the ED.
- iv. Staff members have the right to refuse overtime work.
- v. Overtime is compensated at the rate of 1:1.5 for payment or 1:2 for time taken in lieu. The choice of payment or time in lieu is the Staff person's.
- vi. Overtime claims shall be submitted and paid in the month they occur unless a variation has been agreed to as per the Overtime provisions of the ESA or by mutual agreement of the Staff person and the ED.

D) Conciliation, Mediation & Arbitration Special Circumstances

- i. As part of their duties, Staff participate in bargaining and grievance handling proceedings such as conciliation, mediation and arbitration during which the rules laid out above may not be practically applicable.
- ii. When variations from 7 (A) or (B) are anticipated, Staff and the SRC shall come to a mutually agreeable arrangement, normally in advance, for compensation of extra hours.
- iii. If such variations are in excess of ESA limits and are known in advance, an ESA exemption shall be applied for.

8. Salaries

A) Continuing Appointment Staff Salaries

- i. Salaries shall be confirmed in writing with Staff by April 15.
- ii. Salary increases are implemented 1 May of each year following the successful completion of the six-month probation period unless otherwise indicated in the letter of appointment.
- iii. In calculating salaries, Career Development Increments (CDI) are added first and other increases are calculated on the new gross salary.
- iv. CDI is \$1000 per year.
- v. COLA is equal to the Consumer Price Index for the Province of Ontario for the preceding year (as published by Statistics Canada), and is capped at 1.5% pa.

- vi. Payment is made in twelve equal installments, minus legislated, required and voluntary deductions, through Queen's Financial Services, and monthly statements showing all deductions are available online from Queen's HR Services.

B) Continuing Appointment Staff Annual Salary Increases

- i. For the first five years of active service, Continuing Appointment Staff shall receive the greater of:
 - a. 2 times CDI of \$1000 plus COLA as defined in 8(A)v; or
 - b. the ATB negotiated for QUFA members in the Queen's-QUFA Collective Agreement.
- ii. For the next five years of active service, Continuing Appointment Staff shall receive the greater of:
 - a. One CDI of \$1000 plus COLA as defined in 8(A)v; or
 - b. the ATB negotiated for QUFA members in the Queen's-QUFA Collective Agreement.
- iii. Thereafter, Continuing Appointment Staff shall receive the greater of:
 - a. COLA as defined in 8(A)v; or
 - b. The ATB negotiated for QUFA members in the Queen's-QUFA Collective Agreement.

C) Contractually Limited Appointments

- i. Salaries shall be determined according to current market standards for the job description and set out in writing in the employment contract.
- ii. Payment, minus legislated, required and voluntary deductions, is made through Queen's Financial Services and monthly statements showing all deductions are online from Queen's HR Services.

9. Benefits

A) General

Continuing QUFA Staff are entitled to the same Benefits Package as those provided to QUFA members as outlined in the current Queen's-QUFA Collective Agreement. These are administered by Queen's Human Resources. QUFA will pay the employer's share of all benefits on the same terms as are enjoyed by QUFA members. Upon the merger of the Queen's Pension Plan with the University Pension Plan, QUFA will enrol QUFA Staff in the UPP and make any necessary employer contributions to enable this transition.

B) Queen's Employee Assistance Program

Continuing QUFA Staff are entitled to access this program.

C) Tuition Support and Release Time

- i. **For Dependents, Spouses and Partners of QUFA Staff**

- a. Eligibility:
 - i. Dependent children up to age 25 years and spouses/partners of QUFA employees who hold a continuing appointment and have been continuously employed for at least one year are eligible for tuition support payments through this plan.
 - ii. The student must meet the admission requirements of the program and maintain academic standing at the institution where they are registered.
 - iii. Students will be required to provide proof of continuing academic standing at their institution for continuing support.
- b. The tuition support allowance can be applied to full-time or part-time undergraduate, graduate, and professional programs offered for credit at any recognized university, college or technical program associated with a college including online programs associated with an eligible post-secondary organization as set out in the current Queen's-QUFA Collective Agreement (should this benefit be withdrawn from QUFA members, the criteria set out in the most recent Queen's-QUFA Collective Agreement will apply).
- c. Where students undertake study outside Canada and the United States where no recognized accrediting bodies exist, or where students undertake study in discernibly high quality non-university or college based programs, QUFA Staff's application (see (g) below) will be considered on a case-by-case basis.
- d. The maximum allowance under this plan is the greater of \$3,000 CDN or the tuition support enjoyed by QUFA members under the current Queen's-QUFA Collective Agreement of actual tuition costs per student per calendar year (January 1- December 31). QUFA employees who work less than full-time will have their allowance pro-rated to reflect the same percentage as time worked (e.g. 80% time appointment, 80% of \$3000.00 CDN).
- e. The award will be made in two equal installments on or about two of these dates: April 1, August 1 or December 1.
- f. Formal documentation confirming the registration of the dependent/spouse/partner in a valid degree or certificate program will be required each term.
- g. An application form (see Appendix G) establishing the eligibility of a particular program should be submitted to the ED and Treasurer prior to the registration documents.
- h. The tuition benefit is taxable according to the Canada Customs and Revenue Agency and shall be treated as such by the beneficiary (QUFA Staff dependent). The onus is on the beneficiary to address their personal taxation requirements relating to the tuition support.
- i. All executed documents relating to the administration of each individual's tuition benefit will be retained with QUFA's financial records.
- j. Definitions:
 - i. Dependent children: natural, step, common-law or adopted children under the age of 25.
 - ii. Spouse: a legal spouse, or common-law spouse or partner.

- iii. Recognized university or college is an institution that: in Canada is a member of or qualifies for membership in the AUCC or ACCC, and in the United States, conforms to the various general guidelines of accreditation used by American universities and colleges.
- ii. **For Continuing QUFA Staff Enrolled in a Post-Secondary Education Course or Program**
 - a. QUFA is committed to the development of employee skills and abilities and will, wherever feasible, endorse Staff enrolment in academic courses or training courses that will enhance their personal growth or ability to perform their duties.
 - b. Eligibility:
 - i. QUFA employees who hold a continuing appointment and have been continuously employed for at least one year.
 - ii. The Staff person must meet the admission requirements of the course or program and maintain academic standing at the institution where they are registered.
 - iii. Staff will be required to provide proof of continuing academic standing at their institution for continuing support.
 - c. The tuition support allowance can be applied to full-time or part-time undergraduate, graduate, and professional courses or programs offered for credit at any recognized university, college or technical program associated with a college including online programs associated with an eligible post-secondary organization as set out in the current Queen's-QUFA Collective Agreement (should this benefit be withdrawn from QUFA members, the criteria set out in the most recent Queen's-QUFA Collective Agreement will apply).
 - d. The maximum allowance under this plan is the greater of \$3,000 CDN or the tuition support enjoyed by QUFA members under the current Queen's-QUFA Collective Agreement of actual tuition costs per student per calendar year (January 1- December 31). QUFA employees who work less than full-time will have their allowance pro-rated to reflect the same percentage as time worked (e.g. 80% time appointment, 80% of \$3000.00 CDN).
 - e. Program support will be paid in two equal installments on or about two of these dates: April 1, August 1 or December 1. Formal documentation confirming the registration of the employee in a valid degree or certificate program will be required each term. Support for single courses will normally be paid upon proof of successful completion of the course.
 - f. Any additional fees will be the responsibility of the individual Staff person.
 - g. Fees related to non-credit or audited courses are not eligible for tuition assistance and must be paid by the Staff person at the time of registration.
 - h. For graduate programs, the assistance is limited to five years of continuous registration for a master's degree program and seven years of continuous registration for a doctoral degree program.

- i. An application form establishing the eligibility of a particular program should be submitted to the ED and Treasurer prior to the registration documents (see Appendix G).
 - j. Copies of all executed documents and receipts relating to the administration of each employee's tuition benefit will be retained with QUFA's financial records for accounting and auditing purposes.
 - k. The tuition benefit is taxable according to the Canada Customs and Revenue Agency and shall be treated as such by the beneficiary (QUFA Staff). The onus is on the beneficiary to address their own taxation requirements relating to the tuition support.
- iii. **Requests for release time to attend classes**
- a. All requests for release time must be made in writing to the SRC at least three months prior to registration.
 - b. Subject to the approval of the SRC, continuing Staff may normally have a maximum of three hours of paid release time from QUFA work per work week to attend classes to an annual maximum of 140 hours. Where whole days or weeks are required to attend classes or complete course work, up to four weeks (twenty days) may be granted as paid release time per year. For part-time QUFA Staff, release time maximums will be pro-rated to reflect the proportion of time worked in the year in which the release time is taken.
 - c. The SRC will take into account maintaining normal office functioning, the needs of QUFA members and the ability of other Staff to manage any increased workload when reaching its decision to grant release time.
 - d. Requirements for additional release time shall be met using vacation time, compensatory time or personal leave days, or shall be taken as unpaid leave.
 - e. Travel to and from classes, exams or other activities that are covered by this benefit shall not count as work time.
 - f. Time spent pursuing studies sponsored by QUFA under the terms of this benefit shall not be work time for the purposes of counting extra hours or overtime.

D) Dependent Care

- i. For the purposes of this Article, dependent is defined as a person who:
 - a. shares their primary residence with a QUFA Staff person;
 - b. is a parent, grandparent, child, grandchild or sibling of the Staff person by blood, marriage or adoption, or is the Staff person's spouse;
 - c. is under 18 years of age; and/or
 - d. is mentally or physically impaired; and/or
 - e. is over 65 years of age and requires care.
- ii. When a continuing appointment QUFA Staff person with dependent care responsibilities is required to work earlier or later than their customary hours, to work on weekends, or to attend conferences and workshops away from home, expenses incurred for care of their dependent(s) shall be covered up to an annual maximum of \$2,250 CDN.

- iii. Staff members must provide receipts by February 1st for expenses incurred during the previous calendar year but may submit receipts as expenses are incurred throughout the year.
- iv. There are no carryover provisions if the full \$2,250.00 is not used in any given year.

10. Holidays and Vacation

A) Holidays

Continuing Staff are entitled to statutory and Queen's University holidays. Contract Staff are entitled to statutory holidays as defined by the *ESA*.

B) Vacations

i. Continuing Staff

- a. Shall be entitled to one day/month vacation during the first six months of probation.
- b. Upon passing probation, shall be entitled to the following:
 - i. Years 1-3: three weeks or 15 days per year
 - ii. Years 4-6: four weeks or 20 days per year
 - iii. After six years of continuous service: five weeks or 25 days per year.
- c. The entitlement year is 1 May to 30 April and Staff are expected to take vacation in the year of entitlement.
- d. Vacation entitlement will be prorated to the proportion of time worked if less than 100% responsibility. Vacation days carried forward from a previous entitlement period are not subject to pro-rating.
- e. Vacation may be taken at any time during the year, subject to the needs of QUFA, and subject to mutual consent of the Staff person and ED.
- f. Staff will plan vacation time as far in advance as practicable with the ED. Any conflicts over scheduling that cannot be resolved by the ED will be decided by the full SRC.
- g. Up to 10 vacation days and 3 days compensatory time may be rolled over to the next year without permission of the SRC at May 1. The intention of this rule is to allow staff to take advantage of summer Friday closures and to enjoy vacation time during the summer months.
- h. At August 31, only one year's vacation entitlement and up to 3 days compensatory time can be carried forward.
- i. Salary in lieu of vacation time will not be considered except at termination of employment (see Article 20).

ii. Contract Staff:

- a. Shall be entitled to statutory vacation time or payment in lieu as per the *ESA*.

11. Leaves

A) Entitlement

All post-probationary Continuing Staff are entitled to the leaves outlined in this Article and any additional leaves mandated by the *ESA*. All Contract and Probationary Staff are entitled to leaves as mandated by the *ESA* and any leave provisions negotiated at the initiation of employment.

B) Sick Leave

i. Sick Leave

- a. In accordance with the University's Sick Leave Plan and its administrative guidelines which cover both incidental sick leave and short term disability (STD) (see Appendix H), Staff members who are unable to carry out their assigned duties because of bona fide illness or injury are entitled, for each new occurrence, to STD for up to 180 calendar days (roughly six months) or until the end of their appointment, or to incidental sick leave.
- b. If a medical certificate is required to establish the state of the Staff person's health, the ED or SRC Chair shall request it. If the SRC is not satisfied, a second opinion may be sought from a physician agreed to by the SRC and the Staff person. Reasonable costs associated with acquiring a second certificate will be borne by QUFA.
- c. A Staff person on sick leave must complete an application for LTD benefits when the sick leave approaches one hundred and twenty continuous calendar days (roughly four months). Application forms will be sent by regular mail from the QUFA office to the home address.
- d. If a Staff person has applied for LTD benefits, but coverage has not been confirmed prior to the expiry of Sick Leave (180 days), the Staff person may apply to the SRC for an extension of paid or unpaid Sick Leave until LTD coverage has commenced or has been denied (after appeal).

ii. Return to Work

- a. After a sick or disability leave of ninety calendar days (13 working weeks) or longer, Staff shall provide a medical certificate attesting to their ability to return to work and outlining any accommodations required. This certificate will normally be submitted two weeks in advance of the anticipated return date to avoid delaying the return date.
- b. The SRC may request a second opinion from a physician agreed to by the SRC and the Staff person. Reasonable costs associated with acquiring a second medical opinion will be borne by QUFA.
- c. During any delay in returning to work instigated by QUFA or required in order to accommodate returning Staff, Staff will remain on leave.

C) Bereavement Leave

- i. In the event of a death in a Staff person's immediate family, the Staff person shall be entitled to five working days paid Bereavement Leave.
- ii. *Immediate family*, for the purposes of this leave, is defined as child, sibling, parent, grandparent, or grandchild by blood, marriage or adoption, or spouse, or any other person close to the Staff person.
- iii. Where the burial of an immediate family member occurs out of town, leave with pay may be extended to cover reasonable travel time.
- iv. At the death of a spouse or child, and at the request of the Staff person, leave with pay may be extended a further ten days.

D) Caregiving Leave

- i. In the event of grave illness or injury and risk of death (as defined by Employment Insurance Guidelines, <https://www.canada.ca/en/services/benefits/ei/caregiving.html>) in a Staff person's immediate family that requires absence from work to provide care for that family member, the Staff person shall be entitled to Caregiving Leave with Pay for up to six work weeks (30 work days) for each new occurrence of grave illness or injury and risk of death among immediate family members. While each case will be reviewed on its own merits, the general principle is that if the family member's new illness or injury would qualify for a new period of EI Caregiving Benefits, the Staff person could be eligible for six weeks of caregiving leave with pay in connection with that new illness or injury.
- ii. Caregiving Leave may be taken continuously or in shorter periods (days, weeks) as needed.
- iii. The Staff person shall request the leave in writing to the ED with sufficient particulars and medical documentation to enable the SRC to make a proper assessment of the request for leave.
- iv. Staff are encouraged to apply for EI Caregiving Benefits as soon as they commence a paid Caregiving Leave. The paid benefit covers the EI waiting and processing period of 28 days.
- v. If the Staff person qualifies for EI Caregiving Benefits, SRC will grant an unpaid leave for the period during which EI Caregiving Benefits are received.
- vi. If the Staff person exhausts paid Caregiving Leave and the EI Caregiving Benefit limits and requires more time to care for an immediate family member, they may apply to the SRC for an extension of unpaid leave. Medical documentation detailing expected prognosis will be required to process this request. SRC will consider the request while balancing the needs of all Staff and QUFA members.

E) Personal Leave

- i. Staff members are entitled to three paid personal leave days per entitlement year (1 May-30 April). This entitlement is prorated to time worked if staff are on a reduced responsibility appointment.
- ii. Staff shall notify the ED of dates of personal leaves as far in advance as practicable.

- iii. Personal leave must be taken in full or half day increments.
- iv. Unused paid personal leave days cannot be carried forward and have no cash value.
- v. Additional unpaid leave for personal reasons may be requested in writing from the SRC.

F) Child Care Leaves

Staff members are entitled to all child care leaves negotiated for QUFA members as per the current Queen's-QUFA Collective Agreement and any additional child care leaves required by law.

G) Court Leave

Upon application to the SRC, Staff shall be granted a paid leave up to 20 days/year when the Staff person:

- i. is called for jury duty;
- ii. is subpoenaed as a witness; or
- iii. is required to attend court as defendant, respondent or accused.

This provision applies to courts of justice or to any other bodies in Canada with the power to compel witnesses before it. Should court proceedings extend beyond 20 working days, the Staff person will notify the SRC and will be granted a leave of absence without pay for the duration of the court proceedings.

A Staff person who is involved in a legal action commenced by the Staff person and who intends to be absent in connection with that purpose shall apply to the SRC for a leave of absence with or without pay.

H) Negotiated Leave of Absence

- i. Upon submission of a written request to the SRC, outlining reasons for and length of leave, Staff may be granted an unpaid leave of absence of up to one year in any six year period.
- ii. The SRC will take into account maintaining normal office functioning, the needs of QUFA members and the ability of other Staff to manage any increased or revised workload when reaching its decision to grant a leave of absence.
- iii. A Staff person may end the negotiated leave of absence sooner than agreed by informing the SRC in writing of their intent to do so at least one month in advance of the desired end date. The SRC shall approve or deny the request based on consideration of the needs of the Staff person, the needs of QUFA and of other Staff, including contractually appointed staff hired to fill in for the Staff person on leave.

I) Benefits during Leaves

- i. Paid leave does not affect the continuation of benefits nor the normal payment of premiums by Staff and QUFA.
- ii. A Staff person on any form of unpaid leave may continue coverage under the group benefits plans by making appropriate arrangements to pay both the Staff person's and QUFA's share of the premiums.

- iii. Staff who are members of the Pension Plan who are on any form of paid, partially paid or unpaid leave, shall have the option of making their pension contributions based on their regular salary with or without reduction for the leave.
- iv. Where the Staff person has elected to continue making pension contributions, the Employer shall continue to make its corresponding contributions according to the terms of the Pension Plan.

12. Professional Expenses

A) Guiding Principles

QUFA recognizes the importance of participation in workshops, conferences and other meetings organized by affiliate organizations (OCUFA, CAUT, COFAS) and others for Staff competence and expertise, and for the maintenance of professional networks. QUFA acknowledges that attendance at these events can provide a refreshing break from daily routine while requiring the sacrifice of family or personal time and alteration of regular schedules for participants. QUFA also recognizes its duties to QUFA members whose dues fund participation.

B) General Practices

When QUFA pays Staff professional expenses in any way (leave time, registration costs, travel, accommodation etc), the following shall apply:

- i. Staff members shall follow the same protocols for pre-approval and reimbursement of expenses covered as are applied to QUFA Volunteers and members (see Appendix E).
- ii. Staff members shall report back on the event to appropriate QUFA bodies as required and copy their reports to the SRC. This includes oral and/or written reports to QUFA committees, Council, General Meetings and/or notices to Members by email, on the website or through any QUFA publication.

C) Pre-Approved Professional Expenses

The following workshops, conferences and meetings are supported by QUFA and require no further approval by the SRC. Staff members are encouraged to attend as outlined below. Time spent at these events and in travel to and from is work time as defined in Article 7.

- i. **COFAS:** QUFA shall cover the costs for up to two Staff members to attend the annual meeting of COFAS. Staff shall decide on a schedule of attendance. Any dispute arising from these discussions shall be resolved by the SRC.
- ii. **CAUT Council:** The ED will normally attend these meetings.
- iii. **OCUFA Collective Bargaining Committee:** A Member Services Officer will normally attend all meetings of this committee.
- iv. **OCUFA Grievance Committee:** A Member Services Officer will normally attend all meetings of this committee.
- v. **OCUFA Board Meetings:** The ED will normally attend these meetings.
- vi. **OCUFA Faculty Association Staff Workshop:** OCUFA covers the costs for up to two participants per association. QUFA will cover the costs for one additional Staff to

attend this bi-annual meeting. Staff shall decide on a schedule of attendance. Any dispute arising from these discussions shall be resolved by the SRC.

D) Professional Expenses Requiring Approval from the SRC

The following workshops, conferences and meetings may be supported by QUFA and require advanced approval by the SRC. Staff wishing to attend shall communicate this to the SRC in advance and in writing including the value of the event for QUFA, estimated duration and costs. In deciding whether to approve a request, the SRC will take into account the budget for travel and professional expenses, equitable treatment of Staff and Staff workload, and the value of the event for Staff and QUFA, in addition to the principles outlined in 12(A) above. The SRC will respond to the request in writing.

- i. CAUT Senior Grievance Officer's Workshop
- ii. CAUT Chief Negotiator's Workshop
- iii. Lancaster House Conferences (Bargaining, Pension, Health & Safety etc.)
- iv. CAUT or OCUFA Special Topic Conferences and Workshops
- v. Other Conferences or Workshops
- vi. Other Courses and Lectures

In considering these activities, the SRC has the right to offer none, any or all of the following forms of support to Staff:

- i. Paid time away from the office during normal work hours;
- ii. Paid travel time during normal work hours;
- iii. Compensatory time at a ratio of 1:1 for weekend days and weekend travel;
- iv. Travel expenses;
- v. Accommodation;
- vi. Per Diems;
- vii. Costs of registration or tuition (also see Article 9(C)).

13. Annual Performance Review

In the spring of each year, the SRC will initiate and conduct a performance review for each Staff person following the protocol in Appendix D. The Staff person's final self-evaluation, the SRC's final response and the letter summarizing the meeting, salary for the next year and any actions assigned will form part of the Staff person's Employee File.

14. Progressive Discipline

- i. The SRC shall determine when discipline is warranted.
- ii. Discipline shall be progressive with the aim of being corrective.
- iii. Staff members may be disciplined only for just cause.
- iv. The appropriateness of any disciplinary measure rests on both the cause and any relevant prior imposition of discipline.
- v. Disciplinary measures will normally follow these steps unless the nature of the misconduct warrants escalating the discipline:

1. Meeting with the ED and/or Chair of the SRC;
 2. Letter of Warning and meeting with the ED and/or Chair of the SRC;
 3. Letter of Reprimand and meeting with the SRC;
 4. Suspension with Pay;
 5. Dismissal for Cause.
- vi. Staff members have the right to be accompanied by an ally of their choice in any disciplinary proceeding.
 - vii. Disciplinary actions will be noted in writing and kept in the Staff person's Employee File for not longer than 48 months unless subsequent disciplinary actions pertain to the same type of misconduct. The Staff person will be given copies of any disciplinary documents in their file and will be offered the opportunity to respond in writing to the discipline and have that response included in their file.
 - viii. Measures taken to coach a Staff person or correct problems including mandatory training or re-training and temporary alteration of duties shall not be deemed disciplinary.

15. Grievance

- A) Disputes will be dealt with expeditiously and confidentially, ensuring that the rights and the dignity of the complainant(s) and respondent(s) are protected.
- B) Respondents to the complaint could be other QUFA Staff or QUFA Members. If respondent(s) include the Chair of the SRC or the President, then another member of the SRC will be chosen as a substitute representative of the employer for this process. If this is not possible, then a member of the Executive Committee will be chosen as a substitute representative of the employer for this process.
- C) **Step One: Informal Meeting**
 - i. The complainant(s) staff member(s) will arrange an informal meeting with the SRC Chair within 15 working days of the incident or issue giving rise to the grievance, or the date the complainant(s) ought reasonably to have known of the matter.
 - ii. The complainant(s) may be accompanied by an advisor of the complainant's choosing.
 - iii. The SRC Chair may be accompanied by an advisor of the Chair's choosing.
 - iv. At the meeting, the complainant will describe the situation to the Chair and they will discuss possible solutions or next actions, including a time frame within which such actions should be completed.
 - v. If the matter is resolved at this stage, no written documentation is necessary.
 - vi. The complainant will indicate their intent to move to Step Two by notifying the Chair within five working days after the Step One Meeting.
 - vii. This deadline can be held in abeyance by mutual agreement of the complainant and SRC Chair if action is being taken to resolve the situation.

- viii. Either the complainant or the SRC Chair may decide that the matter cannot be resolved and shall notify the other of this decision in writing. In this case, the five working days begins at the time of the written notice.

D) Step Two: Formal Meeting

- i. To initiate Step 2, the complainant(s) shall, within 5 working days of the Step One Meeting (or later as described above):
 - a. state the grievance or dispute in writing;
 - b. refer to the clause in this Employment Policy which is alleged to have been violated or improperly applied, and/or refer to the act or omission which is being disputed;
 - c. summarize the facts giving rise to the violation or dispute; and
 - d. state the relief or remedy sought.
- ii. A formal meeting between the complainant and the President will be held within five working days of notification.
- iii. The complainant(s) may be accompanied by an advisor of the complainant's choosing.
- iv. The President may be accompanied by an advisor of the President's choosing.
- v. At the meeting, the complainant(s) will describe the situation to the President and they will discuss possible solutions or next actions, including a time frame within which such actions should be completed.
- vi. The President shall deliver a decision on the grievance, in writing, to the complainant(s) within fifteen working days of the meeting.

E) Step Three: Mediation (Optional)

- i. Mediation is optional by agreement between the complainant(s) and QUFA.
- ii. The role of the mediator will be to determine the facts, to ensure both the complainant(s) and the respondent(s) have an opportunity to explain the issues, and to assist them to reach a mutual agreement. Where agreement cannot be reached, the mediator may recommend a non-binding solution.
- iii. The mediator will be jointly selected by the parties. The costs, if any, of the mediator will be paid by QUFA.

16. Employee Files

- i. Employment records shall be maintained for all QUFA Staff as required by law.
- ii. Documents pertaining to terms of employment, annual performance reviews, the results of discipline (as per Article 14), or grievance (as per Article 15) processes, and any other documentation required or permitted by this Policy (including appendices) shall be included in the Staff file.
- iii. Staff members may see their files at any time by submitting a request to the ED.
- iv. Staff files shall be subject to QUFA's Document Retention Policy as amended.

17. Conflict of Interest and Reasonable Apprehension of Bias

- i. An actual or apparent conflict of interest or reasonable apprehension of bias arises when a Staff person is placed in a situation where their personal interest, financial or other, or that of an immediate family member (spouse, partner, sibling, parent, child) or of a person with whom there exists, or has recently existed, a personal, intimate or financial relationship, conflicts, or appears to conflict, with the Staff person's responsibility to QUFA.
- ii. Staff members are expected to avoid actual and apparent situations of conflict of interest or reasonable apprehension of bias.
- iii. Any actual or apparent conflict of interest or reasonable apprehension of bias should be disclosed to the SRC.
- iv. The SRC shall consult with the Staff person and any other appropriate persons to determine whether a conflict or bias exists and act appropriately to deal with it. Such actions may include, but are not limited to, re-assignment of duties including committee support and directing the Staff person to recuse themselves from specific discussions or decisions.

18. Confidentiality

Due to the private and sensitive nature of QUFA's work on behalf of members and with Queen's University, Staff agree to sign a Confidentiality Agreement as a condition of employment (see Appendix F).

19. Indemnification

QUFA maintains a Directors and Officers Liability Insurance Policy which shall include all Staff members in its coverage.

20. Termination of Employment

A) Resignation

- i. Staff who decide to resign will normally notify the SRC in writing at least four weeks in advance of the termination date.
- ii. The letter of resignation shall specify the effective date of resignation.
- iii. Once accepted, the resignation is binding on QUFA and the Staff person and cannot be changed except by mutual agreement.

B) Involuntary Termination

- i. If employment is terminated by QUFA for any reason, the greater of 50%+1 or seven sitting members of the Executive Committee must have voted in favour of the decision.
- ii. Written notice of termination shall come from the Executive Committee.

- iii. Unused vacation time (prorated to the proportion of the entitlement year worked with the exception of days carried forward), compensatory and overtime shall be paid at the time of termination.
- iv. Without Cause:
 - a. Time absent from work negotiated under Article 11(H) (Negotiated Leave of Absence), shall not count toward service for the purposes of this sub-clause. The notice and pay in lieu accrued at the initiation of the Negotiated Leave shall be honoured for the duration of the leave and upon return to work.
 - b. Staff will be given reasonable notice or pay in lieu.
 - c. Employer benefits and pension contributions shall continue for the notice period.
- v. For Cause: Staff terminated for cause shall be given notice or pay in lieu as required by the *ESA*.

C) Retirement

- i. Staff members who decide to retire will normally notify the SRC in writing at least eight weeks in advance of the retirement date.
- ii. The letter must specify the effective date of retirement.
- iii. Once accepted, the termination of employment is binding on QUFA and the Staff person and cannot be changed except by mutual agreement.
- iv. Retirement packages offered to QUFA members may be offered to QUFA Staff members on the same terms conditional on QUFA's ability to pay and to meet its obligations to QUFA members and remaining Staff.

21. Maintenance & Modification of this Policy

- i. Upon signing, this policy and its appendices are binding on QUFA and Staff.
- ii. All Staff covered by this policy will be given a copy of it with the offer of employment (or subsequently as required) and will be asked to sign acknowledgement of the terms herein.
- iii. All members of the Executive Committee will be given copies of the current policy as part of their annual training.
- iv. Any part of the general policy may be amended at any time by mutual agreement between QUFA and all continuing Staff.
- v. Appendices may be amended from time to time by mutual agreement. Any housekeeping changes to the language contained in the main policy by these amendments to appendices will not constitute a substantive modification of the policy. The policy will be updated to reflect these changes and recirculated to Staff and the Executive Committee.
- vi. Any changes to statute employment law that modify this policy shall be deemed to be in force. The policy will be updated to reflect these changes and recirculated to Staff and the Executive Committee.

For QUFA:

Kayll Lake (Chair of SRC & Past President)

Date

Staff:

Elizabeth Polnicky

Date

Leslie Jermyn

Date

Micheline Waring (Contract)

Date

Peggy Smith (Contract)

Date

Appendix A: Fire & Evacuation Protocols

If you discover a fire or smell smoke:

- Pull the closest fire alarm.
- Dial 36111 (external 613-533-6111) from a safe location on any campus telephone or use the blue light or yellow emergency telephones to give Campus Security all the pertinent facts.
- You might try to put out the fire using existing equipment - use your best judgement
- If the fire does not go out or spreads, leave the area immediately.
- Close all doors.
- Assist people with disabilities or children, as required.
- Leave the building by the nearest safe exit including second floor windows.
- Wait outside the building as directed by security or the Fire Department.

If you are trapped:

- Dial 36111 (external 613-533-6111) to notify security.
- Place towels/clothes (wet if possible) at the bottom of the door.
- Open windows, if possible.
- Stay close to the floor if there is a lot of smoke

Be Prepared:

- Know the location of the fire exit, fire alarm, and fire extinguisher closest to your office.
- Familiarize yourself with the procedures below, so that you are generally prepared in case of a fire.

Using an Extinguisher: Think "PASS":

- Pull the safety pin at the top of the extinguisher.
- Aim the nozzle/hose at the base of the flames
- Squeeze or press the handle.
- Sweep from side to side at the base of the fire until it is out.

Our Fire Extinguisher is Type ABC for paper and wood, flammable liquids such as gas, oil, paint, use for electrical fires involving wires or appliances.

If your clothes catch fire:

- Stop whatever you are doing.
- Drop to the ground.
- Roll to smother the flames. If someone else's clothes catch fire, have them stop, drop and roll. Try to smother the flames with a piece of clothing.

QUFA OFFICE
9 St. Lawrence Avenue
EMERGENCY EVACUATION PLAN
Normally, no one is working in our offices
before 7:30 am nor past 6 pm.

We have two smoke detectors, one at the top of the basement stairs and one at the top of the stairs to the second story. These smoke detectors are hardwired to our security system.

We have two fire extinguishers, one at the back door in the kitchen and one in the front foyer next to the coat rack.

The folding ladder on the second floor is located in the shower stall of the second floor bathroom.

In the event of a fire alarm in the QUFA Office, the following procedures are to be followed by staff or volunteers.

During the day, the Office Administrator will instruct staff and visitors to exit from the first floor through either the front or rear doors. The Executive Director will instruct staff and visitors on exiting from the second floor using the staircase if possible or via the porch overhang through the front windows.

All staff are to meet at the parking pad at the rear of the building to be accounted for. In the event this area is unsafe, staff shall regroup near the front of the Rideau Building at the corner of St. Lawrence and Stuart Street.

NO ONE CAN RETURN TO THE BUILDING UNTIL AN ALL CLEAR SIGNAL HAS BEEN GIVEN BY SECURITY OR THE FIRE DEPARTMENT TO THE MOST SENIOR STAFF PERSON PRESENT.

Appendix B: Prevention & Reporting of Harassment & Violence in the Workplace Protocol

Prevention & Reporting of Harassment and Violence in the Workplace

The intention of this protocol is to facilitate prevention of and timely intervention in situations of harassment or violence affecting QUFA staff.

Definitions of Workplace Violence & Harassment Awareness

Workplace Violence & Harassment Awareness

Queen's University endeavours to promote the highest possible level of safety and security in all of its areas, the ultimate result being a study, living and working environment free from violence, threats of violence, harassment, intimidation and other disruptive behaviour. While violent acts are not pervasive at Queen's, no university is immune from such behaviour. All members of the Queen's community share the responsibility to create and maintain an environment free from harassment and violent behaviour.

In order to comply with amendments made to the Occupational Health and Safety Act (Bill #168), Queen's University has defined procedures to protect employees from workplace violence and harassment.

"Workplace Harassment" defined:

- *Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.*
- *The comments and/or conduct typically happen more than once. They could occur over a relatively short period of time (for example, during the course of one day) or over a longer period of time (weeks, months or even years).*

Harassment may be expressed verbally or physically, by commission or omission, is usually coercive, and it can occur as a single incident or on a repeated basis. It degrades, demeans, humiliates, intimidates, undermines or destroys the character or confidence of an individual or group of individuals. This is often carried out by an individual who ought reasonably to have known that their actions are unwelcome or unwanted, but it can also be an aspect of group behaviour. It comprises actions, attitudes, language, or gestures which the harasser knows or reasonably ought to know are abusive, unwelcome, or wrong. Harassment can be considered violence if the psychosocial impact is severe enough to warrant such a characterization.

Some examples of workplace harassment may include but are not limited to:

- Unwelcome remarks, jokes, innuendos, taunts or other discriminatory communication in any media (for example, cyberbullying);
- Insulting or malicious gestures or practical jokes which cause someone embarrassment or discomfort;

- Ridiculing, degrading or expressing hatred or intolerance, whether verbally, in writing or physically;
- Display of offensive material/pictures or graffiti;
- Placing unreasonable limitations on someone because of a perceived need (e.g. disability, pregnancy, etc.);
- Leering (sexually suggestive staring);
- Defamation of religious imagery;
- Mockery of religious practices, customs or religious wear;
- Demands for sexual favours;
- Unnecessary physical contact such as touching, patting or pinching;
- Making comments about one's appearance or personal life; or,
- Expressing or promoting racial hatred.

Some examples of bullying and personal harassment include but are not limited to:

- Abusive and offensive language;
- Insults;
- Unwelcome teasing;
- Spreading rumour or innuendo;
- Unfair blame for mistakes;
- Exclusion;
- Intimidation;
- Humiliation;
- Practical jokes;
- Outbursts or displays of anger directed at others;
- Targeting of an individual through persistent, unwarranted criticism;
- Belittling opinions or suggestions; or,
- Public criticism that is objectively identifiable to a reasonable observer in the same circumstances as being criticism, and not merely comment.

Context is important in understanding bullying, particularly verbal communication. There is a difference between friendly insults between long-time work colleagues and comments that are meant to be, or are taken as demeaning.

Some examples of sexual harassment include but are not limited to:

- Unwelcome sexual solicitations, flirtations or advances;
- Sexually suggestive comments, gestures, threats or verbal abuse;
- Sexual assault which includes unwarranted touching or physical contact of a sexual nature or coerced consent to sexual contact;
- Inappropriate display or transmission of sexually suggestive or explicit pictures, posters, objects or graffiti;
- Leering, compromising invitations or demands for sexual favours;

- Degrading, demeaning or insulting sexual comment or content, including unwelcome remarks, taunting, jokes or innuendos about a person's body, sexual orientation or sexual conduct;
- Misuse of position or authority to secure sexual favours;
- Persistent, unwanted attention or requests for sexual contact after a consensual relationship has ended; or,
- A course of sexualized comment or conduct that interferes with the dignity or privacy of an individual or group.

This policy is not intended to interfere with ordinary social or personal relationships among members or staff of the Association or impinge on normal expectations of privacy. Consensual relationships are not examples of sexual harassment.

Some examples where supervisory authority veers into harassment include but are not limited to:

- Unjustified discipline or undervaluing of work;
- Withholding vital information;
- Setting up individuals to fail;
- Monitoring movements without justification;
- Removing areas of responsibility without justification;
- Making conditional or appearing to make conditional employment, or other services, benefits, opportunities or facilities upon performance unrelated or irrelevant to the employment status of the one supervised, even where it does not have the intention or effect of benefiting the supervisor in question.

"Workplace Violence" defined:

- *The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;*
- *An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;*
- *A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.*

Workers, students, customers, strangers, visitors to the campus or patients can introduce violence into the workplace.... Information on the policy against "Workplace Violence" can be found at: <http://www.safety.queensu.ca/violence/>.

"Domestic Violence" in the Workplace defined:

Intimate partners (past or present), family members or friends may use violence or threats of violence against a worker. This kind of violence may also be known as "Domestic Violence" or "Family Violence". "Domestic Violence" is considered "Workplace Violence" when it occurs in the workplace.

Domestic violence is widely understood to be a pattern of behaviour used by one person to gain power and control over another person with whom they has or has had a personal relationship. This pattern of behaviour may include physical violence, sexual, emotional, and psychological intimidation, verbal abuse, stalking, and using electronic devices to harass and control.

Prevention and Reporting Protocols for QUFA Staff

1. General Protocols

- An up-to-date list of emergency numbers for the Queen's campus should be posted prominently in all QUFA staff offices, the boardroom, the kitchen, and the foyer.
- New staff should be informed immediately about the emergency alert buttons connected to Queen's Emergency Centre which are located on every staff member's desk (except in the fourth office upstairs).
- QUFA Staff often work outside the office in meetings around campus and beyond. As much as practicable, these principles shall apply to those work spaces as well.
- When a staff member is working alone in the office early or late in the workday or on Fridays in the summer, or on rare occasions during the weekend, the doors will normally be kept locked.
- When all staff are working upstairs, out of view of the exits, the doors will normally be kept locked.
- If a staff member must meet with someone about whom they have safety concerns, the meeting shall only be scheduled at a time when someone else is in the office. The Executive Director and other staff will be informed about these concerns.

2. Workplace Harassment & Violence

The objective of these reporting protocols is to attempt to prevent harassment and violence in the first instance and to respond to harassing or violent situations as quickly as possible. Staff should report all incidents, threats or suspected risks of harassment and violence. Reports should be made to any of the following people as appropriate to the situation:

- Executive Director
- Chair of Staff Relations
- QUFA President
- Staff Relations Committee

QUFA Staff interact with a wide range of people including Volunteers (active Members of the Bargaining Unit), other Bargaining Unit Members, Queen's Staff and administration, external service providers, students and strangers. If QUFA Staff are concerned about a behaviour or pattern of behaviour involving any of these groups, they should discuss their concern as soon as practicable with any of the people listed above as appropriate.

Any situation that escalates to a threat of violence should be reported to Campus Security and 911 immediately. A full report of this type of incident should be made to the Executive Director and the Staff Relations Committee as soon as practicable in order to instigate a review

of this protocol and the safety measures in place in the workplace. Additional security measures may be required to eliminate the future risk of violence.

If a report of harassment, violence or threat of violence is made, the Executive Director, Chair of Staff Relations or the Staff Relations Committee will launch an investigation as per the *QUFA Protocol on Investigating Workplace Harassment and Violence*.

3. Domestic Violence in the Workplace:

Protocols for QUFA Staff while at work whose domestic situation presents the threat of domestic violence:

- If a partner/family member of any QUFA Staff member appears at work to threaten her or his safety, witnesses should call 911 and Campus Security immediately.
- If QUFA Staff believe their security is at risk due to a colleague's domestic situation, they should report this to the Executive Director or Chair of the Staff Relations Committee.
- If a QUFA Staff person is in a relationship which might result in domestic violence in the workplace, they are advised to alert other staff, the Executive Director or the Chair of the Staff Relations Committee in order to devise a strategy to protect them and other Staff members at work. They are also advised to alert Campus Security and the Kingston Police.

Reports should be made to any of the following people as appropriate to the situation:

- Executive Director
- Chair of Staff Relations
- QUFA President
- Staff Relations Committee

Any report of violence or threat of violence will instigate a review of this protocol and the safety measures in place in the workplace. Additional security measures may be required to eliminate the future risk of violence.

4. Additional Security Measures

Pending the outcome of review of this protocol and/or any formal investigation, the following measures may be invoked to ensure the security of QUFA staff at work:

- Reorientation of staff hours;
- Suspension of access to the QUFA office for those found to be harassing, threatening or harming QUFA Staff;
- Restriction or elimination of access to QUFA staff in person or by email or telephone;
- Moderation of communications among complainant(s) and respondent(s);
- Temporary re-assignment or reorganization of QUFA Staff duties;
- Training such as Human Rights Awareness, Anger Management etc. for Staff and Volunteers;
- Increased physical security measures in the office;
- Other necessary adjustments in the daily functioning of the QUFA office that may be required to ensure Staff physical and psychosocial health.

5. Review

- All new QUFA Staff will be advised of this protocol.
- A copy of the protocol will be posted in a visible place in the QUFA office.
- The protocol will be reviewed with QUFA Executive Members at their Annual Retreat and form part of Executive Training.

Appendix C: Harassment & Violence Investigation Protocol

This appendix lays out roles and responsibilities and then includes procedures for workplace investigations. The procedures for workplace investigations is not limited to situations of alleged harassment or violence, but can also be used for any other workplace situation requiring investigation.

1. Roles and Responsibilities

Everyone involved with QUFA has responsibility for creating and maintaining a productive, safe, and secure workplace.

Anyone who witnesses any violation of the Staff Relations Policy, health and safety rules, or legislation is responsible for bringing it to the attention of the Staff Relations Committee Chair as quickly as possible so that the situation can be dealt with in a timely fashion. Allowing such situations to continue usually increases negative consequences, may be illegal and could culminate in work stoppage. No individual shall face reprisal for making a complaint in good faith. Persons who engage in reprisals or threats of reprisal may be disciplined.

The Executive Committee has charged the Staff Relations Committee with overseeing employment matters. The SRC is responsible for understanding all policies and rules governing the maintenance of healthy and safe workplaces and for communicating these to other Volunteers and to Staff. Communication will include posting these appendices at the QUFA office and on the QUFA website, inclusion in the QUFA Executive Binder and distribution to QUFA Council Representatives, and any other form of communication that seems reasonable and will convey the seriousness with which the Association treats such matters, including training at the annual Executive Retreat.

Once allegations have been brought to the SRC Chair, the Chair will determine whether to investigate and how to deal with all incidents and complaints in a fair and timely manner while respecting the privacy of all concerned as much as possible.

Nothing in this Protocol or Policy prevents or discourages Staff members from filing an application with the Human Rights Tribunal of Ontario on a matter related to Ontario's Human Rights Code within one year of the last alleged incident. Staff members also retain the right to exercise any other legal avenues that may be available.

2. Workplace Investigation Procedures

If an allegation of wrongdoing is presented, the SRC will consider the following in determining how to resolve the situation:

- Whether the situation is an emergency
- Whether the situation has existed for a short or a long period of time
- How complicated the situation appears to be
- How many people are involved
- What the fallout might be if the allegations are true

All reasonable steps shall be taken to ensure the physical and psychosocial health and safety of all Staff and Members of the Association during the investigative process. In the case of interpersonal conflict, this may involve separating people some or all of the time. This will be done in the least intrusive way possible, with input from those individuals. If it becomes necessary to do so, the SRC has the power to remove any individual(s) from the workplace if it is determined that a person's continued presence poses a risk to health and safety. These measures remain in place until such time as there is decision regarding whether and how to address or to remedy the situation. This will be accomplished in as fair a manner as possible in the circumstances.

The Staff Relations Committee, in consultation with Staff, will monitor the effectiveness of this Protocol on an ongoing basis.

Informal Resolution

The ED or SRC Chair (or designate) will arrange meetings with each identified Staff member or Volunteer within 15 working days of the report of an incident or issue giving rise to the workplace concern, or the date the employer ought reasonably to have known of the incident or issue giving rise to the concern. If these measures are enacted in the absence of a complaint from the alleged target of harassing, bullying or violent behaviour, that person will be advised of the allegation.

At the meeting, the ED or SRC Chair (or designate) will describe the situation that has come to the employer's attention and discuss possible solutions or next actions, including a time frame within which such actions should be completed.

If the matter is resolved at this stage, no written documentation is necessary.

If the matter is not resolved at this stage or if the situation giving rise to the workplace concern persists, the SRC will decide whether to initiate a workplace investigation on its own initiative or as soon as possible following a request from an affected Staff member.

Investigative Process

Whether an investigation is to be conducted internally or externally will be determined by the SRC. Any investigation, whether conducted by someone within the QUFA Membership or external to it, shall be conducted by someone who has the experience and skills to competently undertake an investigation in a manner that is fair and would be legally defensible.

An internal investigation shall be conducted by a Member not on the Executive at the time of the investigation. An external investigation shall be conducted by someone who is neither an employee nor a student of Queen's University at the time of the investigation.

If the SRC decides to initiate a workplace investigation, it will inform the affected Staff member(s) and Volunteer(s) in writing. That notice will include a summary of the facts and/or allegations that led to the need for an investigation, the name of the investigator, the need for

confidentiality, and the right of the Staff member or Volunteer(s) to be accompanied by a support person.

The investigator shall be given a mandate by the SRC that is appropriate to aid in resolving the issue giving rise to the investigation. The affected Staff member(s) and Volunteer(s) will be given an opportunity to review the mandate and give input, but the SRC has final say over the scope of the investigation. The mandate shall be finalized as soon as practicable following the Staff member(s) being informed of the need for an investigation.

Any support person accompanying Staff or Volunteers to investigation meetings must also respect the confidentiality of the process and will be told this by the investigator.

As soon as practicable following agreement on the mandate, the investigator will begin collecting relevant documentary and viva voce evidence from all affected Staff member(s) and Volunteers who might be involved in the incident or issue giving rise to the need for an investigation.

The investigator shall prepare and submit a written report in a timely fashion following the conclusion of the investigation to assist the SRC in its decision-making process.

Staff and Volunteers whose evidence is used in the report shall have an opportunity to read it, with any necessary redactions to protect privacy and confidentiality of participants, and to comment on it in person or in writing before the SRC makes its decisions on next actions.

Once those comments have been received, the SRC will communicate its decision and any next actions in writing to the Staff member(s) and Volunteers affected by the decision or actions.

Appendix D: Annual Performance Review Protocol

Performance Evaluation

In order to provide concrete feedback and enable continuity and consistency across staff members, the following is the process for annual evaluations:

- staff prepare an initial self-evaluation document well in advance of the meeting (see below for structure);
- SRC prepare an initial written response to that document that is shared with the employee in advance of the meeting (also outlined below);
- these two documents form the background for a meeting at which either party can revise their submission before it is entered into the Employee’s File;
- meeting notes that capture agreed-upon actions or decisions or proposals for future actions be drafted into a letter that is given to the employee and entered into the File;
- at the 6-month mark (or before if the employee so chooses), the ED and staff member (or the ED & SRC in the case of the ED) review the letter and revise actions if necessary.

Timeline: The goal is to complete all staff reviews by the beginning of June while giving the SRC time to consider self-evaluations and the outcomes of meetings in order to prepare responses.

Time Frame	Stage	Actions
By April 31st	Initial Preparation	<ul style="list-style-type: none"> • Staff prepare Self-Evaluations (form below) & share them with ED
		<ul style="list-style-type: none"> • ED requests evaluative input from others for each staff in April
May 1-15	Secondary Preparation	<ul style="list-style-type: none"> • ED/SRC meet to review above and prepare written response to staff which is shared with them by May 15th
May 16-31	Meeting & Letter	<ul style="list-style-type: none"> • Meetings with staff to discuss above documents
		<ul style="list-style-type: none"> • ED/SRC prepare final letter to capture actions agreed upon in the meeting; revise employer written evaluation if necessary
		<ul style="list-style-type: none"> • Staff revise self-evaluation if necessary
June 1-15	Completion	<ul style="list-style-type: none"> • All documents assembled with copies to staff and File
Nov 15-Dec 15	Review	<ul style="list-style-type: none"> • ED reviews action items with staff or SRC reviews action items with ED – changes are noted in the file

Staff Self-Evaluation Format

1. In the past year, has your work for QUFA aligned with your job description?
 - Yes
 - Mostly
 - No

If you answered ‘mostly’ or ‘no’, please explain.

2. Please indicate your sense of what occupies most of your time. You may do this using percentages (eg. I spend 50% of my time responding to member queries), or by ranking your

duties in proportional order with #1 being the largest part of your day, week, month or year. You do not have to count hours as we are looking for a subjective sense of where your energies are spent.

3. Did you initiate or participate in any special projects or activities this past year? If so, please describe.
4. Participation in externally organized events, conferences and workshops:

Event	Sponsor Organization	Date(s)	Comments – Was it useful?

5. What do you consider to have done particularly well this year? What (or who) made this possible?
6. Are there skills, experiences or information that you would like to develop or enhance in order to be able to do your job? If so, what ideas do you have for getting these in the coming year either in-house or externally?
7. Who, from the SRC, would you like to attend the Performance Review meeting, in addition to the ED?

Staff Relations Committee Response Format

Part I: Feedback from Others

The SRC Chair and/or ED will survey relevant volunteers and staff for comments on staff performance including all Members of the Executive Committee. Staff are welcome to suggest names beyond the Executive and other relevant committees if they wish.

- **Instructions to Volunteers:** *You have worked with XX over the past year. XX is coming up for a performance evaluation and the Staff Relations Committee is interested to hear what you think. The purpose of the evaluation is to assess XX’s performance of duties so that we can applaud and encourage competencies and successes and constructively deal with weaknesses or problems. Before you begin, please review the job description for XX (attached). We would like to know what you think XX does well, what could be improved, and if you think XX is doing things they shouldn’t or not doing things they should. It would be helpful if you could provide specific examples to illustrate your points. Please focus on XX’s performance of job duties as opposed to XX as a person as this will provide the most useful feedback. Your response will be amalgamated with the responses of others to form the basis of our evaluation and will not form part of XX’s employee file directly.*

- **Instructions to Staff Colleagues:** *As part of the annual staff performance evaluations, we are interested to hear your assessment of the QUFA office as a work environment. Specifically, we welcome your comments about staff interactions over the past year and ways to maintain or encourage a positive work space for everyone. These comments will be kept in confidence and will not form part of another staff member's written performance evaluation or Employee File.*
- **Instructions to Staff for the ED Evaluation:** *The ED is coming up for evaluation and the Staff Relations Committee is interested in your assessment of the ED's performance. Please take some time to think about the past year and comment on what you think the ED has done well and/or where improvement is needed with regard to the ED's role as staff supervisor. Your individual comments will not be shared but collectively, the staff's assessment will form part of the overall evaluation.*

The Committee would then synthesize these comments into their written response to the employee.

Part II: Feedback on Self-Evaluation

The SRC will compose a response to the employee's self-evaluation above. This document (both Parts) will be given to the employee in advance of the meeting.

Meeting

Staff have the option of selecting two members of the SRC, one of which will be the ED, to attend the meeting. If the person's work supervisor is on the SRC and is not the Chair or ED, they will normally attend the meeting. Staff may choose to meet with more than two members of the SRC or the whole committee. The meeting is an opportunity to talk about responses to both documents and to brainstorm together to think through concerns, professional development ideas and any thoughts about changing how things work to improve the employee's and the organization's performance. If, in talking through these things, either party wishes to amend their written submission, they may indicate this. Any actions agreed to by the SRC or Staff will be noted in the final Letter.

Final Letter

The letter will reflect discussions at the meeting and will have final versions of the employee self-evaluation and the SRC response appended. It will emphasize actions going forward.

Six Month Review

At 6 months or before, the staff member will review the letter with the ED with the purpose of determining whether actions are being taken and are on schedule. This is an opportunity for the ED to correct any failure on the part of the organization to meet its obligations and/or help Staff to move on their commitments. In the case that further actions are necessary, these will be noted in the file.

Appendix E: Travel Information for QUFA Volunteers and Staff

1. QUFA Travel Guidelines

The fundamental principle underlying these guidelines is that people should not be out-of-pocket for necessary expenses incurred while on QUFA business, providing such expenses are reasonable.

QUFA will not be responsible for undue charges. QUFA will pay for return transportation, including airport transfers, taxi or public transit fares, hotel accommodation and per diem pro-rated to the time away.

Payment of expenses is contingent upon submission of an Advance Travel Form, full attendance at the authorized meeting, submission of an expense claim and receipts where required, and authorization by the Treasurer or ED of the expenses incurred.

TRAIN: Book economy fares; business class is used only if you are travelling over a mealtime.

CAR: Mileage is reimbursed at the current CAUT rate of \$0.58/km.

PARKING: Parking may be claimed where necessary. Save receipts when available.

PUBLIC TRANSIT/TAXI: Use public transit when efficient and safe to do so. Taxi charges are allowable where necessary.

MEALS: QUFA follows CAUT's per diem rates which are currently: Breakfast \$21.90, Lunch \$22.15, Dinner \$54.40, Sundry \$17.30 = \$115.75/day. Only expense meals that were not otherwise provided at the venue or during travel. Receipts are not required.

HOTELS: When possible, reserve early using conference rates. Receipts are required.

REGISTRATION FEES: Book as early as possible where early bird discounts are available.

MISCELLANEOUS: The following items will not be reimbursed: hotel services such as movies, mini-bars, laundry, etc., pet care, personal entertainment and refreshments.

2. Advance Approval For Travel

Your travel on behalf of QUFA must be authorized in advance by the ED or the Treasurer. To fulfill QUFA's obligations to our auditor, please fill out an Advance Travel form and bring it to our Office Administrator. An Advance Travel Form is available from the QUFA website: https://www.qufa.ca/wp-content/uploads/2022/06/Advance-Notice-of-Travel-June_2022.pdf

3. QUFA Reimbursement For Travel

Please submit your receipts attached to a list of all expenses that you are claiming with a date and your signature to the QUFA Office Administrator. An Expense Claim Form is available from the QUFA website: https://www.qufa.ca/wp-content/uploads/2022/06/QUFA-Travel-Claim-Form-June_2022.pdf

4. Travel Paid by OCUFA

For travel to some OCUFA events, arrangements are made with them through ocufa@ocufa.on.ca. They have different policies and forms for expense claims. Please see here for information: <https://ocufa.on.ca/members-area/expense-claim/>

5. Travel Paid by CAUT

Any expenses covered by CAUT will not be paid by QUFA; conversely, if you are attending a CAUT event for QUFA, expenses not covered by CAUT will be covered by QUFA following normal practices. More

information can be found on the CAUT website: <https://www.caut.ca/membership/resources-for-members/expense-claims>

i) CAUT Council

CAUT pays for one delegate's travel from each local Association per CAUT Council meeting. Normally QUFA's delegate is the President or Vice President or ED.

ii) CAUT Committees

If you have been elected to a CAUT Committee, your expenses will be paid by CAUT. Expense forms are provided on their website or at your committee meeting.

iii) CAUT Workshops or Conferences

QUFA pays for your attendance at CAUT Workshops or Conferences unless you are an organizer. If you are an organizer, you are likely a member of a CAUT committee in which case CAUT will cover your expenses.

Appendix F: Confidentiality Agreement

[Date]

Confidentiality Agreement between [XXX] and QUFA

I agree to treat as strictly confidential any information disclosed to or obtained in the course of performing services for Queen’s University Faculty Association.

This agreement shall survive termination of the services, irrespective of the time, reason or cause of such termination. This agreement will be governed and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. This agreement shall be binding upon the undersigned.

Dated this day of in the year .

Signature of Staff

[Name of Staff person]

[Address]

Signature of SRC Chair, on behalf of the QUFA Executive

Appendix G: Tuition Support Applications

[QUFA letterhead]

Staff Applicant Information

Employee #: _____

Employee Name: _____
Surname Given Name

All correspondence will be sent to your Staff Email account: _____

Student Information

Category of Student: Dependent Spouse/Partner

Student Name: _____
Surname Given Name

Student Birth Date: _____
Month/Day/Year

Name of Institution: _____

Term of Study May-August
 September – December
 January – April

I, _____, certify that I am at present employed by QUFA and the individual named on the student application for tuition support is my:

- Dependent child (natural step, common law or adopted) under the age of 25*
- Spouse/Partner*

I further attest that my dependent child or spouse/partner is attending a recognized university or college which qualifies under the criteria set out in “*The Tuition Support Plan*” of Queen’s University and is enrolled in a program of study leading to a degree or diploma. I hereby certify that the information given in this application is correct and that the applicant is my spouse/partner or dependent as defined in “*The Tuition Support Plan*” which I have read. I understand that this tuition support is a taxable benefit in the hands of the eligible QUFA employee’s dependent or spouse/partner pursuant to the *Income Tax Act*.

Signature

Date

[QUFA letterhead]

Tuition Support Plan: Confirmation of Registration

To be completed by the Office of the Registrar at the institution where student is registered and returned to QUFA.

Student Name: _____
Name of Institution: _____
Address: _____

City: _____ Province/State: _____
Country: _____ Postal Code: _____

Term of Study: _____ Category of Attendance (Circle One): Full Time Part Time

What percentage of a full course load does this represent? _____

Program Name: _____

Program Type: Degree _____ Diploma _____

Program: Undergraduate _____ Graduate _____ Professional _____

Program Length: _____

Registration Date: _____ MM/DD/YY

Registrar's Signature: _____

Date of Signature: _____ MM/DD/YY Institutional Seal: _____

Student Declaration – to be signed by the student.

I hereby submit this application for tuition support under the terms and conditions for the Tuition Support Plan for eligible employees at the Queen's University Faculty Association, Kingston, Ontario. I certify that the information I have given in this application form is true and correct. False information on the application form may result in cancellation of the tuition support and reimbursement to QUFA. I further agree that any personal student information regarding this application for tuition support may be discussed with the eligible employee to which the benefit is to be paid including information about my student status and course load.

Student Signature Date

Appendix H: Sick Leave Administrative Guidelines at February 2020

These guidelines were downloaded from <http://www.queensu.ca/humanresources/policies/time-away/sick-leave/sick-leave-administrative-guidelines> on 20 February 2020 and shall be reviewed periodically to ensure that they conform with current Queen's *Sick Leave Administrative Guidelines*. They will be updated when we switch LTD providers to Manulife. Parts of this policy that do not apply to QUFA Staff are indicated with square brackets and are sometimes substituted with appropriate language which is then bolded.

Sick Leave Administrative Guidelines

This guideline is intended to set out the general principles that govern [the University's] QUFA's administration of the short-term sick leave benefit. The guideline is not intended to be an exhaustive list of all possible scenarios that might arise – flexibility to take individual and unique circumstances into account must be maintained both for employees' benefit and for the integrity of the plan. The guideline is subject to the specific requirements of the [collective agreement] Staff Employment Policy (SEP).

Intention

Short-term sick leave benefit provides all employees, when they are absent from work due to a bona fide illness or injury, with an income replacement plan to support employees when they suffer a significant illness or injury that may lead to long-term absence and LTD. The plan was designed to coordinate with the “elimination” or “waiting” period for Long Term Disability benefits as defined in the Great West Life LTD policy. This waiting period is 180 calendar days of continuous absence. Therefore, the sick leave benefit provides **up to** 180 calendar days of continuous absence. It is intended to provide income replacement for a period during which the employee would otherwise have been paid but for the illness or injury – for example, the employee is not on layoff, recall or unpaid leave of absence; in the case of an employee who holds a term or contract appointment, the period of paid sick leave will not continue beyond the end date of [his/her appointment] their contract.

Waiting Period

Under the LTD policy an absence during which an employee has been unable to work for at least 60% of the time will be considered as time counted towards the elimination period.

Thus, in keeping with the intention that the sick leave benefit corresponds to the waiting period, employees are considered to be drawing on the 180 calendar day entitlement when they are unable to work for at least 60% of the time. During this time, they are accumulating time towards eligibility for LTD benefits.

When the “elimination” or “waiting” period has ended, payments while on LTD come from the insurer, Great West Life.

Incidental Absences

The sick leave plan is not intended to provide unlimited sick leave for incidental absences. Employees receive paid time off for absences due to incidental illness. Excessive or abnormal incidental sick leave will be addressed [through the University's attendance management program] by the SRC. Excessive or abnormal incidental sick leave that is related to an underlying disability which has been substantiated through medical documentation [will] may be addressed through a modified time accommodation.

Commencement of Benefit

The period of entitlement commences on the first day of illness.

End of Benefit

Entitlement to the benefit ends not later than the day an employee's employment with [the University] QUFA ends.

Recurrence

If, after returning from sick leave, an employee has a recurrence of the same illness, within one (1) calendar month of returning, the period(s) of return may be, and the subsequent absence will be, a continuation of the original sick leave. Again, this coordinates the sick leave benefit with Great West Life's administration of the Waiting Period for LTD benefits.

If, after returning from LTD, an employee has a recurrence of the same illness within 180 calendar days of [his/her] their return to work, the employee is not entitled to the sick leave benefit. This coordinates with Great West Life's administration of the LTD benefit, whereby the employee is eligible to apply for reinstatement of [his/her] their LTD benefit.

Reinstatement of Sick Leave Benefit

An employee who has returned to work from a sick leave of less than 180 calendar days will earn back the full 180 calendar day sick leave benefit once [he/she] they has been back to work for a continuous period equal to one (1) full calendar month.

There may be rare cases when an employee returns from a prolonged absence due to an illness or injury and shortly thereafter requires a further leave due to a **different** illness or injury. While each case will have to be reviewed on its own merits, the general principle is that if the **new** illness or injury would commence a new Waiting Period according to Great West Life's policy, the employee would be eligible for six months of sick leave benefit in connection with that **new** illness or injury.

Documentation

Each employee is expected to cooperate with [the University] the SRC in providing substantiated medical documentation to support [his/her] their absence due to illness or injury, including the restrictions/limitations that preclude them from performing the bone fide occupational

requirements of their position, the prognosis for recovery and if they are participating in a treatment plan. An employee is expected to cooperate with the [University] SRC in providing periodic updates of the medical documentation to support ongoing absences. An employee's failure or refusal to cooperate in providing supporting medical documentation may place [his/her] their entitlement to the sick leave benefit and/or any workplace accommodation in jeopardy.

An employee is responsible for informing [his/her supervisor/designate] the ED if [he/she] they will be absent from work due to illness or injury. The [supervisor/designate] ED will advise the [assigned Department Time Keeper] SRC of prolonged absences.

Extended sick leave will require documentation to support the leave. Medical notes or other supporting documentation are to be forwarded to the ED [Specialist, Return to Work in Human Resources (phone ext. 77818; Fleming Hall, Stewart Pollock Wing)]. [If an employee submits the documentation directly to [his/her] their supervisor, the supervisor should have the **employee** place the documentation in a sealed envelope and the supervisor should forward the envelope to the Return to Work Specialist.] In case of any absence that that will exceed 2 weeks the ED [supervisor] must **inform** the SRC [Specialist, Return to Work in the Human Resources Department].

After an absence of 4 months, [and **if they have been advised of the absence**, Human Resources] the ED will automatically send LTD application papers to the employee.

Sick Leave and WSIB

An Employee absent from work due to an occupational illness or injury that is subject to a WSIB claim will be eligible to receive the sick leave benefit but in the event that [his/her] their claim is approved by the WSIB, it is understood that any WSIB payments will be assigned directly to QUFA [the University].

Return to Work and Accommodation

[The University] QUFA recognizes the importance of early and safe return to work and the need to provide accommodation to employees with disabilities. This is a process that requires the cooperation of all parties[: the University, the employee and his/her Union if applicable]. Before returning to work an employee is expected to provide medical documentation supporting [his/her] their fitness to return to work, which outlines the restrictions and/or accommodation needs of the employee, if any.

If the terms of a Return to Work plan result in working less than 100%, salary may be pro-rated to the time worked under the RTW plan.

The process of accommodation is also a shared responsibility. The person requiring accommodation has a responsibility to advise the ED [Specialist, Return to Work] of the details regarding the accommodation required.